



Office of General Services

REQUEST FOR QUOTATIONS (RFQ) # 1912

Solicited By

New York State Office of General Services

For

Dispensing of Beer and Wine

for Events to be

held at the Empire State Plaza in Albany, NY

Issue Date: February 9, 2015

Quotes Due Date: February 19, 2015

Designated Contacts:

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Michael Snyder
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Alternate Designated Contact:

Beth Maus
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Diane Robinson
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1. Overview

The New York State Office of General Services (OGS), Convention and Cultural Events Office (CCE), is currently accepting proposals from interested parties to assist with the dispensing of beer and wine at the Empire State Plaza (ESP) during the 2015-2016 Events. Commercial firms and Not-for-Profit Charitable Organizations are encouraged to submit their proposals to participate in this solicitation. OGS envisions contracting with a single entity for all events taking place from March 1, 2015, through March 31, 2016.

2. Designated Contact

In compliance with the Procurement Lobbying Law, **Eric Schantz**, Contract Management Specialist, NYS Office of General Services, Division of Financial Administration, and **Michael J. Snyder**, Director of Marketing, Empire State Plaza Convention Center and Special Events, have been designated as the PRIMARY contacts for this solicitation and may be reached by email, or voice for all inquiries regarding this solicitation.

Eric Schantz,
Contract Management Specialist 1
NYS OGS Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
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Director of Marketing
Empire State Plaza Convention Center & Special Events
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Albany, NY 12242
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In the event the designated contacts are not available, the alternate designated contacts are:

Beth Maus, Contract Management Specialist I
Phone: 1-518-474-5981
Email: beth.maus@ogs.ny.gov

Diane Robinson, Contract Management Specialist II
Phone: 1-518-474-5981
Email: diane.robinson@ogs.ny.gov

William Macey, Contract Management Specialist III
Phone: 1-518-474-5981
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3. Key Events Dates

The Table below outlines the schedule for important action dates.

Event	Date	Time
OGS Issues Request For Quotations (RFQ)	02/9/2015	
Proposal Due Date	02/19/2015	2:00 p.m. EST
Contract Start Date (Estimated)	03/01/2015	

4. Quotation Preparation

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

5. Quotation Submission

Please submit the three (3) copies of the following documents:

- Information demonstrating compliance with each item in Section 6 - Qualifications of Prospective Bidders
- Information explaining how each item in Section 8 – Scope/Service Requirements will be addressed if awarded the contract
- A completed Quote Proposal Form (Attachment 1)
- All completed forms found in Appendix B – Required Forms

Note: The awarded Contractor must be prepared to provide insurance documentation as described in Section 7 – Contractor Insurance Requirements prior to beginning any work.

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

Bidder’s complete name and address

Solicitation Number: RFQ 1912

Quote Due Date and Time: Same as in Section 1.3 - Key Events

Quote for: Dispensing Of Beer And Wine for Events to be held at the Empire State Plaza in Albany, NY

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

6. Qualifications of Prospective Bidders

Interested parties should demonstrate:

- That they are qualified and can provide the necessary individuals who are certified in Training for Intervention Procedures (TIPS) to perform the task(s) included in this solicitation, on the dates and times needed. When possible include list of such individuals.
- That all individuals working or volunteering for the interested party should be willing to undergo background checks, and each person must sign an agreement acknowledging set rules and regulations of acceptable behavior.
- That the interested parties have prior experience with the provision of qualified person(s) for such functions at similar events. Please list prior events and contact info of event organizer.
- That they can provide the necessary insurance as listed below.

7. Contractor Insurance Requirement

Prior to the commencement of the work to be performed by the awarded Contractor hereunder, the awarded 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 Contractor Insurance Requirements.

The following insurance with limits not less than those described below and as required by the terms of this agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies)

- Commercial General Liability Insurance (CGL) with a limit of **not less than \$2,000,000 each occurrence**. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute for providing equivalent coverage 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. **The CGL policy must name the People of the State of New York, its officers, agents and employees as additional insureds.**
- **Workers' Compensation / Disability Insurance:** Prior to Contractor or its subcontractors, agents officers or employees coming on site at the Empire State Plaza each year, Contractor must submit proof that it has 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, Convention and Cultural Events Office, at least thirty (30) days prior to material change or cancellation of such coverage.

- Liquor Liability. Contractor shall maintain in full force and effect throughout the term of the agreement, Liquor Liability Insurance with limits of **not less than \$1,000,000, naming the People of the State of New York, its officers, agents and employees as additional insureds.**

All forms must name the Office of General Services – OGS Convention and Cultural Events Office, Rm. 130, Concourse Level, Empire State Plaza, Albany, NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

8. Scope/Service Requirements

Schedule of Events

There will be a least twelve (12) events at the Empire State Plaza with times and dates listed in the table below, **which may be subject to change.** Additional events not listed on the schedule may be added at a later date by OGS Convention Center and Cultural Events Office.

