



Office of General Services

Request for Proposals (RFP) 1902

**Solicited by the New York State Office of General Services
For
Snow Plowing & Snow Removal
At
The W. Averell Harriman State Office Building Campus,
The Governor Nelson A. Rockefeller Empire State Plaza
And
Other Downtown Locations
In
Albany, New York**

RFP Issue Date: Friday, June 12, 2015

Mandatory Pre Bid Conference and Site Visits: Thursday, July 9, 2015

- Campus, Building 18 - 9:00 am
- Cathedral Lot, DT Albany - 12:30 pm

Due Date for Submission of Bids: Thursday, July 30, 2015 at 2:00 PM EST

Designated Contact:

Tammy Rock
Voice: 518-474-5981

E-mail: tammy.rock@ogs.ny.gov

Alternate Designated Contact:

Warren Joscelyn
Voice: 518-474-5981

E-mail: warren.joscelyn@ogs.ny.gov

This page intentionally left blank.

Table of Contents

1. INTRODUCTION 6

1.1 Overview 6

1.2 Designed Contact..... 6

1.3 Mandatory Pre-Bid Conference / Site Visit 7

1.4 Key Events 8

1.5 Minimum Proposer Qualifications 8

2. BID SUBMISSION 9

2.1 RFP Questions and Clarifications 9

2.2 Proposal Format and Content..... 9

 2.2.1 Technical Proposal..... 9

2.3 Cost Proposal..... 11

2.4 Administrative Proposal 11

2.5 Proposal Preparation 11

2.6 Packaging of RFP Response 12

2.7 Instructions for Proposal Submission..... 13

3. ADMINISTRATIVE INFORMATION 15

3.1 Issuing Office..... 15

3.2 Method of Award 15

3.3 Price 15

3.4 Term of Contract 16

3.5 Price Adjustment (Escalation / De-escalation)..... 16

3.6 Method of Payment 17

3.7 Electronic Payment 18

3.8 Past Practice 18

3.9 Exceptions and Extraneous Terms 18

3.10 Dispute Resolution 19

3.11 Examination of Contract Documents 19

3.12 Contractor Responsibilities 19

3.13 Rules of Construction 20

3.14 Glossary of Terms 20

4. EVALUATION AND SELECTION PROCESS 21

4.1 Proposal Evaluation 21

4.2 Proposal Scoring..... 21

4.3 Evaluation Process 21

4.3.1 SUBMISSION REVIEW 21

4.3.2 TECHNICAL EVALUATION (50%)..... 22

4.3.3 COST PROPOSAL EVALUATION (50%) 22

4.3.4 FINAL COMPOSITE SCORE (100%) 22

- 4.4 Notification of Award 22
- 5. SCOPE OF WORK 23**
 - 5.1 Scope of Work - General..... 23
 - 5.2 Additional Services..... 24
 - 5.2.1 Snow Removal 25
 - 5.2.2 Call Back Service-Deicing / Plowing: 25
 - 5.3 Contractors Compensatory Liability 25
 - 5.4 Location of Work / Group Descriptions 26
 - 5.5 Scheduling..... 28
 - 5.6 Hours of Performance 28
 - 5.7 Site Preparation/Marking..... 28
 - 5.8 Staffing Expectations 29
 - 5.9 Security Procedures 29
 - 5.10 Administrative and Reporting Requirements 29
 - 5.11 Prevailing Wage Rate Advisory Notice 30
 - 5.12 Drawings / Site Plans of Parking Facilities..... 31
- 6. CONTRACT CLAUSES AND REQUIREMENTS 81**
 - 6.1 Appendix A / Order of Precedence 81
 - 6.2 Procurement Lobbying Requirement 81
 - 6.3 Contractor Insurance Requirements 81
 - 6.4 Tax and Finance Clause 84
 - 6.5 M/WBE & EEO Requirements..... 85
 - 6.6 Freedom of Information Law / Trade Secrets 87
 - 6.7 General Requirements 88
 - 6.8 Contract Terms..... 89
 - 6.9 Subcontractors 89
 - 6.10 Procurement Rights 90
 - 6.11 Extent of Services 91
 - 6.12 Right to Know 91
 - 6.13 Debriefings 92
 - 6.14 Termination 92
 - 6.15 NYS Vendor Responsibility Questionnaire For-Profit Business Entity..... 92
 - 6.16 New York State Vendor File Registration 94
 - 6.17 Ethics Compliance 94
 - 6.18 Extension of Use 94
 - 6.19 Indemnification 95
 - 6.20 Force Majeure 95
 - 6.21 Encouraging Use of New York State Businesses in Contract Performance..... 95
 - 6.22 Mercury Added Consumer Products 96
 - 6.23 Diesel Emissions..... 96

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

Appendix B.....Required Forms

Appendix C.....Sample Contract

Attachment 1..... Cost Proposal Form

Attachment 2..... Proposers References Form

1. Introduction

1.1 Overview

The New York State Office of General Services (OGS), through this solicitation, seeks a contractor or multiple contractors to enter into a 5-year contract to provide snow plowing, snow blowing, snow shoveling, salting, sanding, and snow/ice removal services of designated OGS parking facilities, sidewalks, stairways, parking entrance ways and parking travel lanes. The parking facilities to be serviced are in Albany, New York and include the Averell Harriman State Office Building Campus facility (Campus), the Governor Nelson A. Rockefeller Empire State Plaza (ESP) and other Downtown Albany locations.

1.2 Designed Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, NYS Office of General Services, Division of Financial Administration has been designated the **PRIMARY** contact for this procurement solicitation and may be reached by email or voice for all inquiries regarding this solicitation.

Tammy Rock, Contract Management Specialist I
NYS Office of General Services - Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1- 518- 474- 5981
Email: tammy.rock@ogs.ny.gov

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

Warren Joscelyn, Contact Management Specialist I
NYS Office of General Services
Voice: 1- 518- 474- 5981
Email: warren.joscelyn@ogs.ny.gov

Diane Robinson, Contact Management Specialist II
NYS Office of General Services
Voice: 1- 518- 474 -5981
Email: diane.robinson@ogs.ny.gov

Bill Macey, Contact Management Specialist III
NYS Office of General Services
Voice: 1- 518- 474- 5981
Email: bill.macey@ogs.ny.gov

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

Anuola Surgick, Minority Business Specialist II
New York State Office of General Services
Office for Minority and Women Owned Business Enterprises
Empire State Plaza, Corning Tower -29th Floor, Albany, NY 12242
Voice: 1-518-486-9284
Email: anuola.surgick@ogs.ny.gov

1.3 Mandatory Pre-Bid Conference / Site Visit

Offerors intending to submit a bid will be required to attend a mandatory pre-bid conference and a subsequent site visit, which will include an informational meeting and a tour of the facility(ies) on the date and time indicated in Section 1.4 - Key Events below. This is the only date and time available for the Pre-Bid Conference and subsequent Site Visit. Alternate dates for additional pre-bid conference and site visit(s) **will not** be available.

Failure to attend the mandatory pre-bid conference and site visit will result in rejection of the bid.

The facilitator of the event will publicly announce the official start time of the pre-bid conference/site visit, which announcement shall be made no sooner than the time stated in “Section (1.4) of Key Events” below. Prospective Offerors arriving after the official start time of the site visit will be precluded from attending the site visit, and therefore unable to submit a responsive bid.

Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation via the issuance of an addenda. Therefore, it is imperative that the provided information be legible and accurate. **Completion of the Site Visit Verification Form (included in Appendix B – Required Forms) is also required and must be submitted with your bid.**

Due to security restrictions, all Offerors' are encouraged to pre-register for access to the Campus with Ms. Maria Owens by telephone at (518) 457-5585 or by email at maria.owens@ogs.ny.gov. For access to the ESP/Downtown Albany buildings, Offerors are encouraged to pre-register with Lucia Mahler by telephone at (518) 474-0115 or by email at lucia.mahler@ogs.ny.gov.

For the W. Averell Harriman State Office Building Campus:

- Offerors will meet in the Campus Manager's Office, Campus Building 18, Suite 101, 12226 Washington Avenue, Albany, NY 12226.

For the Governor Nelson A. Rockefeller Empire State Plaza and Downtown Locations:

- Offerors will meet in the Cathedral Lot, Madison Avenue, Albany, NY 12242.

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

The mandatory pre-bid conference / site visit will provide an opportunity for Offerors to see firsthand the existing equipment/site conditions, the tasks to be performed and the special needs of the facilities. Questions during the pre-bid conference/site visit will be permitted. It is suggested that the Offeror note the question and ask at the end of the tour.

Verbal answers are not official answers. All questions asked at the mandatory pre-bid conference /site visit or after the mandatory pre-bid conference / site visit must be submitted via email to the designated contact for this solicitation no later than the date and

time indicated in “Section 1.4 - Key Events”. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-bid conference / site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Offerors would like addressed at the mandatory pre-bid conference / site visit, Offerors should submit them in writing as instructed in “Section 2.1 – RFP Questions and Clarifications”, to the designated contact prior to the date of the mandatory pre-bid conference / site visit. Questions during the mandatory pre-bid conference / site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

1.4 Key Events

The Table below outlines the schedule for important action dates / times:

Actions	Date / Time
OGS issues Request for Proposal (RFP) 1902	06/12/2015
Date and Time of Mandatory Pre-Bid Conference and Site Visit Campus, Building 18, Suite 101	07/09/2015 @ 9:00 AM
Date and Time of Mandatory Site Visit Cathedral Lot, Albany	07/09/2015 @ 12:30 PM
Deadline for Submission of Offeror Questions	07/13/2015
OGS Issues Responses to Written Questions (estimated)	07/17/2015
Bid Due Date/ Bid Opening Date	07/30/2015 @ 2:00 PM EST
Contract Start Date	10/01/2015

1.5 Minimum Proposer Qualifications

The following minimum qualifications must be met by each Offeror:

- a. The Offeror shall have had a minimum of three (3) years previous experience of commercial snow plowing and removal services.
- b. Provide three (3) References to support the company’s experience “Attachment 2 – Proposer References”.

END OF INTRODUCTION SECTION

2. Bid Submission

2.1 RFP Questions and Clarifications

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

Tammy Rock, CMSI
OGS Division of Financial Administration
32nd Floor, Corning Tower, ESP
Albany, NY 12242
Phone: 518-474-5981
e-mail: tammy.rock@ogs.ny.gov

Questions and requests for clarification are only accepted via email or in writing. Official answers to questions will be provided via addendum. Solicitation addenda will be provided via e-mail to all Offerors who attend the mandatory pre-bid conference / site visit. It is the sole obligation of the Offeror to provide a legible email address for the purposes of any Addendum (a).

Deadline for submission of questions will be as stated in “Section -1.4 Key Events”. Any questions received after the due date and time in “Section- 1.4 Key” Events will not be addressed.

2.2 Proposal Format and Content

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

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

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

2.2.1 Technical Proposal

No overt statements about cost shall be included in the Technical Proposal.

2.2.1.1 Cover Letter

The cover letter must;

- 1) confirm that the Offeror understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP,
- 2) state which Group(s) you are bidding on,

- 3) confirm that should the contract be awarded to your company, you would be prepared to begin services as referenced in “Section 1.4 – Key Events”,
- 4) include the full contact information of the person(s) NYS OGS shall contact regarding the proposal,
- 5) be signed by a Offeror representative authorized to make contractual obligations.

2.2.1.2 Minimum Requirements

Proposers must submit verifiable proof of meeting minimum requirements as noted above in “Section 1.5 - Minimum Proposer Qualifications”. Failure to meet the minimum Proposer qualifications will result in Proposer disqualification.

2.2.1.3 Project Approach

A project approach specifies how the proposer will achieve the required deliverables identified in “Section 5 –Scope of Work”. Offeror shall submit a project approach individually for each group being bid. A combined project approach for both Groups 1&2 will not be accepted.

Offeror must submit, with their proposal, documentation which addresses the items 1 and 2 below, plus any other documentation Offeror chooses to include that demonstrates the Offeror’s ability to successfully execute the provisions contained in this Request for Proposals.

- 1) Offeror shall provide a “Plan of Operation” which describes the deployment of manpower and equipment to timely execute the work described in the Request for Proposals (RFP). The plan must detail specific resources being proposed for each location and event, as well as how the one hour response requirement will be met. Describe plan for addressing any OGS concerns or complaints, include chain of command for escalation.
- 2) Provide a complete list of equipment Offeror proposes to use specifically for the work of this contract, including quantities of each item as well as make, model, age, capacity, etc. If Offeror does not currently own and/or lease said equipment, then Offeror shall demonstrate the ability to furnish such equipment, (for example, Offeror shall provide a “letter of intent” from the supplier which demonstrates Offeror’s financial resources to lease/purchase said equipment).

2.2.1.4 Experience and Qualifications

- 1) Company Experience and Qualifications
 - a. Describe your firm’s experience as a snow plowing and snow removal company.
 - b. Please include how long your company has been providing this service within your current business structure.
 - c. Provide a detailed description of services provided for snow plowing and snow removal and a listing of the customers and the timeframes of the engagements.
 - d. Must provide three (3) References to support the company’s experience “Attachment 3 – Proposer References”.
- 2) Proposed Personnel Experience and Qualifications

- a. Provide skill level and number of people Offeror proposes to use specifically for the work of this contract. If Offeror does not currently employ the complete staffing proposed, then Offeror shall demonstrate the ability to furnish said personnel, (for example, Offeror shall describe recruitment process Offeror intends to pursue).

2.3 Cost Proposal

All Proposers must submit their proposed rates on “Attachment 1 – Cost Proposal Form”.

The Attachment 1-Cost Proposal Form will be emailed in excel format, by the designated contact, to only those vendors that attend the mandatory pre-bid conference and site visit (See sections 1.3 and 1.4). A sample cost proposal form can be found attached to this RFP.

Proposer shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the quote.

Offeror shall submit a completed Attachment 1 - Cost Proposal Form, the complete list of lots/parking facilities included in this RFP has been grouped into 2 cost packages which can subsequently result in 2 separate contracts. Offerors may bid on one or both cost packages. Each cost package that the Offeror wishes to be considered for must be filled in completely.

2.4 Administrative Proposal

Complete and submit all forms from Administrative Proposal (Appendix B –Required Forms).

Note:

- Vendor Responsibility Questionnaire [(VRQ) (RFP section 6.15 and link in Appendix B)] Proposers are reminded of the requirement as described in section 6.17, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
- Insurance – Proposers are reminded of the insurance requirements as described in Section 6.3. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
- M/WBE & EEO Requirements- Proposers are reminded of the requirements as described in Section 6.5.
- A Proposer shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.
- Document Consistency - An award will only be made to the entity which has submitted proposal. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

2.5 Proposal Preparation

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

2.6 Packaging of RFP Response

The Proposal should be sent in a single shipping carton, but must be organized in three (3) parts: (1) Administrative Proposal; (2) Technical Proposal; and (3) Cost Proposal.

Therefore, each part must be bound and packaged in separate, sealed envelopes/containers.

- Four (4) Original and Five (5) Copies of the Technical Proposal
- One Original and Three (3) Copies all with original Signature Page of the Cost Proposal (Attachment 1 – Cost Proposal Form)
- One (1) Original and three (3) copies of the Administrative Proposal (Appendix B –Required Forms),
- Four (4) original signed solicitation agenda, if applicable

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

- Offeror's complete name and address
- Solicitation Number – 1902 (this document)
- Proposal Due Date and Time: (as indicated in “Section 1.4, Key Events”)
- Proposal for Snow Plowing and Removal Services at the State Campus and ESP, Albany, NY

Each package (i.e., Administrative Proposal, Technical Proposal, and Cost Proposal) must be separately sealed and have a label on the outside of the package or shipping container outlining the following information:

<p><i>Proposal Address Label:</i></p> <p>OGS RFP No. 1902 PROPOSER NAME PROPOSER ADDRESS</p> <p>Indicate package contents, as applicable: <i>ADMINISTRATIVE, TECHNICAL or COST</i> <i>PROPOSAL</i></p>
--

Failure to provide such information on the cover of the sealed packages **may necessitate the premature opening of the proposal and may compromise confidentiality.** Proposer shall have no claim against the State arising from such opening and such opening shall not affect the validity of the Procurement. Notwithstanding OGS right to open the package to ascertain the contents, Proposer assumes all risk of late delivery associated with the Submissions not being identified, packaged, or labeled in accordance with the foregoing requirements.

2.7 Instructions for Proposal Submission

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

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

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

OGS Financial Administration
Corning Tower, 32nd Floor
Empire State Plaza
Albany, NY 12242
Attn: Tammy Rock
Bid # 1902

E MAIL OR FAXED PROPOSAL 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 Offeror for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract. Proposals must be received in the above office on or before **2:00 PM on the date indicated in "section 1.4 Key Events"**. **Offerors assume all risks for timely, properly submitted deliveries.**

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

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Offerors mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Proposal submissions. Offerors are cautioned that receipt of proposals in the OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

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

Important Building Access Procedures for Delivered Proposals:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518 474 5981 at least 48 hours prior to the proposal opening.** 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 proposals or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

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

<http://www.ogs.state.ny.us/parking/forVisitor/visitor.html>

END OF PROPOSAL SUBMISSION SECTION

3. Administrative Information

3.1 Issuing Office

This RFP is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Real Property Management & Facilities Group.

3.2 Method of Award

This is a multiple award solicitation. However, one contractor could win both awards. It is the Office of General Services' intention to award two contracts for "Group" of parking facilities, based upon best value. A best value award is one that optimizes quality, cost, and efficiency. Bidders may bid on one or both Groups. OGS will evaluate responsive and responsible Offerors' proposal for all of the requirements specified in this RFP, in accordance with the evaluation criteria set forth in "Section 4 - Evaluation and Selection Process".

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

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

3.3 Price

The price bid for services shall be submitted on the **Attachment 1 – Cost Proposal Form**. Bid prices shall be all inclusive. For example, bid prices shall include labor, materials, tools, equipment, insurance, fees, travel, meals, lodging, administrative costs, overhead, profit, and any and all other costs. Bidders must provide pricing for every item and location listed on Attachment 1 for the Group being bid. Incomplete bids will be rejected.

The Attachment 1-Cost Proposal Form will be emailed in excel format, by the designated contact, to only those vendors that attend the mandatory pre-bid conference and site visit (See sections 1.3 and 1.4). A sample cost proposal form can be found attached to this RFP.

For purposes of the intended contract(s) resulting from this Request for Proposals, the term snow/ice event shall be the occurrence of falling snow and/or ice and the occurrence of subsequent ice formation as a result of falling snow and/or ice. Under the per event off-season bid, each event shall include the total duration of the snow/ice storm. OGS recognizes that not all storm events are of the same duration, for example some storms may last 1 hour whereas others may last two days. For the purposes of event off-season pricing, it will be considered as one event

The Attachment 1 for each Group consists of three components; (A) Base Bid Lump Sum, (B) Base Bid Event Price, and (C) Additional Services. Estimated quantities are used on Attachment 1 for evaluation purposes.

A. Base Bid Monthly In-Season Lump Sum services shall;

- i. Represent a per month price for services rendered *during the months* of November 1st through March 31st.
- B. Base Bid Per Event Off-Season Price services shall;
- i. Represent the unit price per snow/ice event for each lot/ parking facility should services be required *prior to* November 1st *or after* March 31st.
- C. Additional Services shall include services required in addition to the Base Bid services defined in this RFP and approved as Additional Services by the Director of the OGS Real Property Management & Facilities Group or his/her designee. For purposes of this RFP, "Additional" services shall include snow/ice removal and off-site disposal, as well as Deicing calls outside of an actual snow/ice event. Additional Services shall be requested and/or approved by the OGS and not required because of any acts or omissions of the Contractor.
- i. Unit price for Snow Removal Full Service (loading & hauling off site). Price shall be represented as per cubic yard.
 - ii. Unit price for Snow Removal OGS Staff Load & Contractor Haul. Price shall be represented as per cubic yard.
 - iii. Unit price for Call Back Service – Deicing / Plowing. Price shall be submitted as an hourly rate to address any snow or ice accumulations resulting from causes other than freezing precipitation during a snow/ice event such as accumulations forming as the result of drifting, run-off or other freeze/thaw cycle events.

3.4 Term of Contract

This contract will commence on October 1, 2015 through September 30, 2020.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See "Section 6.14 – Termination".

3.5 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, as published by the U.S. Department of Labor, Bureau of Labor Statistics Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is

awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2008 CPI and the June 2009 CPI and become effective September 2009.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing.

Request and documentation must be sent to the OGS Contracts Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242.

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

3.6 Method of Payment

Base Bid Payments

Invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month on a **company invoice** or New York State Standard Voucher. ***The invoice for the month of March shall not be submitted and will not be due or owing until all end of season repairs are completed and approved by the Facility Manager (see Section 5.1(f)).***

Additional Services Payments

Additional services **must be prior approved** by the Director of OGS Real Property Management & Facilities Group or his/her designee and a letter authorizing such services must be provided to the contractor by OGS. When the work is successfully completed and approved by the Facility Manager, the contractor shall submit an invoice or a standard voucher for payment with the work authorization letter and any supporting documentation as required attached.

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

Each invoice must contain the Contract ID number (i.e.: C00XXXX).

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

All invoices must be submitted for payment to either:

**NYS OFFICE OF GENERAL SERVICES
BUSINESS SERVICE CENTER (BSC) -or- AccountsPayable@ogs.ny.gov
ACCOUNTS PAYABLE UNIT
EMPIRE STATE PLAZA STATION
P. O. BOX 2117
ALBANY, NEW YORK 12220-0117**

Also, a copy of the invoice must be forwarded to the OGS Facility Manager(s)

3.7 Electronic Payment

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

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

3.8 Past Practice

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

3.9 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 bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Key Events (Section 1.4). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFP), or directly to the requesting bidder.

3.10 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide bidders with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. OGS Financial Administration encourages bidders to seek resolution of disputes through consultation with OGS Financial Administration staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Bidders may be obtained by contacting the designated contact person identified on the front of the bid document.

3.11 Examination of Contract Documents

- 1) Each Offeror is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- 2) Each Offeror 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 Offeror to fulfill every detail of all the requirements of the documents governing the work. The Offeror, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Offeror might have fully informed itself prior to bidding.
- 3) Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- 4) Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.12 Contractor Responsibilities

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

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

3.13 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, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

3.14 Glossary of Terms

- “Issuing Office” shall mean the Office of General Services Division of Financial Administration.
- “Contractor shall mean a successful company awarded a contract pursuant to this RFP.
- “Request for Proposals” or “RFP” shall mean this document.
- The “State” shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.
- “Commissioner” shall mean the Commissioner of General Services or duly authorized representative.
- “Offeror”, “Bidder”, “Proposer”, and shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP.

END ADMINISTRATION SECTION

4. Evaluation and Selection Process

4.1 Proposal Evaluation

Responsive proposals will be evaluated and scored for best value based upon the criteria set forth in this Section. A committee of employees from OGS will evaluate the proposals to determine the best value to the state.

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

The State reserves the right to request that Proposers submitting responsive proposals participate in an oral presentation covering the major points of their proposals. Oral presentations will be on a date and time to be designated by OGS. Information provided during such oral presentation would be considered in the technical scoring.

OGS also reserves the right to conduct reference checks (see Attachment 3). In such cases, the proposer shall be responsible for the availability of the reference contacts.

4.2 Proposal Scoring

a) **PROPOSER EXPERIENCE AND QUALIFICATIONS (10%)**

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

b) **PROJECT APPROACH (37.5%)**

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

c) **MWBE or SBE status (2.5%)**

- The Proposer is a New York State Certified Minority-Owned Business **or**
- The Proposer is a New York State Certified Women-Owned Business **or**
- The Proposer is a Small Business as defined in Executive Law Section 310(20)

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

d) **COST TOTAL (50%)**

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

4.3 Evaluation Process

4.3.1 SUBMISSION REVIEW

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

are nonresponsive, in the sole opinion of OGS, may be rejected. All bids passing the submission review requirements for responsiveness will be evaluated.

4.3.2 TECHNICAL EVALUATION (50%)

The technical evaluation committee will subsequently evaluate and score each responsive proposal for items a and b listed above.

The evaluation team will grade each proposal criteria (a and b) using a 0 – 10 scale. That grade will be applied to the category weight to determine the category points. Example: a perfect grade of 10 in each category (a and b) would receive 475 points (47.5%).

For item c the evaluation team will award 25 points (2.5%) if proper certification declaring MWBE and/or Small Business criteria is met.

4.3.3 COST PROPOSAL EVALUATION (50%)

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fee will be awarded the maximum possible points. Each subsequent proposal will receive a proportionate number of points using the following formula: low bid / bid being evaluated multiplied by category weight.

4.3.4 FINAL COMPOSITE SCORE (100%)

Technical and Cost Scores from each of the Proposers will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on. Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.

4.4 Notification of Award

After the evaluation, all Proposers will be notified of the name of the Selected Proposer(s). The Selected Proposer(s) will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract. Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Issuing Office.

END EVALUATION AND SELECTION SECTION

5. Scope of Work

5.1 Scope of Work - General

The purpose of this Request For Proposals is to solicit proposals to provide snow plowing, snow blowing, snow shoveling, salting, sanding, and snow/ice removal services of designated OGS parking facilities, sidewalks, stairways, parking entrance ways, and parking travel lanes. The Contractor or Contractors shall provide all necessary labor, equipment and materials (*including shovels, ice picks, plows, backhoe, dump trucks, front-end loader, snow blowers, salt, calcium chloride, CG-90 Surface Saver anticorrosive deicer or approved equal, etc.*) for the capability of removing all accumulation of snow and ice from the areas described herein, in a timely and efficient manner. Contractor(s) shall coordinate execution of the contract services with the Facility Manager. It will be the responsibility of the Contractor(s) to monitor weather conditions, and respond as needed for contract services, but in all cases the OGS Facility Manager will have the option, though not the obligation, to authorize any activity to commence. The following contract requirements are intended to ensure that the OGS Facilities are safe for Employees and the General Public during and after snow/ice events. For purposes of the intended contract(s) resulting from this Request for Proposals, the term snow/ice event shall be the occurrence of falling snow and/or ice and the occurrence of subsequent ice formation as a result of falling snow and/or ice. Under the event off-season bid, each event shall include the total duration of the snow/ice storm including the period of time to the beginning of the next business day. OGS recognizes that not all storm events are of the same duration, for example some storms may last 1 hour whereas others may last two days. For the purposes of unit pricing per event, either will be considered as one event:

- a) Contractor(s) shall provide the services for each snow/ice storm event unless otherwise directed by the Facility Manager. The Contractor(s) shall provide services / surface treatments as often as necessary to mitigate snow and/or ice accumulations. It is expected that snow accumulations shall not exceed two (2) inches on roadways, and 1" at sidewalks and staircases during normal working hours (see Section 5.4). All snow/ice accumulation occurring outside normal working hours must be cleared, treated and service complete prior to 6:00 AM or the start of normal working hours. In the event it is still snowing /icing at the start of business, accumulations must not exceed the above accumulations.
- b) No amount of ice accumulation is acceptable. Contractor(s) shall take preventative measures to avoid ice build-up and shall take appropriate action to remove ice should it build-up on any vehicular and pedestrian surfaces mentioned herein.
- c) Snow piles/banks shall not be placed in such a manner as to block the view from a standard vehicle or block any parking space(s). Snow accumulation areas shall be coordinated with the OGS Facility Manager. Upon request, The Contractor shall haul the accumulated snow out of Downtown Albany and Campus lots to a designated area at the W. Averell Harriman Campus. The contractor shall either only haul the snow that will be loaded by OGS to the contractors truck, or perform the loading and hauling. (See Section 5.2 – Additional Services).
- d) Snow will be pushed as far away from designated parking lanes and areas as possible.
- e) After the plowing/removal of snow and/or ice, sand and/or salt shall be effectively applied to all such surfaces with the intent to prevent the build-up of ice and thereby reduce the risk of pedestrian slipping and falls. Only non-corrosive treatments such

as *calcium chloride or equal* shall be approved by OGS for use on building entrance steps/stairways and all concrete surfaces adjacent to and within 25 feet leading up to building entrances. Calcium Chloride annual use was approximately 12,450 tons.

Only *CG-90® Surface Saver® anticorrosive deicer or equal* shall be approved by OGS for use on the Sheridan Hollow Garage and on the East Parking Garage roof decks. Contractor(s) shall supply all materials, including Calcium Chloride, salt and sand as needed. The estimated annual use of CG-90 was 20 tons. All such materials shall only be used after receiving approval from the Facility Manager.

Historically, rock salt usage averages approximately five pounds per square foot over the course of a snow season. This estimate is only for contractor's reference. Contractor shall be responsible for providing all ice melting materials as required, under this contract.

