



**DIVISION OF FINANCIAL ADMINISTRATION**

**ADDENDUM #4**

**REQUEST FOR QUOTE # 2986**

**EVENT MANAGEMENT SERVICES AND REGISTRATION**

Date: April 14, 2025

**Quote Due Date: Thursday, April 24, 2025 at 2 PM**

To Prospective Bidders: This addendum is being issued to notify potential bidders of a Revision to RFQ Section 2.9 - Event Reception.

**Revision:**

**R1. RFQ Section 2.9 - Event Reception is hereby revised as indicated below and shall replace the original language in RFQ Section 2.9:**

**2.9 Event Reception**

The Contractor must:

- A. Plan a reception for approximately ~~50~~ **200** event attendees ~~during~~ **on** the **first** night **of the GOVBUY** event for a select group of event attendees.
- B. The event reception will take place **at a location provided by OGS** ~~in the event location~~ **most likely, at the NYS Capitol or the Empire State Plaza Convention Center** ~~at a time prior to the event.~~
- C. The Contractor shall manage the event reception from setup to teardown.
- D. The Contractor will decorate the location for the event reception (including tables and chairs if necessary).
- E. The Contractor shall provide catering, and refreshments for the event reception **from one of the approved food vendors for the selected venue.**
- F. **If the selected venue is the NYS Capitol, the Contractor shall work with approved vendors to provide Stage and A/V services.**
- G. All event reception plans are subject to OGS review and approval.

RFQ 2986 – Event Management Services and Registration

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #4 for RFQ #2986 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name \_\_\_\_\_

Address (include City, State, Zip) \_\_\_\_\_

Bidders Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #3

REQUEST FOR QUOTE # 2986

EVENT MANAGEMENT SERVICES AND REGISTRATION

Date: April 11, 2025

REVISED QUOTE DUE DATE: Thursday, April 24, 2025 @ 2 PM

To Prospective Bidders: This addendum is being issued to provide a revised Key Events schedule (RFQ Section 1.3), revise RFQ Appendix D-Insurance Requirements to include liquor liability coverage, revise RFQ Section 2.9 Event Reception and to provide official answers to all submitted questions.

Revision:

R1: The following table shall replace the current table shown in RFQ Section 1.3.

1.3 Key Events

The Table below outlines the schedule for important action dates.

Table with 3 columns: Event, Date, Time. Rows include OGS Issues RFQ No. 2986, Deadline for Submission of Bidders Questions, OGS Issues Response to Written Questions via addenda (estimated), and Quote Due Date REVISED QUOTE DUE DATE.

R2: RFQ 2986 Appendix D-Insurance Requirements is hereby replaced by RFQ 2986 Appendix D-Revised Insurance Requirements to include Liquor Liability coverage.

R3. RFQ Section 2.9 Event Reception is hereby changed as indicated below:

## 2.9 Event Reception

The Contractor must:

- A. Plan a reception for approximately ~~50~~ 200 event attendees during the night prior to the event for a select group of event attendees.
- B. The event reception will take place in the event location at a time prior to the event.
- C. The Contractor shall manage the event reception from setup to teardown.
- D. The Contractor will decorate the location for the event reception (including tables and chairs if necessary).
- E. The Contractor shall provide catering, and refreshments for the event reception.
- F. All event reception plans are subject to OGS review and approval.

### **Submitted Questions and Answers:**

Q1: Do you have a set/max budget for the services requested?

**A1: The estimated budget range is \$350,000 - \$550,000.**

Q2: This two-day event, what are minimum hours you are seeking to include days/weeks before 1 October and the needed hours after the event?

**A2: There is no set minimum number of hours. The awarded Contractor must provide all necessary hours to satisfactorily perform all required contract services.**

Q3: Can you tell me how many workers are needed for this event? What type of roles will the workers be performing?

**A3: There is no set staffing number, the awarded Contractor must provide all necessary staffing to ensure a successful event in accordance with the terms of the contract. Per RFQ Section 3.2(D), workers will be expected to provide services including, but not limited to, registration, catering and event management.**

Q4: When the contract is awarded how can find out the name of the company the contract will be awarded to? I would like to reach out to them for a subcontracting opportunity.

**A4: Award information will be posted to the NYS Contract Reporter. Also, a FOIL request may be submitted for any information pertaining to the contract award. Instructions may be obtained at the following link: <https://ogs.ny.gov/freedom-of-information-law>**

Q5: I reviewed the bid documents, and this opportunity would be great fit for our firm. However- it states the following: "The Contractor must be on-site at the Empire State Plaza in Albany,

NY the day prior to the event (9/30/25), and on each day of the event for the duration of the event (10/1/25 and 10/2/25).” These dates are on the Jewish Holiday of Yom Kippur. Setting this date essentially excludes any Jewish vendors from both participating in the opportunity as well as in the actual event.

**A5: Refer to Addendum No. 1 issued on 3/31/25. The event dates have been revised to 9/30/25 and 10/1/25.**

Q6: With the new event date of September 29- October 1, will there be any modification to the Day 2 (October 1) close of event timing that may impact session planning, catering and exhibit closeout requirements.

**A6: OGS does not anticipate modifying an event end time for Day 2.**

Q7: RFQ Section 2.3 a, how many people are on the OGS PS Team?

**A7: OGS Procurement Services will have 2 full time staff dedicated to this event.**

Q8: RFQ Section 2.3 a, any preferred vendors we must work with?

**A8: There are no preferred vendors for services with the exception of catering. Refer to RFQ Section 2.10 F. Catering Services.**

Q9: RFQ Section 2.3 b, how many meetings per week?

**A9: At a minimum, one meeting per week with the OGS team, and regularly scheduled biweekly meetings with an advisory committee. Meetings will be scheduled to the extent necessary to ensure a successful event and may increase as the event planning increases.**

Q10: RFQ Section 2.4 Event Branding and Event Marketing, can existing non-dated 2024 produced signage be reused for the 2025 event to optimize resources, or should all new signage be budgeted regardless?

**A10: The awarded Contractor is expected to provide a signage plan subject to OGS approval. Previous year's signage could be a part of this.**

Q11: RFQ Section 2.4 B 6 i a, how many minutes long should the videos be?

**A11: OGS expects the video to be approximately five minutes long.**

Q12: RFQ Section 2.4 B 6 i a, will OGS provide any b-roll footage?

**A12: Yes, refer to the link: [GOVBUY 2024 | Flickr](#)**

Q13: RFQ Section 2.4 B 6 i a, will videos be looped or introduced as an opening session?

**A13: Sections of videos may be looped as visuals during the event. Longer versions of the videos could be used as introductory resources for certain sessions.**

Q14: RFQ Section 2.4 B 6 ii a, will we have access to the backend of the website?

**A14: No.**

Q15: RFQ Section 2.4 C 6 1. ii, how large is your current database?

**A15: OGS does not have a current database.**

Q16: RFQ Section 2.4 C 2 i, how many exhibitors did you have last year?

**A16: 263.**

Q17: RFQ Section 2.4 C 2 i, do you want to grow the number of exhibitors, if so by how many/what percentage?

**A17: Yes, OGS expects to increase exhibitors by approximately 20%.**

Q18: RFQ Section 2.4 C 2 i, what levels/how much are the booths sold for?

**A18: The awarded Contractor is expected to develop a pricing structure for this year's event. Booth sales for the previous event ranged from \$600-\$1500.**

Q19: RFQ Section 2.4 C 2, how many guests does each exhibitor get to invite?