Dates: March 1, 2015 – March 31, 2016	Description	Hours	Set up \ Staff Needed
Wednesday March 11, 2015	St. Patrick's Celebration - Concourse	10:00 am - 2:00 pm	1 station – 2 – 3 staff
Wednesday, June 3rd, 2015	Concert # 1 – Regular Stage	5:00 pm - 9:00 pm	2 stations - 14 staff
Wednesday, June 10, 2015	Concert # 2 – Regular Stage	5:00 pm - 9:00 pm	2 stations - 14 staff
Wednesday, June 17, 2015	Concert # 3 – Regular Stage	5:00 pm - 9:00 pm	2 stations - 14 staff
Wednesday, June 24, 2015	Concert # 4 – Regular Stage	5:00 pm - 9:00 pm	2 stations - 14 staff
Saturday, July 4, 2015	New York State's July 4 th Celebration	3:00 pm – 10:00 pm	3 stations – 21 staff
Wednesday, July 15, 2015	TBD	5:00 p.m. – 8:00 p.m.	1 station – 3- 4 staff
Wednesday, July 22, 2015	TBD	5:00 pm – 8:00 pm	1 station – 3- 4 staff
Wednesday, July 29, 2015	TBD	5:00 pm – 8:00 pm	1 station – 3- 4 staff
Wednesday, August 12, 2015	New York State Food Festival	11:00 am – 9:00 pm	2 stations - 14 staff
Wednesday, September 9, 2015	Oktoberfest - Concourse	10:00 am – 2:00 pm	1 station – 2 – 3 staff
Friday, September 12, 2015	Hispanic Heritage Celebration	5:00 pm – 10:00 pm	1 station – 4 - 6 staff

Service Requirements

To be provided by the Contractor:

Each event must have a minimum of (2) beer pouring areas (unless otherwise noted). If the potential exists for a third beer pouring station during high volume concerts, such as the July 4th Celebration, that will be determined as acts are booked.

Each beer pouring station must be staffed with an average of (7) individuals consisting of (1) leader with up to (3) ticket takers and (3) pourers per station. The leader will be at the beer pouring station for entire duration the station is open and will assist with pouring and ticket taking as needed.

Each beer pouring station must be staffed one-half hour prior to the event start time and one-half hour after the end of the event for set-up and clean-up of the area.

- All individuals must complete, sign and submit a Staffing Guideline form before working an event at the ESP.
- All individuals must maintain a professional and courteous attitude to the public.
- All individuals are obligated to abide by the same professional standards as staff members. Use of illegal drugs or alcohol, misconduct, policy or ethical violations will not be tolerated, and are grounds for dismissal from this program.
- All individuals must be punctual and reliable.
- TIPS training is mandatory and must be completed before providing any beer or wine pouring, handling of cash or wristbands associated with this program.
- Any issue with patrons should be addressed with the appropriate OGS liaison or security personnel.

Staffing Requirements

- Each event must have a lead person; whose primary responsibilities will be to ensure a smooth running operation, including but not limited to, assigning breaks, managing lines and acting as a liaison with staff.
- Each individual must be TIPS trained and information, such as their TIPS certification date, must be on file with OGS prior to working.
- Contractor will provide the number of staff and leaders for the time periods specified in Schedule of Events and Service Requirements listed above.

- No less than five (5) business days prior to each event, Contractor shall provide OGS with a list of all staff and leaders that will be working on that event, such list must contain the full names and dates of birth of each such staff.
- OGS reserves the right to reject and/or bar from performing under this Agreement, any staff or leader proposed by Contractor hereunder.
- All leaders and staff provided by Contractor hereunder must wear the shirts provided by OGS at all times while they are working an event at the ESP.
- All leaders and staff provided by Contractor hereunder shall be instructed not to serve any underage persons, nor to serve any obviously intoxicated persons.
- All leaders and staff provided by Contractor hereunder must follow all other rules that may be established by OGS for the performance of services hereunder. Including, but not limited to, any and all security and safety regulations.
- Prior to working on any event, all leaders and staff, including volunteers, provided by Contractor hereunder must complete and execute a Staffing Guidelines Form, found in Attachment 2 hereto, which attachment is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein, to acknowledge their understanding and intent to comply with the guidelines set forth therein. Contractor shall provide OGS with a copy of each completed form prior to a volunteer or leader working on an event.
- Contractor, acknowledges that it will not solicit for any donations at the beer and wine sales locations or pouring stations.

9. Method of Award

The entity that submits the best value, responsive and responsible proposal will be awarded the contract. Best value will be based on all factors encompassing quality, cost, and efficiency, including: how well the vendor understands the requirements of this project, the experience and skills of the Contractor and the staff to be assigned to work on this project, and the overall proposed cost of services.

Upon selection of the best value proposal, a contract will be forwarded to the selected Contractor for execution, and returned to OGS for further processing. Upon final approval, a fully executed contract will be delivered to the Contractor.