- f) Contractor shall be liable for any repairs to the site caused by any snow plowing or snow/ice removal services, including but not limited to light poles, fences, lawn and landscaped areas, parking facilities or pedestrian areas. Contractor shall train, guide, and supervise staff to minimize property damage during operations. OGS Facility Manager can direct the Contractor and the Contractor agrees to immediately repair any damage resulting from the Contractor's operations. All other repair of damaged areas shall be corrected to the OGS Facility Manager's satisfaction between April 1st and June 1st. The restoration of seeded and landscaped areas may require further attention beyond June 1st. The Contractor shall make every effort to fully restore these areas as soon as possible and maintain areas until full establishment of turf. Such repairs shall be completed and approved by the Facility Manager prior to submission of the March billing invoice. If the Contractor fails to restore the damaged areas, OGS will perform the restoration job and the Contractor will be liable to reimburse the State.
- g) Snow plowing along curbs shall be performed to avoid snow build-up on adjacent sidewalk.
- h) Contractor shall return as needed during each snow/ice event to plow blowing, drifting and residual falling snow. During any snow/ice event OGS may provide a courtesy call to the Contractor offering accumulation information however, OGS reserves the right, not obligation, to provide such a call. It is the contractors' obligation to monitor lots and provide services as deemed necessary and detailed herein during the course of an event. Call-backs during a snow / ice event shall not be considered an additional service.
- i) The State will provide space to store equipment on-site. Exact location of storage space will be provided at a later date.
- j) All Offeror equipment slated for use must be properly maintained, in good working order, and available for OGS inspection upon request.

5.2 Additional Services

Additional Services, snow/ice removal & off-site disposal and/or call-backs for de-icing / plowing not occurring during an event shall only be performed when pre-approved in writing by the Assistant to the Director OGS Real Property Management Group, and shall be compensated at the rates bid, the following process shall apply:

The contractor shall prepare a quote for the facility manager. The quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for

completion, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed.

The facility manager will request approval from the Assistant to the Director OGS Real Property Management Group. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services.

5.2.1 Snow Removal

The Facility Manager shall designate area(s) to be used for snow piles and/or on-site snow storage, prior to off-site removal. When and only when requested by the Facility Manager, Contractor shall remove accumulated snow, at an additional cost to OGS, and shall be disposed of as follows:

- a) For parking areas located at the State Campus, designated on-site snow storage areas are available to the Contractor. The snow storage area(s) are in relative proximity to each of the parking lots and are denoted as "snow storage areas" on the Site Plan included herein.
- b) For all parking areas not located at the State Campus, Contractor shall remove snow accumulated at the Facility, and dispose of at the Campus or at a location of the Contractor's choice. Contractor's chosen off-site disposal location shall be in accordance with all applicable laws, rules, and regulations governing such disposal.
- c) The method of snow removal (eg. OGS load contractor haul, or Contractor load and haul) shall be agreed upon by the Facility Manager and the Contractor, at the rates bid under additional services.
- d) The State shall compensate the Contractor for off-site snow/ice removal per cubic yard of snow/ice per Contractor's approved bid. The Contractor shall bid for offsite removal to off-site snow only hauling the snow the OGS staff will load to the truck or full service (loading and hauling). Contractor's cubic yard bid price shall include all associated costs including but not be limited to; all labor, material, equipment costs, permits, fees, travel, administrative costs, etc.

5.2.2 Call Back Service-Deicing / Plowing:

Contractor shall return after an event, as requested, to plow blowing, drifting and residual falling snow. In addition, to address any ice accumulations resulting from causes other than freezing precipitation events such as accumulations forming as the result of run-off or other freeze/thaw cycle events. The State shall compensate the Contractor for these services at the hourly rate as bid.

5.3 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.

5.4 Location of Work / Group Descriptions

OGS acknowledges that Offerors may be interested in only one particular parking facility Group or perhaps they may be interested in both parking facilities Group as listed herein.

The OGS has grouped parking facilities into "Groups". Group 1 includes all parking lots on the W. Averell Harriman State Office Building Campus as listed below; Group 2 includes all parking lots and garages in and around the Empire State Plaza and Downtown Albany as listed below.

The grouping of parking facilities/bid packages are defined below. Also see Section 5.12

Note: Contractor will be paid based on their per lot bid and upon the actual lots maintained. For lots added or deleted during the term of the contract, payment will be adjusted based upon Contractor's per lot bid, adjusted annually per "Section 3.5 – Price Adjustment" of this RFP.

Group 1 – W. Averell Harriman State Office Building Campus:

Lot Designation (Refer to Drawings in Section 4.11)	No. of Parking Spaces	Area to be Plowed (Sq. ft.)	Drawing Reference Number	Area of Sidewalks/ Stairs to be Cleared (Sq. ft.)
A	256	118,768	A-104	10,920
B	334	134,279	A-105	1,848
C	604	181,033	A-106	11,320
D	193	88,180	A-107	1,775
E	476	205,701	A-108	17,300
F	300	128,375	A-109	15,084
G	307	133,660	A-110	12,945
H	913	268,275	A-111	8,812
K(*)	85	32,684	A-113	2,076
L(*)	373	154,911	A-114	10,596
M(*)	705	268,269	A-115	8,088
N(*)	330	137,676	A-116	11,408
O	204	84,533	A-117	10,758
P	441	173,281	A-118	17,604
W	27	9,567	A-119	3,200
Y(*)	328	120,125	A-120	308

Lot Designation (Refer to Drawings in Section 4.11)	No. of Parking Spaces	Area to be Plowed (Sq. ft.)	Drawing Reference Number	Area of Sidewalks/ Stairs to be Cleared (Sq. ft.)
T	253	105,392	A-121	0
U	112	61,833	A-122	1,600
V	130	57,246	A-123	0
S(*)	268	106,508	A-124	250
X(*)	195	68,205	A-125	3,670
Z(*)	60	8,876	A-126	2,847
AA(*)	112	39,058	A-127	641
R(*)	120	38,342	A-128	1,500
FIC	90	34,963	A-129	0
FIC Visitor/ADA(*)	12	7,510	A-130	3,300

Lot Designation (Refer to Drawings in Section 4.11)	No. of Parking Spaces	Area to be Plowed (Sq. ft.)	Drawing Reference Number	Area of Sidewalks/ Stairs to be Cleared (Sq. ft.)
Cathedral Lot(*)	253	79,245	A-131	1,872
Cultural Education Center Alcove(*)	8	Combined square footage 71,540	A-132	0
Cultural Education Center East(*)	44		A-132	0
Cultural Education Center West(*)	44		A-132	0
Grand Street Lot(*)	230	70,385	A-133	9,353
Lancaster Lot	8	4,969	A-134	0
Madison Visitor Lot	77	38,268	A-135	0
Swan Street Bridge	89	46,492	A-136	15,375
Elk Street Lot	471	133,727	A-137	13,432
Road Street	57	22,062	A-138	2,695 (stairs)
Swan Street/Elk Street Lot	24	7,684	A-139	0
Water Street	725	256,024	A-140	12,685
East Parking Garage Roof Deck	517	154,392	A-141	2,904
Sheridan Hollow Garage Roof Deck	233	66,855	A-142	6,042

Dallius Street	110	32,087	A-143	0
Green Street Lot	21	6,295	A-144	0
Liberty Street Lot	407	106,209	A-145	0
Lot Designation (Refer to Drawings in Section 4.11)	No. of Parking Spaces	Area to be Plowed (Sq. ft.)	Drawing Reference Number	Area of Sidewalks/ Stairs to be Cleared (Sq. ft.)
Madison Ave/South Pearl	239	92,018	A-146	0
McCarty Avenue Lot	547	217,832	A-147	1,416
Pastures Lot	123	45,623	A-148	0

5.5 Scheduling

Every parking lot or garage listed in each of the Groups may or may not be serviced by the contractor each snow season throughout the term of the contract. It can be reasonably expected that during the term of the 5-year contract, OGS will make adjustments by adding or deleting lots/parking facilities that the contractor will service. OGS will notify the contractor in writing by September 1st of each year as to what lots will be included for the upcoming snow season.

For reference, the parking lots marked with an asterisk in the table above were serviced via contract during the 2014 – 2015 snow season. However, there is no way to predict at this time what lots will need to be serviced in future years.

5.6 Hours of Performance

- a) For purposes of this solicitation, “normal working hours” are defined as Monday through Friday between the hours of 6:00 AM and 6:00 PM, except state observed holidays. During normal working hours, the Contractor must keep sidewalks and stairways to a maximum snow depth of 1 inch and clear of ice; parking entrance ways, and parking travel lanes to a maximum snow depth of 2 inches, and clear of ice. Contractor shall also be careful so as not to block in parked vehicles. Contractor shall perform complete snow plowing and snow removal (when requested) between the hours of 6:00 PM and 6:00 AM.
- b) Offeror shall be available for service 24 hours per day from the beginning to the end of each snowfall season during the 5-year term of the contract resulting from this RFP.
- c) If requested by OGS, the contractor must respond on-site to begin services within one hour from the time the Facility Manager and/or his/her designee places the call or records the message, if the telephone line is not answered.

5.7 Site Preparation/Marking

Contractor shall flag all outdoor equipment, including but not limited to; utility meters, valves, pumps, outdoor building equipment, transformers, generators, fire hydrants, curbs,

light poles, etc. each year prior to November 1st. Method and means of marking shall be identified and agreed to by the Contractor and the OGS Facility Manager.

5.8 Staffing Expectations

The Office of General Services expects that all Contractor services will be conducted diligently and effectively with appropriate supervision. Further, it is expected that:

- a) Contractor's staff shall conduct themselves in a professional manner with OGS staff and with the General Public.
- b) Contractor's staff shall report to work in appropriate dress and appearance.
- c) All contractor staff must be properly trained and/or licensed for the work being performed / equipment being operated.
- d) Contractor's staff shall comply with all rules and requirements of this solicitation, including the prohibition of the use of drugs and alcohol prior to or during any period of work to which they are assigned.
- e) Failure to comply with any of the requirements of this solicitation may result in the removal from the premises.
- f) All equipment operators shall have at least three (3) years of pertinent experience.

5.9 Security Procedures

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

5.10 Administrative and Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the Base bid.

It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event; such as date of event, description of work performed, materials and equipment used, etc. and also shall be responsible for all payroll functions in connection with this bid. Such records shall be made available to OGS upon request.

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

The Commissioner's designated representative for all purposes of this contract shall be the Facility Manager.

Upon award of the contract and prior to the start of any work, the Contractor, shall be available for an initial job meeting with the OGS Facility Manager at a location determined by the Facility Manager. This meeting shall include:

- a) The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.

- b) A review of all Facility use rules.
- c) An introduction for each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

- a) Review job progress, quality of work, and approval and delivery of materials.
- b) Identify and resolve problems, which impede planned progress.
- c) Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
- d) Maintain a sound working relationship between the Contractor and the OGS Facility Manager, and a mutual understanding of the contract.
- e) Maintain sound working procedures.

5.11 Prevailing Wage Rate Advisory Notice

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

Contractors should use the prevailing wage rate for janitor for any duties related to snow shoveling, snow blowing, manual ice scraping, manual salting, etc. There is no prevailing wage rate requirement for drivers of any equipment associated with clearing the sidewalks, stairways, parking lots and roadways.

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

Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements.

NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

Contractors are advised that the Office of General Services may make random inquiries of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages.

Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

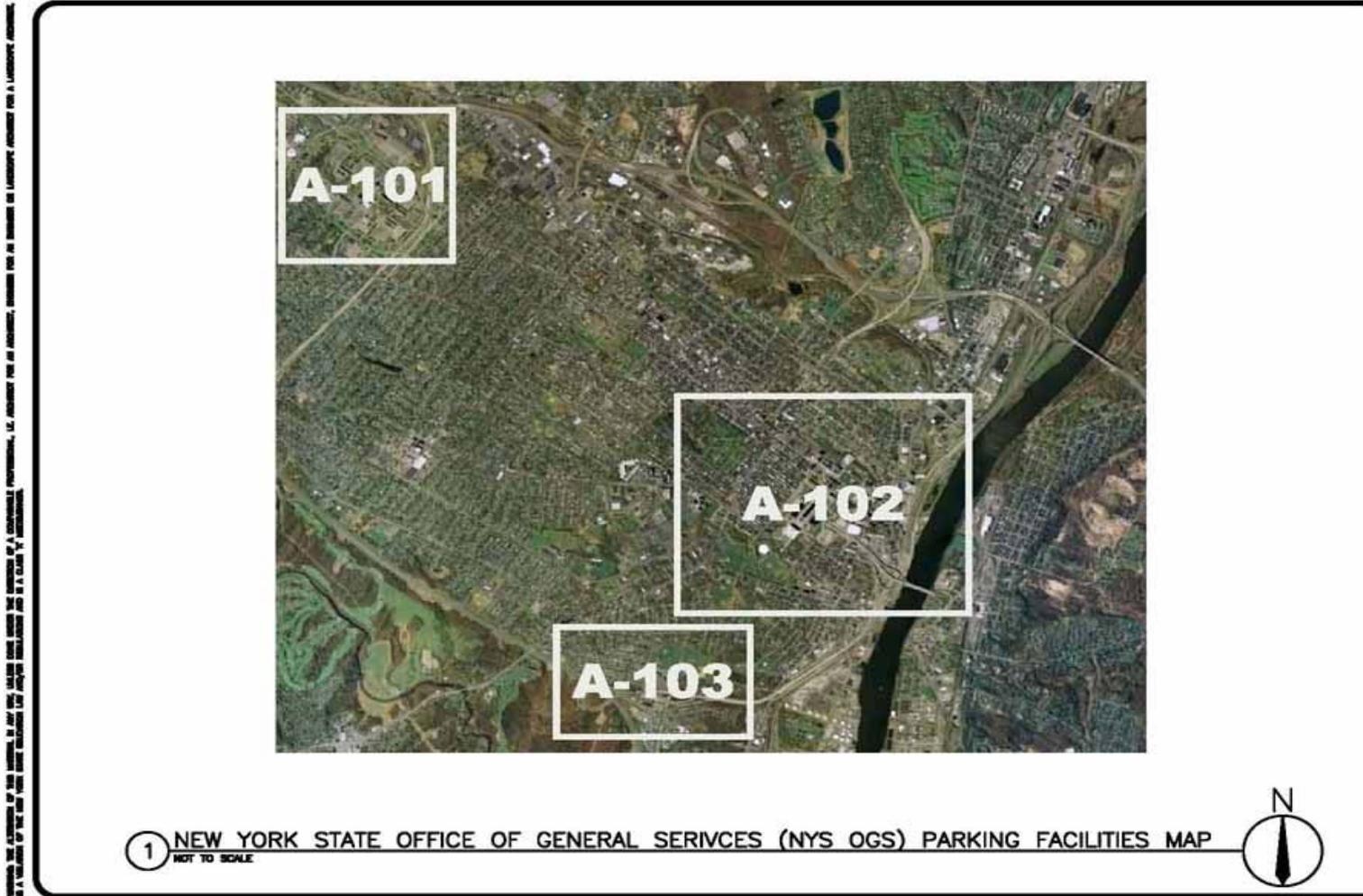
DOL Article 9 - Prevailing Rate Case Number PRC# 2014901132 has been assigned to the project.

To view the PDF file of your wage schedule, Article 9, click on <http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1118361>

5.12 Drawings / Site Plans of Parking Facilities

The following reference drawings are included herein for Offerors' information only in preparing their bid. To the best of the Office of General Service's (OGS) knowledge and belief, the drawings accurately represent actual site conditions in terms of size, shape, access, and amenities such as Islands, light poles, and signage. The OGS is not responsible for the accuracy and/or completeness of the drawings. Offeror must physically verify all site conditions of each parking facility and submit their bid accordingly.

This page intentionally left blank.



1 NEW YORK STATE OFFICE OF GENERAL SERVICES (NYS OGS) PARKING FACILITIES MAP
NOT TO SCALE

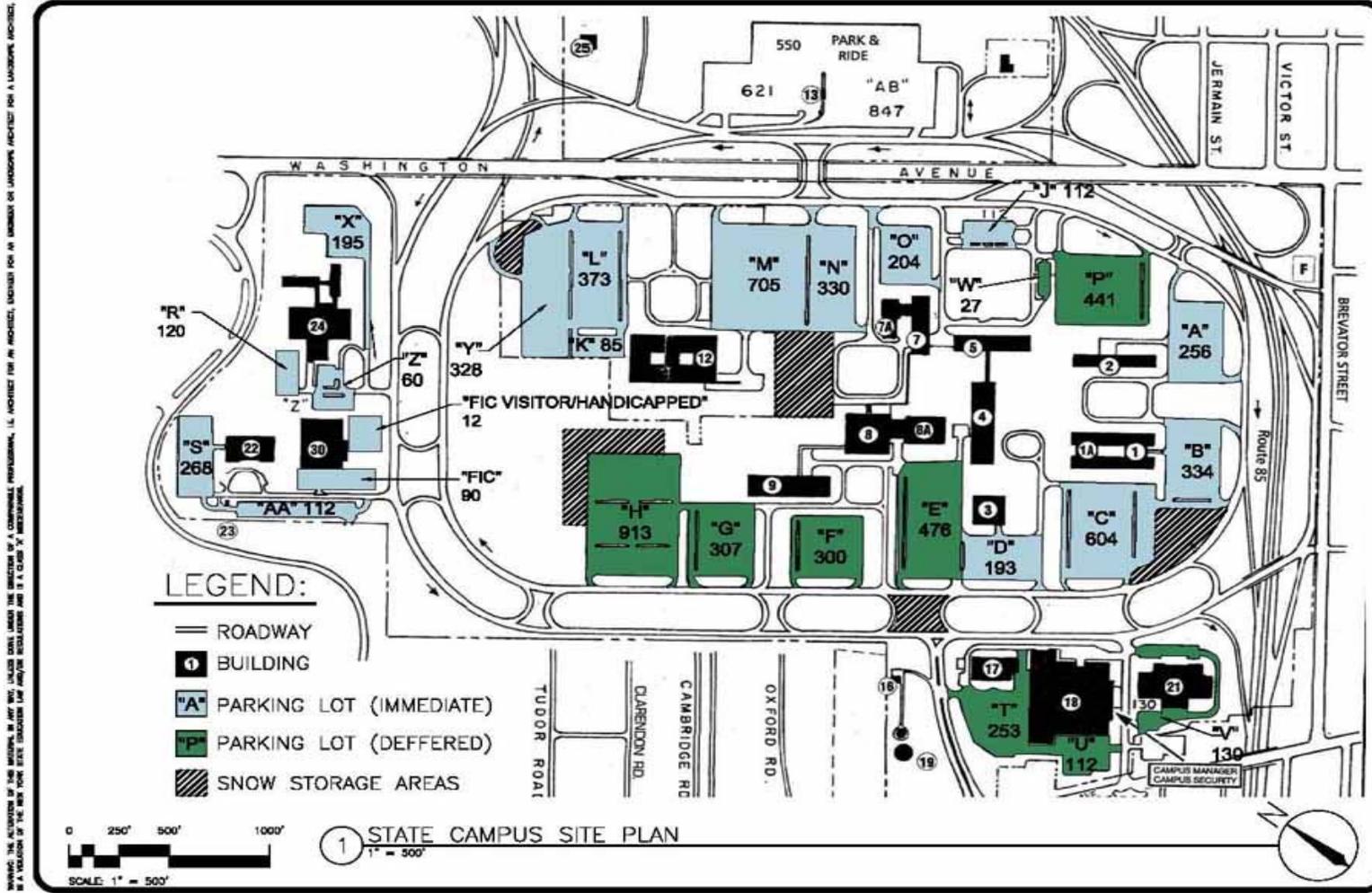


REVISIONS			
NO.	DATE	BY	BY

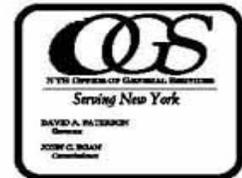


CLIENT		OGS	
PROJECT TITLE			
SNOW PLOWING & SNOW REMOVAL			
LOCATION			
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK			
SHEET TITLE			
NEW YORK STATE OFFICE OF GENERAL SERVICES PARKING FACILITIES MAP			
DRAWN BY:	BH	CHECKED BY:	FP
FIELD CHECK:		APPROVED:	FP
DATE:	06/14/18	SCALE:	AS NOTED
PROJECT NUMBER			
DRAWING NUMBER			
SHEET		A-100	
OF			

THE STATE OF NEW YORK, COUNTY OF ALBANY, OFFICE OF GENERAL SERVICES, IS PROVIDING THIS AS AN INFORMATIONAL DOCUMENT FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE STATE OF NEW YORK OFFICE OF GENERAL SERVICES IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY OCCUR AS A RESULT OF USING THIS DOCUMENT.



REVISIONS			
NO.	DATE	BY	BY



CLIENT:	DGS
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL
LOCATION:	VARIOUS DGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE:	STATE CAMPUS SITE PLAN
DRAWN BY:	BH
CHECKED BY:	FP
FIELD CHECK:	APPROVED: FP
DATE:	08/14/10
SCALE:	AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
SHEET:	A-101 of



1 ENLARGED NYS OGS PARKING FACILITIES MAP
1" = 800'

REVISIONS	



CLIENT	
OGS	
PROJECT TITLE	
SNOW PLOWING & SNOW REMOVAL	
LOCATION	
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE	
ENLARGED NYS OGS PARKING FACILITIES MAP	
DRAWN BY	CHECKED BY
BH	FP
FIELD CHECK	APPROVED
	FP
DATE	SCALE
08/14/10	AS NOTED
PROJECT NUMBER	
SHEET NUMBER	
A-102	
OF	



① ENLARGED NYS OGS PARKING FACILITIES MAP
1" = 500'



REVISIONS			

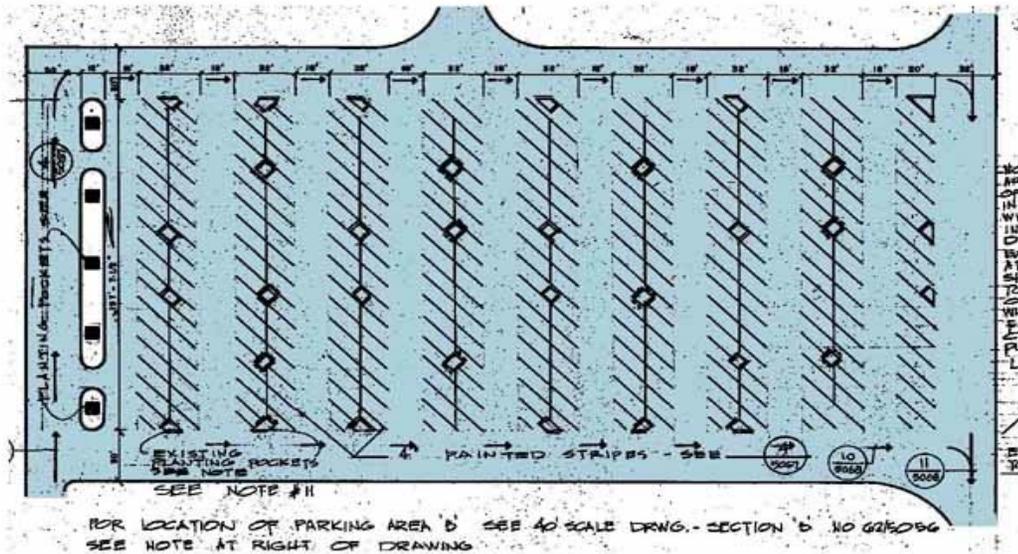


CLIENT		DGS
PROJECT TITLE		
SNOW PLOWING & SNOW REMOVAL		
LOCATION		
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
BRIEF TITLE		
ENLARGED NYS OGS PARKING FACILITIES MAP		
DRAWN BY	CHECKED BY	
BH	FP	
FIELD CHECK	APPROVED	
	FP	
DATE	BUILD	
08/14/10	AS NOTED	
PROJECT NUMBER		
A-103		
SHEET OF		

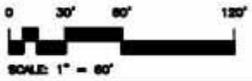
I HEREBY CERTIFY THAT THE CONTENTS OF THIS DRAWING, INCLUDING THE INFORMATION CONTAINED HEREIN, WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

LEGEND:

PARKING LOT IN CONTRACT
 (AREA TO BE PLOWED = 134,279 SF)



1 "B" PARKING LOT SITE PLAN
 1" = 80'

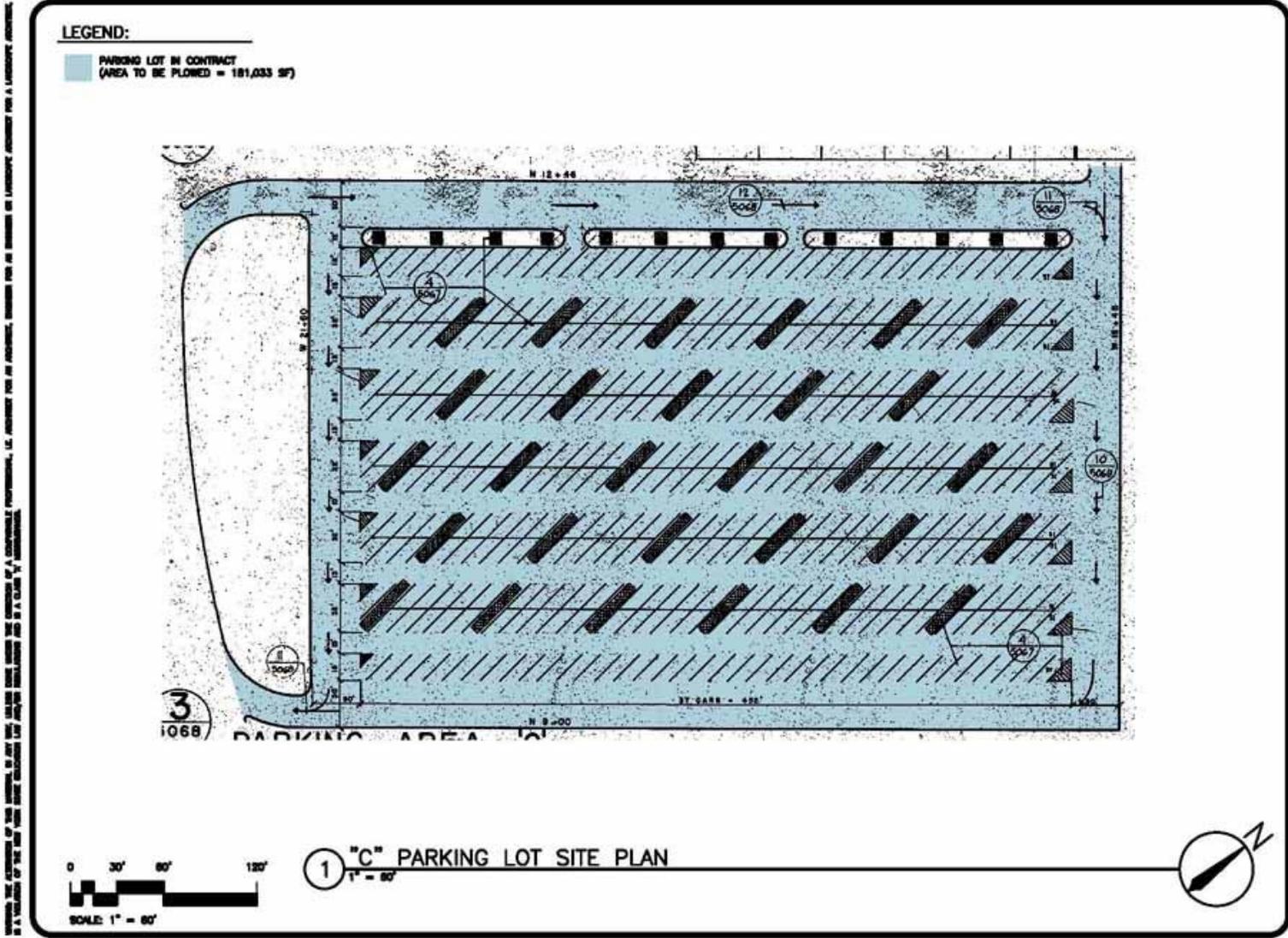


REVISIONS			

OGS
 N.Y.'s Office of General Services
 Serving New York
 DAVID A. PATRANCO
 Governor
 JOHN C. SOAH
 Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "B" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: APPROVED: FP	
DATE: 06/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER: A-105	
SHEET: 07	

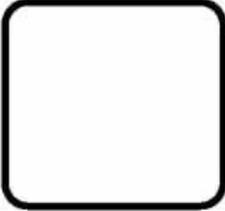


REVISIONS			
NO.	DATE	BY	DESCRIPTION

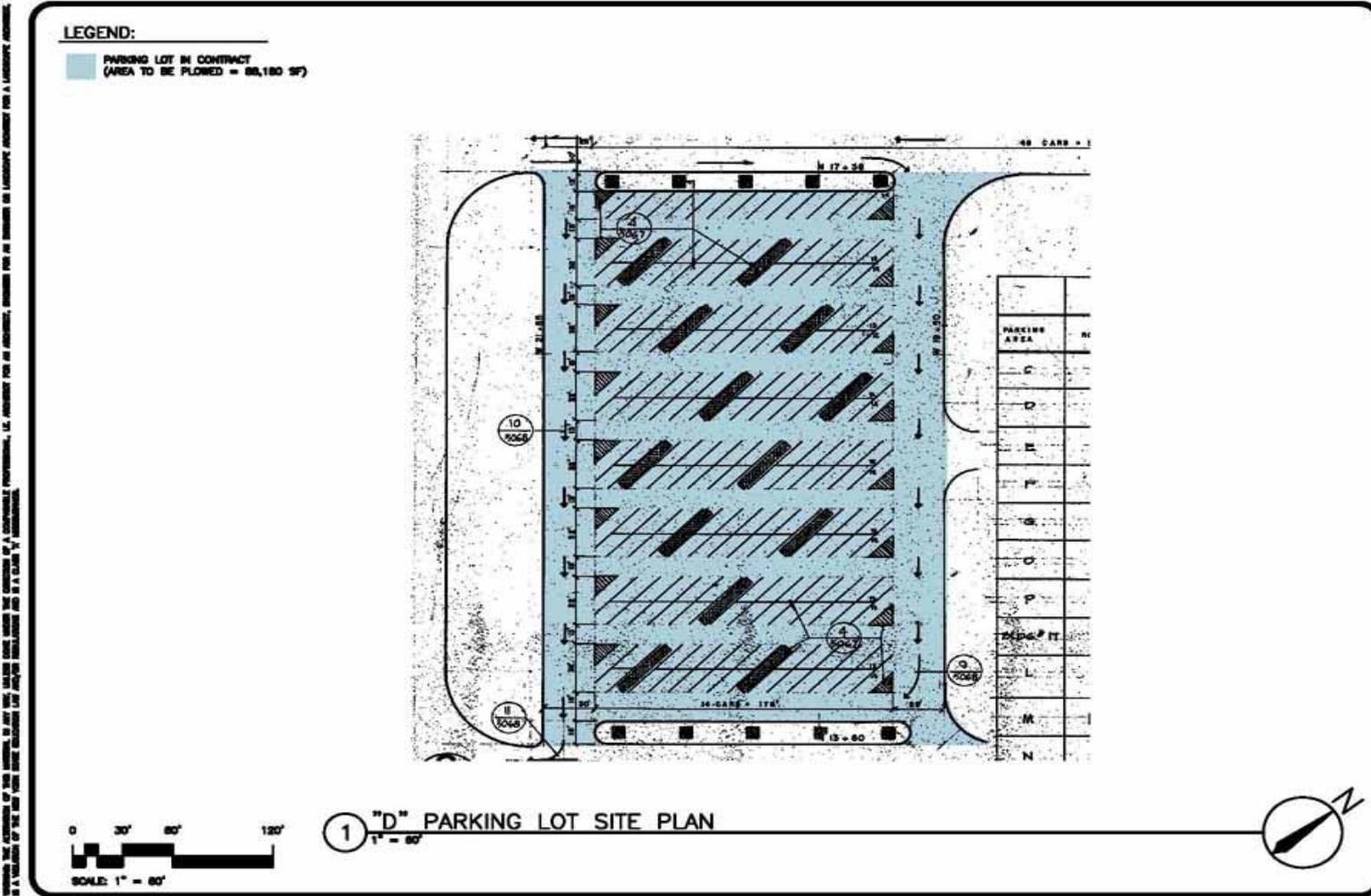
OGS
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. FATTORINI
Director

JOSH C. BOAM
Commissioner



CLIENT:		OGS
PROJECT TITLE:		SNOW PLOWING & SNOW REMOVAL
LOCATION:		VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE:		"C" PARKING LOT SITE PLAN
DRAWN BY:	CHECKED BY:	
BH	FP	
FIELD CHECK:	APPROVED:	
	FP	
DATE:	SCALE:	
08/14/18	AS NOTED	
PROJECT NUMBER:		
DRAWING NUMBER:		
A-106		
SHEET		OF



REVISIONS			
NO.	DATE	BY	APP.