**A19: The number of guests included for each exhibitor varies and is dependent on the booth tier purchased.**

Q20: RFQ Section 2.4 C 5, what payment processor is currently used? Will you provide a secret API to install on the reg platform, or do you want attendees to go directly to your site to pay without any iframing?

**A20: The payment processor currently used is Elavon by Key Merchant Services. Per RFQ Section 2.6, the awarded Contractor must provide a system for registration which allows attendees to pay via a link to the OGS payment processor.**

Q21: RFQ Section 2.4 D a. 1.iv, how many sessions do you anticipate? How many sessions were there last year?

**A21: Last year there were 38 sessions. For the 2025 GOVBUY event, OGS anticipates there will be 55 to 65 sessions.**

Q22: RFQ Section 2.4 E e., the venue doesn't have wifi?

**A22: The venue does have Wi-Fi, however an event of this size has the potential to overwhelm the capacity of the Wi-Fi. Refer to RFQ Section 2.6 (E) (e), the awarded Contractor must have the capability to provide their own Wi-Fi hotspot.**

Q23: RFQ Section 2.4 E g., how many days for load-in?

**A23: Per RFQ Section 2.1, the day prior to the event will be designated for set-up activities. Refer to Addendum 1, as the event dates have been revised to 9/30/25 and 10/01/25, and thus, the designated set up day is 9/29/25.**

Q24: RFQ Section 2.4 F a., can any of these items (badges, badge holders and lanyards) be sponsored?

**A24: Yes, sponsorships with other government entities or non-profits for event items are subject to OGS approval.**

Q25: RFQ Section 2.5 A, what platform was used last year? What were the pros and cons of that platform? What are your pain points of that platform?

**A25: The 2024 GOVBUY mobile application was developed by Eventdex. This application allowed for attendees to view the event schedule, the event program, event attendees, event speakers, event exhibitors, a floor map, the event location, event notifications, event surveys, and event tickets. The primary issue with the Eventdex application was that it did not provide for live updates and required manual refreshes and/or updates to the app information. This led to confusion for several attendees.**

Q26: RFQ Section 2.6 Event Registration Services and Badge Printing, to ensure compliance, can the broker providing proof of insurance copy both OGS BRIM and the contractor? Or must proof of insurance be submitted directly and solely to OGS BRIM and monitored by the Contractor?

**A26: Per RFQ Section 2.6 C. I, the Contractor is responsible to track and submit insurance documents for OGS acceptance.**

Q27: RFQ Section 2.6 C a i, will you provide a sample COI?

**A27: Yes, refer to Addendum Attachment 1-Sample COI.**

Q28: RFQ Section 2.8 A, how many speakers last year? How many speakers do you want to solicit this year? When you say “developing conference activities” what do you mean by that?

**A28: There were 67 speakers at GOVBUY 2024. OGS anticipates there will be more than 100 speakers at GOVBUY 2025. Developing conference activities shall include all Logistic and Scheduling Support, as described in RFQ Section 2.8. For example, recruiting and coordinating speakers/talent and exhibitors/vendors, coordinating and providing furniture and decorations, development of the programming, managing parking logistics and developing a plan to encourage attendees to visit booths**

Q29: RFQ Section 2.9 Event Reception, will beverage service for the Pre-Event Reception include alcoholic options such as wine and beer, or will service be limited to non-alcoholic options?

**A29: Yes, the Pre-Event Reception may include alcoholic options. The Contractor must obtain all licenses and necessary permits for the location. See R2 for Revised Insurance Requirements.**

Q30: RFQ Section 2.10 Services During Event, to ensure accurate planning, should catering be based on the anticipated 2,500 attendees, or will there be guidance to adjust estimates based on final registration figures? If adjustments are expected, how should this be reflected in the Price Quote Form?

**A30: Pricing will not be adjusted based on the final registration figures. Bidders must provide a proposal that reflects the expected attendance for this event. Alternate pricing will not be considered.**

Q31: RFQ Section 2.10 E ii, the 35 filmed sessions where will they be rebroadcast? Are any of these sessions being live-streamed?

**A31: The sessions will not be livestreamed. The filmed sessions are intended to be uploaded for future viewings.**

Q32: Similar to catering projections, exhibit booth sales could increase or decrease from the goal. How do you recommend the contractor include its costs despite the potential for a variance based on actual exhibit booths?

**A32: 300-325 exhibitors are expected to register for GOVBUY 2025. Refer to A30.**

Q33: The contractor is required to videotape all sessions across both event days and provide the necessary staffing to manage equipment and operations. Here are a few questions:

- a. Will the selected contractor be responsible for editing footage of all Meeting Room sessions?
- b. If no editing is required, does OGS want raw footage? And/or should the contractor add OGS-branded intros/closings to the footage?
- c. For the Swyer and Hart Theaters (if Hart is used for opening session), will a fixed-camera setup meet requirements, or is multi-angle/dynamic coverage required?
- d. Will any programming in the Hart Theater or Convention Center require staged or stylized video production?
- e. Will 1080 resolution satisfy video requirements for meeting room sessions?
- f. How should additional videotaping requirements be mutually agreed upon prior to start of the assignment be included in the Quote Proposal Form?



**A33: Corresponding answers below:**

- a. **The awarded Contractor must provide editing if necessary to provide OGS with a quality recording.**
- b. **It is expected that OGS branding be added to the introduction/closings of the videos produced, thus editing will be required. Any raw footage should also be provided to OGS for storage/ future use purposes.**
- c. **Session recording should allow for a clear visual of the speaker(s) and presentation and clear audio from the speaker(s).**
- d. **Yes, some sessions may require staging/styling.**
- e. **Yes, 1080p will satisfy the video requirements.**
- f. **Any enhancements to videos can be discussed as a case-by-case basis and subject to OGS approval. OGS does not anticipate requiring any additional videos outside of the estimation stated in the scope of work.**

Q34: Please clarify what is considered “supplemental audio visual” in terms of enhancing the participant experience? How should this supplemental service/equipment be included in the quote proposal?

**A34: The OGS facilities for this event have audio and visual capabilities including sound and visual equipment (screens / projectors) in each room where sessions will be conducted. Supplemental equipment would be any additional equipment that is recommended by the vendor to increase attendee satisfaction, or any necessary equipment for delivering a successful event. Contractor's submitted quote shall be all inclusive of the use of supplemental service/equipment.**

Q35: Will a finalized session schedule be available ahead of the registration website launch to support user selection during sign-up? Or will session selections occur later through an update process and initial session topics and formats be offered as part of an interest survey?

**A35: The session schedule is currently in development and will be available. A decision on pre-registration vs. gauging feedback on sessions prior to the event will be made by OGS in consultation with the contractor.**

Q36: Will OGS be offering a range of exhibitor opportunities at different tiers and price points? Will OGS also permit sponsorship options in addition to exhibitor opportunities?

**A36: Yes, OGS will be offering a range of exhibitor opportunities at different tiers and price points to be developed by the awarded Contractor and subject to OGS approval. Refer to A24.**

Q37: Are collaborations or partnerships allowed between prime contractors and subcontractors?

**A37: Yes.**

Q38: Is there a formal process for expressing interest in subcontracting opportunities?

**A38: No.**

Q39: Should I send documents about my event management qualifications to you directly, or would you recommend reaching out to a prime contractor instead?