The resultant contract will be established within the discretionary authority of OGS and shall not exceed \$24,999.00. Services performed beyond this amount will not be compensated.

10. Price

Price for services provided, shall be represented as a percentage of the total sales receipts for beer and wine sold, after the deduction of the State's expenses for the cost of the product (beer and wine) sold, security and SLA permits, up to the maximum contract value; and shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

As additional compensation, Contractor will be afforded a complimentary booth space in a location designated by OGS for each of the events covered by this Contract.

Bidders must submit bid percentage using the Quote Proposal Form (Attachment 1) contained in this document. Percentage bid shall be firm for the entire contract term.

11. Term of Contract

This contract will commence on **March 1, 2015** and will be in effect until **March 31, 2016** unless otherwise determined by OGS.

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 RFQ 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.

12. Method of Payment

For the purposes of this contract two (2) invoices may be used. Each invoice will contain the Contract ID number (i.e.: OGS01-T000XXX-1140000) and, either in its body or as an attachment, will itemize services satisfactorily provided during each invoice term. The first invoice term will cover the period from March 1, 2015 until September 31, 2015. If required, the second invoice will cover the period from October 1, 2015 until March 31, 2016. Each invoice shall be submitted at the end of each invoice term. Any invoice without the above stated information will be returned to Contractor to be completed as required above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.

The invoice must be submitted to the OGS Business Service Center, Accounts Payable Unit, and will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC). Payment will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoice must be submitted for payment to either address:

ACCOUNTS PAYABLE UNIT
BUSINESS SERVICE CENTER
OFFICE OF GENERAL SERVICES
EMPIRE STATE PLAZA STATION
P. O. BOX 2117
ALBANY, NEW YORK 12220-0117

-or-

accountspayable@ogs.ny.gov

ATTACHMENT 1- QUOTE PROPOSAL FORM

PROPOSAL NO. 1912

DISPENSING OF BEER & WINE

FOR EVENTS TO BE

HELD AT THE EMPIRE STATE PLAZA IN ALBANY, NY

PROPOSER NAME: _____

TOTAL PERCENTAGE BID = _____

Authorized Signature: _____

Printed or Typed Name and Title of Authorized Signatory

Date

ATTACHMENT 2
STAFFING GUIDELINES FORM

Staff/volunteer Guidelines

1. All staff/volunteers must complete, sign and submit this form before working/volunteering for any contracted entity at the ESP.
2. All staff/volunteers must maintain a professional and courteous attitude to the public while representing the contracted entity.
3. While at the ESP staff/volunteers must wear the assigned shirts given to all staff/volunteers.
4. All staff/volunteers are obliged to abide by the same professional standards as OGS staff members. Use of illegal drugs or alcohol, misconduct, policy or ethical violations will not be tolerated, and are grounds for dismissal from the program.
5. Please be punctual and reliable. If you are unable to fulfill your scheduled commitment, inform a member of the contracted entity in a timely manner so a replacement can be found.
6. TIPS Training is mandatory and must be completed before handling any pouring, cash or wristbands associated with working/volunteering with the contracted entity at the ESP. By signature below I acknowledge this requirement and certify that I have successfully completed this training.
7. Obey all security and safety rules from the contracted entity, the NY State Police & OGS. Please handle cash, wristbands and other items responsibly.
8. Any issue with patrons should be addressed with the appropriate OGS liaison or security personnel.
9. You represent the contracted entity and as such, should you be asked by the press for an interview or comment, please first check in with your entity.

I have carefully read, fully understand and voluntarily sign the above Staffing Guidelines.

Signature: _____

Name (Please Print): _____

Telephone: _____

Alternate Number: _____

Email Address: _____

Date: _____

Date of TIPS Certification _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (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/Offerers 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.

APPENDIX B
REQUIRED FORMS

- Contractor Information
- Individual, Corporation, Partnership or LLC Acknowledgement (must be notarized)
- MacBride Fair Employment Principles & Non-Collusive Bidding Certification
- Offerer's Affirmation of Understanding of and Agreement Pursuant NYS Finance Law §139-J (3) and §139-J (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-K (5)

CONTRACTOR INFORMATION

RFQ #1912

(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)

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein. Circle One: Yes No

New York State Certified Minority Owned Business Circle One: Yes No

New York State Certified Women Owned Business Circle One: Yes No

Do you understand and is your firm capable of meeting

the insurance requirements to enter into a contract with
New York State?

Circle One: Yes No

Will New York State Businesses be used in the performance
of this contract?

Circle One: Yes No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

Does your proposal meet all the requirements of this solicitation?

Circle One: Yes No

BIDDER IS REQUIRED TO SIGN BOTH SECTIONS ON THIS PAGE

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 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,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have 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 their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his 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; and 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.

(Contractor's Signature)

(Name of Business)

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: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

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

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

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

Procurement Lobbying Termination

<p>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.</p>
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