OGS
 CITY OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICK
 Director
 JOHN C. BOYAN
 Commissioner



CLIENT: OGS

PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL

TITLE: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK

SHEET TITLE: "D" PARKING LOT SITE PLAN

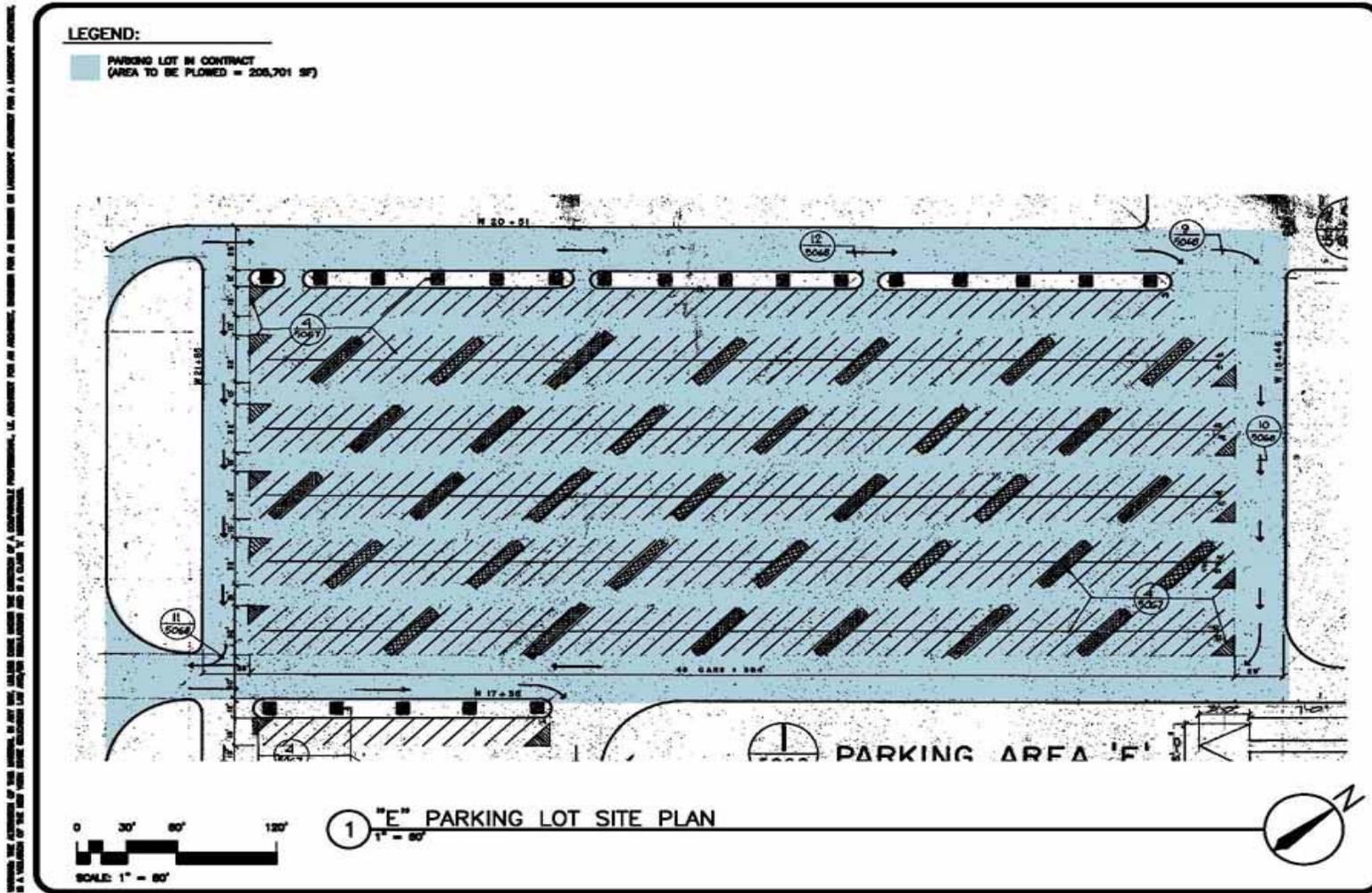
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP

DATE: 09/14/18

SCALE: AS NOTED

DRAWING NUMBER:

SHEET: A-107 OF



REVISIONS

NO.	DATE	DESCRIPTION	BY

OGS
OFFICE OF GENERAL SERVICES
Serving New York
DAVID A. PATRICKON
Director
JOHN C. BOAK
Commissioner



CLIENT: OGS

PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL

LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK

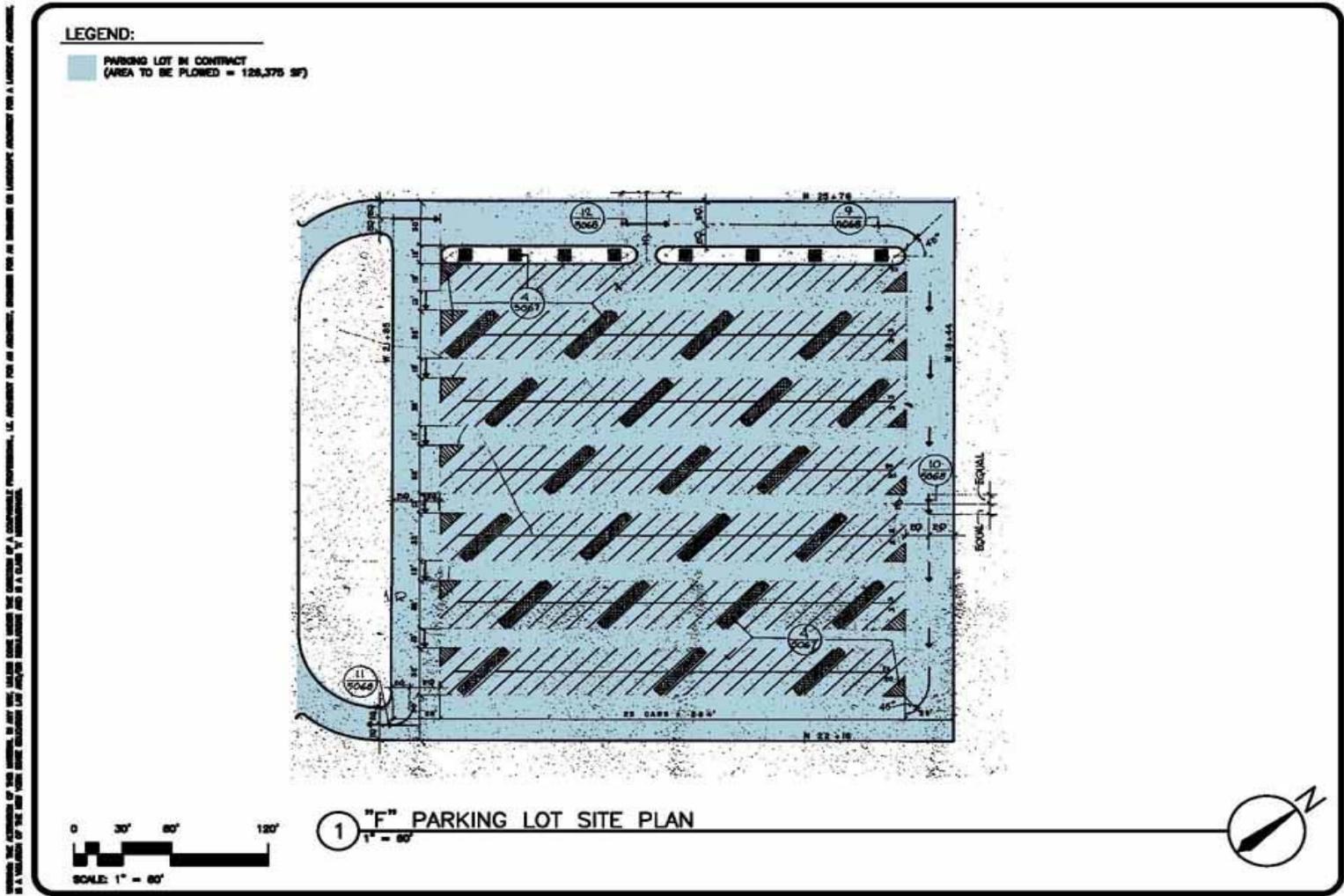
SHEET TITLE: "E" PARKING LOT SITE PLAN

DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 06/14/10	SCALE: AS NOTED

PROJECT NUMBER:

SHEET NUMBER: A-108

SHEET: OF

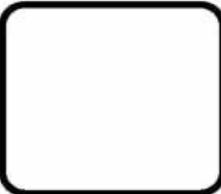


REVISIONS			
NO.	DATE	BY	BY

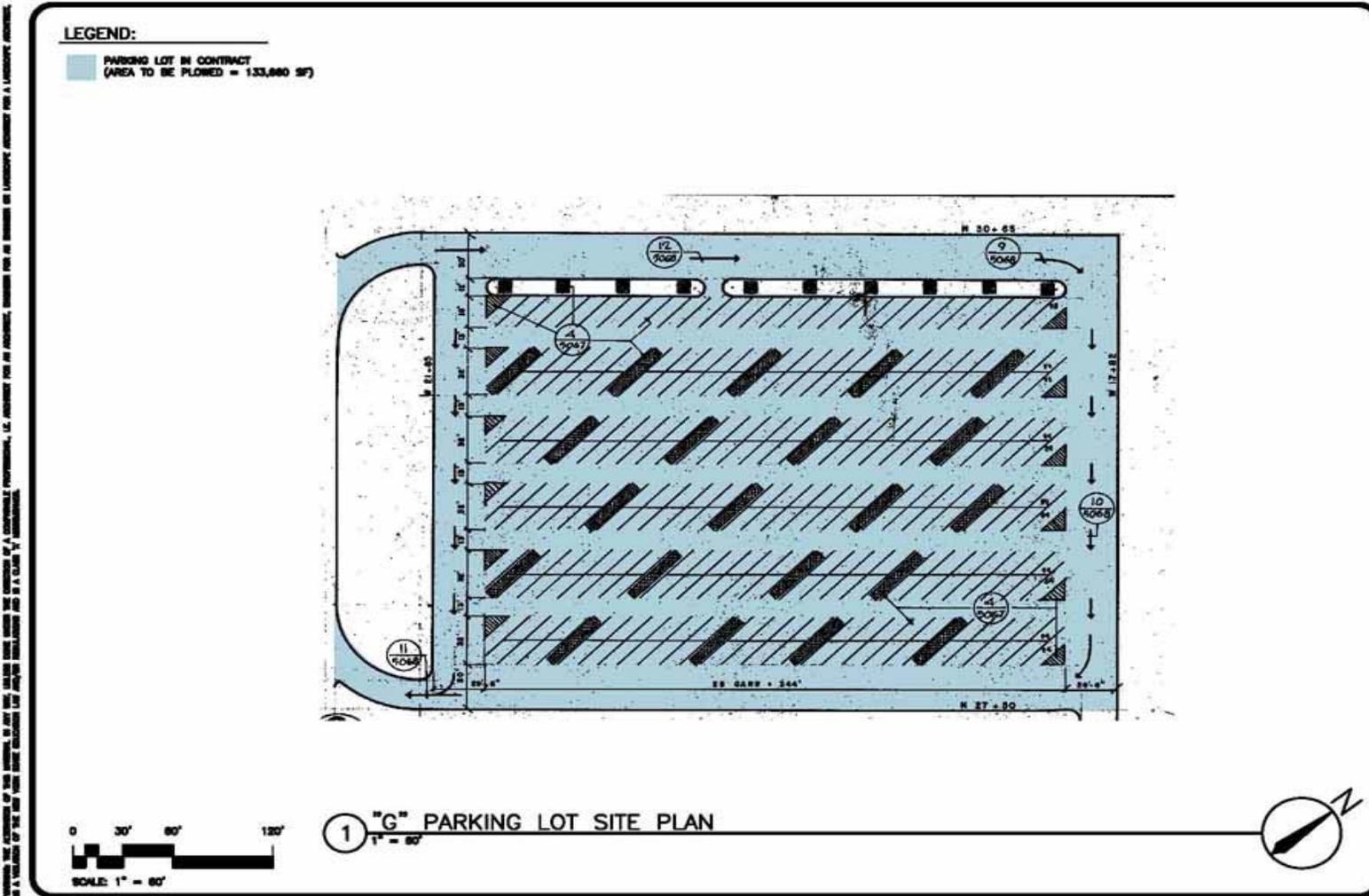
OGS
OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATRICK
Director

JORDY C. BOGAN
Commissioner



CLIENT:		OGS
PROJECT TITLE:		SNOW PLOWING & SNOW REMOVAL
LOCATION:		VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE:		"F" PARKING LOT SITE PLAN
DRAWN BY:	CHECKED BY:	
BH	FP	
FIELD CHECK:	APPROVED:	
	FP	
DATE:	SCALE:	
09/14/18	AS NOTED	
PROJECT NUMBER:		
DRAWING NUMBER:		
		A-109
SHEET:		OF



REVISIONS			

OGS
NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRANOK
General
 ROBYN C. BOAK
Commissioner



CLIENT: OGS

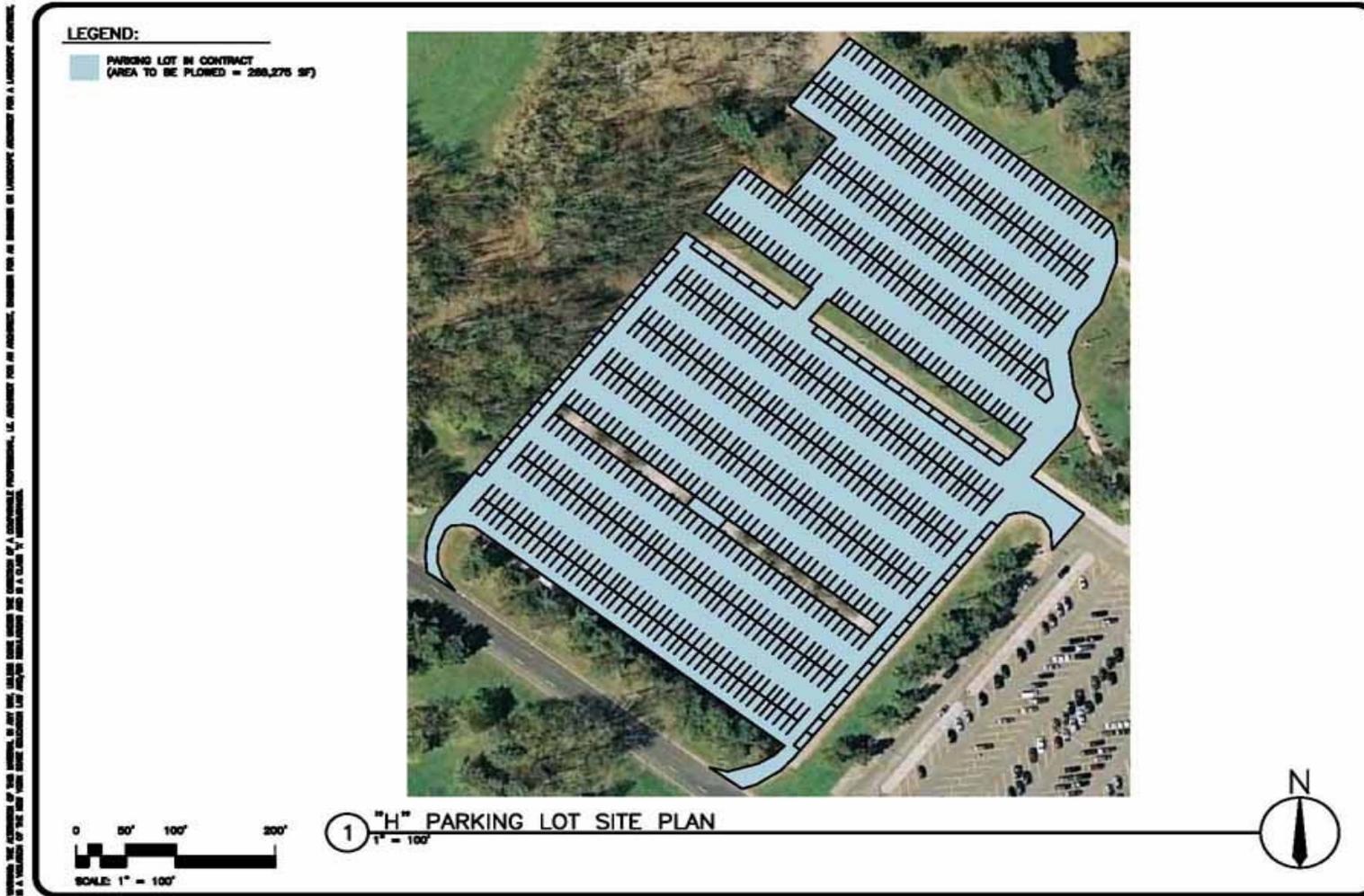
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL

LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK

ISSUE TITLE: "G" PARKING LOT SITE PLAN

DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
A-110	
SHEET	

I, A LICENSED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT I AM THE DESIGNER OF THIS PLAN AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK. I AM NOT PROVIDING THIS PLAN FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT IS DESIGNED. I AM NOT PROVIDING THIS PLAN FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT IS DESIGNED.



REVISIONS			
NO.	DATE	BY	BY

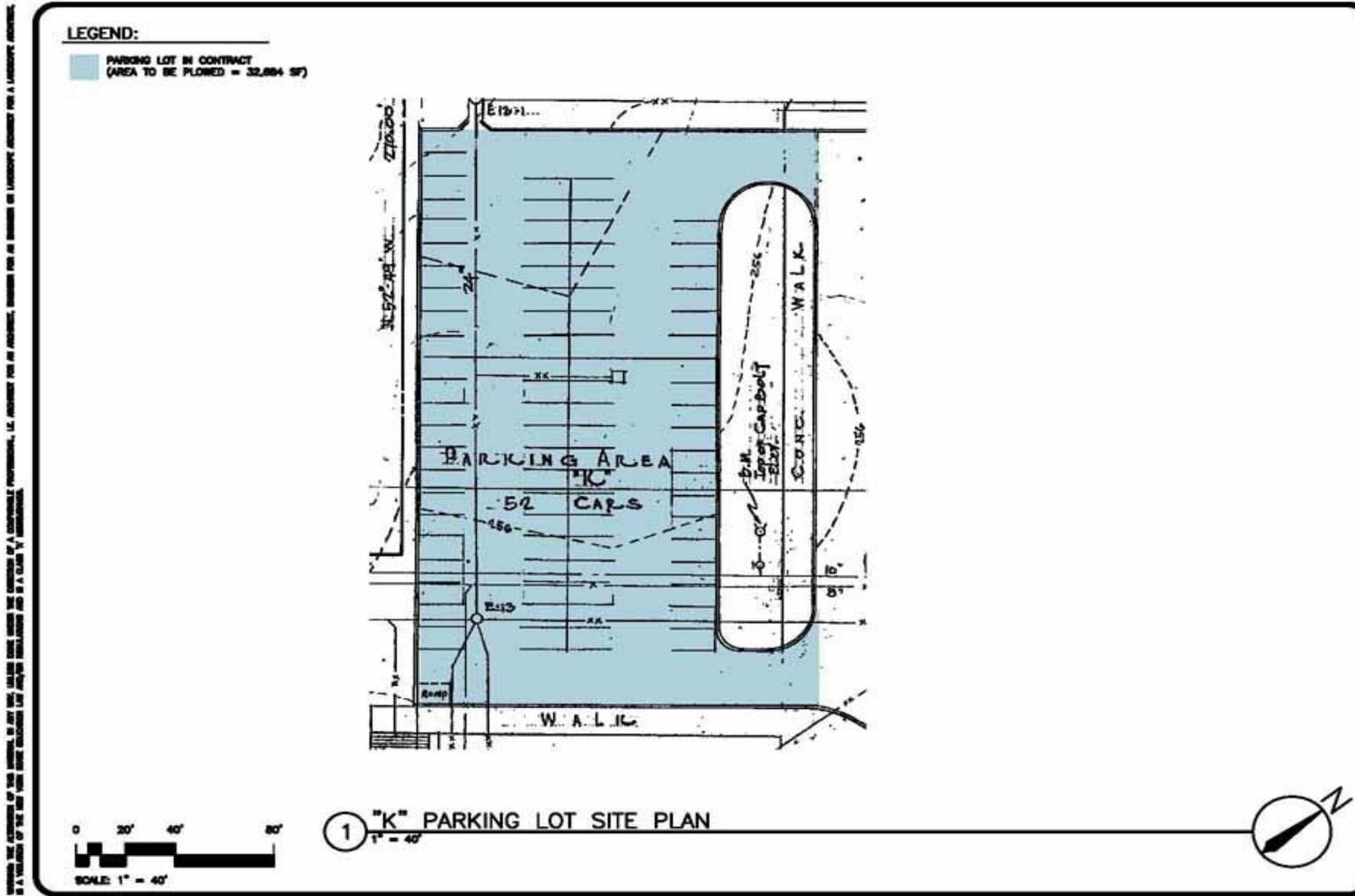
OGS
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATRACKIN
Governor

JOHN C. BOGAN
Commissioner



CLIENT:		OGS
PROJECT TITLE:		
SNOW PLOWING & SNOW REMOVAL		
LOCATION:		
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
SHEET TITLE:		
"H" PARKING LOT SITE PLAN		
DRAWN BY:	CHECKED BY:	
BH	FP	
FIELD CHECK:	APPROVED:	
	FP	
DATE:	SCALE:	
06/14/16	AS NOTED	
PROJECT NUMBER:		
DRAWING NUMBER:		
A-111		
SHEET OF		

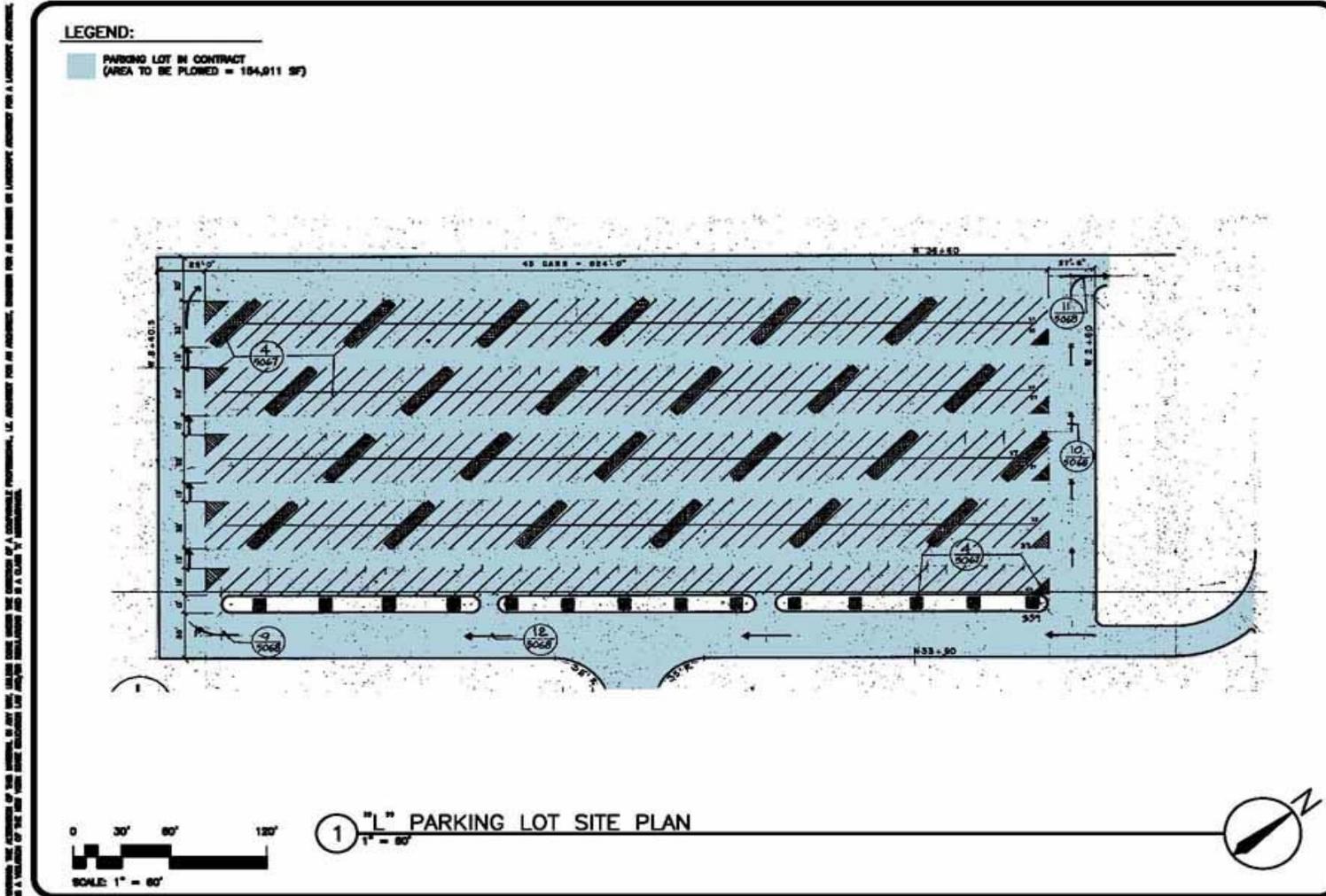


REVISIONS			

OGS
 N.Y. OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRANCO
 Director
 JOHN C. SOAH
 Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "K" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: APPROVED	FP
DATE: 06/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER: A-113	
SHEET OF	