**A39: Proposals may only be submitted by the Prime Contractor. It is recommended that subcontractors connect with Prime Contractors directly to collaborate.**

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #3 for RFQ #2986 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name\_\_\_\_\_

Address (include City, State, Zip)\_\_\_\_\_

Bidders Name (please print)\_\_\_\_\_

Title\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

## Revised Appendix D – Insurance Requirements

## **Insurance Requirements**

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

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

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

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

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

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

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

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

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

**3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

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

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

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

**4. Primary Coverage.** All Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

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

**7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

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

**9. Additional Insured.** The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going operations naming as additional insured (via ISO form CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General

Services, and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

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

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

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

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

- For certificates of insurance: 5 business days;
- For information on self-insurance or self-retention programs: 15 calendar days;
- For other requested documentation evidencing coverage: 15 calendar days;
- For additional insured and waiver of subrogation endorsements: 30 calendar days; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

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

**B. Insurance Requirements**

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

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	\$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	
Liquor Liability Coverage	No less than \$1,000,000 each claim	
<b>Professional Liability</b>	\$1,000,000	
<b>Crime</b>	\$50,000	
<b>Business Automobile Liability Insurance</b>	No less than \$1,000,000 each accident	
<b>Workers' Compensation</b>		
<b>Disability Benefits</b>		

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

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

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

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

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than 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. **Professional Liability:**

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, create and distribute surveys, prepare a final report for the event that summarizes the event highlights; evaluation feedback from attendees, committee members, and OGS staff, recommendations to improve the program planning, content, event logistics; exhibit hall activities; and reconciliation of revenue and expenses).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one (1) year from the time work under any Contract resulting from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to OGS upon request.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

**3. Crime Insurance:** If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party

coverage secured. This requirement applies to both primary and excess liability policies, as applicable.

- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

**4. 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.

**5. Workers' Compensation Insurance and Disability Benefits Requirements**

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

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

**RFQ 2986**

**Addendum 1**

**Attachment 1**

**Sample Acord Form**





**DIVISION OF FINANCIAL ADMINISTRATION**

**ADDENDUM #2**

**REQUEST FOR QUOTE # 2986**

**EVENT MANAGEMENT SERVICES AND REGISTRATION**

Date: April 9, 2025

**Quote Due Date: ~~Tuesday, April 15, 2025 @ 2 PM~~ To Be Determined**

To Prospective Bidders: This addendum is being issued to notify potential bidders that the Quote Due Date as stated in RFQ Section 1.3 – Key Events will be extended. An additional addendum will be issued with the revised quote due date.

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #2 for RFQ #2986 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name \_\_\_\_\_

Address (include City, State, Zip) \_\_\_\_\_

Bidders Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**DIVISION OF FINANCIAL ADMINISTRATION**

**ADDENDUM #1**

**REQUEST FOR QUOTE # 2986**

**EVENT MANAGEMENT SERVICES AND REGISTRATION**

Date: March 31, 2025

**Quote Due Date: Tuesday, April 15, 2025 @ 2 PM**

To Prospective Bidders: This addendum is being issued to revise the dates of the 2025 GOVBUY event as stated in RFQ Section 2.1.

Revisions

**R1. RFQ Section 2.1 Statement of Work**

The Contractor must provide event planning, logistic, and scheduling support services, event execution, and post-event services for the 2025 GOVBUY event. The Contractor shall directly report to the Chief Procurement Officer (CPO) of NYS OGS Procurement Services (OGS PS) to coordinate and execute all contract services. The Contractor must be on-site at the Empire State Plaza in Albany, NY the day prior to the event (~~9/30/25~~ **9/29/25**), and on each day of the event for the duration of the event (~~10/1/25~~ **9/30/25** and ~~10/2/25~~ **10/1/25**). The event sites shall include, but are not limited to, the Convention Center, base of the Egg, the Empire State Plaza Meeting Rooms 1-7, and the Empire State Plaza Concourse. The Contractor must provide an appropriate level of trained and experienced staff and all necessary contract services to accommodate approximately 2,500-3,000 participants (such as exhibitors, and general event attendees) and 300-325 exhibitors. OGS PS will have the final determination as to the number of staff to be provided by the Contractor throughout the event. The Contractor's staff must be courteous, helpful, efficient, and neat in appearance at all times while on site during the event. The Contractor agrees to take prompt and appropriate action with regard to any issues regarding the conduct of its employees.

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFQ #2986 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name \_\_\_\_\_

RFQ 2986 – Event Management Services and Registration

Address (include City, State, Zip) \_\_\_\_\_

Bidders Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





# Office of General Services

**REQUEST FOR QUOTE NO. 2986**

**SOLICITED BY THE**

**NEW YORK STATE OFFICE OF GENERAL SERVICES**

**FOR**

**EVENT MANAGEMENT SERVICES AND REGISTRATION**

**Designated Contact:**

Amber Risch

Voice: 518-474-1176

E-mail: [amber.risch2@ogs.ny.gov](mailto:amber.risch2@ogs.ny.gov)

**Alternate Contact:**

Beth Maus

Voice: 518-486-5743

E-mail: [beth.maus@ogs.ny.gov](mailto:beth.maus@ogs.ny.gov)

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# 1. Introduction

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## 1.1 Overview/Background

New York Office of General Services, Procurement Services (OGS PS) is seeking a qualified Contractor to provide event management and support services for the successful hosting of the New York State GOVBUY 2025 (“GOVBUY”). This two-day event will be held on October 1-2, 2025, at the Empire State Plaza in Albany, New York.

GOVBUY is a strategic expo and conference initiative aimed at maximizing the value of New York State's centralized contracting portfolio. By convening vendors, procurement officers/agents and authorized users in a collaborative environment, GOVBUY provides a unique opportunity to drive efficiency, cost savings, and innovation in New York State procurement practices. Additionally, increased utilization of centralized contracts can streamline procurement processes, enhance transparency, and ensure compliance with New York State financial laws, policies and regulations, ultimately leading to substantial financial benefits for the State. GOVBUY serves as a platform for vendors to showcase their capabilities, for authorized users to access a diverse pool of suppliers, and for all participants to foster relationships and exchange valuable insights.

## 1.2 Designated Contact

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

Amber Risch, Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Phone: 518-474-1176  
Email: [amber.risch2@ogs.ny.gov](mailto:amber.risch2@ogs.ny.gov)

In the event the primary designated contact is not available, the alternate designated contact is:

Beth Maus, Contract Management Specialist 3  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Phone: 518-486-5743  
Email: [Beth.Maus@ogs.ny.gov](mailto:Beth.Maus@ogs.ny.gov)

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

Joshua Quiles, Compliance Specialist 2  
Office of General Services  
Office of Business Diversity / MWBE / SDVOB  
29<sup>th</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242

Phone: 518-408-0432  
Email: [OGS.sm.MWBE@ogs.ny.gov](mailto:OGS.sm.MWBE@ogs.ny.gov)

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

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

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

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

### 1.3 Key Events

The Table below outlines the schedule for important action dates.

Event	Date	Time
OGS Issues RFQ No. 2986	March 25, 2025	
Deadline for Submission of Bidders Questions	April 1, 2025	EOD
OGS Issues Response to Written Questions via addenda (estimated)	April 4, 2025	
Quote Due Date	April 15, 2025	2:00 PM

### 1.4 Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document. The State considers the following qualifications to be pre-requisite to be considered a qualified Bidder for purposes of the solicitation. Subcontracting cannot be used to meet the minimum qualifications.

The following minimum requirements must be met by each Bidder:

1. Bidder must be a New York State Certified Minority/Women Owned Business Enterprise (M/WBE), **or** a Service-Disabled Veteran Owned Business (SDVOB)
2. Bidder must have at least three consecutive years of experience providing event management services for events of similar size and scope.

## 1.5 Glossary of Terms

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

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

“**CPO**” shall mean the Chief Procurement Officer of the New York State Office of General Services Procurement Services.

“**EOD**” shall mean End of Day.

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

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

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

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

“**PS**” shall mean New York State Office of General Services Procurement Services.

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

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

## **2. Scope of Work**

---

### **2.1 Statement of Work**

The Contractor must provide event planning, logistic, and scheduling support services, event execution, and post-event services for the 2025 GOVBUY event. The Contractor shall directly report to the Chief Procurement Officer (CPO) of NYS OGS Procurement Services (OGS PS) to coordinate and execute all contract services. The Contractor must be on-site at the Empire State Plaza in Albany, NY the day prior to the event (9/30/25), and on each day of the event for the duration of the event (10/1/25 and 10/2/25). The event sites shall include, but are not limited to, the Convention Center, base of the Egg, the Empire State Plaza Meeting Rooms 1-7, and the Empire State Plaza Concourse. The Contractor must provide an appropriate level of trained and experienced staff and all necessary contract services to accommodate approximately 2,500-3,000 participants (such as exhibitors, and general event attendees) and 300-325 exhibitors. OGS PS will have the final determination as to the number of staff to be provided by the Contractor throughout the event. The Contractor's staff must be courteous, helpful, efficient, and neat in appearance at all times while on site during the event. The Contractor agrees to take prompt and appropriate action with regard to any issues regarding the conduct of its employees.

### **2.2 Event Location**

The primary event spaces are the Convention Center, Base of The Egg, Empire State Plaza Concourse, and associated meeting rooms and will be provided at the expense of OGS. A/V equipment and electric service will be provided in the Convention Center, and supplemental A/V equipment may be required from the Contractor as needed.

### **2.3 Event Planning**

The Contractor must:

- A. Work collaboratively with the OGS PS team to supply services including but not limited to, drayage, speakers, talent, music, audio-visual and event production, exhibit decorators, etc.
- B. Provide project status reports and participate in regularly scheduled team meetings, Event Steering Committee meetings, and all staff meetings.
- C. Establish an email mailbox and phone line to address event-related inquiries from event participants.
- D. Respond to inquiries regarding the event from all participants during the months prior to the event and during the event.
- E. Provide a complete timeline for their work on this event as part of their proposal in response to this RFQ.

### **2.4 Event Branding and Event Marketing**

- A. Event Branding

1. Contractor must utilize existing branding to create a unique and memorable brand identity for the conference, including event logos, color scheme, and messaging.
2. Contractor must design all event branded materials including, but not limited to, banners, brochures, and digital assets.
3. Contractor must provide graphic design services for all event-branded materials, including, but not limited to, banners, flyers, brochures, email and social media graphics.
4. Contractor must ensure consistency with the conference branding across all materials.

#### B. Event Materials and Collaterals

1. Contractor must produce and provide all event materials including, but not limited to, programs, banners, brochures, badges, agendas, and promotional items.
2. Contractor must provide quality control over the inventory of all conference materials and ensure availability/provision of materials and supplies for the event.
3. Contractor must work with the OGS to develop a signage plan to present signage and branded materials across the event location and create a cohesive conference experience for attendees.
4. Contractor must design and provide at least 30 performance awards for vendors and buyers on OGS centralized contracts and others as determined by OGS.
5. Contractor must create a signage plan for the event, and design and produce/provide all event-branded signs as needed, including but not limited to the following:
  - i. Wayfinding signs
  - ii. Step and repeat sign
  - iii. Banners
  - iv. Video screen signage

#### 6. Event Digital Content Creation

- i. Contractor must create branded content for the event, including but not limited to:
  1. A video of OGS and its divisions to play during the event.
  2. Graphics for screens in event area.
  3. A PowerPoint Template for presentations during the event.
- ii. Contractor must architect and write all website content for the OGS GOVBUY website and work with the OGS digital communications team to publish the content on the OGS website and provide updates throughout the marketing period and during the live event as necessary.



7. Contractor will be expected to print / produce and provide all event materials as needed for the event including but, not limited to signage and event materials such as programs, brochures, badges, agendas, and promotional items.

### C. Event Marketing

1. Contractor must develop and write marketing materials for the event and work to attract attendees, speakers, and exhibitors to the event through, including but not limited to:
  - i. Email Strategy: Develop and execute an email strategy consisting of a regular cadence of branded emails to attract attendees and exhibitors.
  - ii. Social Media Strategy: Develop a social media strategy consisting of a regular cadence of branded social media posts to attract attendees and exhibitors and provide updates and highlights during the live event. Work with the OGS digital communications team to implement the strategy.
  - iii. Direct outreach to potential attendees (including exhibitors).
2. Booth / Attendance Sales
  - i. Contractor shall advertise and conduct sales for the event to meet or exceed the targeted number of exhibitors and attendees.
  - ii. Contractor shall advertise and encourage participation in the event from both paid and unpaid event attendees.
3. GOVBUY is an annual procurement and economic development conference. The Contractor shall market the event to all event attendees / exhibitors, including:
  - i. Procurement Specialists
  - ii. Preferred Sources
  - iii. Minority and Women-Owned Business Enterprises (MWBES)
  - iv. Service-Disabled Veteran Owned Businesses (SDVOBs)
  - v. Non-Profit organizations
  - vi. Private business
4. All mass communications and publicly-facing event materials (digital and physical) are subject to OGS approval.

## 2.5 Event Application

- A. The Contractor must develop a mobile application that will be integrated with registration software and shall, at a minimum, be capable of the following:
  - a. Event Navigation

- b. Displaying the event schedule
  - c. Displaying the event program
  - d. Displaying event attendees, speakers, and exhibitors.
  - e. Displaying the event floor plan
  - f. Allowing full OGS Procurement branding
  - g. Deploying push notifications
  - h. Providing live updates
  - i. Providing lead capture capability
- B. The event application must be accessible to both Apple and Android phones.
  - C. The event application must be published prior to the event and made available to event attendees and exhibitors.
  - D. The Contractor must provide technical support for the event application before and during the event.

## **2.6 Event Registration Services and Badge Printing**

- A. The Contractor must provide online in-advance and on-site Event Registration Services. The online registration service will be comprised of two different types of registration: one for Attendees and one for exhibitors.
- B. Attendee Registration
  - a. The attendee registration shall be comprised of a registrant providing their contact information, choosing classes, and receiving a confirmation. There may be monetary transactions involved with attendee registration depending on the type of attendee. Attendee registration includes, but is not limited to the following groups:
    - i. Event exhibitors
    - ii. Public sector attendees
    - iii. Small business attendees
    - iv. Private sector attendees
    - v. Minority and Women Owned Business Enterprise (MWBE)
    - vi. Service-Disabled Veteran-Owned Business (SDVOB)
    - vii. Non-profit attendees

viii. Speakers

b. Online Registration Services for Attendees should include:

- i. The online registration services should include multiple registration paths, independent of each other:

1. Integrated session scheduling for attendees with the following fields:

a. Contact information shall include, but is not limited to, the following:

- i. Attendee name
- ii. Title
- iii. Entity name
- iv. Entity address
- v. Business phone
- vi. Email address

b. Entity type shall include, but is not limited to, the following:

- i. Public sector attendees
- ii. Small business attendees
- iii. Private sector attendees
- iv. Minority and Women Owned Business Enterprises (MWBES)
- v. Service-Disabled Veteran-Owned Business (SDVOBs)
- vi. Non-profit attendees

c. In addition to fields previously outlined, the following additional fields may be required to obtain appropriate attendee information:

- i. The ability to choose classroom sessions in several time slots over a two-day period, and/or gauge interest in classes from event attendees.
- ii. Description of classroom sessions
- iii. Fields that allow attendees to register to attend the Exhibition without attending classes

- iv. Fields that allow attendees to change their information and class selection prior to the pre-event registration closing date

C. Exhibitor Registration

- a. The exhibitor registration shall be comprised of a business providing their contact information, choosing booth space from a real time floorplan, providing credit card information for payment and receiving a confirmation/receipt. The exhibitor registration shall also have the capability for the OGS GOVBUY team administrators to add exhibitors that would not require payment information to complete the transaction. Exhibitor registration must also allow for subsequent entry, by the registrant, of their personnel who will staff the event.
  - i. The event location requires that proof of insurance be provided for all event exhibitors. Exhibitors and/or subcontractors must submit proof of insurance to the Contractor electronically, in a format satisfactory to OGS. All required insurance documentation must be submitted for review prior to the event. Failure to provide acceptable proof of insurance will result in exhibitor/subcontractor's inability to participate in the GOVBUY Event. The Contractor is responsible for tracking and submitting insurance documents to OGS BRIM for acceptance.
  - ii. Chart with Required Exhibitor/Subcontractor Insurance Limits

Insurance Type	
<b>Commercial General Liability</b>	No less than \$1,000,000 each occurrence
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
<b>Business Automobile Liability Insurance</b>	No less than \$1,000,000 each accident
<b>Workers' Compensation</b>	
<b>Disability Benefits</b>	

- b. Online Registration Services for Exhibitors should include the following:
  - i. Map or floorplans and vendor booth selection for exhibitors (e.g. vendors, government agencies, preferred sources) with the following fields:
    - 1. Contact information may include, but is not limited to, the following:
      - a. Legal business name
      - b. Registrant type
      - c. Federal identification number

- d. Billing address
  - e. Primary administrative contact name
  - f. Email address
  - g. Contact phone number
  - h. Secondary administrative contact
  - i. Email address
  - j. Contact phone number
  - k. Billing contact
  - l. Email address
  - m. Contact phone number
  - n. Website address
  - o. Business name to be displayed on exhibit and event information
  - p. Description of exhibit
  - q. Staffing confirmation with additional open text information field required for “no” response
2. Booth pricing that may vary based on booth location and registrant type.
3. The addition of other fields may be required to obtain appropriate attendee information.
- a. The ability to select one or more of the following:
    - i. NYS Certified Minority Business Enterprise (MBE)
    - ii. NYS Certified Women Owned Business Enterprise (WBE)
    - iii. Certified Service – Disabled Veterans-Owned Business (SDVOB)
    - iv. NYS OGS Centralized Contractor including mandatory fields for entry of their contract number(s) and contract expiration date(s) if this option is selected
    - v. Choice of booth selection through real time floorplans or map
4. Registration must be available to provide badges to individual exhibitor attendees.

5. Payment shall be directed to OGS payment processor. Payment is required to complete registration, unless overridden by NY GOVBUY Administrative staff.

#### D. Online Registration General Requirements

- a. The registration for this event must also allow for the collection of payment by OGS where necessary. OGS will collect payment for this event, the event registration website must be capable of directing event attendees and exhibitors to the payment processing for their purchase.
  1. Software shall include online in-advance registration capabilities and check-in at the event. Registration shall be accessible from any type of device/browser (i.e., laptop, mobile device, etc.).
    - a. Registration software shall:
      - i. Develop and maintain a GOVBUY website with separate registration requirements for attendees, and exhibitors
      - ii. Allow multiple registrants access to the website at the same time
      - iii. Provide confirmation emails of completed registration with summary of all completed fields and receipt of payment (if applicable) to the registrant & cc'd to NYS GOVBUY Administrative staff
      - iv. Include the ability to cap off individual classroom capacity at determined limits
      - v. Include the ability to change assigned classroom locations based on registration levels
      - vi. Allow real-time exhibitor booth selection
    - b. Allow for a minimum of two login permissions to the registration platform by NY GOVBUY administration to allow full access to create and edit content, view, perform registration revisions and updates, run various reports, etc.
    - c. Allow for a minimum of six additional login permissions by NY GOVBUY Administration for read/write access to the database and to obtain reports.
    - d. Credit card acceptance and transaction payment processing through the OGS Centralized Contract for Payment Processing Services. No payment information shall be kept by the awarded Contractor, other than notification that transaction was accepted/finalized.

- e. Allow on-site registration on the days of the event for non-exhibitor attendees. Registration must be available for exhibitors until a date determined by OGS in consultation with a contractor.
- f. The Contractor is expected to provide weekly updates on registration and provide registration data as requested by OGS. OGS also requires access to readily available raw data before, during, and after the event with the ability to see accurate listings of all advance registration information.
- g. The Contractor will provide dedicated online technical support for registration services to address any issues faced by event attendees that are attempting to register for the event.

#### E. On-Site Registration / Badge Service during GOVBUY

- a. Required on-site hardware:
  - i. A minimum of 10 check-in kiosks / tablets with corresponding badge printers.
  - ii. A minimum of 10 hand-held badge scanners to read QR Codes and to record and report actual classroom attendance by the wearer.
  - iii. All other supplies and equipment necessary for the operation of equipment.
- b. The Contractor shall establish an on-site registration / customer support location at the event location. The Contractor will prepare this event location, and will provide all staff, furniture and/or equipment necessary for this event location.
- c. The Contractor shall distribute badges, badge holders, and lanyards at the registration.
- d. The Contractor shall provide on-site technical support for registration and badge issues. The Contractor shall provide two on-site Technical Support Coordinators.
- e. Contractor must have the capability to provide their own Wi-Fi hotspot for their networking equipment.
- f. OGS may provide hardwire connection for network access to the registration database.
- g. Set-up at the event must be coordinated with OGS. The Contractor shall provide OGS with all specifications and requirements for site preparation necessary for delivery and set-up within a reasonable time.

#### F. Badge Printing, Badge Holders, and Lanyards

- a. The Contractor shall supply the following to accommodate for all event attendees including exhibitors, general attendees, and speakers:
  - i. Badges
  - ii. Badge holders
  - iii. Lanyards

- b. The Contractor must produce and distribute custom badges at the site of the event.
  - c. The Contractor will supply at least 2,750 badges, badge holders, and lanyards, allowing for extras, if necessary.
  - d. If required by OGS, select badges shall be printed and provided to OGS prior to the event. In addition, badges must be printed on-site during check-in for all days of the event.
  - e. Badge design is subject to OGS approval.
  - f. The face of the badge must display GOVBUY event branding.
  - g. Badges must feature the attendee / exhibitor's name and agency / business name.
  - h. QR Codes or barcodes must be featured on the event badge.
  - i. The Contractor must establish a plan for badge printing that will provide for the timely production of badges for onsite event attendees.
  - j. Badges must be scannable. The Contractor shall provide scanners and scan attendees into sessions during the event.
  - k. Badges must be in color.
  - l. The Contractor must provide on-site technical support for badges.
- G. Contractor must provide registration services for non-exhibitors until and during the day of the event (day-of registration). Contractor will provide registration services for exhibitors until a date determined by OGS PS.