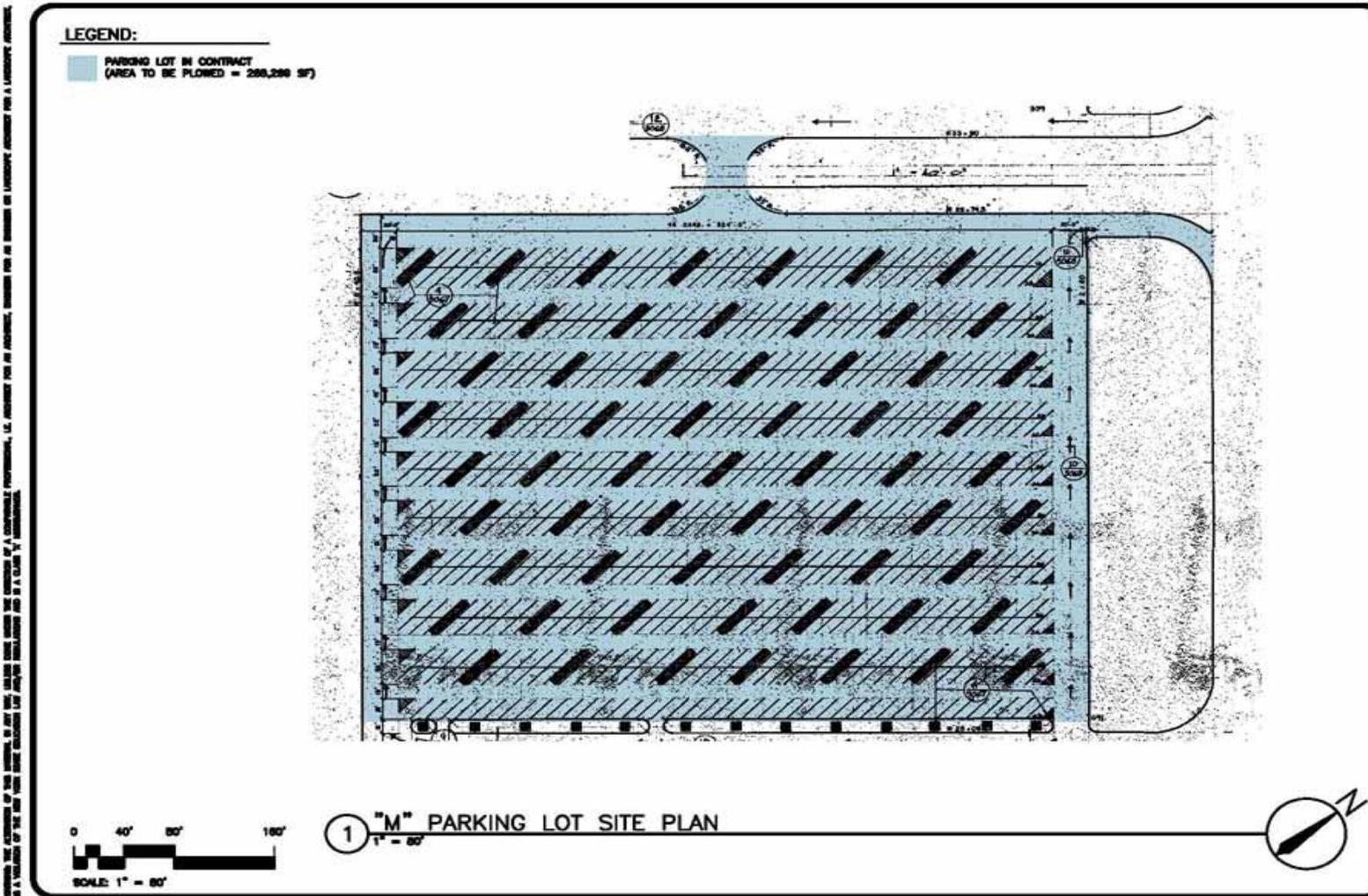


REVISIONS			
NO.	DATE	BY	BY

OGS
OFFICE OF GENERAL SERVICES
Serving New York
DAVID A. PATRICKON
Director
JOHN C. BOAN
Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "L" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: APPROVA: FP	
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER:	
A-114	
OF	



REVISIONS			
NO.	DATE	BY	APP.

OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York

DAVID A. PATRICK
 Governor

JOHN C. BOAR
 Comptroller



CLIENT: OGS

PRIORITY TITLE: SNOW PLOWING & SNOW REMOVAL

LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK

SHEET TITLE: "M" PARKING LOT SITE PLAN

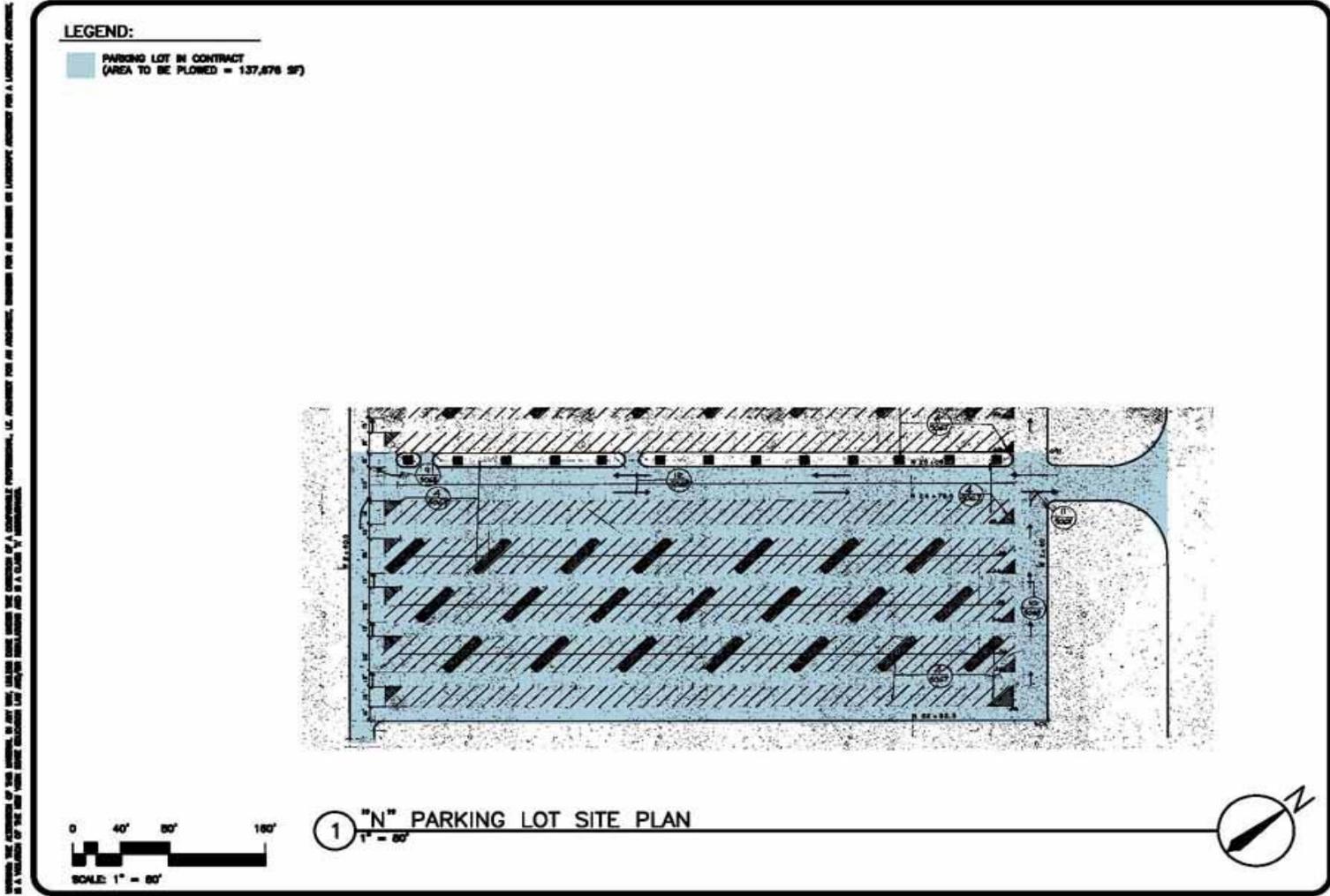
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: APPROVED	FP
DATE: 06/14/18	SCALE: AS NOTED

PRIORITY NUMBER:

DRAWING NUMBER:

A-115
 OF

SHEET



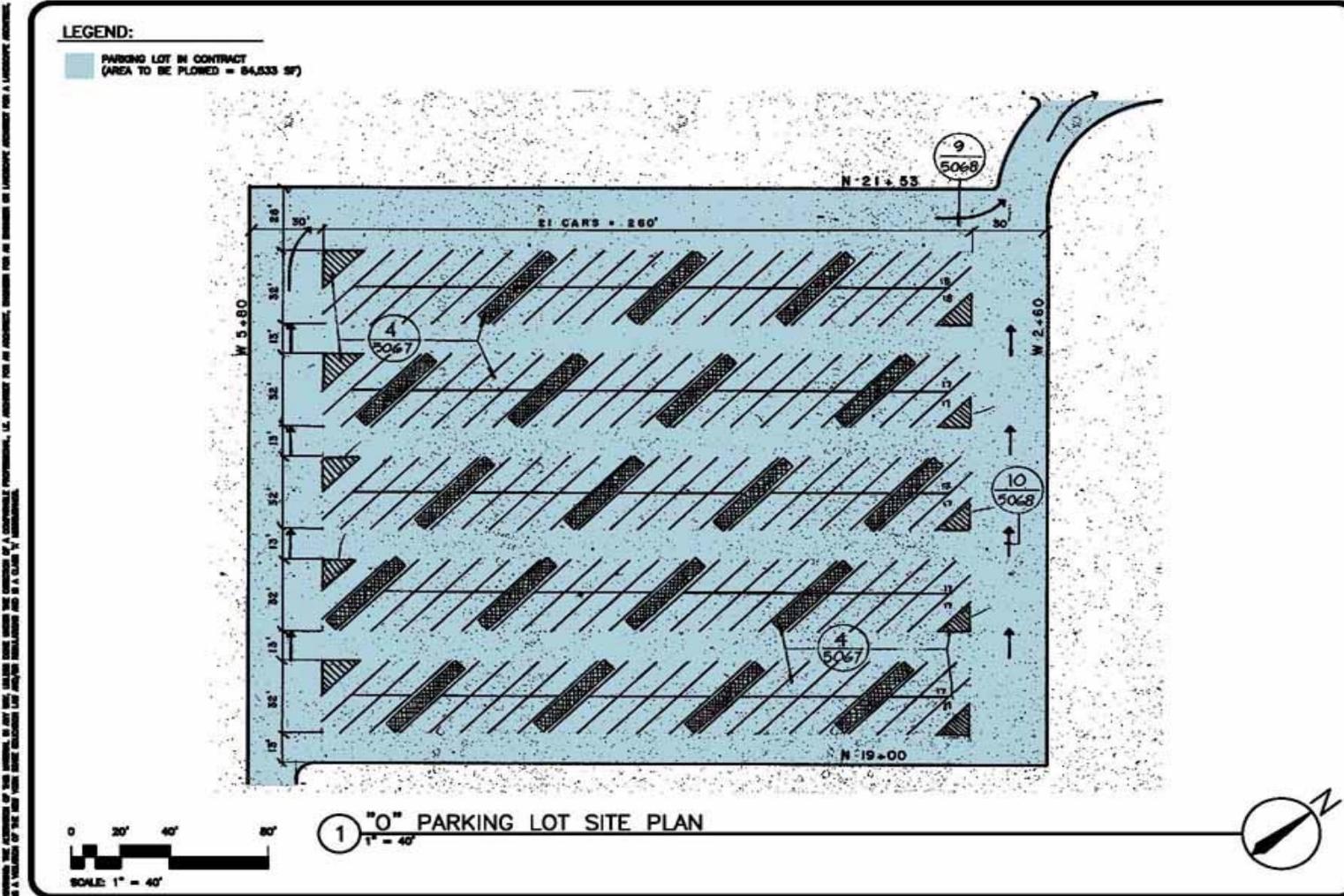
REVISIONS			
NO.	DATE	BY	REVISION

DAVID A. PATRICK
Governor

KISH C. BOAM
Comptroller



CLIENT:		OGS
PROJECT TITLE:		
SNOW PLOWING & SNOW REMOVAL		
LOCATION:		
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
SHEET TITLE:		
"N" PARKING LOT SITE PLAN		
DRAWN BY:	CHECKED BY:	
BH	FP	
FIELD CHECK:	APPROVED:	
	FP	
DATE:	SCALE:	
08/14/18	AS NOTED	
PROJECT NUMBER:		
SHEET NUMBER:		
A-116		
SHEET OF		



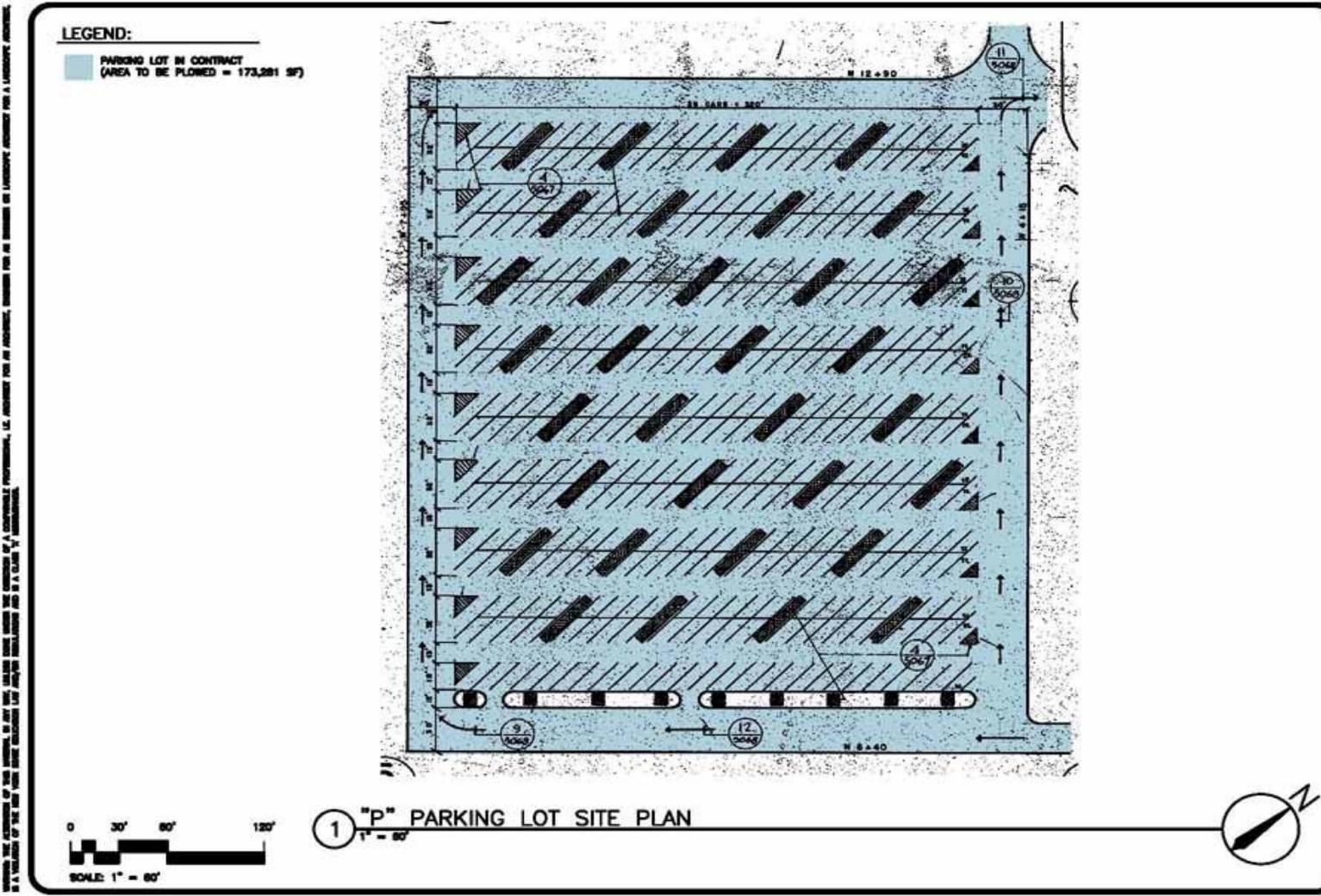
① "0" PARKING LOT SITE PLAN
 1" = 40'

REVISIONS			

OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICKSON
 General
 JOSE C. SOAN
 Consultant



CLIENT:		OGS	
PROJECT TITLE:			
SNOW PLOWING & SNOW REMOVAL			
LOCATION:			
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK			
SHEET TITLE:			
"0" PARKING LOT SITE PLAN			
DRAWN BY:	CHKD BY:	DATE:	
BH	FP	06/14/18	
FIELD CHECK:	APPROVED:	WORK:	
	FP	AS NOTED	
PROJECT NUMBER:			
DRAWING NUMBER:			
SHEET		A-117	
OF		OF	



REVISIONS			
NO.	DATE	BY	APP.

OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRACK
 General
 JOSE C. BOAY
 Controller

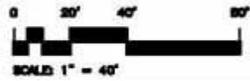
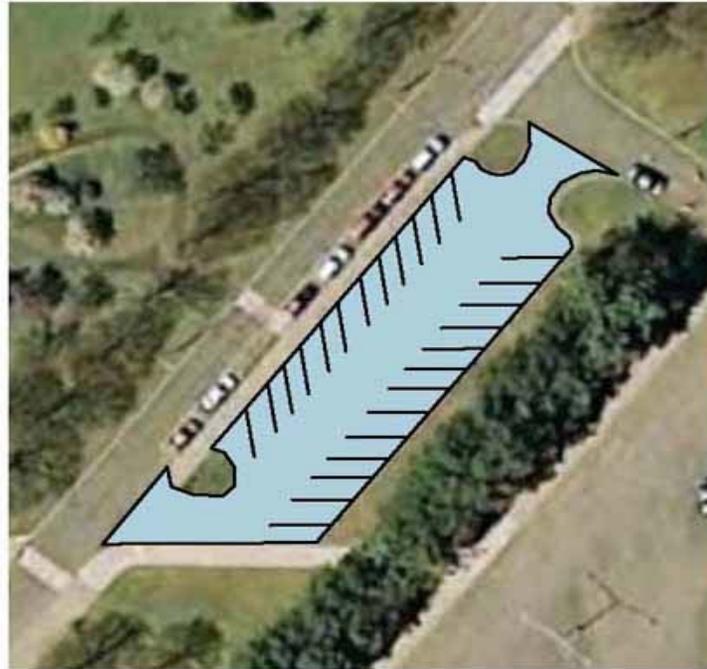


CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "P" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: AS NOTED	APPROVED: FP
DATE: 08/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER:	
A-118 OF	

THIS IS A PRELIMINARY PLAN AND NOT A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

LEGEND:

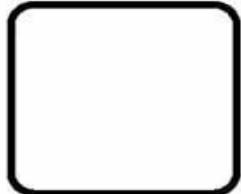
PARKING LOT IN CONTRACT
 (AREA TO BE PLOWED = 9,887 SF)



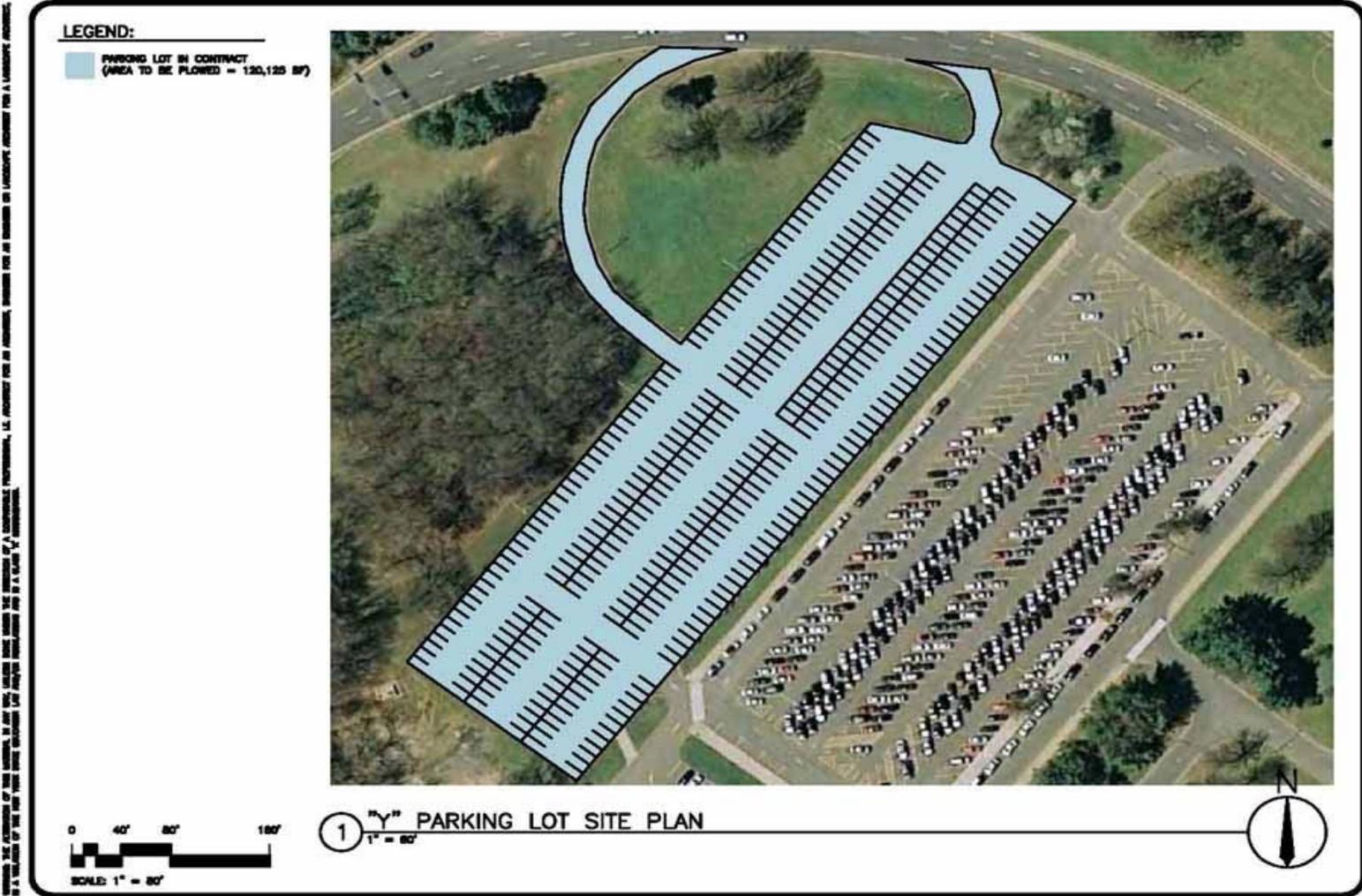
1 "W" PARKING LOT SITE PLAN
 1" = 40'



REVISIONS			

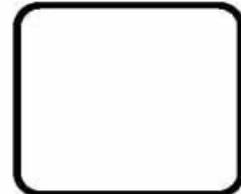


TITLE	
OGS	
PROJECT TITLE	
SNOW PLOWING & SNOW REMOVAL	
LOCATION	
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE	
"W" PARKING LOT SITE PLAN	
DRAWN BY	CHECKED BY
BH	FP
FIELD CHECK	APPROVED
	FP
DATE	SCALE
08/14/10	AS NOTED
PROJECT NUMBER	
SHEET NUMBER	
A-119	
SHEET OF	

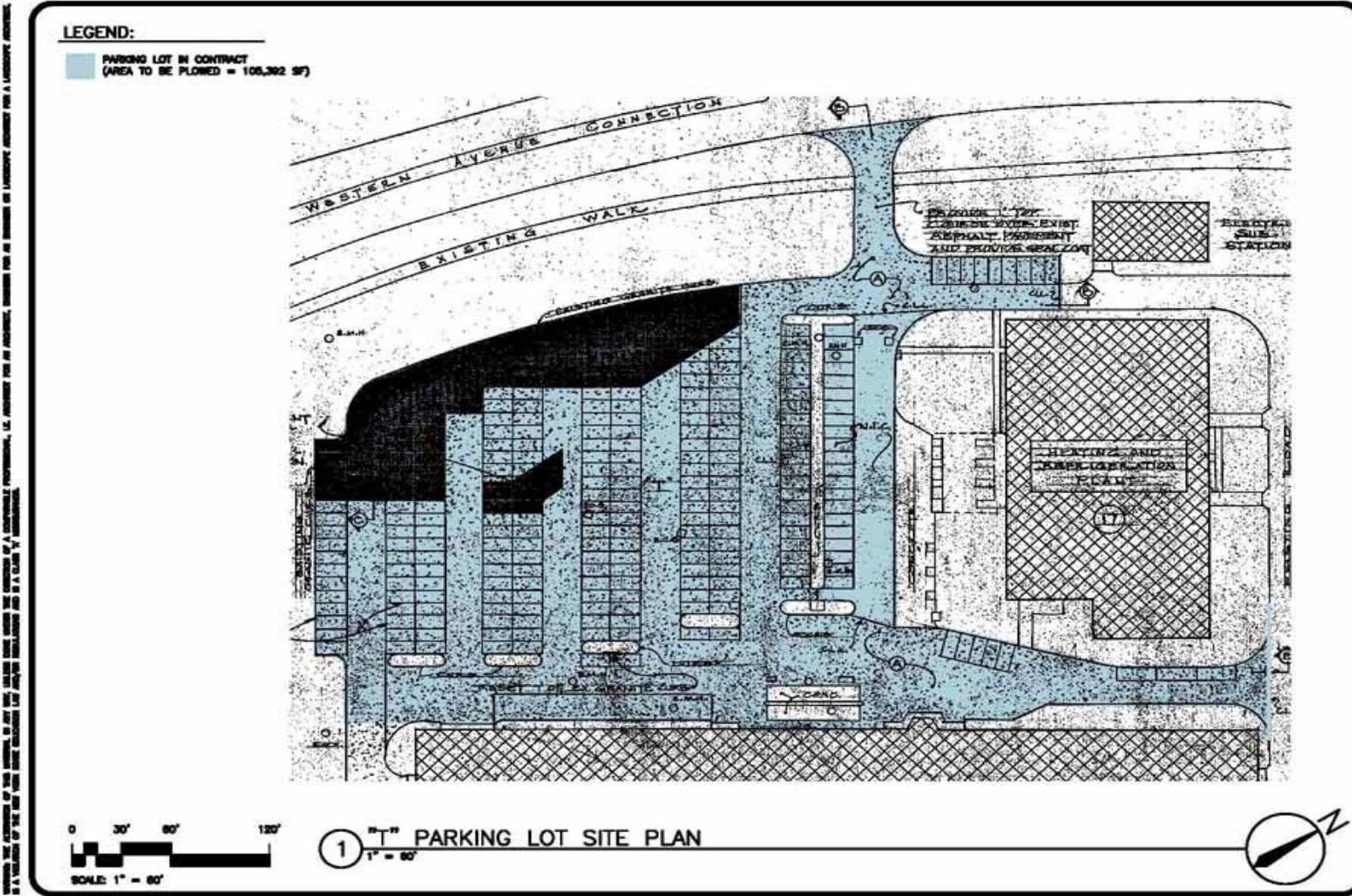


THE DESIGN OF THIS PROJECT, IN ANY FORM, SHALL BE THE PROPERTY OF THE DESIGNER. NO PART OF THIS PROJECT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