## **2.7 Budgeting and Estimation**

The Contractor must develop a comprehensive budget for the event. This includes, but is not limited to:

- A. Cost estimation and vendor management:
  - i. Conduct thorough cost estimation for all event components including venue, catering, décor, entertainment, transportation, and staffing.
  - ii. Research and negotiate with vendors and suppliers to secure competitive pricing while maintaining quality standards. (Note: There may be agency restriction on vendors for certain activities).
  - iii. Obtain quotes and proposals, and make informed recommendations based on cost-effectiveness and suitability.
- B. Budget creation and allocation
  - i. Utilize budgeting tools and templates that aligns with client expectations and event objectives.
  - ii. Allocate funds appropriately across various expense categories in an optimal manner.
- C. Pricing Structure



- i. Develop a clear and transparent pricing structure for client-facing services and event packages.
- ii. Define pricing tiers based on services provided to clients with customizable options.
- iii. Work with OGS, other government entities, and other vendors to implement pricing for the event.

Note: All pricing is subject to OGS PS approval.

## **2.8 Logistic and Scheduling Support**

The Contractor must:

- A. Plan and deliver all conference and event logistics, including but not limited to, recruiting speakers and talent, recruiting exhibitors/vendors, developing conference activities, coordinating and providing furniture and decorations, and developing programming.
- B. Provide program and content development support to design, build, finalize, and ensure successful implementation of all programming for the event.
  - i. Under the advisement of OGS, design the event program from planning to event execution. This includes, but is not limited to, activities such as preparing speaker confirmation letters outlining the timeline for deliverables (i.e., headshot and biography, PowerPoint presentations, supporting materials, registration, etc.), following up with speakers to ensure they meet established due dates, assist with presentation needs, research keynote speakers and on-stage/on-camera talent, and compile speaker biographies, sample videos, references, and program content and materials.
- C. Provide a plan for decorating the event space to OGS for review and approval.
- D. Ensure that decoration materials are consistent with event signage and branding.
- E. Decorate the event space in a manner consistent with the plan approved by OGS PS.
- F. Work under the consultation of OGS to develop a plan for class development and production for the event, including but not limited to:
  - i. Session topics and content
  - ii. Session locations
  - iii. Session speakers and participants
  - iv. Sessions will include the following session types:
    - Class style sessions
    - Panel style sessions
    - Networking sessions
    - An award show
    - A roundtable discussion

- G. Oversee and manage parking logistics, and the loading dock logistics for the event. Vendor will need to work with OGS parking, and OGS Facilities in facilitating these services.
- H. Contractor shall develop and implement a plan for encouraging attendees to visit booths in the event space (attendee engagement plan).
- I. Session plan, parking / loading dock plan, and engagement plan must be reviewed and approved by OGS prior to implementation.

## **2.9 Event Reception**

The Contractor must:

- A. Plan a reception for approximately 50 event attendees during the night prior to the event for a select group of event attendees.
- B. The event reception will take place in the event location at a time prior to the event.
- C. The Contractor shall manage the event reception from setup to teardown.
- D. The Contractor will decorate the location for the event reception (including tables and chairs if necessary).
- E. The Contractor shall provide catering, and refreshments for the event reception.
- F. All event reception plans are subject to OGS review and approval.

## **2.10 Services During Event**

The Contractor must:

- A. Lead the entire event from setup to teardown including event Contractor move-in, pre-conference, rehearsal, and dry-run; and serve as a resource for all on-site logistics throughout the event.
- B. Oversee event contractors from onsite setup to teardown, ensuring that all logistics details are executed smoothly and according to plan.
- C. Advise on the registration process and monitor registrations regularly. Pull standard reports and create customized reports as needed. Takes appropriate action on registrants, including travel, lodging, and other information as applicable.
- D. Ensure high-quality services are provided at the event ranging from sign-in, vendor/buyer issues, food services, and addressing any issues in service immediately (including, but not limited to, vendor/buyer issues).
- E. Photo / Video Services:
  - i. Provide photo and audio/video documentation and make a production of the photos and audio/video as requested by OGS PS. Specific requirements for each request will be provided and agreed upon in writing prior to commencement of the services.

- ii. Film approximately 35 sessions (but no more than 45 sessions) during the GOVBUY Event
- iii. Provide photography services throughout the course of the event

F. Catering Services:

- i. Secure food services for the event from one of the approved food vendors for events held at the Empire State Plaza - Logan's Deli or Mazzone Hospitality. The food services offered during the event must include breakfast and lunch both days, and snacks and beverages available throughout the event.
- ii. Food services for this event must provide the following options:
  - 1. Vegan
  - 2. Dairy-free
  - 3. Shellfish/fish free
  - 4. Hot meals
- iii. Offer refreshments including coffee, water, and other drinks during the event.
- iv. The Contractor's proposed menu is subject to OGS PS pre-approval prior to the commencement of the event.

Food is free to all event participants including, but not limited to general attendees, exhibitors and speakers.

G. Manage the sessions in the event location and address any technical issues experienced by the sessions, ensure that sessions are not exceeding capacity, and address issues in session spaces (if any) as they arise.

H. Event Production Services: The Contractor must provide event production services as needed during the day of the event, including but, not limited to:

- a. Utilizing audio and visual tools available within the event facility to produce a quality audio and visual experience throughout the event.
- b. Providing supplementary audio / visual equipment/services where necessary to allow for a quality audio and visual experience throughout the event.
- c. Audio and visual production plan will be subject to OGS approval.

I. Location Preparation:

The Contractor must coordinate with OGS PS, and all other organizations involved in this event to perform the following services at the event location:

- i. Prepare the event location for the GOVBUY event.
- ii. Provide seating and tables as needed for attendees and decorate the event location. OGS does have seating and tables at the event location, but the Contract may need to provide additional seating and tables as necessary.
- iii. Provide approximately 300-325 booths including tables, chairs, electricity, and pipe and drape. Set up the vendor booths prior to the start of the event.
- iv. Move event equipment and materials, and OGS signage to the locations designated by OGS PS (including off-premise signage, for example, at the end of the concourse or parking areas if deemed necessary).

## 2.11 Post-event Activities

The Contractor must:

- A. Create and distribute two GOVBUY surveys - one to be completed by event attendees and one to be completed by event exhibitors.
- B. Prepare a final report for the event that summarizes the event highlights, evaluation feedback from attendees and exhibitors, event data, survey results, steering committee members, and OGS PS staff feedback recommendations to improve the event.
- C. Prepare and distribute materials including thank you letters, emails, etc. to event participants.
- D. Transition all event materials, both physical and digital, to OGS PS after the conclusion of the event.

## 2.12 Event Collaboration

Contractor must work collaboratively with OGS, other governmental entities, and any other private and non-profit entities as determined by OGS during all stages of the event

## 2.13 Background Checks

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

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

Term	Definition
Suitability	Identifiable character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely to be able to perform the requirements of a contract at OGS On-Site locations without undue risk to the interests of the State.
Suitability Determination	A determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements On-Site without undue risk to the interests of the State.

The Contractor shall maintain a continuous list of background checks and suitability determinations noted above and shall provide this list to the Chief Procurement Officer prior to the commencement of services. The list shall be updated and resubmitted to the Chief Procurement Officer as changes occur including any On-Site incidents.