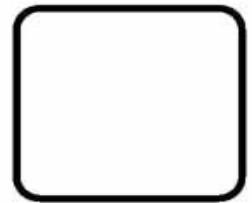
REVISIONS			



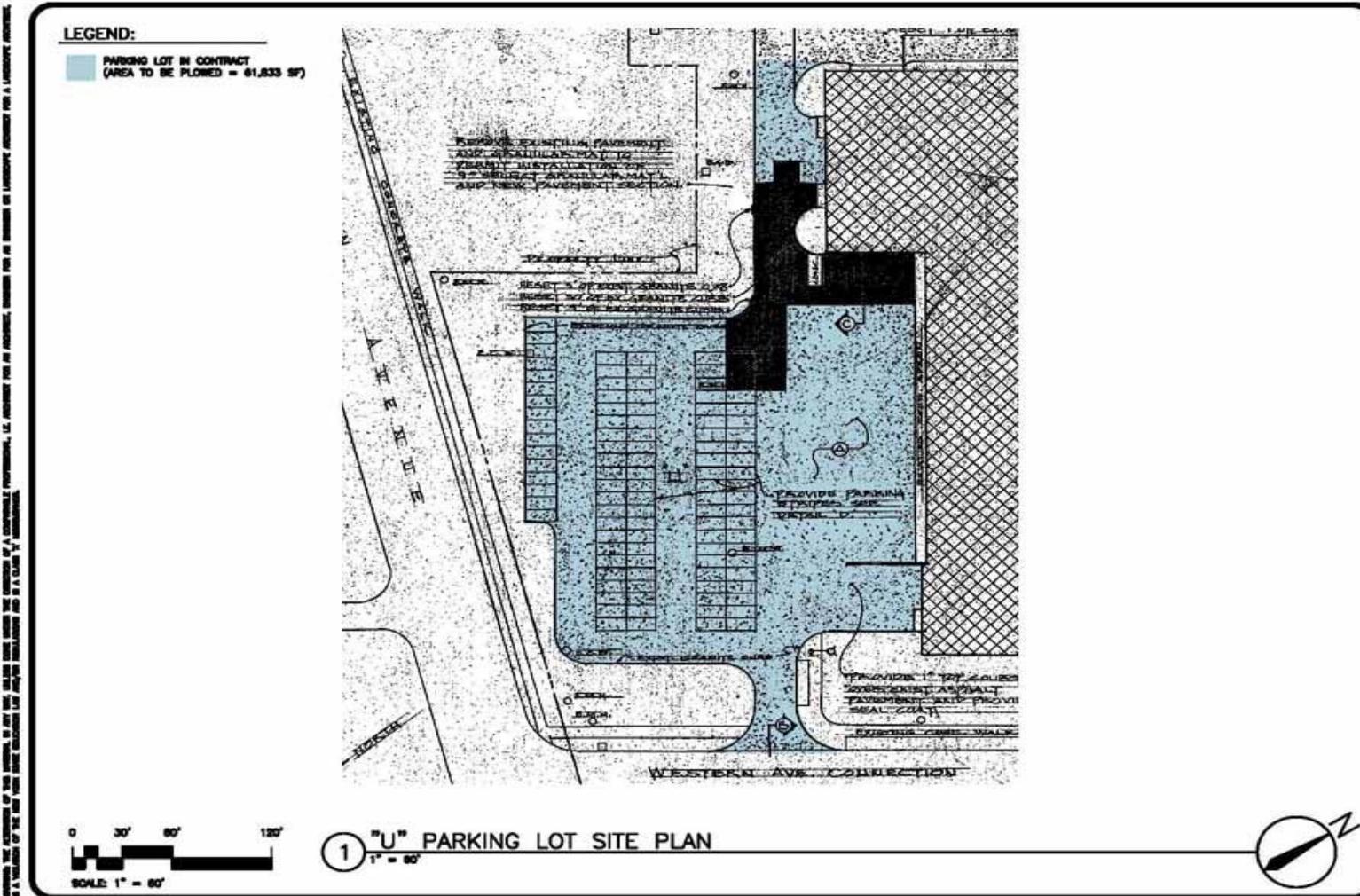
CLIENT	
OGS	
PROJECT TITLE	
SNOW PLOWING & SNOW REMOVAL	
LOCATION	
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE	
"Y" PARKING LOT SITE PLAN	
DRAWN BY	CHECKED BY
SH	FP
FIELD CHECK	APPROVED
	FP
DATE	SCALE
08/14/10	AS NOTED
PROJECT NUMBER	
DRAWING NUMBER	
A-120	
SHEET OF	



REVISIONS	



CLIENT:	OGS
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL
LOCATION:	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE:	"T" PARKING LOT SITE PLAN
DRAWN BY:	BH
CHECKED BY:	FP
FIELD OFFICE:	APPROVED FP
DATE:	06/14/10
SCALE:	AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
SHEET:	A-121 OF



REVISIONS			
NO.	DATE	BY	REVISION

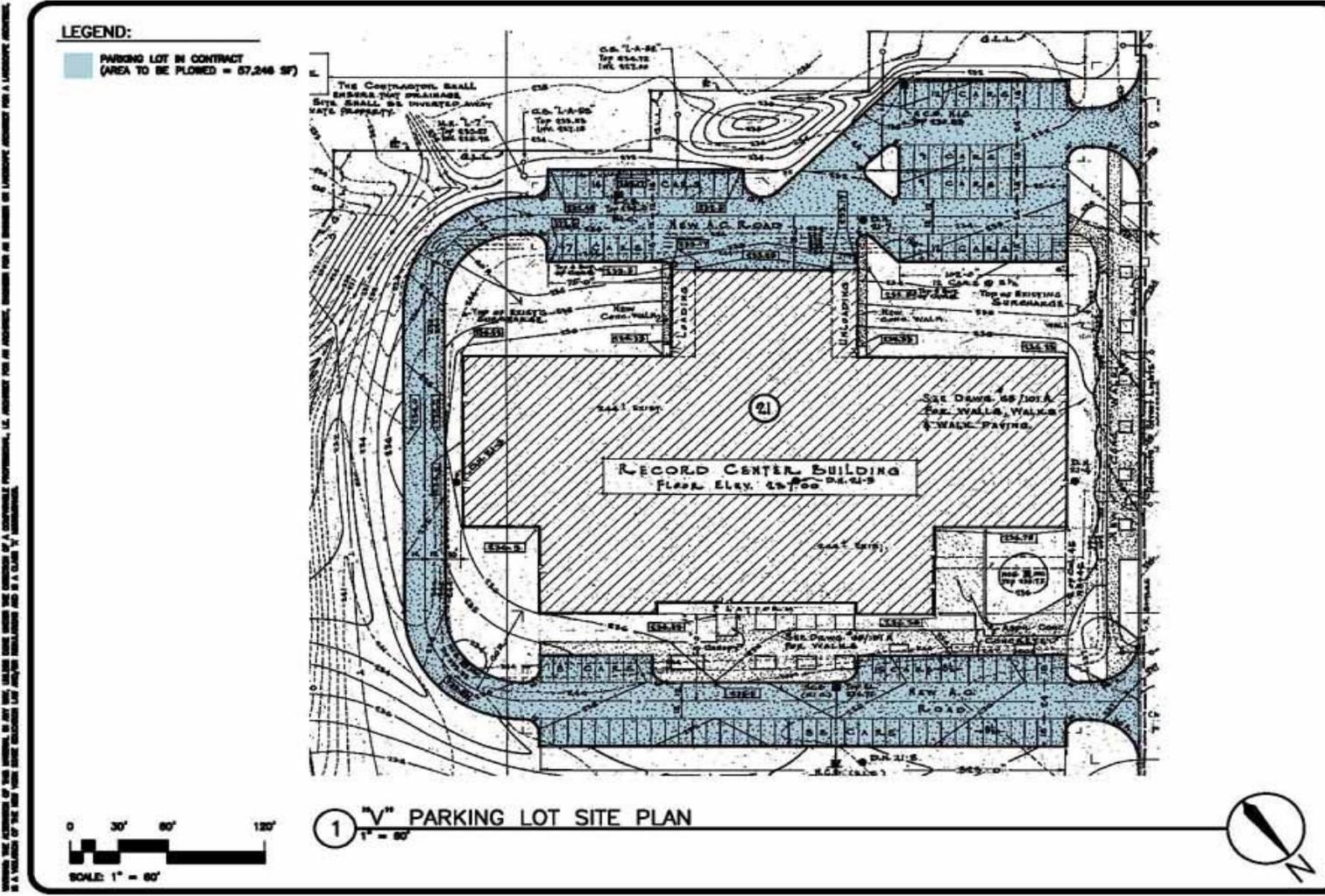
OGS
 NEW YORK OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRACKO
 Director
 JOHN C. BOAN
 Commissioner



CLIENT: OGS
 PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL
 LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
 SHEET TITLE: "U" PARKING LOT SITE PLAN

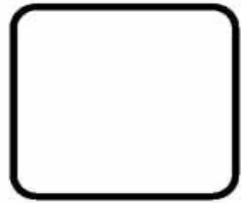
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: FP	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED

PROJECT NUMBER:
 DRAWING NUMBER:
 SHEET OF: A-122

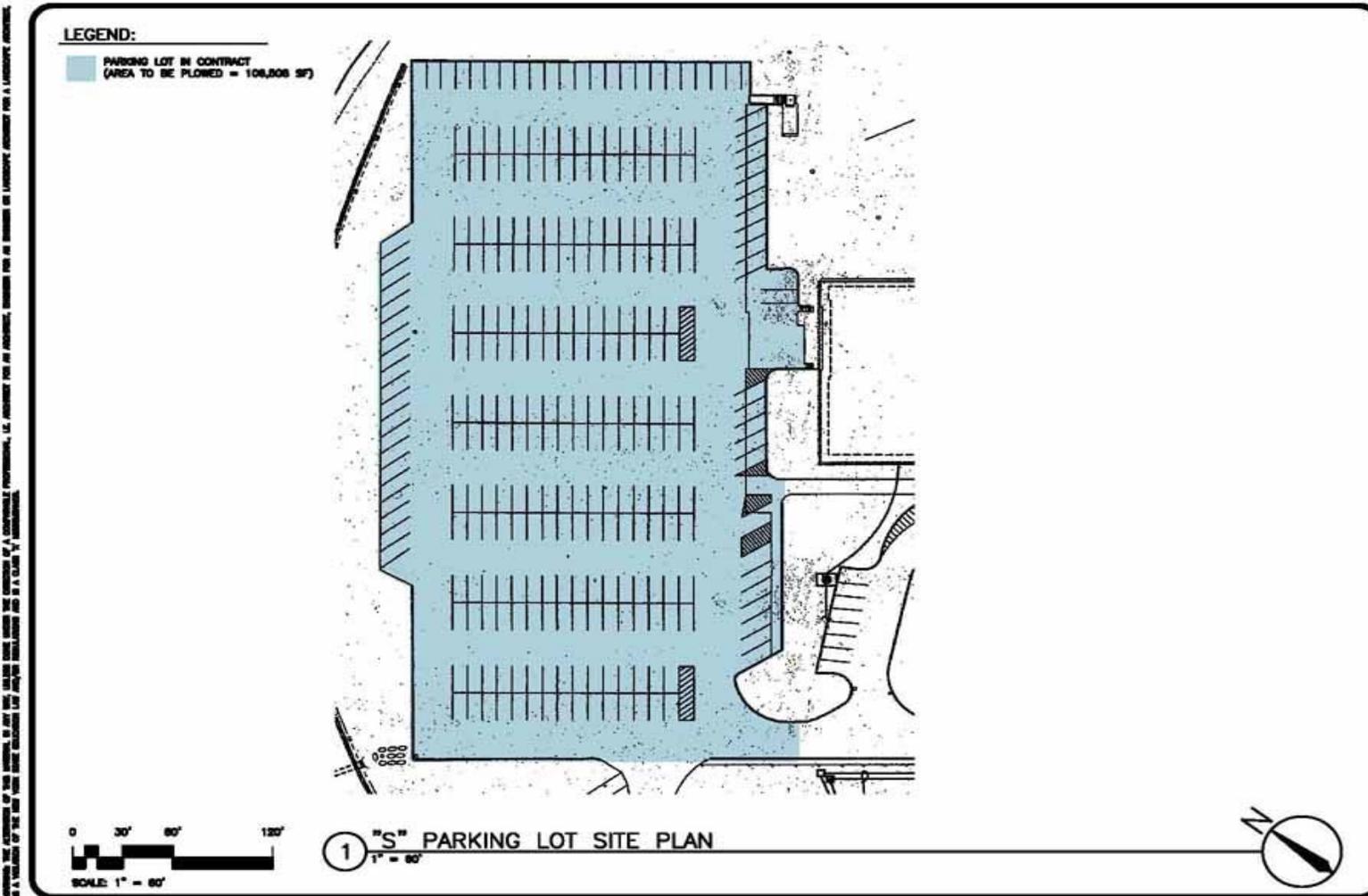


1 "V" PARKING LOT SITE PLAN
1" = 60'

REVISIONS			



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "V" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER: A-123 OF	



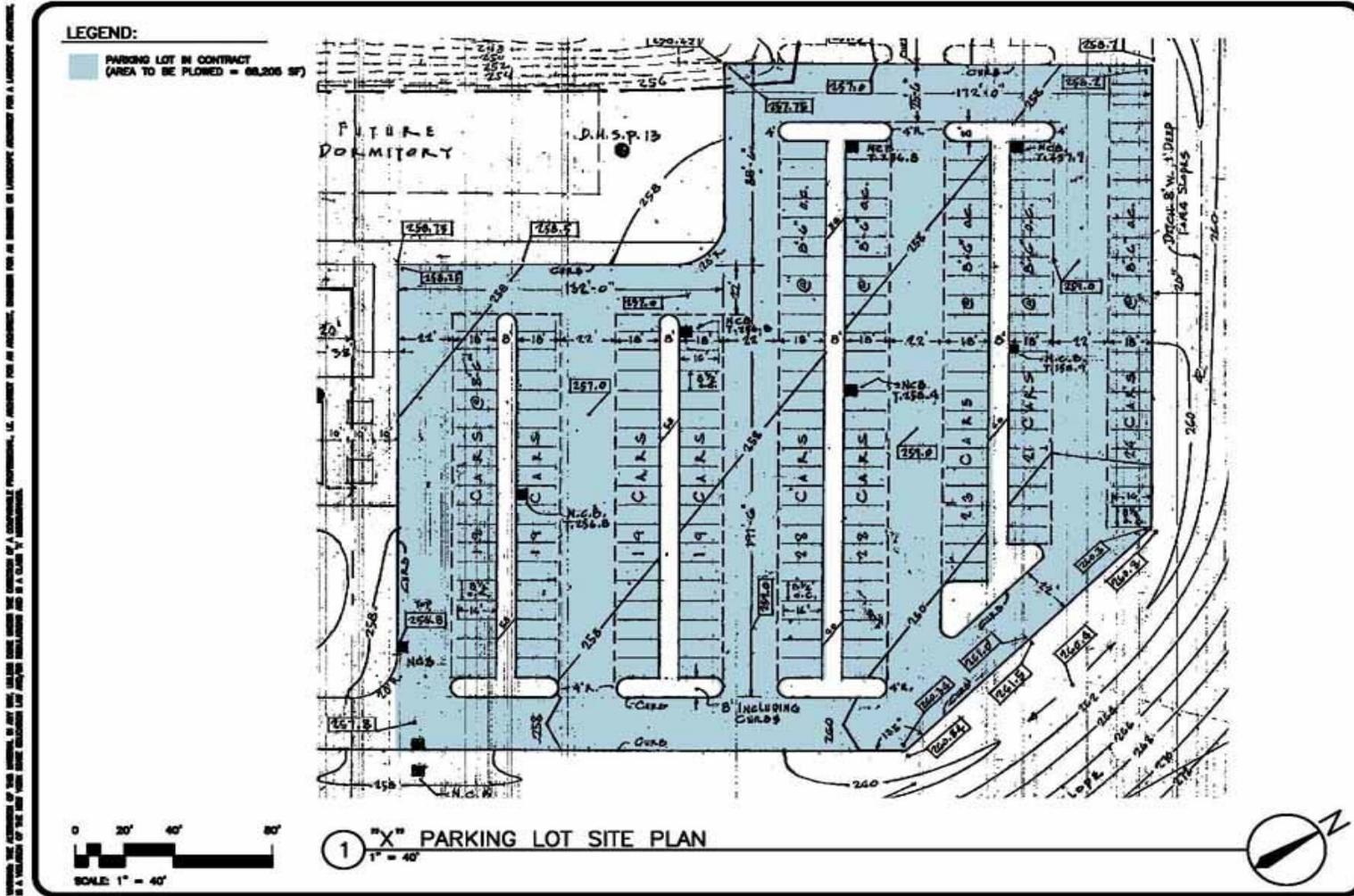
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING, AS APPROVED BY ME OR AN AUTHORIZED REPRESENTATIVE OF A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT, AND THAT I AM NOT PROVIDING THIS INFORMATION FOR ANY OTHER PURPOSES. I, THE ENGINEER OR ARCHITECT, AM NOT PROVIDING THIS INFORMATION FOR ANY OTHER PURPOSES. I, THE ENGINEER OR ARCHITECT, AM NOT PROVIDING THIS INFORMATION FOR ANY OTHER PURPOSES.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

OGS
 21 YEARS OF SERVICE TO NEW YORK STATE
 Serving New York
 DAVID A. PATTERSON
 President
 JOHN C. BOYD
 Vice President



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "S" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: FP	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
A-124	
SHEET OF	



REVISIONS			
NO.	DATE	BY	APP.

OS
 N.Y.S. OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICK
 General
 JOHN C. BOAT
 Commissioner



CLIENT: OGS

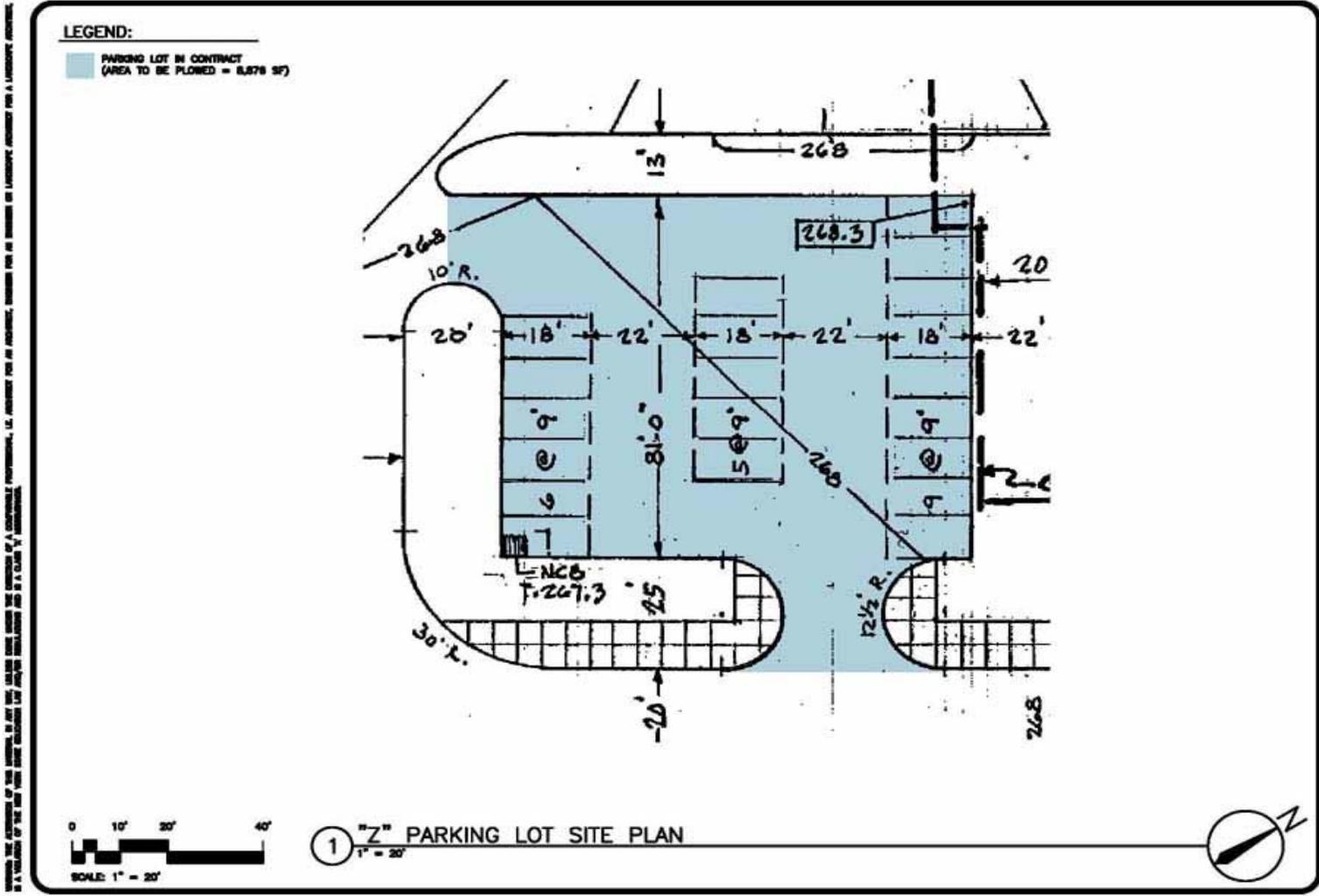
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL

LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK

SHEET TITLE: "X" PARKING LOT SITE PLAN

DESIGN BY: BH	CHECKED BY: FP
FIELD CHECK: FP	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	

SHEET: A-125 OF

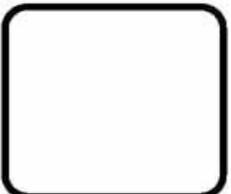


REVISIONS			

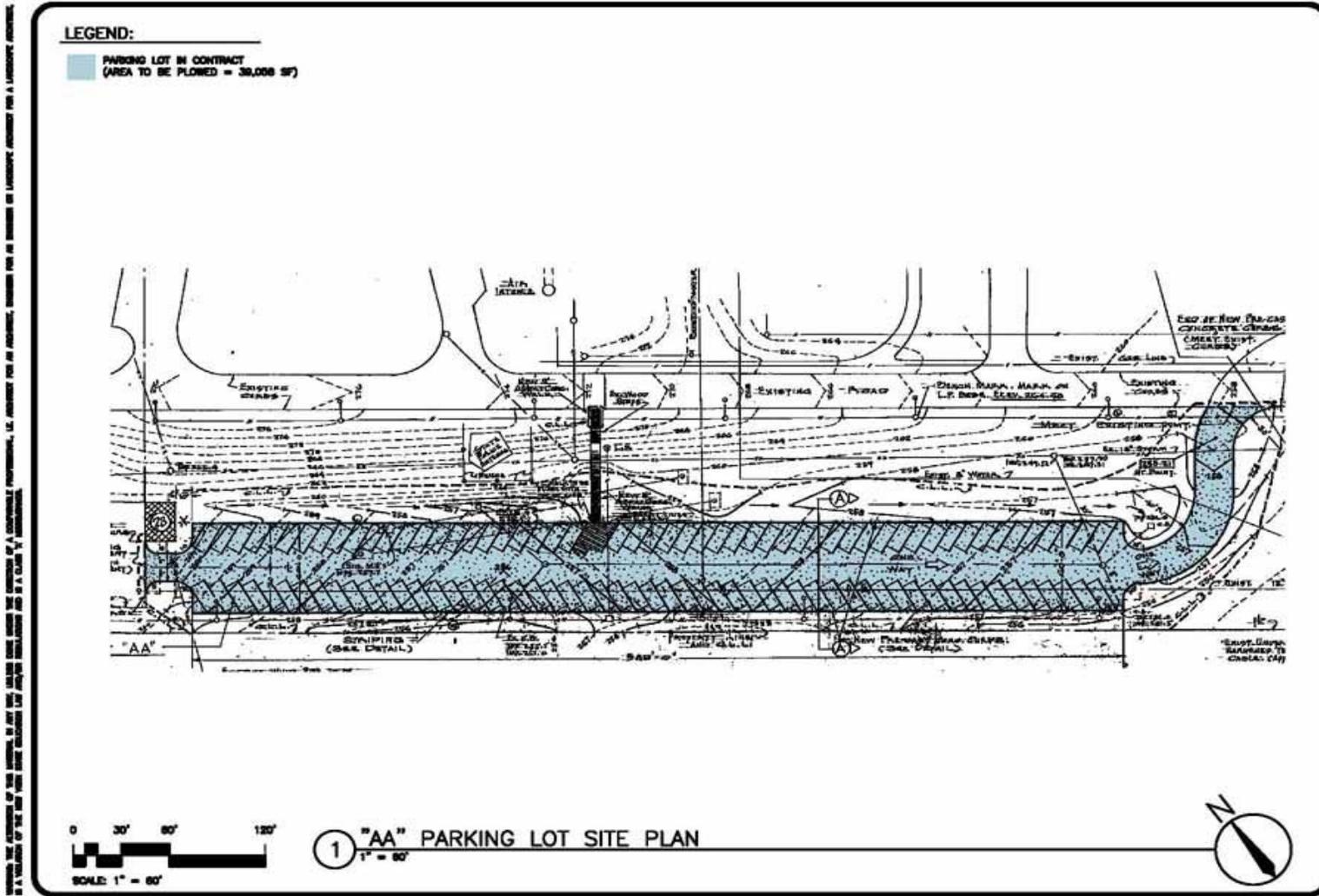
OGS
OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATTERSON
Director

JOHN C. BOARD
Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "Z" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: APPROVED: FP	
DATE: 08/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER:	
A-126	
OF	



REVISIONS			

OGS
NYS OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATERNACK
Governor

KATH C. BOAH
Commissioner

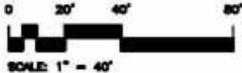


CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "AA" PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 06/14/18	WORK: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER: A-127 OF	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A duly Licensed Professional Engineer in the State of New York. I, the undersigned, am a duly Licensed Professional Engineer in the State of New York. I, the undersigned, am a duly Licensed Professional Engineer in the State of New York.