### **Background Check Guidelines**

The Contractor is responsible for completing background checks and making suitability determinations on its employees prior to the employees beginning On-Site work. Compliance with the requirement for

performing a background check and making a suitability determination shall not be construed as providing an employee clearance to secured areas.

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

<b>Background Check: Information Resources</b>
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| <ul style="list-style-type: none"><li>▪ Verification that the individual is not named on a national watched person database, including the Specially Designated Nationals and Blocked Persons list published by the U.S. Treasury Department.</li><li>▪ Criminal History checks to be performed either by using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration (“NYSOCA”) and comparable searches of states where the person has lived, worked, or attended school during the past 5 years; OR by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked, or attended school during the last 5 years.</li><li>▪ DMV driving records.</li><li>▪ Social Security Number trace.</li><li>▪ Verification of U.S. citizenship or legal resident status.</li><li>▪ Residential history. This should be requested on the employment application to compare against data from the DMV, or other records searches, for verification.</li></ul> |
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In making a suitability determination, the contractor shall consider, at a minimum, the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State.

<b>Background Check: Indicators of Unsuitability</b>
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| <ul style="list-style-type: none"><li>▪ Loyalty or terrorism issues.</li><li>▪ Patterns of conduct (e.g., alcohol/drug abuse, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct).</li><li>▪ Dishonorable military discharge.</li><li>▪ Felony and misdemeanor offenses.</li><li>▪ Employment-related misconduct, including dishonesty, criminal, or violent behavior.</li></ul> |
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The Contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination.

### **Background Check: Factors Affecting Determination**

- The nature, extent, and seriousness of the conduct.
- The circumstances surrounding the conduct.
- The frequency and recency of the conduct.
- The individual's age and maturity at the time of the conduct.
- The presence or absence of rehabilitation and other pertinent behavior changes.
- The potential for pressure, coercion, exploitation, or duress.
- The likelihood of continuation of the conduct.
- How, and if, the conduct bears upon potential job responsibilities.
- The employee's employment history before and after the conduct.

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

#### ***Employee Removal***

At any point, should the Contractor become aware that an employee working On-Site poses an unacceptable risk to the State, the Contractor shall immediately remove that employee from the site, notify the Chief Procurement Officer that such a removal has taken place, and replace them with a qualified substitute immediately.

#### ***Notification***

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

## **2.14 Contractors Compensatory Liability**

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

### 3. Quote Submission

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#### 3.1 RFQ Questions and Clarifications

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

Amber Risch, Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration – Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza  
Albany, NY 12242  
Phone: 518-474-1176  
E-mail: [amber.risch2@ogs.ny.gov](mailto:amber.risch2@ogs.ny.gov)

All questions should cite the specific page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFQ. The final deadline for submission of any questions/clarifications regarding this RFQ is stated in Section 1.3 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

#### 3.2 Quote Format and Content

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

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

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

- A. Cover Letter: The cover letter should confirm that the Bidder understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should include the full contact information of the Bidders Representative that OGS shall contact regarding the quote. A Bidder representative authorized to make contractual obligations must sign the cover letter.
- B. Proof of Minimum Qualifications: Bidders must submit sufficient information to prove their ability to meet the minimum qualification as set forth in Section 1.4.
- C. Experience: Bidders must provide a plan outlining how contract services shall be provided as required by Section 2 – Scope of Work.
- D. Staffing Plan: Bidders must provide the following staffing information:
  - a. Pool of trained, experienced personnel dedicated to providing the required contract services.

- b. A plan to ensure additional or replacement staff will be provided in the case of an absence (i.e., illness, personal day or vacations) or an unanticipated increase in required services.
- E. Pricing: Bidders shall submit a completed Quote Proposal Form (Attachment 1). Bidder shall not provide alternative pricing or deviate from the Quote Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the quote.
- F. References: OGS reserves the right to contact references. The reference data should include:
  - i. Client company name
  - ii. Client contact person
  - iii. Contact person's title, address, telephone number, and email.
  - iv. Type of event management services were provided for.
- G. Administrative Submission:
  - i. All other required completed forms from RFQ Appendix B.
  - ii. Signed quote addenda (if any)
  - iii. Important Notes:
    - a. Insurance – Bidders are reminded of the insurance requirements as described in Appendix D. The selected Bidder will be required to provide all necessary documentation upon notification of selection
    - b. M/WBE & EEO Requirements- Bidders are reminded of the requirements as described in Appendix E.
    - c. SDVOB Requirements- Bidders are reminded of the requirements as described in Section 5.8.
    - d. Vendor Responsibility - Bidders are reminded of the requirement as described in Section 5.10 – NYS Vendor Responsibility Questionnaire 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 six months.
    - e. Document Consistency - An award will only be made to the entity which has submitted a quote. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

### **3.3 Quote Preparation**

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

### **3.4 Packaging of RFQ Response**

Please submit:

- A. One original and one exact copy of the Quote Proposal Form (Attachment 1).
- B. One original and one exact copy of: Cover Letter, Minimum Qualifications information
- C. One original and one exact copy 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 proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- A. Bidder's complete name and address
- B. Solicitation Number – Request for Quote No. 2986
- C. Quote Due Date and Time: (as indicated in Section 1.3 - Key Events)
- D. Quote for: Event Management 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 Bidders who furnish all required information and meet the mandatory requirements will be considered.

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

NYS Office of General Services  
Financial Administration - Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Building, Empire State Plaza  
Albany, NY 12242  
Attn: Amber Risch  
Quote # 2986

**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 Bidder for work performed in the preparation and production of a quote or for any work performed prior to the formal execution and approval of a contract.

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

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

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

**the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Quote.**

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

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

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

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering quotes. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-1176 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

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

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

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

## **4. Administrative Information**

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### **4.1 Issuing Office**

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

### **4.2 Method of Award**

OGS intends to award one contract to the responsive and responsible Bidder who represents the best value to the State based on experience, operational plan, staffing plan, and price.

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

The Event Total quote amount of the successful Bidder 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 Price**

The Contractor's quoted price shall be inclusive of all: labor and equipment cost; administrative, reporting or other requirements; overhead costs and profit; travel; shipping to and from Albany NY; licenses; insurance; and any other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

All Proposers must submit their event total using Attachment 1 – Quote Proposal Form. Any additions, exceptions, incompleteness, altering qualifiers, assumptions, ranges, clarifications, etc. to the cost proposal form may result in rejection of the proposal.

Price shall be represented as deliverable based as follows:

Deliverable 1 - Launch of the GovBuy 2025 Website, Exhibitor Registration and General Attendee Registration (25% of payment)

Deliverable 2 - Completion of the GovBuy 2025 Event (50% of payment)

Deliverable 3 - Completion of all GovBuy 2024 Deliverables including post-event services (25% of payment)

The Event Total Quote will be used to develop the contract value and for evaluation purposes only. The Contractor shall only be paid for actual services satisfactorily provided.

OGS expects that the rates proposed are competitive and reflect the current marketplace for similar services within the State of New York.

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

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

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

#### **4.4 Term of Contract**

This contract will commence upon OSC approval and be in effect for one year.

#### **4.5 Method of Payment**

For purposes of this contract, an itemized invoice shall be submitted upon the satisfactory completion of each deliverable.

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

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

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

All Invoices are to be submitted for payment to:

**Office of General Services**

**C/O BSC / Accounts Payable**

**1220 Washington Ave., Bldg. 5, 5th Fl**

**Albany, New York 12226**

or

**[Accountspayable@ogs.ny.gov](mailto:Accountspayable@ogs.ny.gov)**

#### **4.6 Electronic Payment**

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

to the above website and complete the Substitute W-9 form and submit following the instructions provided.