LEGEND:

PARKING LOT IN CONTRACT
 (AREA TO BE PLOWED = 38,342 SF)



1 "R" PARKING LOT SITE PLAN
 1" = 40'



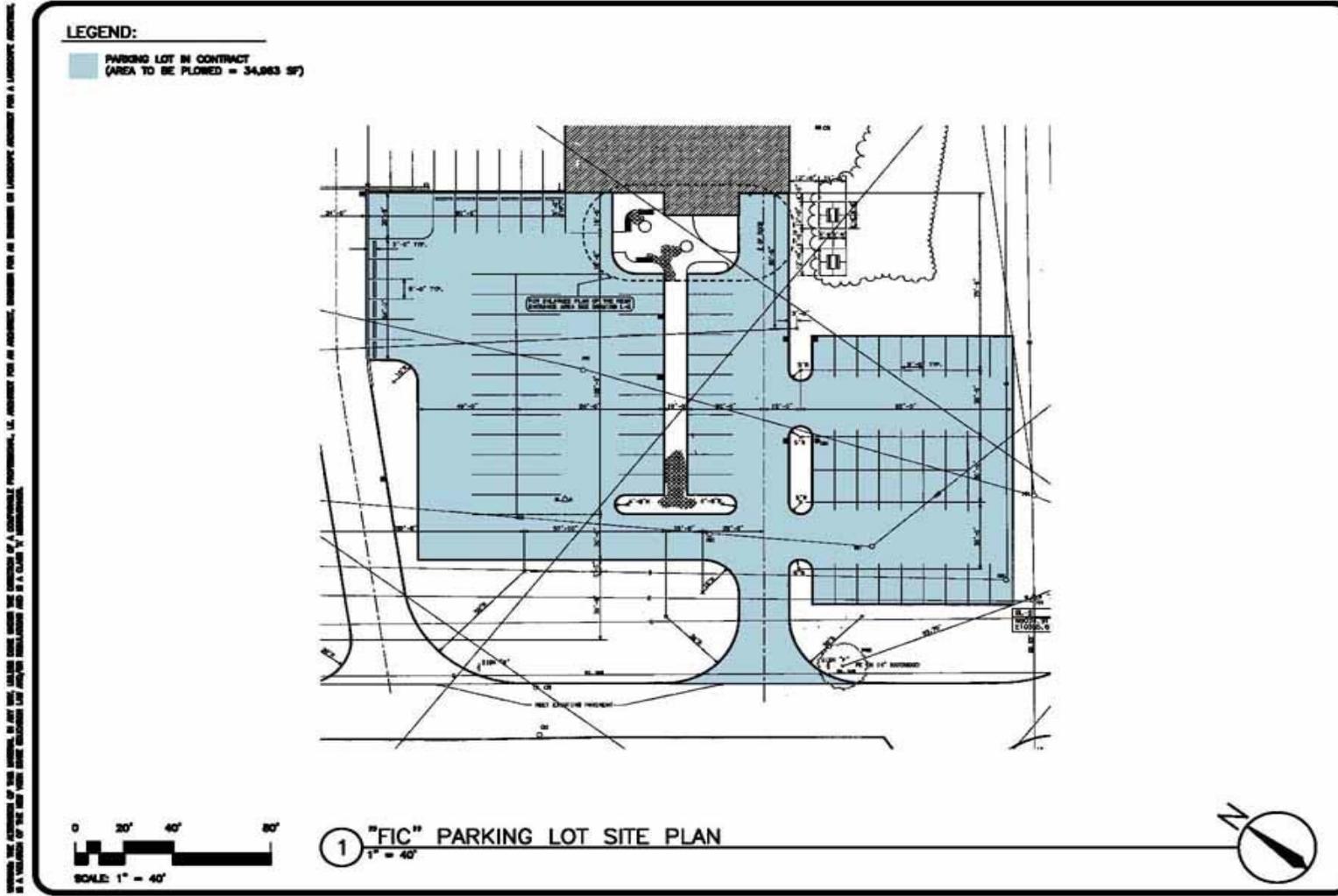
REVISIONS			
NO.	DATE	BY	REVISION

DAVID A. PATRACKO
 Director

JOHN C. BOGAN
 Commissioner



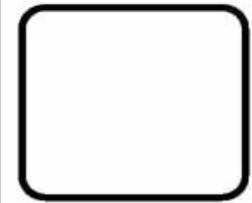
CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: "R" PARKING LOT SITE PLAN	
DESIGN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
A-128	
SHEET OF	



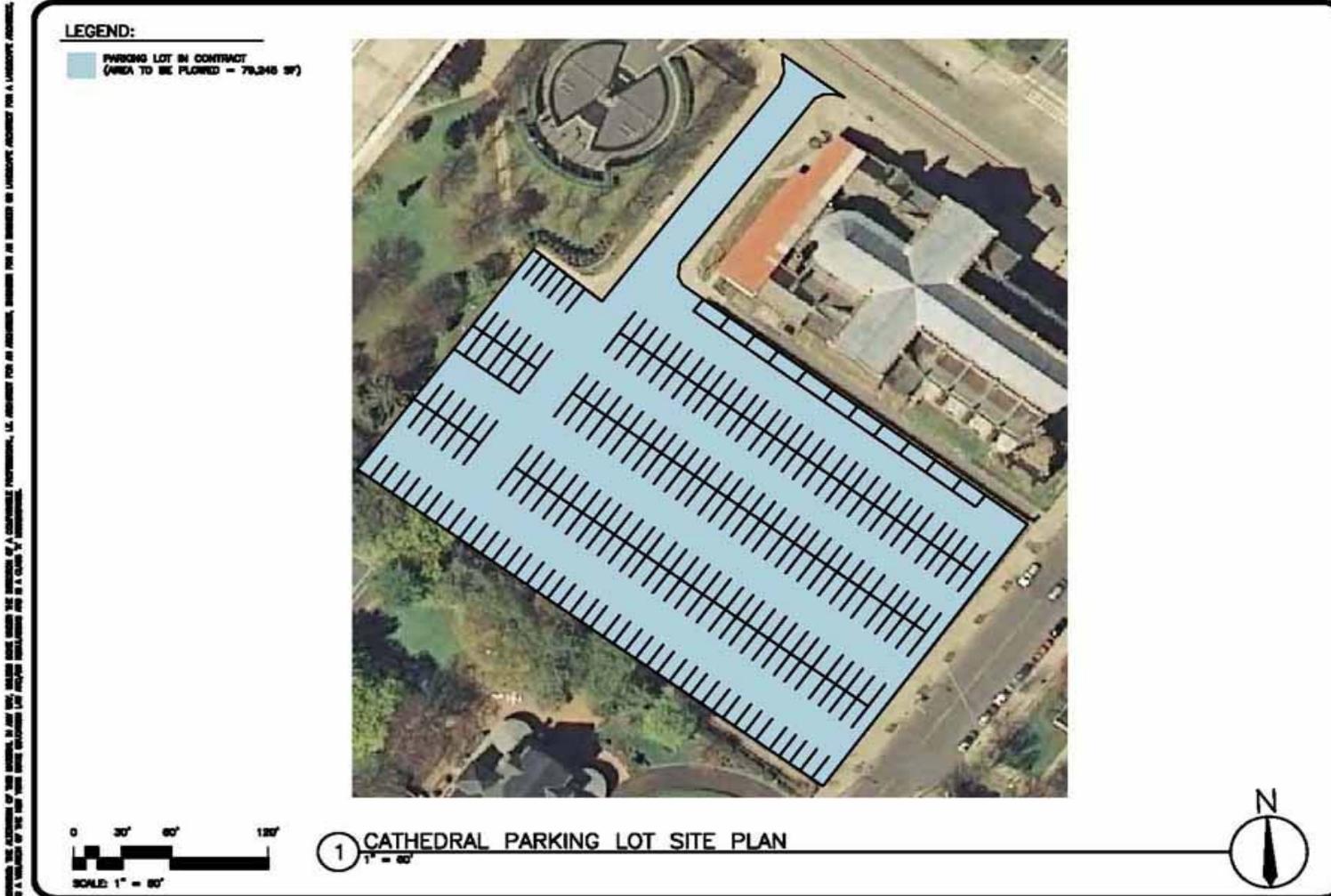
I, THE ENGINEER, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK AND THAT I AM THE DESIGNER OF THE ABOVE DESCRIBED WORK. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

REVISIONS			


 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICKSON
 Governor
 JAMES C. BOAM
 Comptroller



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: FIC PARKING LOT SITE PLAN	
DESIGNED BY: BH	CHECKED BY: FP
PLANNED BY: FP	APPROVED BY: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER: A-129	
OF	



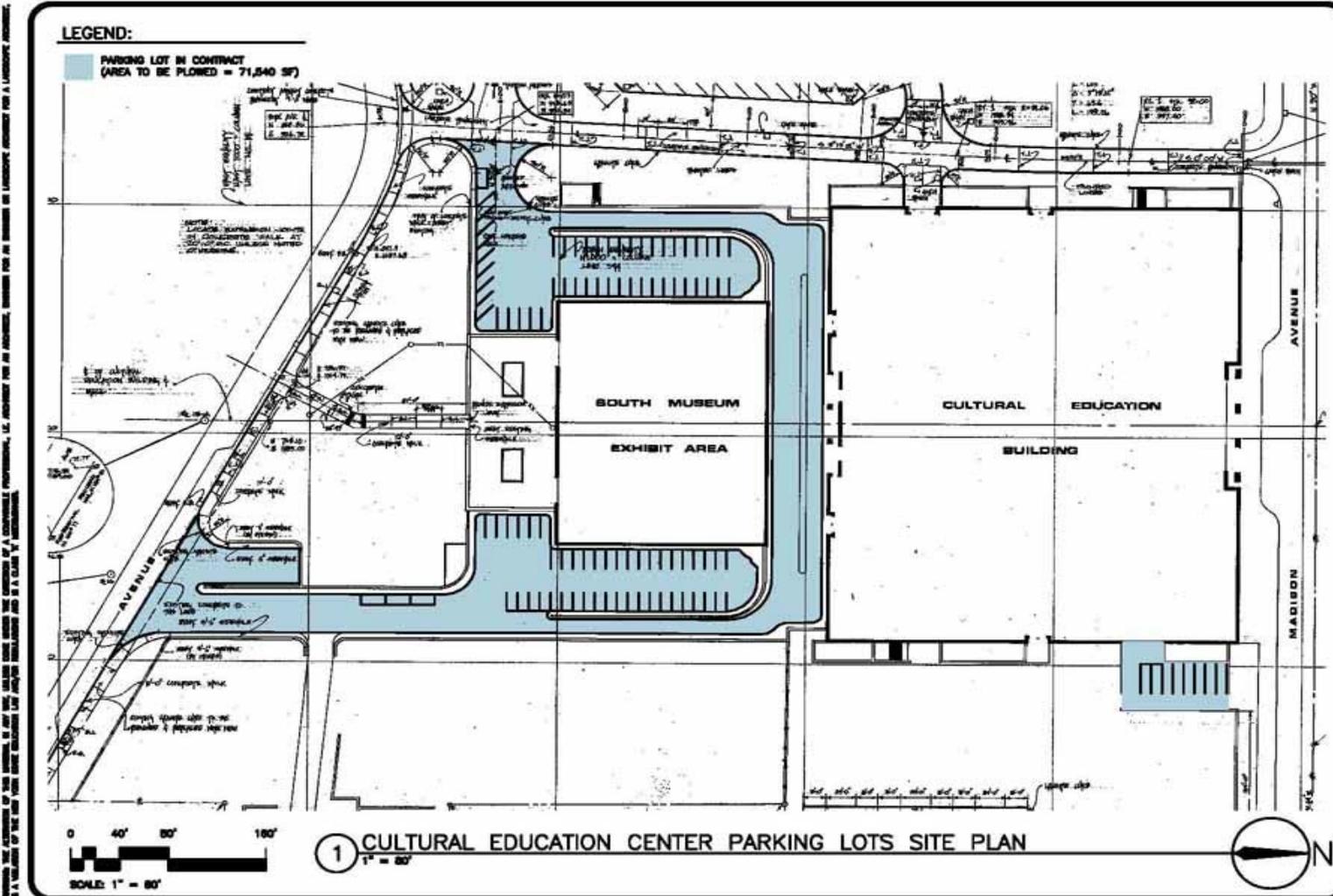
THIS PLAN AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE OFFICE OF GENERAL SERVICES, STATE OF NEW YORK. IT IS TO BE USED ONLY FOR THE PURPOSES AND PROJECT DESCRIBED HEREIN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE OFFICE OF GENERAL SERVICES.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

DAVID A. PATRICK
 Governor
 JOHN C. MOYAN
 Commissioner



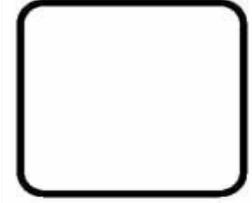
CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: CATHEDRAL PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: AP	APPROVED: FP
DATE: 06/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER: A-131	
SHEET OF	



1 CULTURAL EDUCATION CENTER PARKING LOTS SITE PLAN
1" = 80'

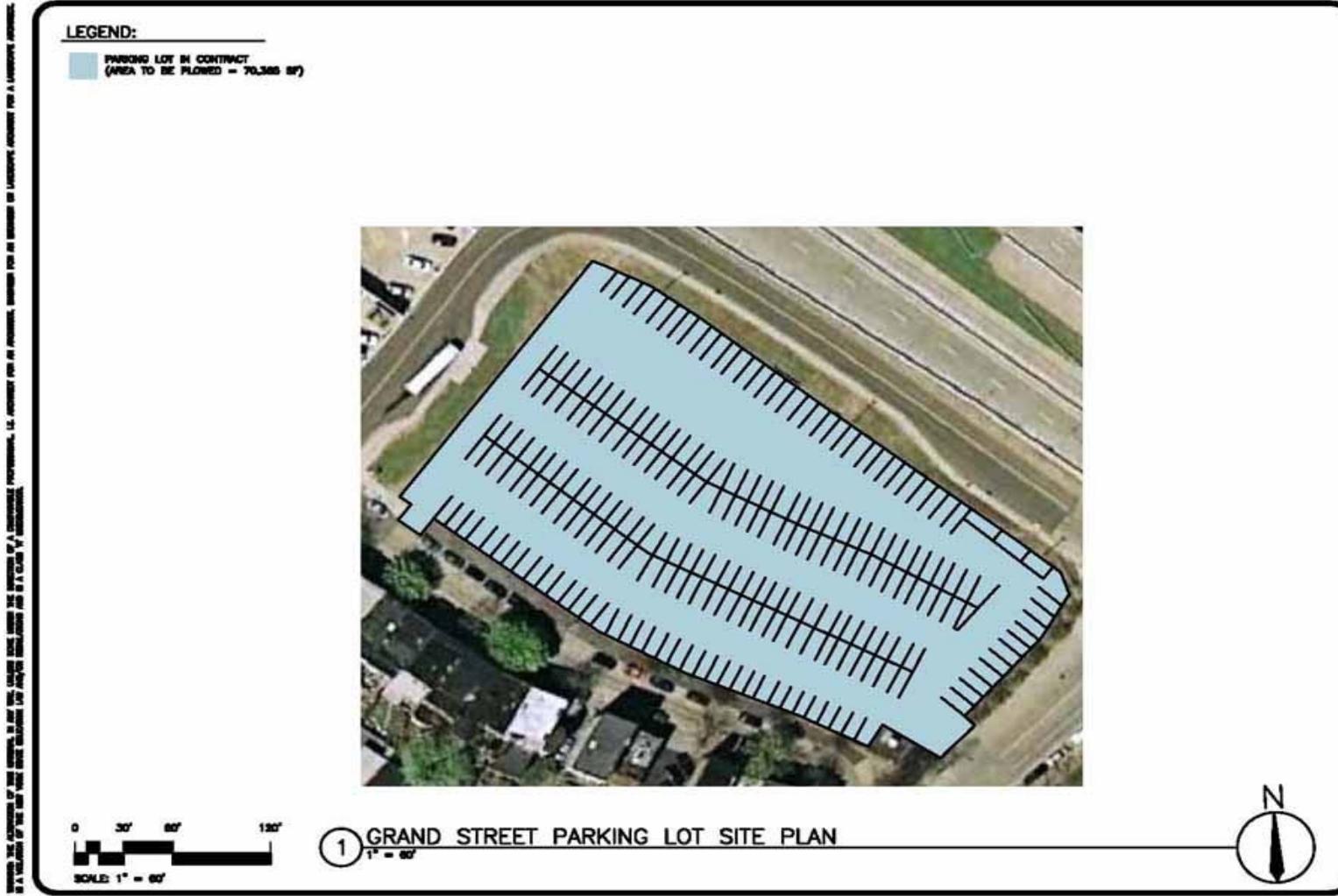
REVISIONS			

OGS
 NEW YORK OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICKSON
 Director
 JOHN C. BOAN
 Commissioner



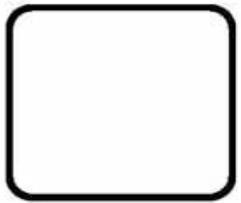
CLIENT		OGS
PROJECT TITLE		SNOW PLOWING & SNOW REMOVAL
LOCATION		VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE		CULTURAL EDUCATION CENTER PARKING LOTS SITE PLAN
DRAWN BY	CHECKED BY	
BH	FP	
FIELD CHECK	APPROVED	
	FP	
DATE	SCALE	
06/14/18	AS NOTED	
PROJECT NUMBER		
DRAWING NUMBER		
		A-132
SHEET		OF

ALL RIGHTS RESERVED BY THE STATE OF NEW YORK. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE STATE OF NEW YORK.



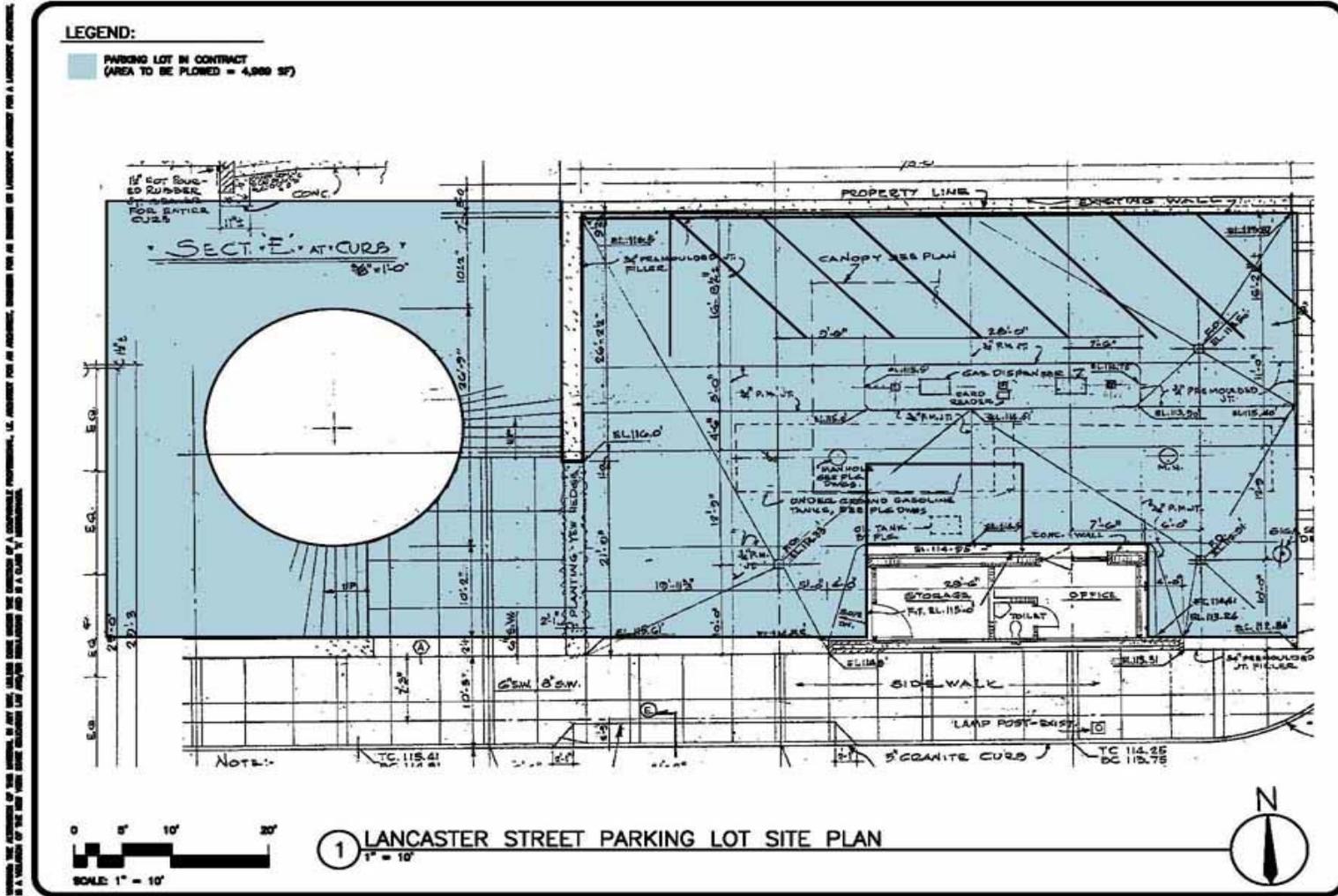
REVISIONS			

OGS
 NYSD OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATTERSON
 Governor
 JOEY C. SOAH
 Commissioner



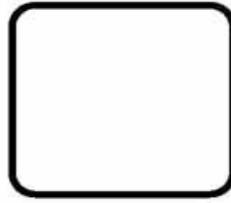
CLIENT		OGS	
PURPOSE / TITLE			
SNOW PLOWING & SNOW REMOVAL			
LOCATION			
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK			
PROJECT TITLE			
GRAND STREET PARKING LOT SITE PLAN			
DESIGN BY	CHECKED BY	DATE	
BH	FP	08/14/10	
FIELD CHECK	APPROVED	WORK	
	FP	AS NOTED	
PROJECT NUMBER			
DRAWING NUMBER			
SHEET		A-133	
OF		07	

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING AS SUBMITTED TO THE OFFICE OF GENERAL SERVICES, STATE OF NEW YORK, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING AS SUBMITTED TO THE OFFICE OF GENERAL SERVICES, STATE OF NEW YORK.



REVISIONS			
NO.	DATE	BY	DESCRIPTION

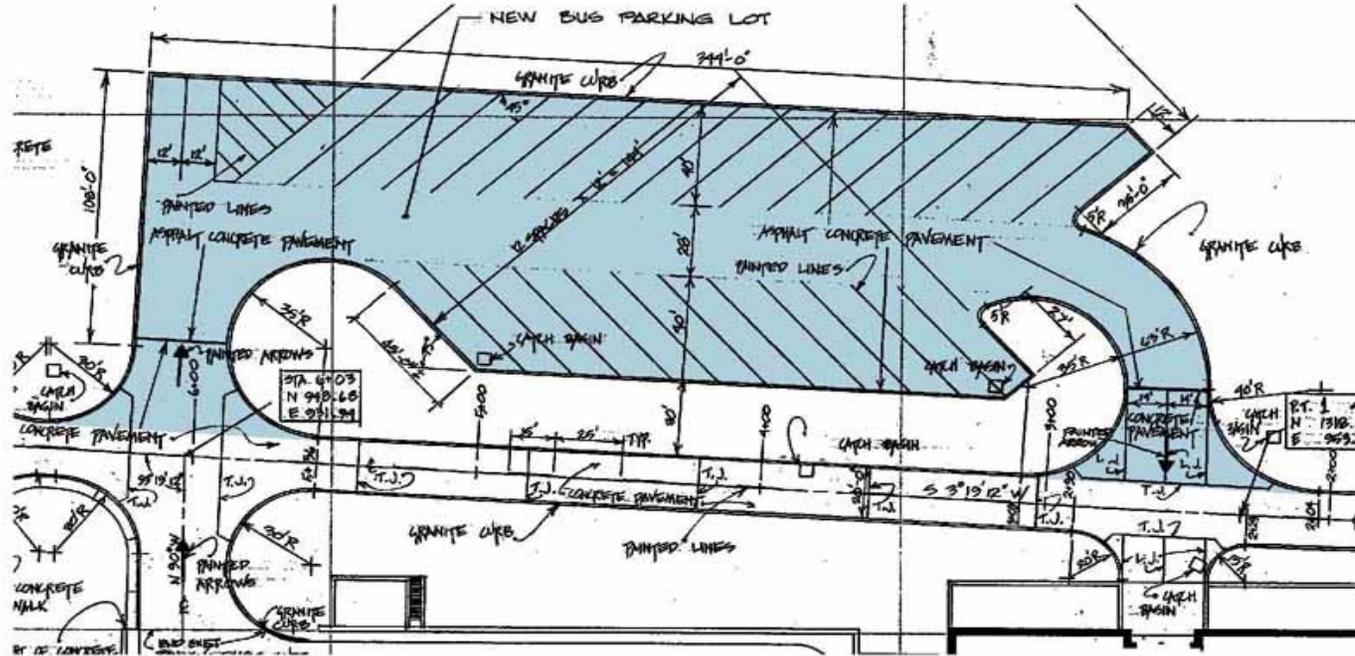
OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICKSON
 Governor
 JODY C. BOAN
 Commissioner



CLIENT:	OGS
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL
LOCATION:	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
DRAWN BY:	BH
CHECKED BY:	FP
FIELD CHECK:	APPROVED
DATE:	09/14/18
PROJECT NUMBER:	AS NOTED
DRAWING NUMBER:	A-134
SHEET:	OF

LEGEND:

PARKING LOT IN CONTRACT
(AREA TO BE PLOWED = 38,288 SF)



1 MADISON VISITOR LOT SITE PLAN
1" = 60'

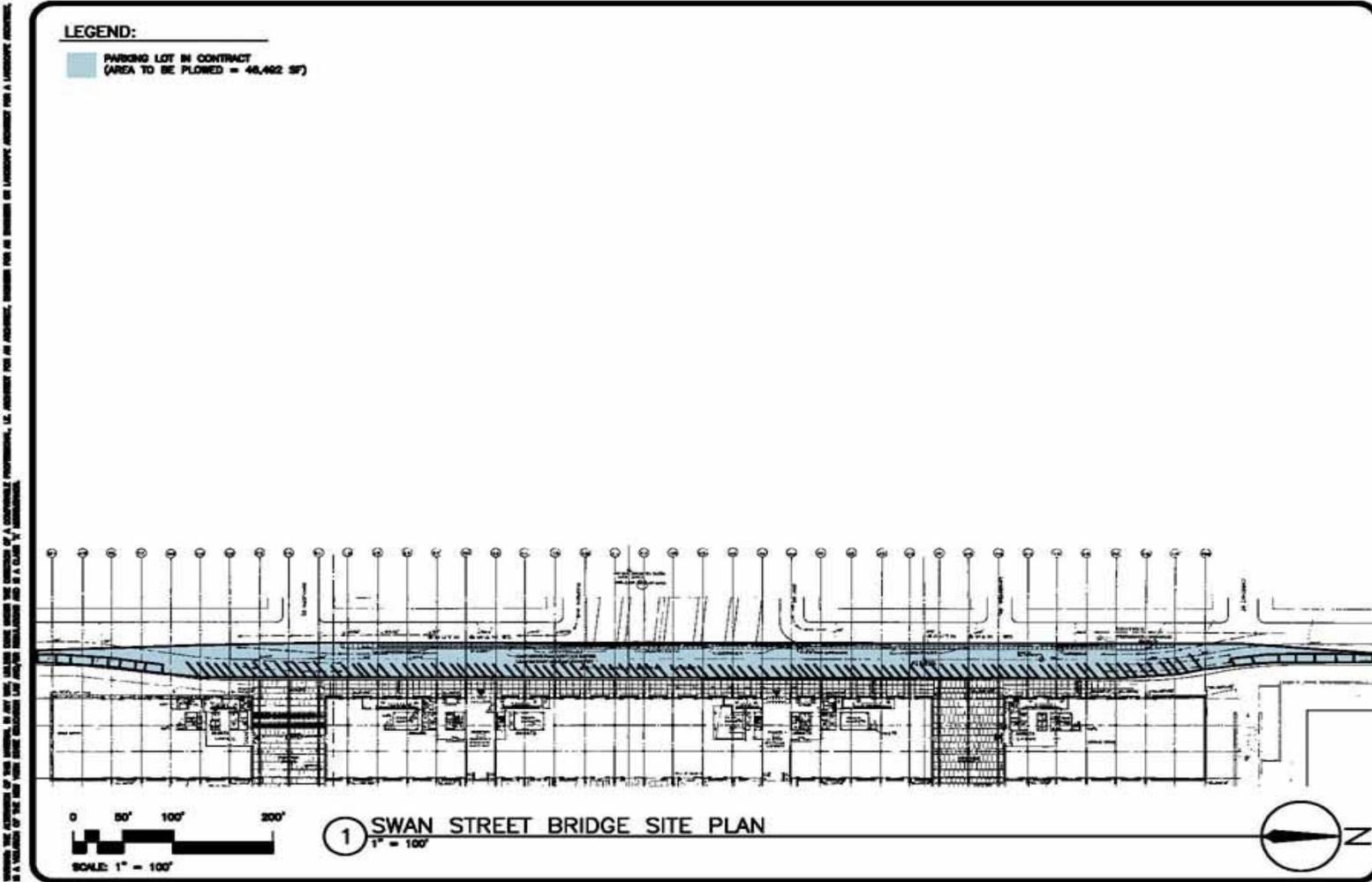


REVISIONS		

OGS
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York
DAVID A. PATRICKSON
Director
JOHN C. BOAM
Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: MADISON VISITOR LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 08/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER:	
A-135	
OF	

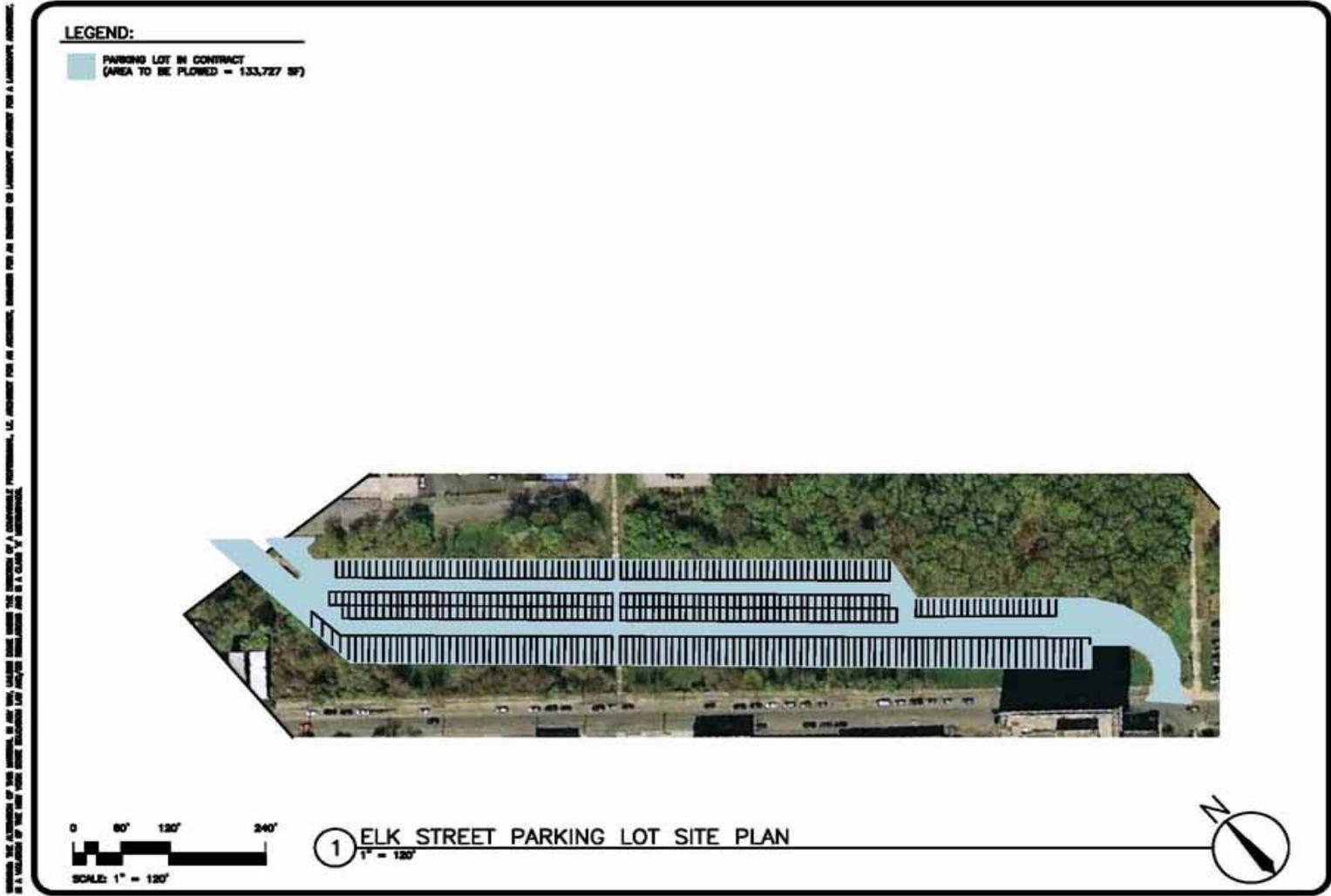


REVISIONS			
NO.	DATE	BY	BY

OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICKSON
 Director
 JONAS C. BOAM
 Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: SWAN STREET BRIDGE SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK: AS NOTED	APPROVED: FP
DATE: 06/14/18	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER: A-136	
SHEET OF:	



REVISIONS			
NO.	DATE	BY	BY

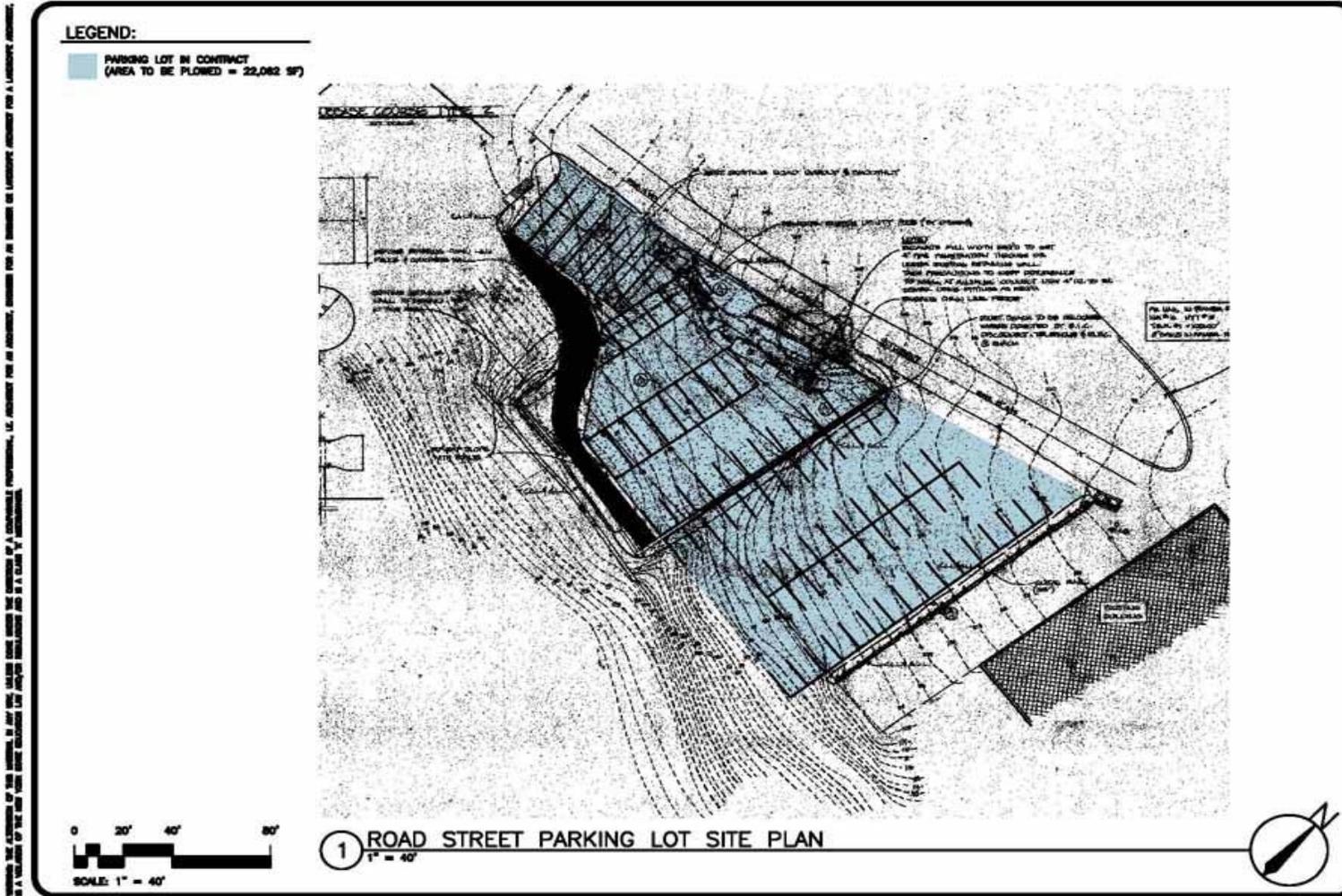
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATRICKSON
Director

JORDY C. BOAZ
Commissioner



CLIENT:	OGS
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL
LOCATION:	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK
SHEET TITLE:	ELK STREET PARKING LOT SITE PLAN
DRAWN BY:	BH
CHECKED BY:	FP
FIELD CHECK:	APPROVED: FP
DATE:	06/14/18
PROJECT NUMBER:	MOLE: AS NOTED
DRAWING NUMBER:	A-137
SHEET:	OF



REVISIONS			
NO.	DATE	DESCRIPTION	BY

OS
NEW YORK OFFICE OF ENGINEERING SERVICES
Serving New York

DAVID A. PATRICKSON
Engineer

JOHN C. BOAH
Consultant

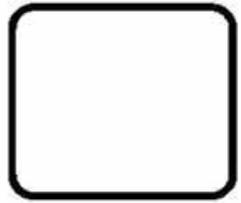


CLIENT		OGS
PROJECT TITLE		
SNOW PLOWING & SNOW REMOVAL		
LOCATION		
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
SHEET TITLE		
ROAD STREET PARKING LOT SITE PLAN		
DRAWN BY	CHECKED BY	
BH	FP	
FIELD CHECK	APPROVED	
	FP	
DATE	SCALE	
06/14/10	AS NOTED	
PROJECT NUMBER		
DRAWING NUMBER		
A-138		
SHEET OF		

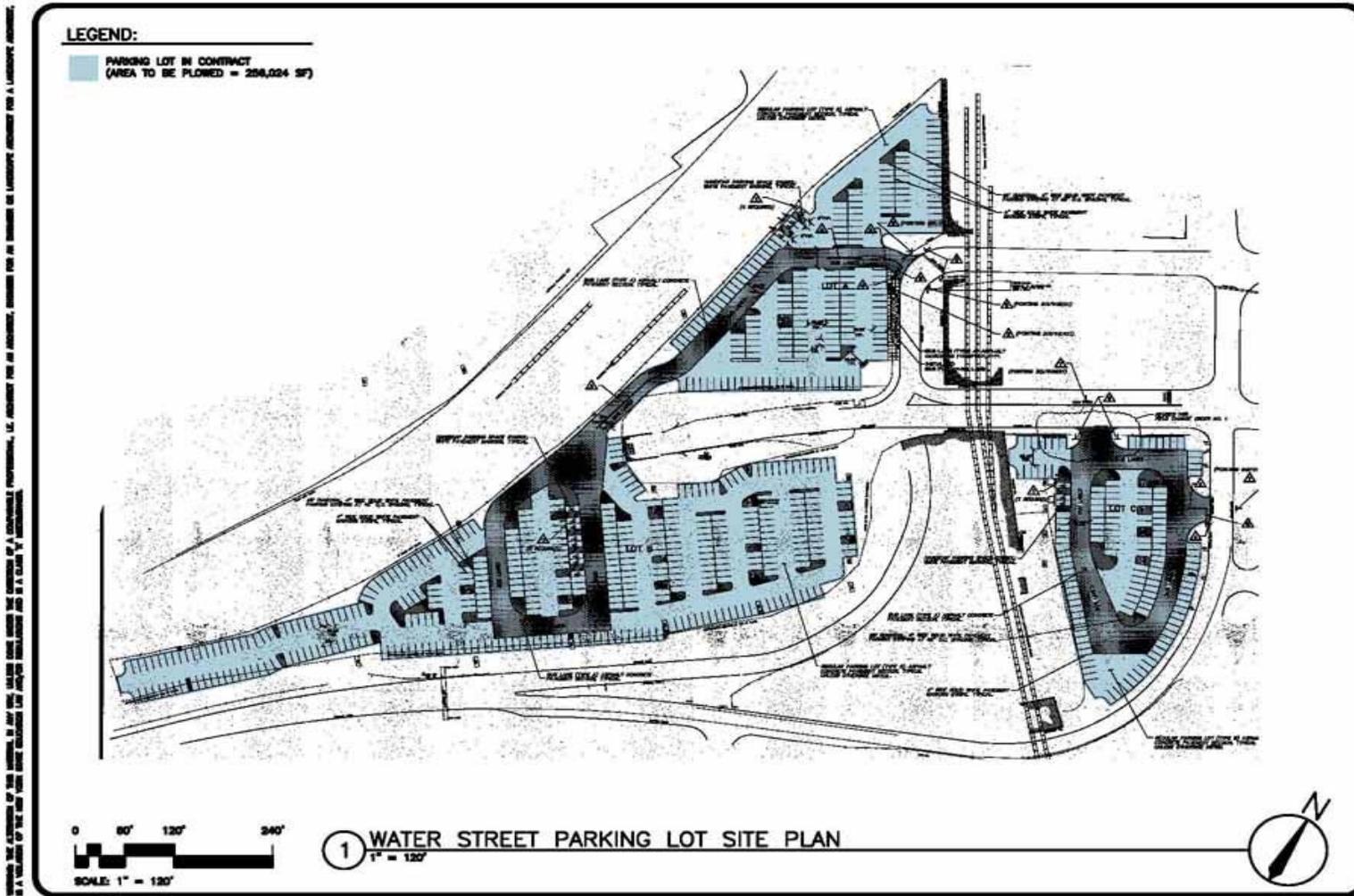


ALL RIGHTS RESERVED BY THE STATE OF NEW YORK. THIS MAP WAS PREPARED BY THE STATE OF NEW YORK UNDER THE AUTHORITY OF THE STATE ENGINEERING BOARD. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SUBJECT PROPERTY FOR THE PURPOSES OF VERIFYING THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SUBJECT PROPERTY FOR THE PURPOSES OF VERIFYING THE ACCURACY OF THE INFORMATION SHOWN HEREON.

REVISIONS	



OWNER	
OGS	
PROJECT TITLE:	
SNOW PLOWING & SNOW REMOVAL	
LOCATION:	
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE:	
SOUTH SWAN STREET & ELK STREET LOT SITE PLAN	
DRAWN BY:	CHECKED BY:
BH	FP
FIELD ENGINEER:	APPROVED:
	FP
DATE:	SCALE:
04/14/18	AS NOTED
PROJECT NUMBER:	
SHEET NUMBER:	
A-139	
OF	



REVISIONS			

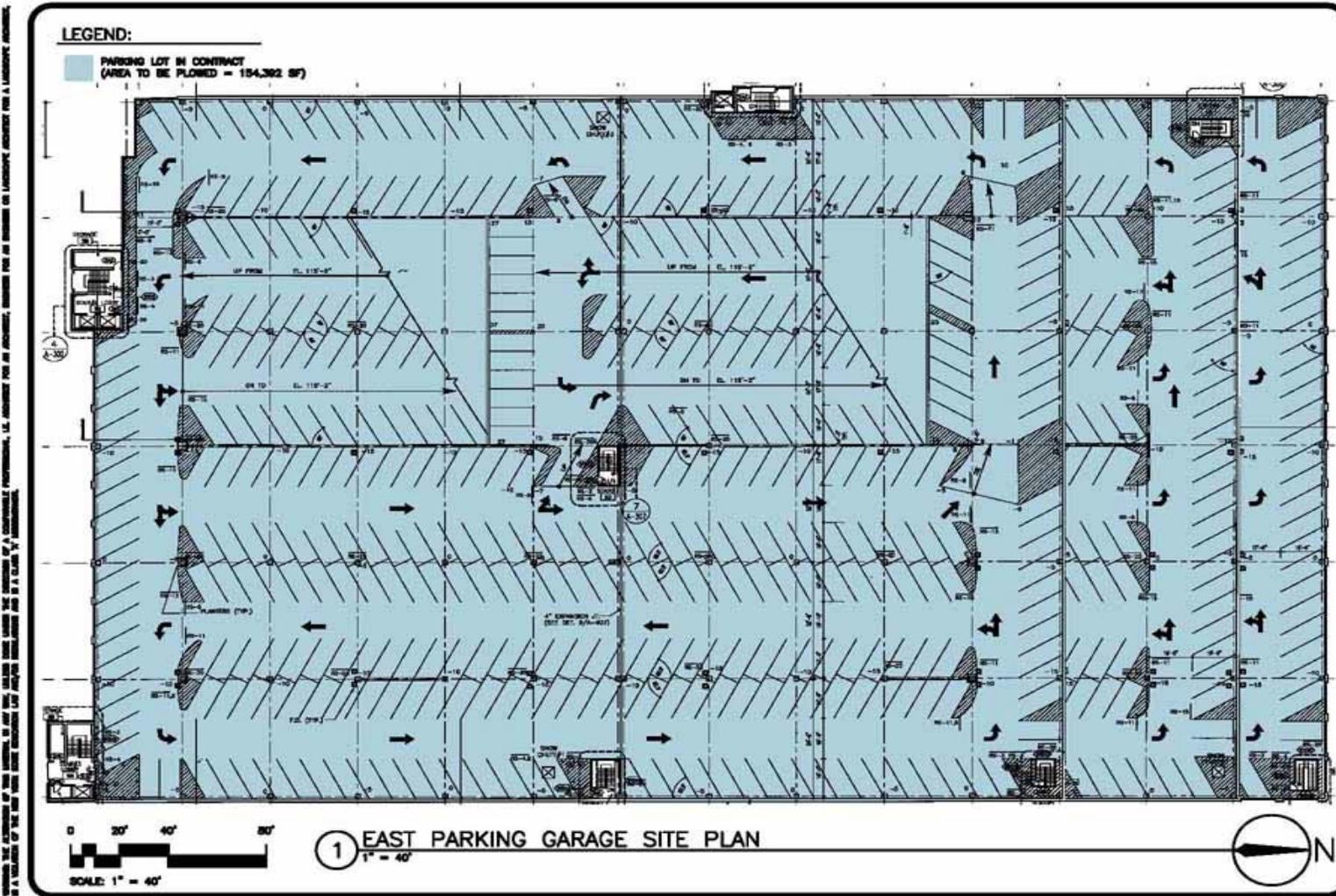
OGS
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATRIBON
Governor

JOSE C. SOAN
Commissioner



CLIENT	OGS		
PROJECT TITLE	SNOW PLOWING & SNOW REMOVAL		
LOCATION	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
SHEET TITLE	WATER STREET PARKING LOT SITE PLAN		
DRAWN BY	BH	CHECKED BY	FP
FIELD CHECK	APPROVED	FP	FP
DATE	06/14/10	SCALE	AS NOTED
PROJECT NUMBER			
DRAWING NUMBER			
SHEET	A-140 OF		



REVISIONS	

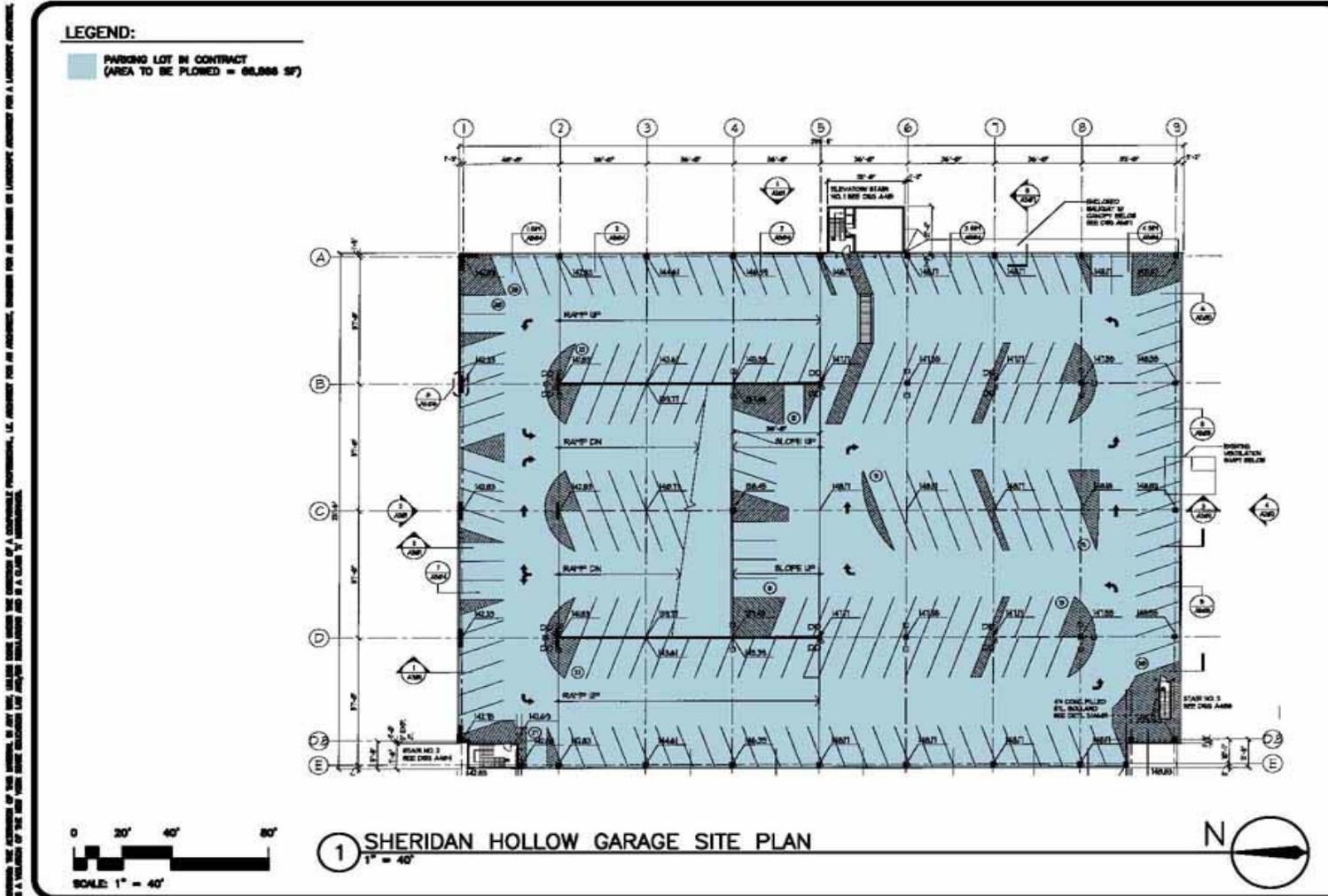
OGS
NEW YORK OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATTERSON
General

JODIE C. BOAN
Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: EAST PARKING GARAGE SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 09/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER:	
A-141	
OF	

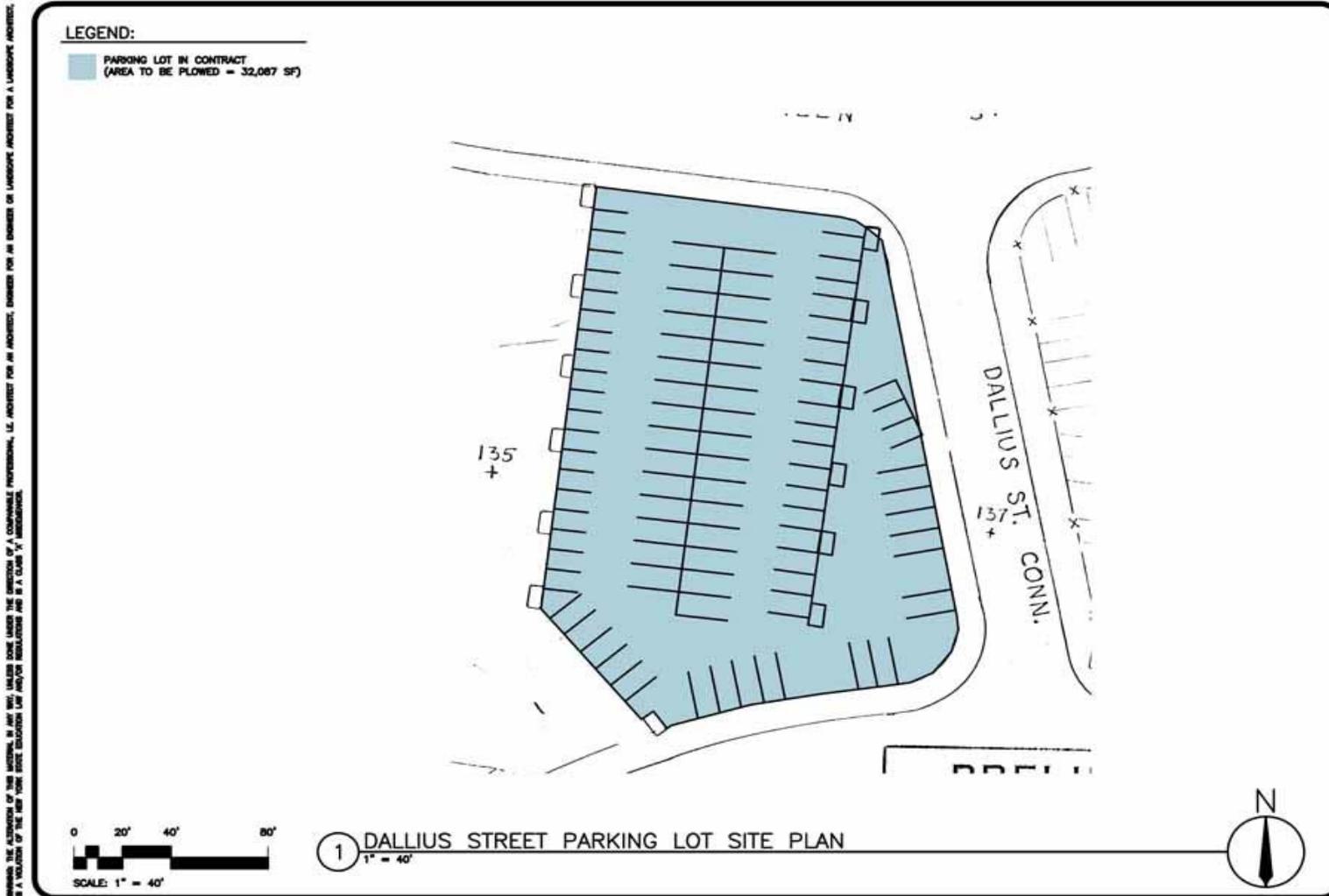


REVISIONS			
NO.	DATE	BY	APP.

OGS
 NY'S OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRICK
 Governor
 JOHN C. BOAN
 Commissioner



CLIENT:	OGS		
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL		
LOCATION:	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
BRIEF TITLE:	SHERIDAN HOLLOW GARAGE SITE PLAN		
DRAWN BY:	BH	CHECKED BY:	FP
FIELD CHECK:		APPROVED:	FP
DATE:	06/14/18	SCALE:	AS NOTED
PROJECT NUMBER:			
DRAWING NUMBER:			
	A-142		
SHEET	OF		



I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE OFFICE OF GENERAL SERVICES, STATE OF NEW YORK, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK.

REVISIONS			
REV	DATE	DESC	BY

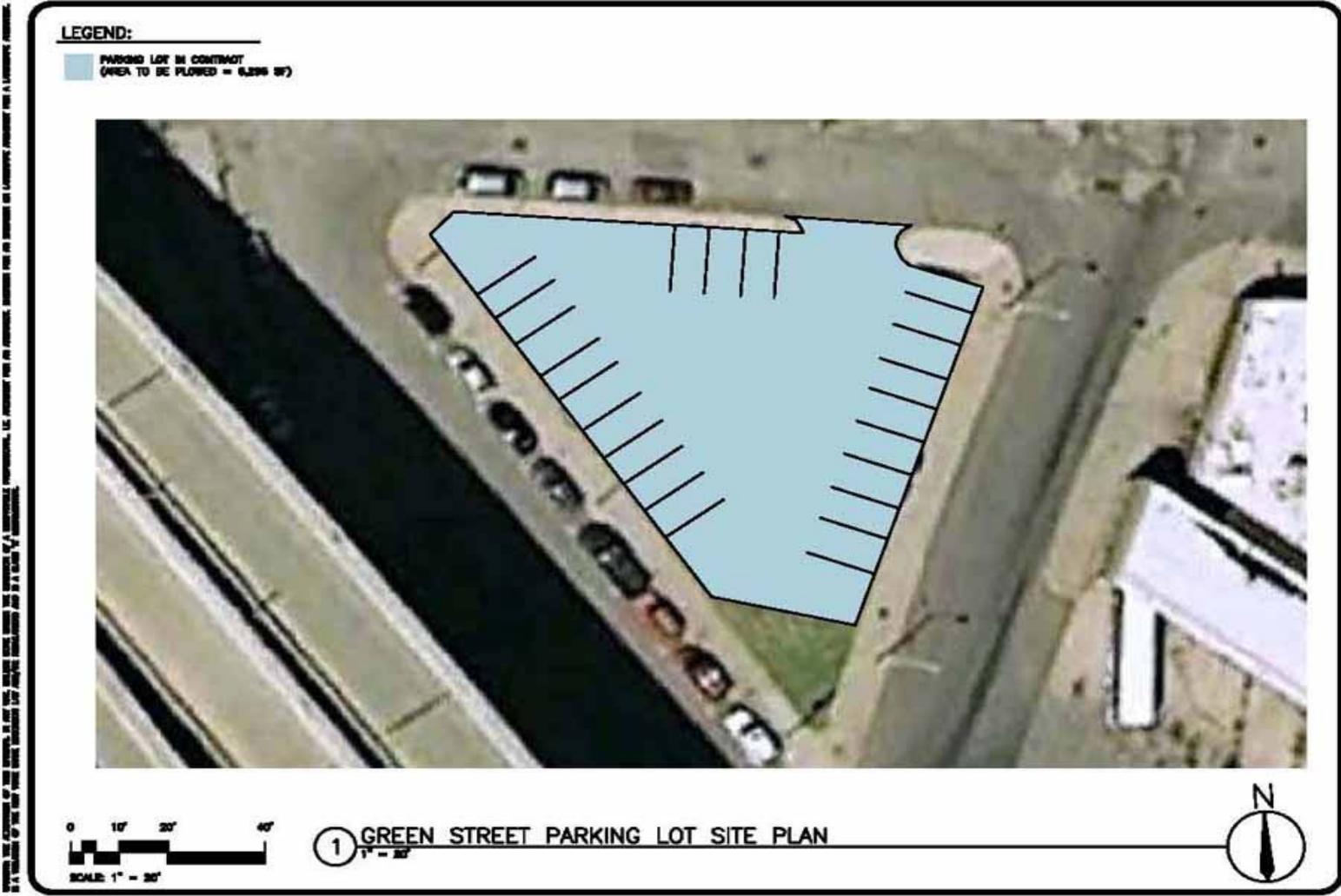
OGS
 NY'S OFFICE OF GENERAL SERVICES
Serving New York

DAVID A. PATTERSON
 Governor

JERRY C. EGAN
 Commissioner



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: DALLIUS STREET PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 08/14/10	SCALE: AS NOTED
PROJECT NUMBER:	
DRAWING NUMBER: A-143	
SHEET OF	



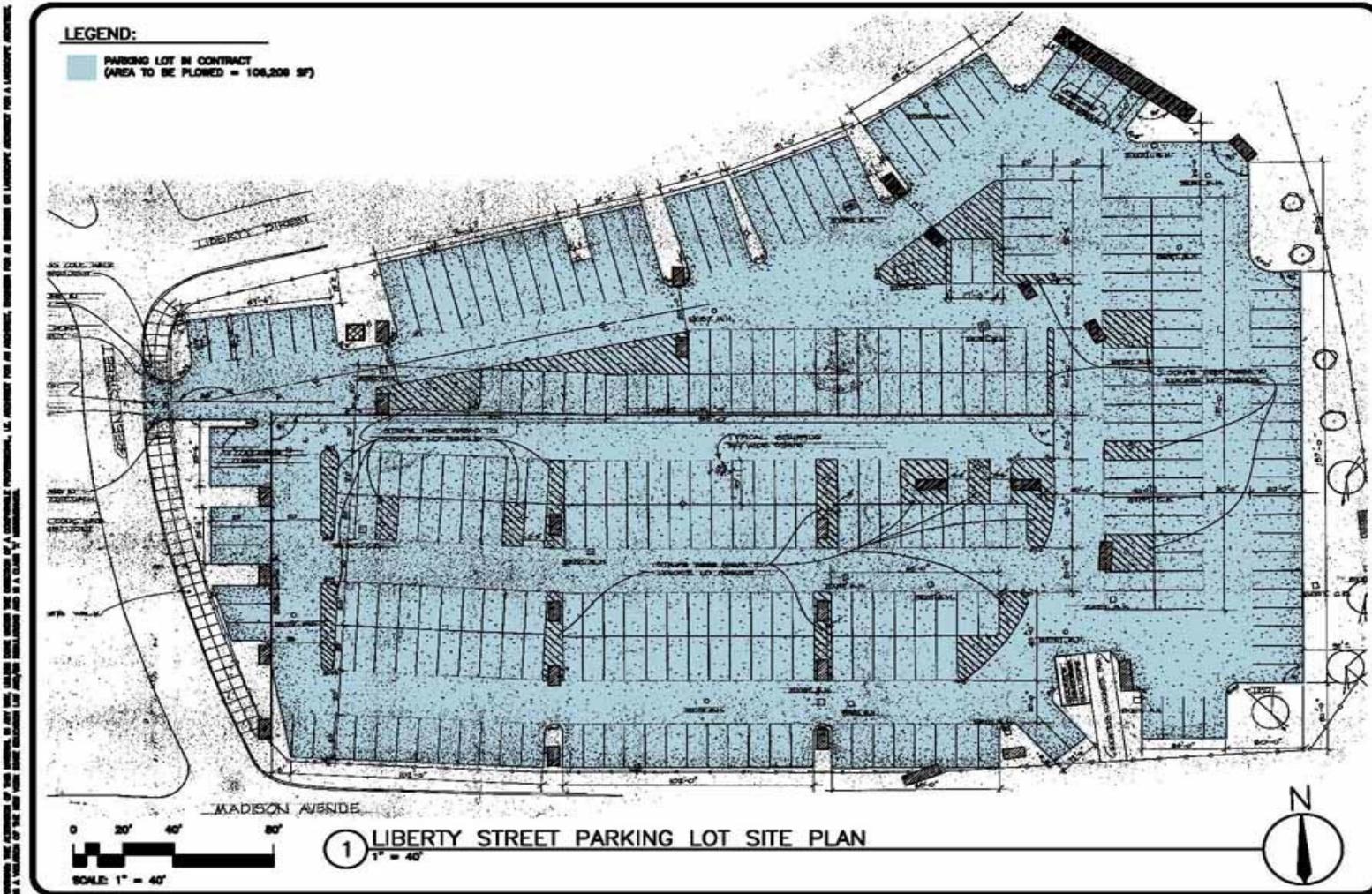
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF THE STATE OF NEW YORK. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF NEW YORK. THE STATE OF NEW YORK IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE USE OF THIS PLAN.

REVISIONS			
NO.	DATE	BY	APP.

OGS
 OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. JACKSON
 Governor
 JOHN C. DEAN
 Commissioner



CLASS: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
DRAWING: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: GREEN STREET PARKING LOT SITE PLAN	
DRAWN BY: ESI	CHECKED BY: FP
PLANNED DATE: 06/14/10	APPROVED: AS NOTED
DATE: 06/14/10	SCALE: AS NOTED
PROJECT NUMBER: A-144	
SHEET OF	



REVISIONS			
NO.	DATE	DESCRIPTION	BY

OGS
 NEW YORK OFFICE OF GENERAL SERVICES
 Serving New York
 DAVID A. PATRACK
 Director
 JOHN C. BOAN
 Commissioner



CLIENT:	OGS		
PROJECT TITLE:	SNOW PLOWING & SNOW REMOVAL		
LOCATION:	VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK		
DRAWN BY:	LIBERTY STREET PARKING LOT SITE PLAN		
DRAWN BY:	BH	CHECKED BY:	FP
FIELD CHECK:	APPROVED:	FP	FP
DATE:	06/14/18	SCALE:	AS NOTED
PROJECT NUMBER:			
DRAWING NUMBER:			
A-145			
SHEET OF			



LEGEND:

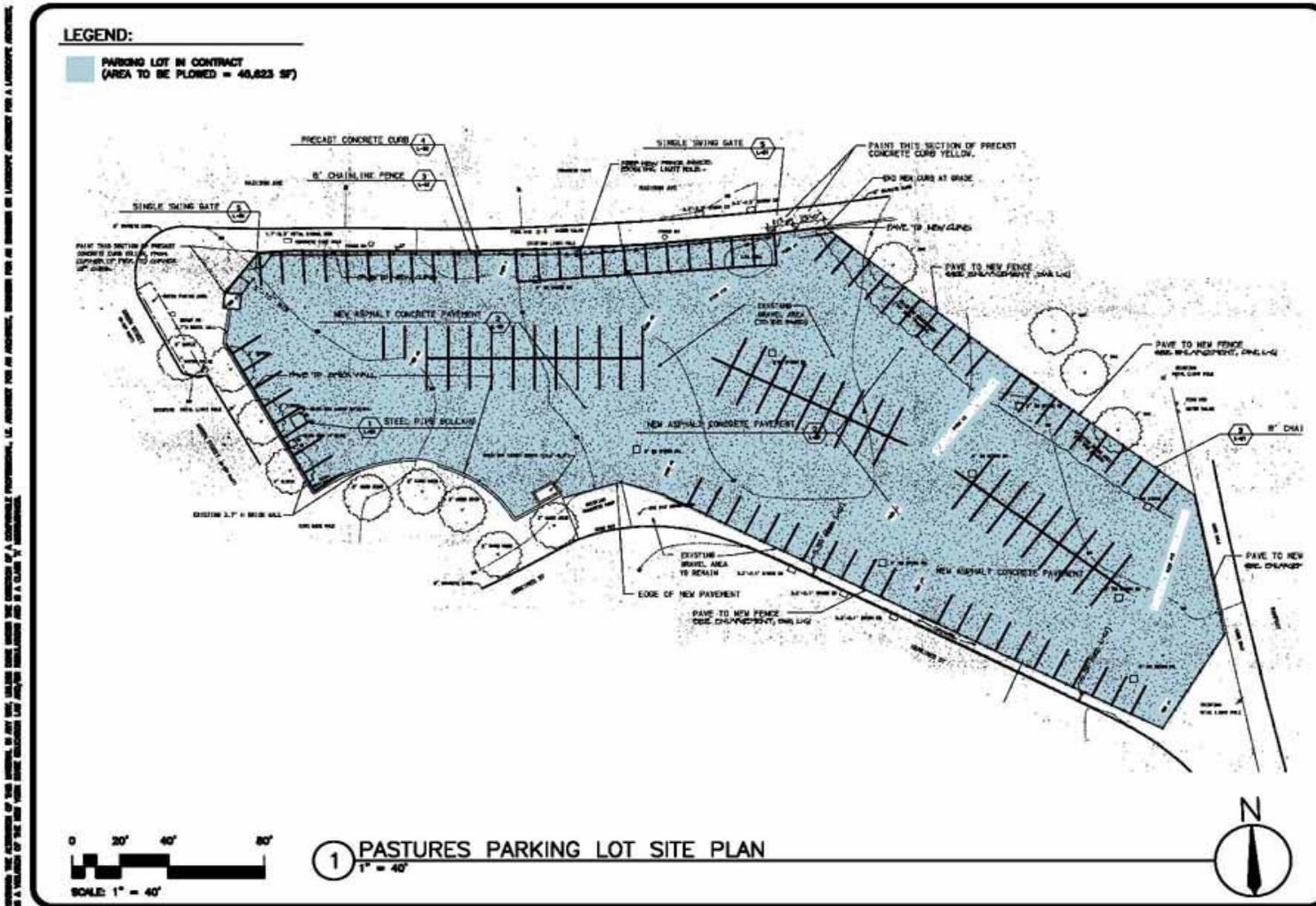
PARKING LOT IN CONTRACT
(AREA TO BE PLOWED = 92,018 SF)

REVISIONS			
NO.	DATE	BY	BY



CLIENT:		OGS	
PROJECT TITLE:			
SNOW PLOWING & SNOW REMOVAL			
LOCATION:			
VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK			
SHEET TITLE:			
MADISON AVE / SOUTH PEARL PARKING LOT SITE PLAN			
DESIGNED BY:	BH	CHECKED BY:	FP
FIELD CHECK:		APPROVED:	FP
DATE:	06/14/10	SCALE:	AS NOTED
PROJECT NUMBER:			
DRAWING NUMBER:			
SHEET		A-146	
OF			

1 MADISON AVE / SOUTH PEARL PARKING LOT SITE PLAN
1" = 80'



REVISIONS			
NO.	DATE	BY	DESCRIPTION



CLIENT: OGS	
PROJECT TITLE: SNOW PLOWING & SNOW REMOVAL	
LOCATION: VARIOUS OGS PAID PARKING FACILITIES ALBANY, NEW YORK	
SHEET TITLE: PASTURES PARKING LOT SITE PLAN	
DRAWN BY: BH	CHECKED BY: FP
FIELD CHECK:	APPROVED: FP
DATE: 09/14/16	SCALE: AS NOTED
PROJECT NUMBER:	
SHEET NUMBER: A-148 OF	

END SCOPE OF WORK SECTION

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

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

- a) Contract Appendix A (January 2014)
- b) Contract
- c) Contract Appendix B - OGS Request for Proposals Number -1902 (This Document) including any Addenda
- d) Contract Appendix C - Selected Contractor's Bid

6.2 Procurement Lobbying Requirement

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

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

6.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or

material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Financial Administration, Contract Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. 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 period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution

legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.

1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
 2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.
1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- f) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**
- Prior to any contract resulting from this RFP becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available

to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on *Employers/Businesses*, then *Business Permits/Licenses/Contracts*; from there, click on *Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts*.) Contractor shall notify the Office of General Services, Financial Administration Contracts Unit, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Financial Administration, 32nd Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

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 RFP, 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.

6.4 Tax and Finance Clause

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

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

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

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

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

6.5 M/WBE & EEO Requirements

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

POLICY STATEMENT

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offeror/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any 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, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not

apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Offeror further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of **15% for Minority-owned Business Enterprises (MBE)** participation and **15% for Women-owned Business Enterprises (WBE)** participation (collectively referred to as MWBE) for a total contract MWBE goal of 30%. A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Offeror/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, Offeror/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

- 1) Offerors are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority- or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to OGS.

- 2) OGS will review the submitted MWBE Utilization Plan and advise the Offeror of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
 - 3) If a notice of deficiency is issued, Offeror agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Offeror and direct the Offeror to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. OGS may disqualify a Offeror as being non-responsive under the following circumstances:
- a) If a Offeror fails to submit a MWBE Utilization Plan;
 - b) If a Offeror fails to submit a written remedy to a notice of deficiency;
 - c) If a Offeror fails to submit a request for waiver; or
 - d) If OGS determines that the Offeror has failed to document good faith efforts.

A Offeror who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of

Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

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

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.7 General Requirements

1. The Offeror agrees to adhere to all State and Federal laws and regulations in connection with the contract.
2. The Offeror agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
3. The Offeror agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
4. The Offeror agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
5. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of General Services will make no allowance or concession to the Offeror for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Offeror has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
10. INSPECTION – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of

the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

11. STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful Offeror is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services 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 bid, the contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
12. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
13. The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.8 Contract Terms

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

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

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

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

6.9 Subcontractors

The State will contract only with the successful Offeror who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full

responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Assistant to the Director of OGS Real Property Management Group or their designee, Governor Nelson A. Rockefeller Empire State Plaza, 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Assistant to the Director may require concerning the proposed subcontractor's ability and qualifications.

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

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

6.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.

4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any Offeror whose conduct and/or proposal fails to conform to the requirements of the RFP.
15. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

6.11 Extent of Services

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

6.12 Right to Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication

Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors. Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

6.13 Debriefings

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

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

6.14 Termination

A. Termination

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

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

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

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP 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.

B. 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 Offeror 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 Offeror in accordance with the written notification terms of this contract.

6.15 NYS Vendor Responsibility Questionnaire For-Profit Business Entity

(Hereinafter the "questionnaire")

OGS conducts a review of prospective contractors ("Offerors") to provide reasonable assurances that the Offeror is responsive and responsible. A Questionnaire is used for

non-construction contracts and is designed to provide information to assess a Offeror'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, Offeror agrees to fully and accurately complete the "Questionnaire." The Offeror acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will be relying upon the Offeror's responses to the Questionnaire when making its responsibility determination.

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

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

In order to assist the State in determining the responsibility of the Offeror, the Offeror should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Offeror's Questionnaire cannot be viewed by OGS until the Offeror has certified the Questionnaire. It is recommended that all Offerors 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 Offeror agrees that if it is awarded a Contract the following shall apply:

- a. 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.
- b. 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.
- c. 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.

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

6.16 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Offeror(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 Offeror 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 Offeror 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 Offerors recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_administration
Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

6.17 Ethics Compliance

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

6.18 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.19 Indemnification

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

6.20 Force Majeure

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

6.21 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 their economic activity and leadership in doing business in New York State, Offerors/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

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

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

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

6.22 Mercury Added Consumer Products

Offerors are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerors are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerors may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

6.23 Diesel Emissions

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State.

The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the Offeror hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived

by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the Offeror.

END CONTRACT CLAUSES AND REQUIREMENTS SECTION

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

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

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

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

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

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

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

RFP Appendix B - Required Forms

Administrative Proposal

REQUEST FOR PROPOSALS (RFP) 1902
Solicited by the
New York State Office of General Services

Snow Plowing and Snow Removal
At The
W. Averell Harriman State Office Buildings Campus
And the
Governor Nelson A. Rockefeller Empire State Plaza
Albany, NY

Required Forms - Administrative Proposal

Contents

CONTRACTOR INFORMATION3

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). 3

CONTRACTOR INFORMATION ACKNOWLEDGEMENT 6

OFFERER’S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO NEW YORK STATE FINANCE LAW §139-J (3) AND §139-J (6) (B)..... 7

OFFERER DISCLOSURE OF PRIOR 8

NON-RESPONSIBILITY DETERMINATIONS 8

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS.... 9

OFFERER’S CERTIFICATION OF COMPLIANCE 11

WITH STATE FINANCE LAW §139-K(5) 11

OFFERER CERTIFICATION:..... 11

PROCUREMENT LOBBYING TERMINATION..... 11

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE..... 12

NYS REQUIRED CERTIFICATIONS 19

DIESEL EMISSION REDUCTION ACT 20

IMPORTANT LINKS TO FORMS THAT MUST BE SUBMITTED WITH PROPOSAL 21

PRE-BID CONFERENCE AND SITE VISIT VERIFICATION FORM..... 22

Contractor Information

SOLICITATION NUMBER 1902

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 I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

(Telephone Number) Ext. _____

(Toll Free Phone) Ext. _____

(Fax Number)

(Toll Free Fax Number)

(E-mail)

Contractor Information Continued

Questions:

- | | | | |
|---|--------------------|-----|----|
| 1. New York State Small Business | <u>Circle One:</u> | Yes | No |
| 2. New York State Certified Minority Owned Business | <u>Circle One:</u> | Yes | No |
| 3. New York State Certified Woman Owned Business | <u>Circle One:</u> | Yes | No |
| 4. Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? | <u>Circle One:</u> | Yes | No |
| 5. Will New York State Businesses be used in the performance of this contract? | <u>Circle One:</u> | Yes | No |
| 6. If yes, identify New York State Business(es) that will be used; (Attach identifying information). | | | |
| 7. Does your proposal meet all the requirements of this solicitation? | <u>Circle One:</u> | Yes | No |

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. 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?
If yes, please answer the following question:

_____ YES _____ NO

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
If yes, please provide details regarding the finding of non-responsibility:

_____ YES _____ NO

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any 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?

If yes, please provide details:

_____YES _____NO

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

Contractor Information Acknowledgement

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
: ss.:
COUNTY OF _____ }

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

Town of _____, County of _____, State of _____, and further that:

[Check One]

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

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

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

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

Notary Public

Registration No. _____ **State of:** _____

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

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? (Please circle):

No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

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? (Please circle):

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? (Please circle):

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Continued on following page.....

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: _____ -

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

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

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

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name:

—

Contractor Address:

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.

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)
(Bidder - Please submit directly to Taxation & Finance)

Contractor Certification to Covered Agency (ST-220-CA)



Contractor Certification

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

ST-220-TD

(12/11)

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2880

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

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



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

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

Make only one entry in each section below.

Section 1 - Contractor registration status The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)



ST-220-CA

(6/06)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)
 of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
 (Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)
 and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions

General Information

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

If you have questions, please call our information center at 1 800 698-2931.

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
COUNTY OF }
SS.:

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

Town of _____,
County of _____,
State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?

Internet access: www.nystax.gov (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

NYS Required Certifications

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

DIESEL EMISSION REDUCTION ACT

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

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

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 Appendix B and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Bidder's Signature:	Printed or Typed Name:
Title:	Date:

Important Links to Forms That Must Be Submitted With Proposal

Link to EEO 100 Staffing Plan and MWBE 100: <http://www.ogs.ny.gov/MWBE/Forms.asp>

Link to the online Vendor Responsibility Questionnaire: http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

If your company is not currently registered with the New York State Vendor File administered by the Office of the State Comptroller (OSC), please visit: http://www.osc.state.ny.us/vendor_management/ for instructions on how to register.

OGS recommends completing the questionnaire online using the New York State VendRep System. In this case, your company must be assigned a Vendor ID to enroll in the VendRep System. To request assignment of a Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us

PRE-BID CONFERENCE AND SITE VISIT VERIFICATION FORM

To be submitted with Bid

I, _____, representing _____
(name) (company name)

by personal examination of the specification and review of the actual work to be performed at the

(facility name and address)

on _____, at, _____, met with the
(day and date) (time)

Facility Manager and designated representative to comply with the site visit verification requirement as stated in the contract specification.

_____, _____
(company representative signature) (date)

(EMAIL ADDRESS)

FOR THE OFFICE OF GENERAL SERVICES' USE ONLY

Verification of site visit confirmed by OGS representative.

Print Name: _____

Title: _____

Signature: _____

RFP Appendix C

Sample Contract

Solicitation No. 1902

SAMPLE

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
SNOW PLOWING AND SNOW REMOVAL
AT THE W. AVERELL HARRIMAN STATE OFFICE BUILDING CAMPUS,
GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA, AND
OTHER DOWNTOWN LOCATIONS
IN ALBANY, NY
WITH
(CONTRACTOR)
CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2015 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, 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 Snow Plowing and Snow Removal at the State Office Building located at W. Averell Harriman State Office Building Campus, The Governor Nelson A. Rockefeller Empire State Plaza (hereinafter the "State Office Building"), and Other Downtown Albany Locations and in fulfilling its responsibility deems it necessary to obtain building systems operation and maintenance service 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 building management services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

1. CONSIDERATION

OGS shall pay the Contractor for all Snow Plowing & Snow Removal 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 October 1, 2015 through September 30, 2020 and will be in effect for five (5) years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 1902, which is annexed as Contract Appendix "B" hereto, and the Contractor's proposal, annexed as Contract Appendix "C" hereto, except as such Contract Appendices B and C have been revised by the terms hereof. Contract Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth as length herein.

4. TERMINATION

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

A) Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

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

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.

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.

5. RECORDS

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

6. TAXES

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

7. INDEPENDENT CONTRACTOR

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

8. APPENDIX A

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

9. ASSIGNMENT

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

10. LAW

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

11. CONDITIONS PRECEDENT

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

12. ENTIRE AGREEMENT

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

13. EXECUTORY CLAUSE

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

14. INCONSISTENCIES

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

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1902 including Addenda
- (iv) Appendix C – Contractor's Proposal

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

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to

or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

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

17. NOTICES

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

18. CAPTIONS

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

19. SEVERABILITY

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

20. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein

with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

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

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

21. **MWBE/EEO**

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

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("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. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("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. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to clause VII of this section or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

- A. Contractor shall comply with the following provisions of Article 15-A:
 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.

2. The Contractor certifies by entering into this Contract 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.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor shall submit a staffing plan 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. Contractors shall complete the Staffing plan form and submit it as part of their contract.

C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract 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 Workforce Report must be submitted to report this information.

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

III. Contract Goals

- a) OGS hereby establishes an overall goal of ___% for MWBE participation, ___% for Minority-Owned Business Enterprises ("MBE") participation and ___% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.
- b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in clause III-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/frontend/diversityusers.asp>. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority and Women Owned Business Enterprises. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c) Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VI below) and ensure that the MWBEs utilized under the Contract perform commercially useful functions (see clause III.D below).
- d) **Commercially Useful Function Requirement**
Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:
 - (1) the amount of work subcontracted;
 - (2) industry practices;
 - (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
 - (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
 - (5) any other relevant factors.

IV. MWBE Utilization Plan

- A. Contractor certifies that it has submitted a completed MWBE Utilization Plan on Form MWBE 100 to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause III-A of this Section.
- B. Contractor further certifies that the MWBEs included in its Utilization Plan will perform commercially useful functions under the Contract. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Contractor further understands and agrees that MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of this Contract.
- C. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Request for Waiver

- A. If the Contractor, after making good faith efforts, as set forth in clause VI below, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the

documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly Workforce Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- C. **Prior to submission of a request for a partial or total waiver, Contractor shall speak to the [OGS Office for Minority and Women Owned Business Enterprises for guidance.](#)**

VI. Required Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of required good faith efforts shall include the following:

- (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- (2) A list of the certified MWBEs appearing in the Empire State Development 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.

VII. Monthly MWBE Contractor Compliance Report

- A. Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>.

This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

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

VIII. Breach of Contract and Liquidated Damages

- A. In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

22. 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

CONTRACT NO. C00XXXX

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

Agency Certification

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

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

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

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

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

[Check One]

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

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

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

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

Notary Public

Registration No. _____

State of: _____

Group 1 - W. Averrell Harriman State Office Building Campus

(Total 26 lots – Inner Loop 16, Outer Loop 10)

A. Base Bid Monthly In-Season Lump Sum (November 1st through March 31st)
Inner Loop - State Campus

Lot / Parking Facility and associated Sidewalks / Stairs Designation	a Monthly Lump Sum Base Bid (November 1st through March 31st)	b Annual Lump Sum Base Bid ("a" multiplied by 5 months)	c Estimated Number of Contract Service Years	d Contract Lump Sum Base Bid ("b" multiplied by "c")
A	\$0.00	\$0.00	1	\$0.00
B	\$0.00	\$0.00	1	\$0.00
C	\$0.00	\$0.00	1	\$0.00
D	\$0.00	\$0.00	1	\$0.00
E	\$0.00	\$0.00	1	\$0.00
F	\$0.00	\$0.00	1	\$0.00
G	\$0.00	\$0.00	1	\$0.00
H	\$0.00	\$0.00	1	\$0.00
K	\$0.00	\$0.00	5	\$0.00
L	\$0.00	\$0.00	5	\$0.00
M	\$0.00	\$0.00	5	\$0.00
N	\$0.00	\$0.00	5	\$0.00
O	\$0.00	\$0.00	1	\$0.00
P	\$0.00	\$0.00	1	\$0.00
W	\$0.00	\$0.00	1	\$0.00
Y	\$0.00	\$0.00	5	\$0.00

Outer Loop – State Campus (Lot Group 1)

Lot / Parking Facility and associated Sidewalks / Stairs Designation	a Monthly Lump Sum Base Bid (November 1st through March 31st)	b Annual Lump Sum Base Bid ("a" multiplied by 5 months)	c Estimated Number of Contract Service Years	d Contract Lump Sum Base Bid ("b" multiplied by "c")
T	\$0.00	\$0.00	1	\$0.00
U	\$0.00	\$0.00	1	\$0.00
V	\$0.00	\$0.00	1	\$0.00
S	\$0.00	\$0.00	5	\$0.00
X	\$0.00	\$0.00	5	\$0.00
Z	\$0.00	\$0.00	5	\$0.00
AA	\$0.00	\$0.00	5	\$0.00
R	\$0.00	\$0.00	5	\$0.00
FIC	\$0.00	\$0.00	5	\$0.00
FIC Visitor/ADA	\$0.00	\$0.00	5	\$0.00

A. Total In-Season Lump Sum Base Bid:(Sum of columns from above)	\$0.00	\$0.00		\$0.00
---	---------------	---------------	--	---------------

B. Base Bid per Event Off-Season Price (Before November 1st or after March 31st)
Inner Loop - State Campus

	a	b	c	d
--	---	---	---	---

Group 1 - W. Averrell Harriman State Office Building Campus				
Lot / Parking Facility and associated Sidewalks / Stairs Designation	Per Event Bid (Before November 1st or after March 31st)	Estimated Number of Events ("a" multiplied by 3 events)	Estimated Number of Contract Service Years	Event Base Bid ("b" multiplied by "c")
A	\$0.00	3	1	\$0.00
B	\$0.00	3	1	\$0.00
C	\$0.00	3	1	\$0.00
D	\$0.00	3	1	\$0.00
E	\$0.00	3	1	\$0.00
F	\$0.00	3	1	\$0.00
G	\$0.00	3	1	\$0.00
H	\$0.00	3	1	\$0.00
K	\$0.00	3	5	\$0.00
L	\$0.00	3	5	\$0.00
M	\$0.00	3	5	\$0.00
N	\$0.00	3	5	\$0.00
O	\$0.00	3	1	\$0.00
P	\$0.00	3	1	\$0.00
W	\$0.00	3	1	\$0.00
Y	\$0.00	3	5	\$0.00

Outer Loop – State Campus (Lot Group 1)

Lot / Parking Facility and associated Sidewalks / Stairs Designation	a Per Event Bid (Before November 1st or after March 31st)	b Estimated Number of events ("a" multiplied by 3 events)	c Estimated Number of Contract Service Years	d Event Base Bid ("b" multiplied by "c")
T	\$0.00	3	1	\$0.00
U	\$0.00	3	1	\$0.00
V	\$0.00	3	1	\$0.00
S	\$0.00	3	5	\$0.00
X	\$0.00	3	5	\$0.00
Z	\$0.00	3	5	\$0.00
AA	\$0.00	3	5	\$0.00
R	\$0.00	3	5	\$0.00
FIC	\$0.00	3	5	\$0.00
FIC Visitor/ADA	\$0.00	3	5	\$0.00

B. Total Event Off-Season Price: (Sum of columns from above)	\$0.00			\$0.00
---	--------	--	--	--------

Summary of all Group 1 Lots / Parking Facilities (A and B)

A. Total Monthly In-Season Lump Sum Bid: (Transfer sums from above)		\$0.00
B. Total Event Off-Season Price: (Transfer sums from above)		\$0.00
Total Base Bid for Group 1 = (Sum of A plus B from above)		\$0.00

Group 1 - W. Averrell Harriman State Office Building Campus

C. Additional Services -Group 1

(Work considered not included within the scope of Base Bid Services and needing prior OGS authorization in order to proceed)
 Estimated cubic yards and call back hours are inclusive of all lots listed in Group 1 Campus.

Unit Price for Snow Removal Full Service (Contractor Loading & Hauling Off-Site)				
		Unit Price By Cubic Yard	Annual Total Bid (4,000 Multiplied by Unit Price)	
Estimated Snow Removal per year in cubic yards	4,000	\$0.00	\$0.00	
Unit Price for Snow Removal (OGS Staff Load & Contractor Hauling Off-Site)				
Estimated Snow Removal per year in cubic yards	4,000	\$0.00	\$0.00	
Unit Price for Call Back Service: Deicing & Plowing				
		Unit Price per hour	Annual Total Bid (600 Multiplied by Unit Price)	
Estimated Call Back Hours Per Year	600	\$0.00	\$0.00	Additional Services year amount 5
C. Annual Additional Services Total Bid			\$0.00	\$0.00

D. Bid Summary -Group 1 (Transfer Bid Amount from above for A plus B plus C)	
Base Bid Total (A plus B):	\$0.00
Additional Services Total (C):	\$0.00
Grand Total Bid for Group 1:	\$0.00

Attachment 2 – Proposer Reference Form

Proposers must provide Three (3) References to support the company's experience.

Please submit one form per reference.

<u>YOUR COMPANY'S INFORMATION</u>	
Company Name:	_____
Signature:	_____
Company Address	_____ _____
Year Business Began	____ / ____ / ____
No. of Years in Business	_____

<u>REFERENCE CUSTOMER'S INFORMATION</u>	
Customer Name	_____
Customer Signature	_____
Customer Address	_____ _____
Contact Person	_____
Telephone Number	_____
E-Mail Address (if applicable)	_____
Date Range of Service	____ / ____ / ____ To ____ / ____ / ____
Dollar Value of Contract	_____
Description of services provided, including monthly billable hours:	