#### **4.7 Past Practice**

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

#### **4.8 Dispute Resolution**

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

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

#### **4.9 Exceptions and Extraneous Terms**

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

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Key Events (Section 1.3). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFQ), or directly to the requesting vendor.

#### **4.10 Debriefings**

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

## 4.11 Examination of Contract Documents

- A. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- B. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
- C. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Amber Risch, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: [amber.risch2@ogs.ny.gov](mailto:amber.risch2@ogs.ny.gov) a written request for an interpretation thereof. If a major change is involved to which all bidders must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3 - Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to bidders who have registered Intent to Submit a Proposal.
- D. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
- E. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

## 4.12 Procurement Rights

The State of New York reserves the right to:

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

- H. Waive any non-material requirement not met by all Bidders.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of quotes.
- N. Disqualify any bidder whose conduct and/or quote fails to conform to the requirements of the RFQ.
- O. Prior to the quote opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more quotes are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

### **4.13 Rules of Construction**

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

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

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

Appendix A - Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (June 2023)
2. Contract Agreement
3. OGS RFQ No. 2986 (This Document) Including any addenda
4. Selected Contractor's Quote

### **5.2 Procurement Lobbying Requirement**

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and 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/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Designated staff, as of the date hereof, is identified on the first page and in Section 1.2 - Designated Contacts OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

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

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

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

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information.

This can be accomplished by completion of the applicable question on the contractor information page in Appendix B hereto. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## **5.5 General Requirements**

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

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

## **5.6 Extent of Services**

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

## **5.7 Termination**

### **A. Termination**

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

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

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

## **B. Procurement Lobbying Termination**

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

## **C. Effect of Termination**

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

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

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

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

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

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

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

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

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link

below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [www.osc.state.ny.us/vendors/index.htm](http://www.osc.state.ny.us/vendors/index.htm)

Form to be completed: [www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)

## **5.10 NYS Vendor Responsibility Questionnaire**

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

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, <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](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>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

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

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

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

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

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the

Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

### **5.11 Ethics Compliance**

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

### **5.12 Indemnification**

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

### **5.13 Force Majeure**

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

### **5.14 Encouraging Use Of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State

businesses in the fulfillment of the requirements of this agreement. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

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

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

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

## **5.15 Sexual Harassment Prevention**

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

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

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

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

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

## **Solicitation 2986**

### Appendix B – Required Forms

## Required Forms – Table of Contents

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

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



## Contractor Information

Solicitation Number

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

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

Please identify if any of the following apply:

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

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



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

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

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

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

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

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### **Background:**

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

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

### **Instructions:**

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

## Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

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

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

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

## Procurement Lobbying Termination

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





that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

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

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

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

Generally, the Human Rights Law applies to:

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

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

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

## **Small Business Certifications**

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

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

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

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

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

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

D. employs less than 300 persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

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

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

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

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



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

<b>Solicitation No.:</b>	<b>Reporting Entity:</b> <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
<b>Contractor/Subcontractor's Name:</b>		
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>		

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification								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																		

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	

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

# **RFQ Appendix C**

## **Sample Contract**

### **Solicitation No. 2986**

**SAMPLE**

**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
AGREEMENT FOR  
EVENT MANAGEMENT SERVICES AND REGISTRATION  
AT THE EMPIRE STATE PLAZA**

**IN ALBANY, NY**

**WITH**

**(CONTRACTOR)**

**CONTRACT #OGS01-C00XXXX-1140000**

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

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the Event Management Services for the New York State GovBuy 2025 at the Empire State Plaza located at 100 S Mall Arterial, Albany, NY 12242 (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain event management and registration services therefore, and

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

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

**1. CONSIDERATION**

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

## **2. TERM**

This Agreement shall commence upon OSC approval and will be in effect for one year unless sooner terminated as herein specified.

## **3. SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Quote No. 2986, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

## **4. TERMINATION**

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

## **5. RECORDS**

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

## **6. TAXES**

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

## **7. INDEPENDENT CONTRACTOR**

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

## **8. APPENDIX A**

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

## **9. ASSIGNMENT**

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

## **10. LAW**

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



## **11. CONDITIONS PRECEDENT**

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

## **12. ENTIRE AGREEMENT**

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

## **13. EXECUTORY CLAUSE**

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

## **14. INCONSISTENCIES**

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

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2986 including Addenda
4. Appendix C – Contractor's Bid

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

## **15. FORCE MAJEURE**

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

## **16. ASSIGNMENT BY STATE**

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to

another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

## **17. NOTICES**

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

## **18. CAPTIONS**

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

## **19. SEVERABILITY**

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

## **20. INFORMATION SECURITY BREACH**

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

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.

- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

## **21. CONTRACTOR RESPONSIBILITY**

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

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

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

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

SAMPLE



# Sample Contract

## Appendix A

### STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

# **Sample Contract**

## **Appendix B**

### **Request for Quote**

SAMPLE

# **Sample Contract**

## **Appendix C**

### **Contractor's Bid**

**SAMPLE**



## Appendix D – Insurance Requirements

## Insurance Requirements

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

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

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

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

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

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

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

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

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

**3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

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

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

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

**4. Primary Coverage.** All Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

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

**7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

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

**9. Additional Insured.** The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going and completed operations naming as additional insured (via ISO form CG 20 10 12 19 and CG 20 37 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York

State Office of General Services, and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

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

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

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

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

- For certificates of insurance: 5 business days;
- For information on self-insurance or self-retention programs: 15 calendar days;
- For other requested documentation evidencing coverage: 15 calendar days;
- For additional insured and waiver of subrogation endorsements: 30 calendar days; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

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

**B. Insurance Requirements**

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

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

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

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

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

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

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

## **2. Professional Liability:**

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, create and distribute surveys, prepare a final report for the event that summarizes the event highlights; evaluation feedback from attendees, committee members, and OGS staff, recommendations to improve the program planning, content, event logistics; exhibit hall activities; and reconciliation of revenue and expenses).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one (1) year from the time work under any Contract resulting from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to OGS upon request.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

**3. Crime Insurance:** If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

**4. 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.

**5. Workers' Compensation Insurance and Disability Benefits Requirements**

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.businessexpress.ny.gov](http://www.businessexpress.ny.gov));
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or



- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

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

# **RFQ Appendix E**

## **M/WBE and EEO Requirements**

### **RFQ #2986**

# **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](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

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

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

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

**IV. Contract Goals**

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

## B. Good Faith Efforts

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

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

## V. Fraud

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

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

## RFQ #2986 - ATTACHMENT 1 QUOTE PROPOSAL FORM

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

The Contractor listed above agrees to provide all services in accordance with the specifications in this RFQ for the prices proposed below.

Note: Proposal submitted must include a value for each item listed on the Cost Proposal Form. Failure to do so may result in the rejection of the proposal. See Section 4.3 – Price, for details.

<b>Deliverable:</b>	<b>Total Deliverable Cost:</b>
Deliverable 1 –Launch of the GOVBUY 2025 Website, Exhibitor Registration, and General Attendee Registration (25% of Payment)	\$
Deliverable 2 – Completion of the GOVBUY 2025 Event (50% of Payment)	\$
Deliverable 3 – Completion of All GOVBUY 2025 Deliverables – including post – event services (25% of payment)	\$

<b>Grand Total Cost (Deliverables 1, 2, and 3):</b>
\$

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE