DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #3

Request for Proposal # 1915

Date: March 2, 2016

Subject: Second Round - Questions and Answers
Key Events – Updated
5 Year Plan - Updated

Title: Integrated Facility Management at the Shirley Chisholm

Bid Due Date: Tuesday, March ~~15~~ 23, 2016 @ 2 PM

Address Bids to: Wendy L. Fioravanti
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP # 1915

Second round Questions and Answers;

Questions		Answers
1	Please provide plans of the building.(requested clarification from vendor) reply - "In regards to our first questions requesting copies of building plans, we would like to request floor plans of the building so that we can see office, common and mechanical area layouts as well as locations for all of the windows in the building."	The plans will be provided to the selected contractor.
2	What is the total amount of windows that need to be cleaned?	See Exhibit B-4, Window Cleaning
3	Are keys for the windows available on site?	There is an allen type key which opens the windows and is kept with Security.
4	Have you ever performed the interior cleaning of the atrium glass before?	No
5	Is there a limit of window cleaning technicians allowed on premises per day?	No, but the number of window technicians allowed per day will be subject to OGS approval.
6	It is our understanding that the Day Care is a stand-alone operation. Please define the responsibilities that the Contractor will have for the Day Care area.	The IFM Contractor will be responsible to provide full service, professional building and grounds operation, maintenance and management services. As per section 1.1 Overview of the RFP 1915.
7	It is our understanding that NY OGS has their own Facility Manager at the Shirley Chisholm building as well as two full time OGS Maintenance Technicians. What are the responsibilities and work schedule for each of the NY OGS Maintenance Technicians?	Proposers should prepare their plan as if no existing OGS staff will remain. The contractor will report to an off-site OGS Regional Manager.
8	Who takes care of the preventive maintenance for the HVAC equipment?	IFM contractor, see Exhibit B-1, Section 3.01
8.A	Is this function under the contract with the current contractor or through the subcontractor agreement?	See above, and 1.1 Overview, RFP 1915
9	What are the major changes in scope that necessitated a rebid of this project?	This RFP is not a re-bid. The Shirley A. Chisholm State Office Building has never had an Integrated Facility Management service contract.

10	Please provide a Scope of Work for HVAC systems.		See Exhibit B-1
11	Please provide an inventory of HVAC equipment.		See Exhibit B-6
12	How many sprinkler/fire department connections are there?		See Exhibit B-6
13	Is there a fire pump?		See Exhibit B-6
14	Is there a pressure tank?		No
15	Is there a wet pipe alarm valve?		No
16	How many sprinkler control valves are there?		One per floor
17	How many Tamper switches are there?		25
18	Section 3.4, Item #1 – Administrative Services – RFP states that administrative services for on-site staff such as furniture, computers, copying and fax machines, office software, telephone, and office supplies is at the cost of the Contractor. Please verify if these costs are the sole expense of the Contractor during year 1 or for the duration of the 5-year contract term.		Administrative services for on-site staff such as furniture, computers, copying and fax machines, office software, telephone, and office supplies is at the cost of the Contractor for the full term of the contract.
19	Section 3.4, Item #3 – General Repairs, Supplies, and Services of the RFP states that Contractor will be obligated to provide all services within a budget that is provided by OGS regarding General Repair, Supplies and Services. Please verify if the selected Contractor will have the opportunity to participate in the development of said budget and have visibility into the budget it will be asked to perform within.		Contractor is responsible for the development of the Budget and such budgets will require OGS approvals. See Section 5.7. However, the contractor is expected to perform within the budget amount stated in the RFP, subject to price adjustments per section 3.5. Only under extraordinary circumstances and subject to OSC approval, can these amounts be increased.
20	Section 3.7 – Bonding Requirements – Contractor must provide evidence of surety bond or irrevocable letter of credit to OGS in faithful performance of this contract guaranteeing payment to NYS and must remain in effect for duration of contract. Please clarify what the intent of the surety bond is and what exactly the surety bond or letter of credit are specifically supporting as it relates to this requirement.		As stated, the bond or letter of credit is intended to ensure full performance of the contract. Without in any manner limiting this scope, the fact that the contract is funded in advance was clearly the most salient reason for requiring the bond/letter of credit. The bond/letter of credit would ensure that the State is made whole in the event of default.

21	Section 5.6.4 – Computerized Maintenance Management System (CMMS) Please verify the definition of Company in this case. We request clarification as to whose expense is the implementation and maintenance of a new CMMS.		The contractor should expect to use their own CMMS with view access provided to OGS.
22	Section 5.7.3 – Operating Expense Account Please verify that the semi-annual funding of the operating account will be sufficient funding for contractor to purchase all relevant supplies and perform the said services under this contract. Further, will the funding of this account occur in arrears or in advance so as to ensure there is sufficient working capital for up to 6-months at a time.		The item 3 amount as established, is based on historical spend at the building and includes a contingency amount. See response to #'s 19 and 20 above.
23	Staffing - In fairness to all bidders, separate from the incumbent, can we see a copy of the current facilities management staffing plan in place that details all current on-site staff.		No. See answer #7 and #9 above.

Updated Key Events (Section 1.5 of RFP 1915)

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

EVENT	DATE
Solicitation #1915 Released	December 29, 2015
Mandatory Pre-Proposal Conference/Site Visit	January 27, 2016 @ 11:00 AM
Proposer Questions Due	February 3, 2016
Responses to Questions (estimated)	February 16, 2016
Proposals due to OGS	~~March 15, 2016~~ **March 23, 2016 @ 2:00 PM EST**
Proposers Presentations (estimated)	~~Week of March 28, 2016~~ **Week of April 4, 2016**

Five Year Plan - Shirley Chisholm State Office Building

(Updated to replace Five year Plan – Shirley Chisholm of Addendum 1 – RFP 1915)

Exterior Walls
Exterior Doors
Roof Coverings
Wall Finishes
Floor Finishes
Elevators and Lifts
Plumbing Fixtures
Domestic Water Distribution
Controls and Instrumentation
Lighting and Branch Wiring
Electrical Distribution
Emergency Systems
Pedestrian Paving

Let it be understood that the above list of projects may or may not be completed in the next 5 years. Offerers should base their bids on the condition of the Shirley A. Chisholm State Office Building as it stood on January 27, 2016, the date of the initial site visit (See Section 1.4 of RFP 1915)

See Sections 3.4 Price, 5.6.9 Repairs and Improvements, and 5.7 Budgetary Responsibilities

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Reminder: Bids are now due no later than March 23, 2016 @ 2:00 PM

All other terms and conditions remain unchanged.

*****If submitting a proposal, this Addendum #2 for RFP# 1915 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____

DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #2

Request for Proposal # 1915

Date:	February 18, 2016
Subject:	Second Site Visit Invitation - **clarification** Designated Contact - **update**
Title:	Integrated Facility Management at the Shirley Chisholm
Bid Due Date:	Tuesday, March 15, 2016 @ 2 PM
Address Bids to:	Wendy L. Fioravanti Division of Financial Administration NYS Office of General Services **32nd** Floor, Corning Tower Empire State Plaza Albany, New York 12242 **RFP # 1915**

❖ Second Site Visit Opportunity - **Please notice highlighted area below**

In response to several vendors requesting a second site visit at the Shirley A. Chisholm State Office Building, we are offering a second site visit. Vendors who participated in the January 29th mandatory site visit are qualified to attend the second site visit on February 22, 2016 at 11:00 AM with your potential subcontractors as guests. We encourage qualified Vendors to bring your prospective subcontractors as guests so they too, may benefit from seeing the facility first hand and provide your company with a viable quote.

Subcontractors who wish to participate in this procurement– We encourage you to reach out to Vendors who attended the January 29, 2016 site visit (above), and attend as a guest of one of the qualifying Vendors.

Alternate dates for additional site inspections **will not** be available.

The session will begin with a brief conference at the designated location and will proceed with the tour of the building. The tour will conclude with a wrap up / question & answer period. **Verbal answers are not official answers.** Note that this process is expected to take several hours and attendees should prepare accordingly.

IMPORTANT: Proposers are strongly encouraged to pre-register *at least* 48 hours in advance via e-mail with the OGS Designated Contact, Wendy Fioravanti, at the e-mail address in Section 1.2. Because of the required pre-screening stated below, failure to register timely may result in not being allowed access to the event and therefore being unable to submit a responsive proposal. The e-mail must include*:

- Legal name of qualified Vendor subcontractor guest
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the RFP.
    - Subcontractor guest company name
    - Name and title for each person attending

Upon registration, the proposer will be given the meeting location details. It is recommended that attendees arrive at the at least thirty minutes prior to scheduled time with photo identification.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal 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-proposal conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

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

❖ Designated Contacts Update

RFP section, 1.3 Designated Contact

In compliance with the Procurement Lobbying Law, Wendy L. Fioravanti, New York State Office of General Services, has been designated the ONLY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Wendy L. Fioravanti
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: Wendy.Fioravanti@ogs.ny.gov

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

Erin L. Datri
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: erin.datri@ogs.ny.gov

William Macey

New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: bill.macey@ogs.ny.gov

This information has been updated on https://online.ogs.ny.gov/rpl/Finance.asp

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Reminder: Bids are still due no later than March 15, 2016 @ 2:00 PM

All other terms and conditions remain unchanged.

*****If submitting a proposal, this Addendum #2 for RFP# 1915 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____

DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

Request for Proposal # 1915

Date:	February 16, 2016
Subject:	Answers to Vendor Questions Second Site Visit Invitation Additional Question and Answer Period
Title:	Integrated Facility Management at the Shirley Chisholm
Bid Due Date:	Tuesday, March 15, 2016 @ 2 PM
Address Bids to:	Wendy Fioravanti Division of Financial Administration NYS Office of General Services **32nd** Floor, Corning Tower Empire State Plaza Albany, New York 12242 **RFP # 1915**

❖ Vendors who attended the Mandatory Site Visit on January 27th at 11:00 AM

- Avison Young – New York, LLC
- CORE Facility Services LLC
- Fedcap Rehabilitation Services
- Jones Lang LaSalle
- George S. Hall, Inc.
- Guardian Service Industries
- Owens Realty Services
- Pritchard Industries
- USA Exterminators Inc.

❖ Answers to Questions submitted by Vendors who attended the mandatory Site Visit on January 2th.

	Questions	Answers
1	We would like to schedule a visit to review the dimensions of the freight car as well as the various dimensions of the access path from the freight to the atrium for the purpose of ensuring the necessary vertical lift equipment will be able to fit & navigate to and from these locations.	See Addendum for second site visit opportunity
2	May we please have another site visit scheduled whereas we can look in elevator machine room and the passage way to bring window washing equipment/ rigging in (measure for dimensions)?	See answer to question 1.
3	Please provide a copy of the Pre-Bid sign in sheet.	The names of vendors in attendance at the Mandatory Site visit held on January 27, 2016 are listed in this addendum.
4	The RFP states that contract increases will be based on CPI, but will there be the ability to adjust based on increases in the Prevailing Wages during the contract terms?	No
5	Are there any current staff members of a collective bargaining agreement?	Unknown, there are no CBU requirements by the State.
6	Are there any current employees that you would like the awarded vendor to consider for employment? If so, please provide their names and contact information.	Staffing recommendations shall be the responsibility of the Offeror.
7	What is the timeline for occupancy of the four (4) vacant floors in the building?	The Contractor must be prepared to maintain a fully occupied building, even though the State does not have any immediate occupation plans for the 4 vacant floors.
8	Please provide a list of capital projects planned and which of those capital projects have already been approved?	Please see table Five year Plan - Shirley Chisholm
9	What are the required hours for on-site engineering?	See Section 5.3.3 Staffing
10	Please provide operating budgets for the past two fiscal years.	This information is not available at this time.
11	Please provide a list of current vendors for:	
	Building Controls	Honeywell

	Generator	ISS
	HVAC	Guardian
	Elevator Maintenance and Repair	Slade
	Integrated Pest Management	Predator Pest Control
	Window Cleaning	No Current Contractor
	Life Safety	Siemens
	Electrical Switchgear	Longo
12	Please confirm the gross square footage of the building is 337,311 sq. ft. and the net is 287,891 sq. ft.	Gross square footage of the building is 337,311 sq. ft. and 287,891 is rentable sq. ft.
13	What Computerized Maintenance Management System is currently being utilized? Is the CMMS a State or Contractor owned item?	Please see Section 5.6.4. of the RFP
14	Will the existing database of building history stay with the building and be available to the new contractor?	Yes.
15	Please provide a list of current open work orders.	Please see Current Open Work Orders attached
16	Will the State provide an office and office equipment in the building to the awarded vendor?	See section 3.4 price, Item 1. Office space, not office equipment.
17	Do we need to have the on-site team fully hired by the bid due date?	No. See Sections 2.2.17 and 5.3.3
18	Please provide an explanation of why the current vendor will not perform for the full term of the contract.	This solicitation is for a different scope of work.
19	Is a financial report required as a part of the bid submission?	No.
20	Please confirm the MWBE requirement for the primary service provider.	See Section 6.5 of the RFP
21	Is it the New York State Office of General Services' expectation that the primary service provider be a MWBE or can the service provider retain subcontractors to meet the MWBE expectations?	No, prime contractor is not required to be an MWBE. Yes, MWBE goals can be met by using subcontractors.
22	RFP 2.2.1.7 – Staffing/Staffing Plan - Can the Property Manager and the Chief Engineer be dual hatted?	Yes, if the individual is dual qualified.

23	Unscheduled Work Orders/Service Calls - Can the government provide the number of unscheduled work orders/service calls for the past two years?	1,706
24	Unscheduled Work Orders/Service Calls- Can the government provide the number of unscheduled work orders/service calls for the past two years broken out by type: HVAC, Electrical, Carpentry, Locksmith, Plumbing?	See SCSOB Reactive Work Orders - for period of 02/12/2014 - 02/12/2016 attached.
25	Unscheduled Work Orders/Service Calls - Can the government provide the number of unscheduled work order/service calls for the past two years broken out by Attachment 1; Item 2 – Itemized Building Services and Item 3 – General Repairs?	See answer to Question 24
26	RFP 4.1 Proposal Evaluation e. Contract Fee - If the lowest price receives 30% or the maximum score. How will the scoring for the second and third place prices be reduced?	Each subsequent proposal will receive a proportionate number of points using the following formula: low bid / bid being evaluated multiplied by category weight.
27	Scope of Work 5.4.1 – Item 3, General Repairs, Supplies and Services - Does the government estimate contained in Item 3 include general repairs (labor, materials, subcontractor cost) for any of the systems listed; Building System Controls, Emergency Generator, Life Safety System, HVAC, Elevator Maintenance & Repair, Electrical Switchgear, or Pest Control?	Any costs not covered in Item 1 or 2, as defined in Exhibit B, is covered in Item 3 as an Additional Service.
28	Scope 5.4.2 – Facility Condition Assessment - Should this cost be included in Item 1 of the Cost Proposal?	This cost may be included in Items 1 or 3.
29	Exhibit B.6 – Building Asset and Equipment Inventory, Life Safety - The building asset and equipment inventory does not include any of the fire alarm side. In order to put together a proposal can the City provide additional information on the manufacturer and number of; fire alarm control panels, annunciator panels, addressable devices, notification appliances (speakers, strobes, etc.), pull stations?	Manufacturer: Siemens MXL system Fire Alarm Control Panels: 4 Annunciator Panels: 1 Addressable Devices: 272 Pull Stations: 70 Notification Appliances (Speakers, Strobes, etc.) Speakers only: 137 Combination speaker and strobe: 145 Strobe light only: 4

30	Exhibit B.6 – Building Asset and Equipment Inventory, Building Management Systems - During the site tour it was discussed that the building had added a Honeywell BMS system on top of the boilers and associated fans. This does not appear in the asset list. Can the City provide the make model and associated points in order for bidders to put together the appropriate pricing?	Honeywell Building management system Honeywell Enterprise buildings Integrator Station 5.7.200.83 The BMS system controls Air handling Units AHU-1,AHU-2,AHU-2A,AHU-3,AHU-4,AHU-5,AHU-6,AHU-7, Trane unit, McQuay roof unit, Boiler plant
31	Lighting - Can the government confirm that the labor and materials associated with changing light bulbs will be captured within Item 3 of the pricing schedule?	Yes.

❖ Second Site Visit Opportunity

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❖ A second Question and Answer period will be offered as noted below.

IMPORTANT: Proposers are strongly encouraged to pre-register *at least* 48 hours in advance via e-mail with the OGS Designated Contact, Wendy Fioravanti, at the e-mail address in Section 1.2. Because of the required pre-screening stated below, failure to register timely may result in not being allowed access to the event and therefore being unable to submit a responsive proposal. The e-mail must include*:

- Legal name of qualified Vendor subcontractor guest
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the RFP.
    - Subcontractor guest company name
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In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal 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-proposal conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

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

❖ Second Questions and Answer Opportunity

Due to time constraints, please make sure to read all questions and answers in this addendum before submitting your second round questions in order to avoid duplicate questions.

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than @ 2:00 PM on February 24th. Official answers to all questions will be distributed in the form of a second addendum, and available at https://nyspro.ogs.ny.gov/content/finding-bid-opportunities February 26th by COB (estimate). Only answers provided by addendum are considered official.

❖ Key Events - Updated

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

EVENT	DATE
Solicitation #1915 Released	December 29, 2015
Mandatory Pre-Proposal Conference/Site Visit	January 27, 2016 @ 11:00 AM
Proposer Questions Due	February 3, 2016
Responses to Questions (estimated)	February 16, 2016
Second Site Visit	February 22, 2016 @ 11:00 AM
Proposer Questions Due	February 24, 2016 @ 2:00 PM
Responses to Questions (estimated)	February 26, 2016 COB
Proposals due to OGS	March 15, 2016
Proposers Presentations (estimated)	Week of March 28, 2016

Five Year Plan – Shirley Chisholm

Downstate						
Shirley Chisholm SOB	Average Useful Life Years	Year Installed	Condition	Cost Year 1-5 (000s)	Cost Year 6-10 (000s)	Notes
EXTERIOR WALLS	35	1969/86	2	$4,000	$4,000	Report from 2004 indicates severe damage to the exterior façade. Repairs should be made ASAP
ROOF COVERINGS	20	1994	3	$600	$0	A section of the roof was replaced approximately 15 years ago and the remainder is showing signs of deterioration. Due to the life expectancy of the roof materials it is recommeded that the entire roof be replaced within the next 5 years.
ROOF OPENINGS	35	1986	2	$50	$0	Gaskets and flashing at the skylites are leaking and need to be replaced
ELEVATORS AND LIFTS	50/20	1986	3	$3,000		Annual costs for repairs and maintenance are in the vicinty of $50k. The cars constantly breakdown and are out of service as well as being he number one complaint on the customer satisfaction survey
HEAT GENERATING SYSTEMS	28	1969	1	$3,500	$0	One of three boilers is operating and should be replaced with a more energy efficient system. The current boilers have exceeded their useful lifespan quite some time ago
DISTRIBUTION SYSTEMS	30	1986	3	$5,000	$8,000	The current distribution system does not provide balanced air circulation or provide enough fresh air throughout the tenant occupied space
LIGHTING AND BRANCH WIRING	20/30	1969/86	3	$1,300	$0	Light fixtures have exceeded their useful lifespan and need to be upgraded with a more energy efficient model
ELECTRICAL DISTRIBUTION	30	1969	3	$300	$0	System has exceeded its useful lifespan by ten years and should be replaced to minmize potential hazards

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
16331001	PLEASE ASSIST: HANDICAP ACCESSIBLE SINK IN THE WOMEN'S ROOM ON THE 4TH FLOOR HAS A PROBLEM WITH DRAINAGE AND NEEDS TO BE FIXED. TLOVE X 2797	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	42:54.3
16330951	PLEASE REPLACE THE FOLLOWING CORRIDOR LIGHTS: 1- 6TH FLOOR NEAR THE C SIDE	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	31:50.6
16330948	PLEASE ASSIST: WE NEED TO LOAD 15 BOXES OF PAPER ONTO THE SHELVES IN ROOM # 407 AND GET RID OF THE BOXES. WE ALSO NEED TO MOVE 12 BOXES OF PAPER TO 5TH FLOOR ROOM 507.	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	03:12.7
16330945	REMOVE A HEAVY STORAGE BOX FROM ROOM	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	56:10.5
16330941	PLEASE REPAIR TOILET IN 2ND STALL ON THE 9TH	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	38:02.6
16330938	PLEASE EMPTY THE DUMPSTER IN ROOM # 407 AND REPLACE IT. THANKS!	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	32:51.3
16330900	LOCATION: OSHI - ROOM 900 PLEASE REPLACE CEILING BULBS NEAR BACK DOOR ENTRANCE. THANK YOU IN ADVANCE,	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	28:26.0
16330828	PLEASE HELP SISTERIA IN ROOM # 578D ON THE FIFTH FLOOR. SHE CANNOT GET HER DESK DRAWER OPEN. THANKS	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	37:23.2
16330767	SHAMPOO ENTIRE 13TH FLOOR AND 8TH FLOOR	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	29:08.8
16330765	REMOVE TRASH, VACUUM AND SHAMPOO	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	27:42.7
16330703	PLEASE REPLACE THE FOLLOWING CORRIDOR LIGHTS: 1- 9TH FLOOR NEAR THE CAFETERIA BY THE GATE	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	08:12.4

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
16330702	PLEASE SEND ANDREW BACK UP TO PUT THE LIGHT BULBS IN BARBARA'S OFFICE ON THE SECOND FLOOR THANK YOU DEBRA REED	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	05:49.1
16330512	PLEASE REPAIR THE 2ND SINK FAUCET IN THE 1ST	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	08:12.5
16330504	CORRIDOR LIGHT IS OUT NEAR ROOM 203 REPLACE LIGHT NEAR EXIT D ON 2ND FLOOR REPLACE LIGHT ON 7TH FLOOR NEAR RM. 700	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	44:38.1
16330458	LIGHT IS OUT NEAR ELECTRICAL CLOSET IN DAY	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	46:58.7
16330452	NEED OVERFLOWING DUMPSTER AT ROOM 371	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	31:31.7
16330424	GOOD AFTERNOON PLEASE SEND SOMEONE TO THE 2ND FLOOR TO REPLACE U-SHAPE BULBS OUTSIDE ROOM #232 NEAR STAIRWAY B REPLACE STRAIGHT BULB IN ROOM 202 THANK YOU DEBRA REED	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	46:17.1
16330348	GOOD MORNING, NEW YORK STATE EDUCATION ALSO REQUEST A 1X10 SIGN PLAGUE FOR THE BUILDING DIRECTORY. THE SIGN NEEDS TO HAVE ON IT NEW YORK STATE EDUCATION	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	01:12.0
16330346	GOOD MORNING, NYS EDUCATION IS REQUESTING TWO DOOR SIGNS. BOTH DOOR SIGNS HAS TO HAVE ON IT NEW YORK STATE DEPARTMENT OFFICE OF BILINGUAL EDUCATION	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	48:27.6
16329770	REQUEST HELP MOVING OFFICE FURNITURE OUT OF ROOM 259. TODAY IF AT ALL POSSIBLE. THANKS. 718-722-6713	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	50:36.7
16329380	SET UP 8TH FLOOR FOR MOSLEY'S JOB FAIR FOR	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	32:01.7

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
16328591	HANSON PLACE EMERGENCY LIGHT MONTHLY	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	13:32.9
16328590	HANSON PLACE JANITOR CLOSET PM	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	13:32.5
16328550	AED MONTHLY MAINTENANCE 55 HANSON PLACE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:37.2
16328547	WEEKLY HAND SANITIZER CHECK AT 55 HANSON	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:32.8
16328529	4TH FLOOR FAN COILS ANNUAL MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:24.4
16328528	FAN COIL UNITS QUARTERLY MAINTENANCE IN MAY OF EACH YEAR ALSO PERFORM MOTOR MAINTENANCE ACCORDING TO GSA M-3A	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:20.0
16328526	AIR HANDLERS MONTHLY INSPECTION AND SCHULTZ PACKAGE UNIT MONTHLY INSPECTION	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:15.7
16328525	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	12:15.2
16328523	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	12:13.7
16328522	MONTHLY JANITOR'S CLOSETS AND RESTROOM	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:13.2
16328520	WEEKLY EXTERIOR GENERAL FACADE INSPECTION	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:12.3
16328519	WEEKLY EXTERIOR GENERAL FACADE INSPECTION	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:11.9
16328518	WEEKLY EXTERIOR GENERAL FACADE INSPECTION	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:11.5
16328517	WEEKLY EXTERIOR GENERAL FACADE INSPECTION	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:11.0
16328514	STANDPIPE SYSTEM MONTHLY PM	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:06.5
16328512	WEEKLY SHIRLEY A. CHISOLM STATE OFFICE BUILDING BATHROOM CHECKLIST. PRINT	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:05.6
16328511	WEEKLY SHIRLEY A. CHISOLM STATE OFFICE BUILDING BATHROOM CHECKLIST. PRINT	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:05.1
16328510	WEEKLY SHIRLEY A. CHISOLM STATE OFFICE BUILDING BATHROOM CHECKLIST. PRINT	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:04.7
16328509	WEEKLY SHIRLEY A. CHISOLM STATE OFFICE BUILDING BATHROOM CHECKLIST. PRINT	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	12:04.2
16328475	CHISHOLM-INTERIOR DOOR INSPECTION AND PM	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	11:40.7
16328467	CHISHOLM INSPECT ELEVATOR MACHINE ROOMS	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	11:36.9
15323928	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	56:46.9
15323925	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	56:44.5
15320254	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	22:36.1
15320252	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	22:34.2
15311776	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:29.2

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
15311771	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:22.7
15308173	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	52:28.7
15308169	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	52:25.1
15305793	ESTIMATING	90-WORKC	I	DES	DNST	BROOKLYN	HPSOB	54:57.0
15304973	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	11:19.0
15300055	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	14:19.9
15300052	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	14:17.4
15296855	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	06:09.7
15291638	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:02.3
15291634	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	41:57.2
15289843	DOMESTIC WATER TANK UPGRADE	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	34:50.1
15289842	FACILITY ENTRANCE & LOADING DOCK HEATERS	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	31:59.7
15289841	ELECTRICAL & LIGHTING REPAIRS	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	29:58.8
15289838	SCAFFOLDING MAINTENANCE	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	21:39.5
15289836	CYCLICAL PAINTING	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	16:43.2
15289835	HEATING VENTILATION AIR CONDITIONING (HVAC)	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	10:07.4
15289832	DOOR MAINTENANCE & REPAIRS	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	06:15.9
15289828	SECURITY CAMERA MAINTENANCE AND REPAIRS.	35-WIP	I	WR	DNST	BROOKLYN	HPSOB	56:59.2
15288342	PREDATOR PEST CONTROL. USUAL ROUTINE, CHECKING THE ENTIRE BUILDING FOR PESTS	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	33:58.1
15288341	FREIGHT ELEVATOR #7 PREVENTIVE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	32:26.2
15288340	ELEVATOR #6 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	32:03.4
15288339	ELEVATOR #5 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	31:37.8
15288338	ELEVATOR #4 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	31:08.7
15288337	ELEVATOR #3 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	30:35.4
15288335	ELEVATOR #2 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	29:55.2
15288333	ELEVATOR # 1 PREVENTIVE MAINTENANCE	10-OPEN	I	PM	DNST	BROOKLYN	HPSOB	28:27.3
15286961	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	05:29.3
15286959	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	05:27.6
15283199	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	34:54.7
15283195	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	34:50.4
15279282	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	57:37.7
15279280	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	57:36.0

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
14274103	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	16:35.6
14274100	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	16:32.9
14270517	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	56:53.2
14270515	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	56:51.6
14266889	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	46:19.8
14266887	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	46:18.2
14262331	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	49:30.9
14262326	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	49:24.5
14258355	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:22.4
14258351	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:19.0
14254226	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	01:09.0
14254224	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	01:07.3
	NYS OFFICE OF GENERAL SERVICES - REGION1							
14252191	CONVEYANCE SUMMARY WITH ONLY NON-	10-OPEN	I	WR	DNST	BROOKLYN	HPSOB	14:06.4
14250560	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	10:15.8
14250557	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	10:13.2
14246603	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	12:39.8
14246596	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	12:33.9
14241355	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	02:05.4
14241351	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	02:00.7
14237117	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	23:44.0
14237115	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	23:42.6
14231990	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	45:21.0
14231986	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	45:17.5
14228153	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	00:36.3
14228151	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	00:35.0
13224603	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	48:41.1
13224600	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	48:39.1
13220839	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	16:51.5
13220837	GREASE TRAPS MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	16:50.0
13216375	REFRIDGERANT MONITOR MONTHLY PM	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	31:23.2
13212052	BI-ANNUAL PM DRINKING WATER FOUNTAIN'S	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	42:14.1
13204485	ANNUAL DRINKING WATER TESTING	92-DEFER	I	PM	DNST	BROOKLYN	HPSOB	27:17.5

Current Open Work Orders fot the Shirley Chisholm State office Building as of 2/12/2016

Work Order	Description	Status	Type	Category	Region	Facility	Property	Date Created
13194807	2013 ANNUAL FIRE INSPECTION REPORT/NOTICE OF VIOLATIONS-PRELIMINARY REPORT OF FINDINGS 03/05/13	WORK CON	I	FIRESAFETY	DNST	BROOKLYN	HPSOB	18:28.8
13194800	2013 ANNUAL FIRE INSPECTION REPORT/NOTICE OF VIOLATIONS PRELIMINARY REPORT OF FINDINGS 03/05/13	WORK CON	I	FIRESAFETY	DNST	BROOKLYN	HPSOB	43:11.6
13183924	STANDING WORK ORDER FOR DAILY DUTIES AT	10-OPEN	M	REC	DNST	BROOKLYN	HPSOB	11:25.7
12159076	FIRE SYSTEM REPAIR	92-DEFER	I	WR	DNST	BROOKLYN	HPSOB	42:31.7

SCSOB reactive work orders - for period of 02/12/2014 - 02/12/2016

		Item #
TEMPERATURE COMPLAINT	86	2 or 3
HUMIDITY	1	2 or 3
ODOR (LAVATORY)	6	2 or 3
ODOR (NON LAVATORY)	16	2 or 3
ELEVATOR ISSUE	7	2 or 3
LIGHTING	335	2 or 3
ELECTRICAL	53	2 or 3
LEAK	15	2 or 3
NOISE	9	2 or 3
PLUMBING	40	2 or 3
CUSTODIAL	239	2 or 3
DOOR / LOCK MALFUNCTION	48	2 or 3
CEILING FINISHES	11	2 or 3
PEST CONTROL ISSUE	25	2 or 3
GENERAL MAINTENANCE	815	2 or 3
Total:	1706	

Reminder: Bids are still due no later than March 15, 2016 @ 2:00 PM

All other terms and conditions remain unchanged.

*****If submitting a proposal, this Addendum #1 for RFP# 1915 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____

Request for Proposals solicited by the

New York State Office of General Services

For

Integrated Facility Management

at the

Shirley A. Chisholm State Office Building

55 Hanson Place, Brooklyn, New York 12217

Solicitation Number:	**1915**
Release Date:	December 29, 2015
Mandatory Conference/Site Visit:	January 27, 2016 @ 11:00 AM
Proposals Due:	March 15, 2016 @ 2:00 PM
Designated Contact:	**Wendy L. Fioravanti, CMSI** NYS Office of General Services Financial Administration, 32nd Floor Corning Tower, Empire State Plaza Albany, NY 12242 Voice: 518-474-5981 Email: wendy.fioravanti@ogs.ny.gov

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Attachment 1 Cost Proposal Form – Will be sent via email to all vendors who attend the Mandatory Pre-Proposal Conference/Site Visit at the time noted in section 1.5 - Key Events
Attachment 2 Site Visit Form

1. Introduction

1.1 Overview

OGS is seeking an Integrated Facility Management Contractor (also referred to herein as "IFM" or the "Contractor"), to enter into a five year term contractual agreement, to provide full service, professional building and grounds operation, maintenance and management services. Bidders will be required to provide a price for all administrative services, and building services. This solicitation is being advanced through a Request for Proposal (RFP) process. OGS will select the firm which provides the best value to the State.

This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. All Bidders should pay strict attention to the bid submission date and time to prevent disqualification.

The mission of New York State Office of General Services' (OGS) is to provide coordinated customer focused support service to New York State agencies, political subdivisions, not-for-profit organizations, and the public in a business-like manner through the development and management of efficient, timely, and cost-effective programs. OGS supports the operations of State agencies and helps reduce government costs, in part, by providing essential real estate services.

Governor Andrew Cuomo has committed his administration to implementing enterprise-wide changes that will utilize modern business practices in running New York State government. New Yorkers need a government in which they can take pride, and this comprehensive overhaul of operations will help accomplish that goal. This RFP is a part of Governor Cuomo's Procurement Transformation, by the Division of the Budget and the Office of General Services, and focuses on implementing best practices and identifying opportunities for savings. The new procurement process will balance the needs of achieving savings with the administration's policy goals of encouraging small businesses and certified minority and women business enterprises. The scope, contents and format of this RFP are structured in accordance with the goals of the initiative and a Bidder is encouraged to review the information contained in this RFP thoroughly to understand the extent of changes from the present contracts. For more information on the initiative, a Bidder can refer to:
http://www.governor.ny.gov/press/10122011ImproveGovernmentEfficiency and
http://www.ogs.ny.gov/BU/PC/SourcingFAQ.asp.

The Shirley A. Chisholm Building was constructed in 1914-15 and designed by Trowbridge and Ackerman Architects as a flagship Young Men's Christian Association (YMCA) building. In order to address the need for New York State agency office space in the New York Metro Area, a major reconstruction effort was undertaken in 1987 through 1991 to provide 337,311 gross building square feet of New York State Agencies. This became a catalyst for redevelopment in the surrounding neighborhood. The Chisholm Building is currently home to New York State agencies and offices, counting among them the Attorney General's Office, the Department of Labor, the Department of Human Rights, the Department of Housing and Community Renewal, the Office of Children and Family Services and the Department of Education. The Hanson Place Child Development Center located on the first floor of this building, is open to residents of the community as well as State Employees who work in the building.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Wendy L. Fioravanti, New York State Office of General Services, has been designated the ONLY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Wendy L. Fioravanti
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981

Email: Wendy.Fioravanti@ogs.ny.gov

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

Diane Robinson
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: diane.robinson@ogs.ny.gov

William Macey
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: bill.macey@ogs.ny.gov

1.3 Minimum Proposer Qualifications

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

The State considers the following qualifications to be a pre-requisite in order to be considered as a qualified Proposer for purposes of this solicitation.

The Proposer shall submit satisfactory evidence and the Commissioner or his/her designated representative shall have the right to reject responses to this solicitation of any Proposer who is unable to provide satisfactory evidence as to the following qualifications:

- Proposer must currently and for the past two consecutive years immediately prior to the proposal due date manage at least four (4) Office Buildings consisting of a total of at least 500,000 square feet of gross building area. At least one (1) of the four (4) office buildings must be located in NYC region, and be at least 200,000 square feet of gross building area. Services provided by proposer for these buildings must be as a full operations, maintenance, and management contractor.

1.4 Mandatory Pre-Proposal Conference and Site Visit

Proposers intending to submit a proposal will be required to attend a mandatory pre-proposal conference/site visit which will include an informational meeting and a tour of the building on the date and time indicated in Section (1.5) Key Events below. This is the only date and time available for inspection. Alternate dates for additional site inspections **will not** be available.

The session will begin with a brief conference at the designated location and will proceed with the tour of the building. The tour will conclude with a wrap up / question & answer period. Attendees will be required to participate in the entire session. Failure to do so will result in rejection. Note that this process is expected to take several hours and attendees should prepare accordingly.

Failure to attend the mandatory pre-proposal conference/site visit will result in rejection of the proposal. **The facilitator of the event will publicly announce the official start time of the pre-proposal conference/site visit, which announcement shall be made no sooner than the time stated in Section (1.5) of Key Events below. Prospective proposers arriving after the official start time of the pre-proposal conference/site visit will be precluded from attending the pre-proposal conference/site visit, and therefore unable to submit a responsive proposal.**

IMPORTANT: Proposers are strongly encouraged to pre-register *at least* 48 hours in advance via e-mail with the OGS Designated Contact, Wendy Fioravanti, at the e-mail address in Section 1.2. Because of the required pre-screening stated below, failure to register timely may result in not being

allowed access to the event and therefore being unable to submit a responsive proposal. A maximum of three **(**3**) persons may attend for each proposer. The e-mail must include*:**

- Legal name of proposer (Contractor name)
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the RFP.

Upon registration, the proposer will be given the meeting location details. It is recommended that attendees arrive at the at least thirty minutes prior to scheduled time with photo identification.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal 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-proposal conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

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

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section (1.5) 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-proposal conference/site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Proposers would like addressed at the pre-proposal conference/site visit, Proposers should submit them in writing as instructed in Section (1.5) – Key Events, to the designated contact prior to the date of the conference/site visit. Questions during the pre-proposal conference/site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

1.5 Key Events

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

EVENT	DATE
Solicitation #1915 Released	December 29, 2015
Mandatory Pre-Proposal Conference/Site Visit	January 27, 2016 @ 11:00 AM
Proposer Questions Due	February 3, 2016
Responses to Questions (estimated)	February 16, 2016
Proposals due to OGS	March 15, 2016 @ 2:00 PM
Proposers Presentations (estimated)	Week of March 28, 2016

1.6 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Department of Financial Administration.

"Contractor" shall mean a successful bidder awarded a contract pursuant to this Solicitation.

"Request for Proposal", "RFP", or "Solicitation" shall mean this document.

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

"Commissioner" shall mean the Commissioner of General Services or duly authorized representative.

"Proposer", "Bidder" or "Offerer" shall mean any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this solicitation.

"Project Leader" shall mean Contractor's corporate representative.

"OSC" shall mean the Office of the New York State Comptroller.

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

"RPM" shall mean the New York State Office of General Services Real Property Management Group

"Executive Director" shall mean the Executive Director of RPM or duly authorized representative.

"Facility Manager" shall mean the Facility Manager of RPM or duly authorized representative.

"Sub-contractor" shall mean a third party Contractor hired by the Contractor to perform services pursuant to this solicitation

"Normal Business Hours" shall mean Monday through Friday 7am to 6pm.

"Normal Operating Hours" shall mean Monday through Friday 6am to 6pm

2. Proposal Submission

2.1 Solicitation Questions and Clarifications

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

Wendy L. Fioravanti
New York State Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, NY 12242
Phone: 1-518-474-5981
E-mail: wendy.fioravanti@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail.

Deadline for submission of questions will be as stated in Key Events – Section 1.5

Official answers to questions will be provided via addendum per the date shown in Section 1.5 Key Events by the Issuing Office and distributed via email to all interested Proposers who attended the mandatory pre-proposal conference.

2.2 Proposal Format and Content

In order for the State to evaluate proposals fairly and completely, Proposers should follow the format set forth herein and provide all of the information requested. All items identified in Sections 2.2.1 thru 2.3 must be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements and format may necessitate rejection of the proposal.

2.2.1 Technical Proposal

2.2.1.1 Cover Letter

The cover letter must confirm that the Proposer will comply with all the provisions of this solicitation and should state that, should the contract be awarded to your company, you would be prepared to begin in accordance with the provisions in Section 3.3.

The cover letter must include the full contact information of the person(s) OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations must sign the cover letter.

2.2.1.2 Minimum Qualifications

Proposer must provide the following information for the contracted facilities intended to fulfill the requirements in Section 1.3

- **Facility statistical data (square feet, building use / purpose, name of building owner, etc.)**
- **Beginning and ending contract term dates, reference contact information (name, title, phone number and e-mail address)**
  A list of services provided for each contract; identify if these services are performed by the proposer or contracted out.

NOTE: OGS may contact these references. It is the proposer's responsibility to ensure that the reference contact can be reached and will be able to verify information.

2.2.1.3 Transition Plan

Upon approval of the contract by the Office of the New York State Comptroller (OSC), the Contractor, the Contractor's transition team and appropriate sub-contractors will have access to the Facility and all operating systems therein.

The Contractor shall provide with submission a written tentative Transition Plan describing how they would prepare for commencement of on-site services, which should include but not be limited to the following:

- The makeup of the transition team,
- A schedule of milestones/deliverables for the successful transition of all building services

2.2.1.4 Plan of Operation

The Contractor shall provide a written Plan of Operation which should include but not be limited to the following:

- In the Proposer's own words, their understanding of the issues and tasks of the facility at hand.
- Proposers are required to present a detailed description of the methodology to be used by their firm in achieving the objectives and accomplishing the tasks described in this solicitation, with separate and specific reference to each subsection in Section 5 – Statement of Work. This detail should include but not be limited to providing specific information containing the following:

  i. Customer Service Approach;
  What is the Contractor's approach to obtaining optimal results regarding the fulfillment of tenant requests and for measuring the level of tenant satisfaction?

  ii. Indicate the anticipated breakdown of work to be performed directly by contractor's on-site staff, and the specific work to be subcontracted. Specifically, identify your intended plan for each and every service.

  iii. Corporate Support of On-site Personnel;
  What will be the specific duties of the on-site personnel?

  What other type of corporate support will be provided?

  iv. What are the latest technologies and equipment that you propose to utilize within this contract

  v. Your plan for the delivery of Itemized Services utilizing in-house and sub-contractors

  - ✓ For **EACH** building service category as described in Item 2 (Itemized Building Services) and Item 3 (General Repairs, Supplies and Services) describe your proposed method of delivering these services, including labor, materials and equipment, broken down by in-house vs. sub-contract providers.
  - ✓ Name of the firm intended to provide the service. Your experience with the intended firm.
  - ✓ Name, phone number and e-mail address of the firm's primary contact regarding the arrangement.

  vi. Equipment

  List the specific equipment that will be utilized to compliment and/or augment the equipment provided by OGS. Provide a complete inventory that will be stored at the building.

vii. List the sources of supplies and materials that will be utilized to support all aspects of building operations at each of the buildings.

viii. Recordkeeping and Reporting (see Section 5.5.7 for Reporting Requirements)

ix. Will the onsite staff be responsible for all administrative duties, including all required monthly reports to OGS?

On-Call Services/Resources

- Provide statements and submissions to convince the State that the Company has the ability to respond quickly with both resources and proper equipment to respond with a proactive approach to both minimize damages and perform any needed repairs / cleanup operations.

2.2.1.5 Qualifications

Proposers are asked to describe their capabilities to provide the services requested in this Solicitation. The Proposers shall provide:

a. An explanation of why their firm is the best qualified to perform the duties defined herein this solicitation and demonstrate its qualifications including an item-by-item disclosure outlining how the Proposer meets the requirements of this Solicitation.

b. A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines cited in Section 5.3.1 Overview,

c. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized, staffing plans, emergency management plans and other pertinent data that will assist the State to determine the technical merit of the proposer.

d. A detailed description the qualifications of each sub-contractor proposed for each of the Itemized Building Services (Item 2) contracts.

2.2.1.6 References

Proposer shall provide the following reference data for each of the facilities being maintained, including those identified per Section 1.3 - Minimum Proposer Qualifications, by the Proposer/Proposer's company. OGS may contact the references at its option. The reference data must include:

a. The type/usage of building;

b. The building's interior gross square footage;

c. Contract term/duration;

d. Building owner/contract client name;

e. Client contact person;

f. Contact person's title, address, telephone number, and email.

2.2.1.7 Staffing/Staffing Plan

The Bidder shall provide a staffing plan indicating the proposed deployment of management, engineering and technical staff at the building which shall include but not be limited to providing the following services;

a. Building Management,

b. On-Call Response,

c. Routine Preventative Maintenance,

d. Repairs and Improvements,

e. Financial Administration and Reporting,

f. Use of sub-contractors.

Your plan of approach to the assignment of in-house staff services described in this Solicitation:

- ✓ Describe your detailed plan to cover all shifts of onsite personnel in the case of an absence (i.e. illness, personal day or vacations), broken down by full time and part time employees and how you project work schedules and shifts against the Solicitation requirements.
- ✓ Will work be performed by specialized teams?

The staffing plan format and specific content is left up to the discretion of the proposer. ***However, please note that the staffing plan will be considered in the technical scoring.***

The Proposer shall provide:

- The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
- The level of staff to be assigned to this project. Identified staff must have direct building maintenance related experience.

The composition of the staff/ team the Proposer shall dedicate to the building including:

a. Their function in the Contractor, title, role in this contract and number of years' service with the Proposer's firm name.

b. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

- The name of the person or persons designated as the onsite "Property Manager" that will be responsible for the day-to-day coordination between tenant representatives and work efforts of onsite employees as well as subcontractors, for the building. In addition, provide the name of the corporate representative/Property Manager's supervisor who will be responsible for the Property Manager(s) performance. Indicate corporate representative's availability to OGS if needed to resolve issues. Information to be provided regarding the Property Manager and his/her supervisor is to include:

  a. Contact information, complete resume

  b. Length of career in providing Building Management Services;

  c. Professional designations;

  d. Number and size of buildings managed in the last three years.

- The name of the person or persons designated as the "Chief" Building Engineer that will be responsible for the overall management, supervision of all building mechanical, electrical systems, and staff.

Information to be provided regarding the "Chief" Building Engineer and his/her supervisor is to include:

a. Contact information, complete resume

b. Length of career in providing Building Engineering Services;

c. Professional designations;

d. Number and size of buildings managed in the last three years.

OGS retains the right to request additional information from Proposers, pertaining to the Proposer's ability, qualifications, and procedures proposed to accomplish all work specified under this solicitation.

Bidder must submit verifiable proofs of all minimum requirements for Engineer and Chief Engineers/Manager as detailed in section 5.3.3 of this RFP document.

2.2.2 Cost Proposal

Bidder must submit a completed Attachment 1 - Cost Proposal Form

Bidder must complete each section of the cost proposal as provided. Any additions, incompletions, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see Section 2.3 Packaging of RFP Response and 3.4 Price

Attachment 1- Cost Proposal Form will be sent via email in Excel format to the attendees of the mandatory site visit. The cost proposal form shall be completed and delivered electronically to wendy.fioravanti@ogs.ny.gov by the bid due date and time listed in Section 1.5 Key Events. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive.

2.2.3 Administrative Proposal

2.2.3.1 Company Information

In response to this Solicitation, all Proposers must provide the following:

a. Headquarters/Parent Company locations

b. History of Firm

c. Internet Web site Address (if any)

d. Organization Chart of Business Entity

e. Office Locations and Total Number of Employees at each

f. Primary and Secondary Business (core competencies)

g. Client List

h. Home office address and telephone number and local address and phone number

2.2.3.2 General Procurement Forms

- All other required completed forms from RFP Appendix B.
- Signed bid addenda (if any)

Important Notes:

- 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.
- Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.13, 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.
- Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.
- A Proposer shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State either at the time the proposal is submitted or within thirty calendar days of being advised of tentative award. Failure to

complete the registration process and be approved by the New York State Department of State within that thirty day time period may result in a rejection of the proposal.

2.2.3.2 Evidence of Bond

With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Acceptable evidence of bond ability is a writing issued by a bank, bond company, or bond agency guaranteeing issuance of a bond, payable to State of New York, in the amount required and for the term of any contract resulting from this RFP. See Section 3.7 Bonding Requirements.

2.3 Instructions for Packaging of RFP Response

Bidders must separate the Cost Proposal Form (Attachment 1) from all other documents and submit these as two separate packages.

Please submit:

The cost proposal form shall be completed and delivered electronically to wendy.fioravanti@ogs.ny.gov by the bid due date and time of March15, 2016 at 2:00 PM EST. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive.

- ✓ 6 copies of technical
- ✓ 3 copies of administrative proposal (Appendix B) **ALL ORIGINAL SIGNATURES**

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

a. Proposer's complete name and address

b. Solicitation Number – 1915 (this document)

c. Proposal Due Date and Time**: (as indicated in section 1.5, Key Events)**

d. Proposer for Integrated Facilities Management at the Shirley A. Chisholm State Office Building

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal and may compromise confidentiality. The technical proposal and Appendix B documents will not be accepted electronically.

2.4 Instructions for Proposal Submission

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

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered. Submit all required proposal documents including signed proposal addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242

Attn: Wendy L. Fioravanti
RFP # 1915

E-MAIL OR FAX 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 Proposer for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

The cost proposal form shall be completed and delivered electronically to wendy.fioravanti@ogs.ny.gov by the bid due date and time of March 15, 2016 at 2:00 PM EST. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive. All technical proposals are to be received by OGS as stated in RFP 1915 Section 2 Proposal Submission. *The technical proposal and Appendix b documents will not be accepted electronically.*

Proposals must be received in the above office on or before **2:00 PM on the date indicated in Section 1.5 Key Events. Proposers 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.

Proposers 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 proposer 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. Proposers 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 Proposer. 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 Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. 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 Security Procedures for Delivered Proposals:

Security 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 24 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 security system. Access will not be allowed until the security 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 the security procedures. These security procedures may change or be modified at any time.

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

http://www.ogs.ny.gov/BU/BA/Parking/Visitor/

3. Administrative Information

3.1 Issuing Office

This solicitation is being released by the New York State Office of General Services Division of Financial Administration on behalf of the Office of General Services Real Property Management Group (RPM).

3.2 Method of Contract Award

A single award shall be made to the vendor who has the best value responsive and responsible proposal.

Upon determination of the best value proposer, a Service Agreement, a sample of which is attached to the RFP as Appendix C - Sample Contract will be completed with the successful bidder's information and appended to this RFP and the successful bidder's bid to form the contract between the parties. This contract will be forwarded to the successful proposer for execution and returned to the issuing office to be processed for all necessary signatures and State approvals. Upon final approval, a fully executed copy will be forwarded to the contractor.

3.3 Term of Contract

The contract will become effective upon approval by the Office of the State Comptroller. On-site operations shall begin 45 days after the effective date. The contract will end 5 years from the date beginning on-site operations. The contract term shall therefore be five years and 45 days, with actual on-site services being performed for a five year period. The 45 days from OSC approval until on-site operations are intended to be for transitional purposes.

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 Solicitation 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 6.12 – Termination.

3.4 Price

All Proposers must submit their cost using Attachment 1 marked "Cost Proposal Form." Any additions, incompletion, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see Section 3.9 Proposal Exceptions)(also see Sections 2.2.2 and 2.3 regarding electronic price submission).

The following descriptions are provided as a guideline of where OGS would expect bidders to include specific costs. However, bidders should consider the dollars provided in item 3, and ensure that their not-to-exceed prices bid in items 1 and 2 are sufficient and inclusive of all associated costs. Note also that any costs associated with transitional preparations at the beginning of the contract term are not specifically reimbursable. Pricing will be represented in accordance with the cost proposal form(s) consisting of the following items:

Item 1. Administrative Services

This category includes Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

- Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and other requirements. OGS will provide adequate work space for the Contractor's on-site staff at no cost, but is not responsible for providing furnishings or equipment such as furniture,

computers, copying and fax machines, office type software, telephones and cell phones, pagers, office supplies etc.

- Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.
- Insurance (refer to Section 6.3 – Contractor Insurance Requirements)
- Salaries shall include all on-site personnel employed by the Contractor e.g.: Property Manager, Chief Building Engineer, technicians, administrative support staff, as well as on call assessment, etc.
- Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

Bidders shall provide a lump sum annual not-to-exceed price for the Administrative services outlined above.

Item 2: Itemized Building Services

For BASE BID services (as described in Exhibit B), bidders shall provide individual lump sum not-to-exceed prices for each of the Itemized Building Service categories for the building. Pricing shall be inclusive of all labor, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B, and shall be broken out on the bid form into the portion provided directly by the contractor, and any portion that will be provided by sub-contractors. These Itemized Building Services represent a portion of the total cost to operate, maintain, and manage the building.

Item 3: General Repairs, Supplies and Services

Bidder will not provide a bid for this item. Based on historical data, OGS has valued the general repairs, supplies and services categories for the building, other than the Itemized Building Services (Item 2 above), as represented on the bid form. Contractor will be obligated to provide all required services in this category within the budgeted amount per year.

The total of Items 1 through 3 above will be used (added together) to form a total bid value. The Total Bid Value will be used for evaluation purposes.

The submitted bid of the awarded contractor, Items 1 and 2, combined with the value of Item 3 will be used by OGS in establishing the total contract value. The total contract value shall not be exceeded without formal written approval by the Office of the State Comptroller. The contractor is cautioned to monitor the expenses against the total contract value. Services performed exceeding the established contract value will not be compensated.

3.5 Price Adjustment (Escalation/De-escalation)

This clause will apply to Items 1, 2, and 3 of the cost proposal.
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 Items, (New York-Northern NJ-Long Island, NY-NJ-CT-PA), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at http://www.bls.gov/data/.

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 2015, 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 2015 CPI and the June 2016 CPI and become effective in September 2016. If the contract price is fixed

for three years and allows an escalation thereafter, it would be based on the difference between the June 2017 CPI and the June 2018 CPI and become effective September 2018.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within three months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the Contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point an invoice may be submitted for any retroactive difference owed.

Requests must be sent to:

NYS Office of General Services
Financial Administration, Contract Unit
Corning Tower, 32nd Floor, Empire State Plaza,
Albany, New York 12242.

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

3.6 Method of Payment

This contract shall be funded two times per year for a five year term as described in section 5.7.3. Except however, that if the actual contract term does not align with the funding periods, the initial and final funding will be pro-rated accordingly. Contractor shall withdraw funds from the Operating Expense Account (refer to Section 5.7) for all expenses pursuant to the following:

- Item 1 (Administrative)
  The annual Property Management Fee, is to be withdrawn in twelve (12) equal monthly installments, for each year of the agreement.

- Item 2 (Itemized Building Services)
  Upon approval by the Property Manager, the Contractor shall withdraw from the Operating Expense Account on an as needed basis. Payments for Base Bid services within this category shall not exceed the Base Bid amounts for each item at the building.

- Item 3 (General Repairs, Supplies and Services)
  Upon approval by the Property Manager, The Contractor shall withdraw from the Operating Expense Account on an as needed basis. All actual, necessary and appropriate expenses for general repairs, supplies and services in this category will be processed on a “pass through” basis with no markup allowed.

3.7 Bonding Requirements

With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Prior to actual performance under this contract, without expense to NYS, the Contractor shall supply a $500,000 surety bond or irrevocable letter of credit to OGS in a form satisfactory to OGS, conditioned upon the faithful performance of this contract in accord with the intent and purpose thereof, and guaranteeing payment to the State of New York by the Contractor of all monies due to New York State or due to others on behalf of the State of New York pursuant to the terms of this contract. The bond or letter of credit must remain in effect for the duration of the contract term.

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 1.3). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.

3.10 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide Proposers with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. OGS Financial Administration encourages vendors 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 Vendors may be obtained by contacting the designated contact person identified on the front of the solicitation document.

3.11 Examination of Contract Documents

- Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.

- Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to proposing.

- Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted on or before the proposal due date. In awarding a contract any addenda will become a part thereof.

- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents or site visit shall

not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

3.12 Prime Contractor Responsibilities

The State will contract only with the successful Proposer 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.

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

All persons/contractors hired, paid and/or supervised by the Contractor, shall be the Contractor's employee or its subcontractor's employee and not the State's employee.

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 Solicitation, refer to this Solicitation.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

The Proposal will be evaluated and scored based upon the criteria set forth in this Section. Proposal will be evaluated for best value to the State.

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

The State will request that Proposers submitting responsive proposal provide oral presentation in Albany, NY, or at the facility, covering the major points of their proposal. The presentation will be given on a date, time and location to be designated by OGS. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, OGS requests the presence of key onsite personnel being proposed for the project(s).

The committee will subsequently evaluate each responsive proposal for items a–c listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest grand total will be awarded the maximum possible points, (refer to item e listed below). Each subsequent proposal will receive a proportionate number of points. Each of the cost proposal points will be added to the score from the Evaluation Team for items a-d.

Scores from each of the Proposers, including items a-d listed below, 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.

a. PROPOSER EXPERIENCE (15%)

Each Proposal will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

b. PLAN OF OPERATION (46.5%)

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

c. QUALITY AND COMPLETENESS OF PROPOSAL (5%)

Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted proposal.

d. MWBE or SBE Status (3.5%)

- 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)

Proposers that are New York certified Minority and Women owned business or a New York State small business will receive an additional 3.5% for such status.

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

e. CONTRACT FEE (30%)

The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.2 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer 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 written approval from the Issuing Office.

5. Statement of Work

5.1 Facility Description

The Shirley A. Chisholm State Office Building is 337,311 gross square feet, The 13 story Shirley A. Chisholm Building was constructed in 1914-15 and designed by Trowbridge and Ackerman Architects as a flagship Young Men's Christian Association (YMCA) building. In order to address the need for New York State agency office space in the New York Metro Area, a major reconstruction effort was undertaken in 1987 through 1991 to provide 287,891 rentable square feet to house New York State Agencies. This became a catalyst for redevelopment in the surrounding neighborhood. The Chisholm Building is currently home to New York State agencies and offices, counting among them the Attorney General's Office, the Department of Labor, the Division of Human Rights, the Department of Housing and Community Renewal, the Office of Children and Family Services and the Department of Education. The Hanson Place Child Development Center located on the first floor of this building, is open to residents of the community as well as State Employees who work in the building.

Facility Name	Address	City	Zip Code	Gross Building Area (sqft)	Total Rentable Area (sqft)
Shirley A. Chisholm State Office Building	55 Hanson Place Brooklyn	New York	12217	337,311	287,891

5.2 Facility Operating Hours

The facility operates Monday through Friday from 6am to 6pm. The building will be closed on the following State Holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Contractor staff is not required on site unless directed by OGS (See section 5.6.5).

5.3 General Responsibilities

5.3.1 Overview

The selected Integrated Facility Management Contractor (also referred to herein as "IFM" or the "Contractor"), will be required to provide full service, professional building and grounds operation, maintenance and management services that must include but not be limited to the following services:

a. Provide all labor, materials, tools and equipment required to perform all services,

b. Manage and supervise all sub-contracts/sub-contractors related to providing building and grounds services at each Facility.

c. Provide daily responsiveness to OGS and the Facility Tenant Representative(s),Other responsibilities as requested / required by OGS

5.3.2 Professional Property Management

The services of the Company is to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the properties in a manner that is comparable to those found in other multi-tenanted office properties owned and/or managed by New York State.

5.3.3 Staffing

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed.

The Contractor shall provide an adequate number of full time dedicated Operating Engineer(s). A minimum of one engineer must be present during the core operational hours of Monday – Friday 6 AM through 6 PM. As outlined in Section 2.2.1.6 contractors will provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how your company proposes coverage in the event of vacation, sick days, and after hour events.

The Operating Engineer(s) will be responsible for all operational duties as directed by the Facility Manager. These duties may include, but are not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. The contractor's staff shall also have a basic knowledge and be responsible for basic carpentry, electrical and plumbing repairs.

The Facility Manager shall have the right to change shift coverage, as necessary depending on the seasonal needs. (e.g. cooling and heating seasons.)

Any emergency responses should be answered by the Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive on the facility in the shortest response time.

5.3.3.1 *Engineer Minimum Requirements*

- Must be able to clearly read and, write and speak the English language.
- Must have a valid driver's license.
- Must have extensive experience in the operation of computerized building management.
- Must have at least 5 years' experience as an engineer in a similar sized facility.
- Must have at least 3 years' experience in general plumbing and electrical work.
- Must have a valid COQ-Refrigeration Engineer licensed issued by the FDNY or equivalent.
- Must have a valid S-12 City Wide Sprinkler Systems issued by the FDNY or equivalent.
- Must have a valid S-13 City wide Standpipe System issued by the FDNY or equivalent.
- Must report to the Facility Manager

5.3.3.2 *Chief Engineer / Manager Minimum Requirements*

- Must have all of the above qualifications as well as:
- Must be proficient with the use of Microsoft WORD, Excel, Outlook, etc.
- Minimum ten (10) years of experience in facilities operations and administration, five (5) years of which must have been in a supervisory/management capacity
- Must have at least 3 years' experience in general plumbing and electrical work.

5.3.4 Generally Accepted Standards

Services shall be provided in accordance with any applicable specifications provided by OGS and generally accepted standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, laws and regulations.

All work performed and all services contracted shall, unless otherwise agreed to by OGS meet or exceed all applicable levels of service and operations currently maintained and specified in OGS operated buildings.

5.3.5 Amendments

Upon the request of OGS, the Company will, in good faith and without delay, make reasonable efforts to ensure any amendments to any contract resulting from this RFP are agreed to in a timely and equitable manner.

5.3.6 Recordkeeping

Establish and maintain orderly books, records and files; containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the Facility and the operation and maintenance thereof, and made available to OGS upon request.

5.3.7 New York State Toxic Substance Act

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 State has established and implemented a Right-to-Know/Hazard Communication Program. The Contractor shall provide information and training to advise its employees and sub-contractors, of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets (MSDS) for all chemicals used within the building(s) which shall be maintained on site by the Contractor, and made available to all of its employees, contract vendors, and Agency Tenant Representatives.

Before any chemical product is used on or in the building(s), a copy of the product label and Material Safety Data Sheet must be provided to, and approved by OGS.

5.3.8 Executive Order No. 4 (Green Cleaning)

Contractor shall be familiar with, implement, and maintain the cleaning of the building in conformance with Executive Order No. 4, to the same extent as if the Contractor were an entity legally bound by the terms of such Executive Order, whereby cleaning products procured and used must have properties that minimize potential impacts to human health and the environment. Specific information and guidelines to aid in compliance are currently available at: http://www.ogs.ny.gov/EO/4/. Consultation and guidance will be available through the Office of General Services (OGS) upon request.

5.3.9 Health, Safety and Environmental Rules

Contractor shall be familiar with Safety, Health and Environmental rules and regulations including, but not limited to: conducting routine inspections of the building, maintaining equipment guarding in accordance to OSHA standards to ensure the safe and continuous operation of the building, and performing a minimum of two (2) Fire Evacuation drills per year.

5.4 Scope of Work

5.4.1 Detail of Contractor Services

The Contractor is advised that the OGS expects that onsite Contractor personnel will perform virtually all routine maintenance and repairs, with the following exceptions:

- The contracts for Security Guard Services for the facility will be held by the State.
- Custodial Service which included snow management for the facility will be held by the State
- Elevator Inspection services for the facility will be held by the State.
- The Contractor shall be responsible for the day to day oversight of the above referenced State held contracts.
- The Contractor **will not be** responsible for property taxes or utility expenses such as water, electric, gas or sewer.

The Contractor's Property Manager or his/her designee shall report to the OGS Deputy Commissioner of Real Property Management and his/her designee.

The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor and/or sub-contractors.

The Contractor shall fully operate, maintain and manage the building, within the price bid for the following categories as further described in Section 3.4 (Price).

Item 1: Administrative

- Employee Benefits
- Insurance
- Payroll Taxes and Workers Compensation Insurance
- Professional Fees
- Property Management Fee
- Salaries

Item 2: Itemized Building Services

Statements of Work for these services are included in Exhibit B of this solicitation. Bids quoted for these itemized building services on the Attachment 1 - Cost Proposal Form, shall represent the salary for contracted and/or sub-contractors, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B.

- Building System Controls
- Emergency Generator
- Life Safety Systems
- HVAC
- Elevator Maintenance and Repair
- Integrated Pest Management
- Window Cleaning
- Electrical Switchgear Testing and Maintenance

Item 3: General Repairs, Supplies and Services
Will include but not limited to items such as the following:

- Painting and décor
- Doors and glass
- Flooring
- Loading Dock and sidewalks
- Roofs
- Building Systems - Plumbing, Electrical, Mechanical/HVAC
- Tools and equipment
- Uniforms
- Ceiling/Floor systems
- Lighting systems
- Sound masking
- Overhead doors
- Vibration testing
- Any Additional services related to Item 2 – Itemized Building Services (services outside of the scope as detailed in Exhibit B).

Process for Additional Services

Additional Services shall be considered repairs, upgrades, and/or any work performed other than for the service categories described in Item 2 / Exhibit B (Itemized Building Services).

Additional services shall only be performed when pre-approved in writing by the Deputy Commissioner of Real Property Management or his/her designated representative.

PROCESS: The Contractor shall prepare a detailed quote for pre-approval by Deputy Commissioner of Real Property Management or his/her designated representative. The quote must detail the scope of services, and include a breakdown of how the services are to be performed, e.g. in-house staff, contracted services, or combination thereof, etc.

The Contractor, where applicable, shall obtain multiple bids (preferably 3 or more) and provide bid tabulation, and an award recommendation to Deputy Commissioner of Real Property Management Group and Facilities or his/her designated representative. Supporting documentation for all bids shall be retained on file by the Contractor and made available to OGS upon request. Also see section 5.5.3 Subcontractors.

Upon satisfactory completion of the work, Property Manager shall authorize payment(s) per Section 3.6.

LIMITATIONS:
Any single additional service shall not exceed $50,000. In the event that an additional service will need to exceed this amount, the service will be procured by OGS separate from this contract. Also see Section 5.5.4 Issuing Solicitations & Contracts

5.4.2 Facility Condition Assessment

The Contractor will provide a Facility Condition Assessment for the building, which will detail the overall facility conditions and its specific operating systems. The initial assessment shall be provided to OGS as soon as practicable, and not later than forty five (45) days subsequent to the contract commencement date, and annually thereafter.

Based upon the Contractor's continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations to OGS at any time during the year.

5.4.3 Facility Handbook

The Contractor will provide a Facility Handbook for the building, which will include a number of key documents that are required for facility operation. These documents shall include, but not be limited to:

- Building Security Plans
- Building Evacuation Plans
- Building Rules and Regulations
- Building Directory
- Building Fire Features
- Building Operational Plan

5.5 Management Responsibilities

The Contractor's management responsibilities shall include but not necessarily be limited to the following:

5.5.1 Prevailing Wages

Article 8 (PRC # 2015011026) and Article 9 (PRC# 2015901245) are applicable to the services in this contract and can be located at the links below.

http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1231519

http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1231520

The NYS Department of labor has determined that the prevailing wage title applicable to the contractors' on-site engineers is Stationary Engineer / Building Engineer – Refrigeration.

The Contractor shall ensure that prevailing wages and supplements for trades stated by the Department of Labor (DOL) are paid to employees of the Contractor and those of its subcontractors. See Appendix D for wage rates.

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

A copy of the prevailing rate schedule(s) are included in Appendix E – New York State Prevailing Rate Schedule. 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.

5.5.2 Background Check

For security reasons, all prospective Contractor employees and its subcontractors providing services within the building are to be properly screened in accordance with OGS provided background check guidelines (see Exhibit A – Background Check Requirements).

5.5.3 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for Additional Services, they will be subject to the Process for Additional Services clause 5.4.2.

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

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

The Contractor shall be responsible for informing the subcontractors of <u>all</u> 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 Deputy Commissioner of OGS Real Property Management or his/her designated representative, 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 Deputy Commissioner Real Property Management 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.

- 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:
- Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
- If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

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.

5.5.4 Issuing Solicitations and Contracts

When issuing solicitations (Requests For Proposals, Invitations For Bids, Requests For Quotes, etc.) and entering into contracts to procure goods and/or services necessary to fulfill the Contractor's contract obligations, the Contractor shall develop the solicitation package (utilizing applicable specifications provided by OGS), bid, provide a recommendation of award to OGS, and upon OGS approval award such contracts.

As appropriate, OGS shall provide the Contractor with service contract specifications. Prior to issuing a solicitation, OGS shall have the opportunity to review and approve the solicitation package(s). Any contract which cannot by its terms be canceled on 30 days' notice must be approved in writing by OGS.

OGS shall separately procure all goods and services for purchases or contracts valued at more than Fifty Thousand Dollars ($50,000).

The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. For purchases or contracts less than Five Thousand Dollars ($5,000), the Contractor will obtain and document a minimum of three verbal quotes. For contracts more than Five Thousand Dollars ($5,000), but less than Fifteen Thousand Dollars ($15, 000), the Contractor will obtain written proposals or proposals from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for the solicitations for all contracts for repairs, improvements, goods and services more than Fifteen Thousand Dollars ($15,000), but less than Fifty Thousand Dollars ($50,000). The following conditions apply to competitive bidding:

- Each proposal will be solicited in a form and manner so that proposal solicitation will be uniform in all proposals.
- All proposal solicitations will, when possible, include a Minority/Women Business Enterprise (MWBE) participation clause and such inclusion should be documented for future reference. A listing of certified MWBE's will be available from OGS to the winning proposer.
- If the Contractor desires to accept other than the lowest bid, or where competitive proposals are not possible, justification must be provided to the State for required prior approval.
- OGS shall be free to accept or reject any contract submitted for State's approval.
- All proposals shall be controlled and not opened until the time and date specified in the solicitation. The Company will maintain documentation of the solicitation, if any, and of contract awards.

5.5.5 Drawings and Diagrams

OGS will provide the most up to date set of paper facility drawings/diagrams available for the facility. Contractor shall update these drawings/diagrams upon completion of all project work and upon discovery

of discrepancies during the course of normal building operations. These marked up documents shall be provided to OGS. OGS will make the appropriate changes and return an updated set of documents.

Contractor shall not be obligated to keep system furniture drawings current. All system furniture changes shall be made through OGS.

5.5.6 Meetings

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). The Contractor shall chair all meetings as appropriate.

- Initial Contract Meeting: The Contractor shall be available for an initial job meeting with OGS to review but not be limited to the following: OGS facility use rules, the contract communication chain of command, a review of the Contractor's transition team implementation plan, review of emergency contact directory

- The Contractor's Property Manager will chair monthly "Tenant Committee" meetings at the facility with a representative of each facility tenant. The agenda shall include but not be limited to: Review status and quality of work, Rehabilitation and Improvement, and Repair/Maintenance projects,
    - Review operational and maintenance issues that may affect the facility occupants (i.e.: power shutdowns, elevator maintenance requiring closing down one or more cars, HVAC issues, carpet shampooing, etc.),
    - Review of status of pending Tenant Service Requests.
    - Housekeeping issues (custodial service complaints, recently completed and/or planned project work, etc.),
    - Tenant Health and Safety Issues,
    - New Business.

- The Contractor's Property Manager will chair the Tenant Safety Organization (TSO), meeting at the facility with representatives from each floor or area of the building. The agenda shall include but not be limited to:
    - Review status of readiness of Floor Fire Marshalls, Asst. Marshalls, and Searchers, including conducting periodic checks of issued equipment including safety vests, flashlights, and radios.
    - Review Facility Evacuation Plan
    - Review current roster of TSO members, to insure that it is complete and correct
    - Review completed evacuation drills to discuss possible improvements, and any issues

- Periodic meetings with OGS as requested by OGS such as:
    - Review building maintenance services progress and quality of work.
    - Identify and resolve problems.
    - Coordinate the efforts of all concerned so that the contract progresses smoothly.
    - Maintain a professional working relationship between the Contractor, OGS and tenants of the building.
    - Review and participate in resolving any misunderstandings of the contract.
    - Review and implement working procedures that provide building services at a level satisfactory to OGS and the tenants.
    - Job meeting with contractors

5.5.7 Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). Contractor shall provide a breakdown of pricing reports in a manner that comply with OGS and RPM standards.

- The Contractor shall take and distribute the minutes to all meeting participants as well as OGS, via email, with 5 business days.
- Provide Fire Systems Testing reports within 24 hours to both OGS and the NYS Department of State Office of Fire Prevention & Control, Empire State Plaza, Concourse Room 130, Albany, NY 12242
- Provide a written monthly report to OGS within ten (10) working days of the end of each month including but not limited to:
  - Provide monthly operating and budget reports of expenses to OGS (Refer to Section 5.7)
  - Provide a monthly description of work performed and how it was performed at the facility, e.g. in-house staff and/or sub-contractor.
- Incidents/Accidents must be reported immediately to OGS and written reports must be completed and submitted to OGS immediately, as circumstances allow.
- Other Reports as requested by OGS.

5.6 Operation and Maintenance Responsibilities

5.6.1 Maintain Building Premises

Maintain the building's premises and building systems in accordance with generally accepted standards, manufacturer's recommendations, OGS standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable by the State.

Where specifications or standards are not included herein or later provided by OGS, maintenance shall be in accordance with manufacturer's recommendations and standards. OGS reserves the right to engage the services of contractors to service or install tenant agency specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors at no additional cost.

Contractor shall insure that maintenance and repairs are performed by trained and/or certified technicians as appropriate, and be scheduled so as to minimize interference with the normal operations of the tenants. Contractor will maintain a physical inventory of supplies and tools on hand at all times.

5.6.2 Operation and Maintenance (O&M) Manual

The Contractor will provide an O&M Manual for the building to document the administration, management, and performance of non-maintenance activities to keep the buildings safe and functioning as designed. In addition, the documented maintenance shall include reoccurring preventative maintenance activities necessary to maintain or restore the building systems to a safe and functioning condition.

O&M requirements are determined by the complexity of the building system, program requirements, safety concerns, and special requirements for potentially hazardous practices. In some instances these requirements may refer to, or include, manufacturer instructions and operator manuals specific to the respective building systems.

In the performance of all maintenance/repair work, the contractor will insure that all codes rules, and regulations, and applicable OGS standard operation procedures are followed by all in-house and sub-contractor staff e.g. Code Rule 56 compliance, OGS Hot Works permits etc.

5.6.3 Energy Curtailment Plan

The Contractor shall prepare, submit to OGS within 30 days of when on site services begin, and maintain an energy curtailment plan for the facility. The plan will define specific measures to be taken at the building during an energy emergency situation.

5.6.4 Computerized Maintenance Management System (CMMS)

The Company agrees to implement and maintain a Building Management software program at the Company's sole cost and expense. The software program will be used by the Company to include but not be limited to; work order management, project tracking, inventory of facility assets (building/equipment assets, and report generation. A current building/equipment asset inventory is included at the end of this section under article 5.2.6. OGS will be given access to contractors system as it relates to the Shirley A. Chisholm building

OGS does not currently intend to, but if during the term of the contract OGS may require the Company to use the OGS Computerized Maintenance Management System – AiM (Intelligence in Asset Management) by Asset Works, Inc. OGS will provide the necessary computer, the connections, the software installation, the licensing, and training for the Company's staff.

OGS has provided a listing of building system equipment for the facility, (See Exhibit B-7) based on the best data available, for the Contractor's information and use; however it is the Contractor's responsibility to verify the accuracy and completeness of the equipment inventory, and insure that the inventory is maintained in an accurate and appropriate manner within the CMMS system in use.

5.6.5 On-Call Services

The Contractor shall be on call and be the single initial point of contact to provide on-site, on-call as needed on a twenty-four (24) hour, seven (7) days a week basis.

- The Contractor shall provide On-Call service on an as required basis.
- The responding staff will be required to assess the situation and if it results in a service that qualifies as additional service, the service will be handled as additional service
- -Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis, to ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
- Repairs made due to on-call services will be billable under Item 3 in Pricing.

From the time of the call by the State, the Contractor's representative has a **maximum of one hour** to respond on site at the Facility to address the emergency, and notify the OGS representative as soon as practicable.

5.6.6 Equipment Replacement

Ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment. All substitutes for the original manufacturer's equipment should be ENERGY STAR compliant.

5.6.7 New Equipment Guarantee

Ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to the State if found defective during that time. The Contractor shall obtain cost estimates for extended warranties on new installations and consult with OGS regarding the purchase of such contracts.

5.6.8 Tenant Improvements

Minor Improvements

When requested by the occupying tenant through OGS, the Contractor shall, from time to time, perform "Tenant Improvements," whereby, the Contractor may assess the request as within the scope of work to be done by on site employees (i.e.: install/remove keyboard trays, install bulletin boards, install wall guards, repairing an outlet, moving an outlet, etc.). The Contractor, the occupying tenant, and OGS, shall consult with each other in good faith to determine whether such work shall be completed by in-house staff at no cost or for an agreed upon consideration and such determination will be made prior to the commencement of any work.

Substantial Improvements

Tenants may from time to time request substantial improvements, such as system furniture changes, within their allocated space by submitting a Proposed Project Request from their designated Tenant Representative, to the Facility Manager. The Facility Manager will submit all proposals to OGS for review.

5.6.9 Repairs and Improvements

OGS may from time to time make requests for repairs/improvements under $50,000, and the Contractor shall advance these projects as appropriate. The Contractor's role in advancing such projects shall either be as a construction manager or a general contractor.

a. As a Construction Manager, the Contractor shall be responsible for the entire project from design through construction. The company shall engage architectural/engineering services when necessary to prepare construction documents. They shall also negotiate proposals, enter into contract(s) to advance the construction work, supervise construction, and authorize payments. The actual, fair, reasonable, and necessary projects costs shall be a "pass-through" expense funded by OGS and/or the tenant agency, Consideration for the Contractor's services rendered shall be provided to the Contractor as follows;

    i. If the Contractor's construction management services described above are provided by an employee already compensated from the established Operating Expense Account, then the Contractor will not receive additional fees,

    ii. If the Contractor's construction management services described above is provided by an employee not already compensated from the established Operating Expense Account, then the Contractor shall receive a project-by-project negotiated fee, not-to-exceed 5% of the total project cost.

b. When the Contractor or a subsidiary of the company performs as a General Contractor (employees performing the work), the Contractor shall prepare a detailed construction estimate and schedule of the requested project, for approval by OGS. Additional compensation for oversight/construction management work in this category will not be provided to the Contractor.

Improvements may be designed and/or supervised by OGS or its representatives. In such instances the Contractor shall provide full cooperation to OGS and related contractors for no additional fee.

5.6.10 United States (US) Environmental Protection Agency (EPA) Energy Star

ENERGY STAR is a joint program of the US Environmental Protection Agency and the US Department of Energy helping us all save money and protect the environment through energy efficient products and practices. OGS shall file an Environmental Protection Agency Portfolio Manager survey, a web-based energy usage breakdown for buildings. Portfolio Manager is an interactive energy management tool that allows one to track and assess energy and water consumption of buildings in a secure online environment. OGS shall set-up the Portfolio Manager account that may be shared with the Contractor.

OGS may request assistance from the Contractor with data gathering, data entry, meter readings or any function required to report in Portfolio Manager. This will enable the Contractor and OGS to analyze consumption patterns, and adapt efficiency strategies to have the maximum impact.

The Program rates annual energy performance on a scale of 1-100 relative to similar buildings nationwide. Statistically representative models are used to compare buildings in the portfolio against similar buildings from a national survey conducted by the Department of Energy's Energy Information Administration. A score of 50 indicates that the building, from an energy consumption standpoint, performs better than 50% of all similar buildings nationwide, while a score of 75 indicates that the building performs better than 75% of all similar buildings nationwide. Buildings with a score of 75 or higher may qualify for EPA's ENERGY STAR.

Starting from commencement of the contract resulting from this solicitation, it is expected that the Contractor shall operate the building(s) as safely, economically and efficiently as possible to obtain the highest achievable ENERGY STAR score without compromising industry standards of HVAC and lighting standards. OGS Statewide Energy Group personnel shall prepare and certify the annual Statement of Energy Performance (ENERGY STAR application) in consultation with an OGS or 'other' Professional Engineer or Registered Architect.

5.6.11 OSHA Training Requirements (Occupational Safety & Health Administration)

OGS FACILITY MANAGER'S OBLIGATIONS

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations.

The Contractor/Contractor's Representative(s) shall be responsible for information about the use of Personal Protective Equipment required for the work and where to get the specific items.

CONTRACTOR / CONTRACT EMPLOYEE OBLIGATIONS

General Contract Obligations: Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors shall present to the OGS Facility Manager proof of completion of the OSHA required training for the following three (3) topic areas including but not limited to:

a. Affected Person Lockout/Tag out

b. Hazard Communication,

c. The use of Personal Protective Equipment.

It is the Contractor's responsibility to provide the OGS Facility Manager with all employee updates and/or renewals for the specified training.

Note: Contractor's / Contractor's Employee(s) failure to provide such documentation to the OGS Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the OGS Facility Manager rejecting the employee(s).

5.7 Budgetary Responsibilities

The Contractor's budgetary responsibilities shall include but not necessarily be limited to the following:

5.7.1 Develop Annual Operating Budgets

The annual budget period for Operating Expenses shall be March 1 through February 28.

For the initial budget period, the Contractor shall submit an Operating Expense budget for the balance of that budget period, as well as a budget for the upcoming full year, not later than (60) days after the contract commencement date.

By August 1st of each subsequent year, the Contractor shall, submit an annual Operating Expense budget for the next fiscal year, for the State's approval. All budgets shall list the annual amount and monthly distribution encompassing the three (3) major components listed below:

- Item 1 (Administrative) The budget amounts for Item 1 shall be the yearly amount bid and subject to annual price adjustments per Section 3.5.
- Item 2 (Itemized Building Services) The first annual budget amount for Item 2 shall be the amount bid each of the major service categories, for each facility. In subsequent years, the budget amount for each service will be and subject to annual price adjustments per Section 3.5.
- Item 3 (General Repairs, Supplies & Services) The first annual budget amounts for Item 3 shall be provided by the State to the Contractor in accordance with the bid document. The Contractor shall break out the annual amount provided in the bid, into appropriate detail to show budgeted amounts for all repairs, supplies and services. This detail shall be presented to show both in-house and sub-contractor portions of these amounts. In subsequent years, the budget amount will be subject to annual price adjustments per Section 3.5, and the Contractor shall provide updates to the itemized amounts as appropriate, for OGS review and approval.

The State may change the budgeted amount of Operating Expenses to be placed in the Operating Expense Account at any time, and the Contractor shall operate the facility within the available funds. Funds remaining in this account at the end of the contract are to be transferred back to New York State within thirty days (30), after all obligations have been satisfied.

5.7.2 Improvement Plans and Budgets

Contractor shall submit five year Improvement Plans and Budgets for the facility, based upon a thorough assessment of all building systems and components listing the annual amount and monthly distribution of planned expenditures. These submissions will be concurrent with the Operating Budgets listed in Section 5.6.9 above.

5.7.3 Operating Expense Account

The Company shall set up and maintain in a fiduciary capacity at a bank doing business in the State of New York, an interest bearing Operating Expense Account funded by New York State. This account should be established and ready to receive funds 2 weeks after the contract effective date. The State shall fund the account every six (6) months during the contract term (also see Section 3.6). The state shall be entitled to all interest earned on its designated funds.

Funds in the Operating Expense Account shall be used to purchase all contractual services, supplies and replacement equipment which shall be necessary to properly maintain and operate each Facility as specified in the respective facility Budget. The cost of such items shall be net of any discounts or commissions obtained for purchases. Operating Expenses shall be "net only", and for that purpose shall be reduced by the amounts of any reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance, or the like, received by the Company in connection with such Operating Expenses.

The annual budget period for Operating Expenses shall be March 1 through February 28. Within (30) days of the execution of the contract, the State shall make, or cause to be made the first semi-annual payment into the Operating Expense account. Should the commencement of services not align with the budget period, the initial and final funding shall be pro-rated accordingly. Thereafter, the state shall make or cause to be made semi-annual payments into the Operating Expense Account equal to one-half the estimated Operating Expenses for each applicable operating period by March 1 and September 1. These payments will be adjusted based on semi-annual reviews of the operating budget.

5.7.4 Authorize Payments

Contractor shall review all bills received for services, work, and supplies ordered in connection with maintaining and operating the facility. Payments may only be authorized for services rendered, and for goods actually received.

5.7.5 Report of Expenses

Within 30 days of contract award, Contractor shall develop a monthly Schedule of Payments. The Schedule of Payments shall include all sub-contracted services/expenses as well as Contractor provided services/expenses. For each sub-contracted service including but not limited to of the twelve major service categories included in Contractor's bid, Contractor shall provide a breakdown of sub-contractor's bid to include but not be limited to; administration, labor, materials, supplies, equipment, overhead, profit, and fees. Sufficient detail shall be provided so as to allow the State to value Additional Services, if requested. Contractor shall reconcile monthly, and submit the preceding month's report within the first 10 calendar days of the subsequent month. The report must detail separately, each category of service / expense, and account for every dollar spent within the category. The report must be provided in comparative format to show the budgeted and actual expenses, and provide explanations for any item for which the actual varies significantly from the budgeted amount. When necessary, develop plans to address any possible funding shortfalls. Also see Section 5.7.1.

5.7.6 Independent Accountant's Annual Review

The Contractor shall contract with an independent third party Certified Public Accountant registered to do business in New York State, to perform and submit a yearly (prior fiscal year) review of the Contractor's financial statements of actual operating expenses. This nature and scope of this review shall be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The report shall be submitted to OGS within ninety (90) days after the end of each operating period (by May 31st).

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

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A – January 2014
2. The Contract – Appendix D I
3. Solicitation Number **1915** (This Document)
4. Selected Contractor's Proposal

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/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals 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/Proposer 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/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

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 Contract. 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 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, Purchasing 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.

    i. 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.

    i. 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.

    ii. 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.

iii. 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.

i. 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.

ii. 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.

Contractor acknowledges that failure to obtain 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.

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.state.ny.us. 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, RIFM Office, 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)."

G. Employee Dishonesty Coverage
Employee dishonesty coverage on money, securities or property other than money and securities including property in the care custody or control of the contractor in an amount equal to the total annual budget for which the contract is awarded. The coverage shall include all employees

including contract and temporary, whether identified or not, acting alone or in collusion with others at the building for which the contract is awarded.

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.

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

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

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

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 Contractor's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: http://www.tax.ny.gov/

6.5 Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

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. 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 Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus 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. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

II. General Provisions

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

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. 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, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section and/or enforcement proceedings as allowed by the Contract.

III. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
   1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
   2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 - Staffing Plan.

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

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

1. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

2. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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.

IV. Contract Goals

A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% 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 the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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 VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of the Contract that the Bidder intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges 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. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued; Bidder 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 Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, 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.

E. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
   1. If a Bidder fails to submit a MWBE Utilization Plan;
   2. If a Bidder fails to submit a written remedy to a notice of deficiency;
   3. If a Bidder fails to submit a request for waiver; or
   4. If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

G. Bidder/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.

VI. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver 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 V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. Contractor 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.

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance 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, 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.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

A. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

B. 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.

C. 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.

D. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

E. 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.

F. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, 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 work 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, 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 email 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 his or her 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 IX below.

IX. 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. If, after Contractor has been afforded due process to respond to the allegation that it willfully or intentionally failed to comply with the MWBE participation goals, OGS determines that Contractor is liable for 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

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6.6 Freedom of Information Law / Trade Secrets

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

SHOULD YOU FEEL YOUR FIRM'S PROPOSAL/PROPOSAL 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 PROPOSAL/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

6.7 General Requirements

a. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.

b. The Proposer 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.

c. The Proposer 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.

d. The Proposer 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.

e. 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.

f. 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.

g. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

h. The Commissioner of General Services will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

i. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with the Commissioner of General Services.

j. 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.

k. 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 proposer 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 proposal, 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.

l. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

m. 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 Solicitation, 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 Solicitation, 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 Solicitation.

Any contract resulting from this Solicitation 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 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 bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP.
15. Prior to the bid opening, amend the IFB/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.

6.10 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.

6.11 Debriefings

Proposers 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 proposer's bid or proposal. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the solicitation, regarding the reason that the proposal or proposal submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm

6.12 Termination

A) Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP/IFB 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 RFP/IFB upon ten (10) days written notice if the Contractor makes any arrangement for 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 RFP/IFB, 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/IFB 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.

6.13 NYS Standard Vendor Responsibility Questionnaire

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

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

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

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

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

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

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

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

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

6.14 Ethics Compliance

All proposers/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.

6.15 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.

6.16 Appendices and Exhibits

The Proposer's attention is directed to the appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

6.17 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.

6.18 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies 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" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS 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.

6.19 Encouraging Use of NYS 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, bidders/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.

Bidders/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, bidders/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 bidders/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.

6.20 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may

be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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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. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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.

RFP 1915

Appendix B – Required Forms

Contractor Information
SOLICITATION NUMBER 1915

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)

_____Ext. _____ _____Ext._____
(Telephone Number) (Toll Free Phone)

_____ _____
(Fax Number) (Toll Free Fax Number)

_____
(E-mail)

New York State Small Business	Circle One:	Yes	No
New York State Certified Minority Owned Business	Circle One:	Yes	No
New York State Certified Woman 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/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: Governmental Entity:	_____YES _____NO _____
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)	_____ _____

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:

_____

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.

Print Name _____

Signature _____

Title: _____

Date: _____

Contractor Company 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.

EMPLOYEE INFORMATION TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

OSC Use Only:
Reporting Code:
Category Code:
Date Contract Approved:

FORM A

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term

State Agency Name: Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Title: Phone #:
Preparer's Signature:
Date Prepared: / /
(Use additional pages, if necessary) Page of

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page of

NYS Department of Taxation and Finance - FORMS

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

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)

ST-220-CA

(12/11)

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

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

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

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

*(Mark an **X** in only one box)*

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

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

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

Sworn to this ____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

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

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

When to complete this form

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

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he 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 a _____

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

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

_____
Notary Public

Registration No.
_____

Privacy notification

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

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

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

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

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

Need help?

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

Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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

New York State Department of Taxation and Finance

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?

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

Telephone assistance

Sales Tax Information Center:	(518) 485-2889
To order forms and publications:	(518) 457-5431
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):	(518) 485-5082

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

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

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

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to 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)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

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:

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

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

☐ (If a corporation): _he is the _____

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

☐ (If a partnership): _he is a _____

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

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

_____
Notary Public

Registration No. _____

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..

   No ☐ Yes ☐

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.

SMALL BUSINESS CERTIFICATION

In accordance with New York State Finance Law, Section 163(j), the contractor certifies that it:

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

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

"Small business" shall mean a business which:

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

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this 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: Title:	Printed or Typed Name: Date:

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Division of Service-Disabled Veterans' Business Development

Attachment

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below:

Are you a bidder/proposer that is a NYS-certified SDVOB? ☐ **Yes** ☐ **No** **If yes, what is your DSDVBD Control #?** _____

Will NYS-certified SDVOBs be used in the performance of this contract? ☐ **Yes** ☐ **No**

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 2:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 3:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 4:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

Contractor will report on actual participation by each SDVOB during the term of the contract on a semi-annual basis to the Office of General Services Division of Service-Disabled Veterans' Business Development. See http://ogs.ny.gov

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: http://www.ogs.ny.gov/Core/SDVOBA.asp, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

Appendix C

Sample Contract

RFP No. 1915

SAMPLE

STATE OF NEW YORK

OFFICE OF GENERAL SERVICES

AGREEMENT FOR

Integrated Faculty Management

AT THE SHIRLEY A. CHISHOLM STATE OFFICE BLDG.

IN NEW YORK, NY

WITH

(CONTRACTOR)

CONTRACT # OGS01-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2016 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 _____.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the Integrated Facility Management at the Shirley A. Chisholm State Office Building located at 55 Hanson Place, Brooklyn, New York (hereinafter the "State Office Building") 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 Integrated Facility Management, 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 (SERVICE PROVIDED) 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.

SAMPLE

2. TERM

This Agreement shall commence upon OSC approval 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. 1915, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

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

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 for 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

SAMPLE

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

SAMPLE

(ii) This contract agreement
(iii) Appendix B – Solicitation #1915 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.

SAMPLE

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.

SAMPLE

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

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

21. CONTRACTOR RESPONSIBILITY

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

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

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

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

SAMPLE

CONTRACT NO. OGS01-00XXXX-1140000

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

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

(**Company Name**)

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

THE PEOPLE OF THE STATE OF NEW YORK

By:_____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

SAMPLE

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:** _____

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

Appendix B

Request for Proposal 1915

Appendix C

Contractor’s Proposal

Appendix D

Prevailing Wage Rate Schedule

RFP 1915

Appendix D – Prevailing Wage Rates

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor*:*

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** — First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

- **Criminal Penalty** — First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year.
  Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.state.ny.us* or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER…

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure …

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure …
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrician Lineman	1249a West	60		☐
Electrician Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrician Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrician Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers - Building	785(7)	4	9, 13, 54	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32	5	☐
Mason-Building	3B-Z3.Orleans	37		☐
Mason-Residential	3B-Z3R	15, 32	5	☐
Mason-Residential	3B-Z3R.Orleans	37		☐
Mason-Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher-Residential	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher-Residential	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher-Residential	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter	3TS-Z3	15, 32, 37	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy & Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Painter	150	28, 59, 62	26, 35	☐
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	☐
Teamsters-Building/Heavy & Highway	456	40, 60		☐
				☐
				☐
				☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2 ,5	☐
Carpenter-Building	276B-Cat	15	5	☐
Carpenter-Building	276-B-B-Liv	26, 28, 35, 59	61	☐
Carpenter-Building	276B-Gen	19, 32, 37	61	☐
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	☐
Carpenter-Heavy & Highway	276HH-All	2, 5, 7		☐
Carpenter-Heavy & Highway	276HH-Erie	15		☐
Carpenter-Heavy & Highway	276HH- Gen	19, 32, 37, 61		☐
Carpenter-Heavy & Highway	276HH-Liv	26, 28, 35, 59		☐
Carpenter-Residential	276R-All	7	2, 5	☐
Carpenter - Building	277B-Bro	4, 54		☐
Carpenter - Building	277B-Cay	6, 50, 62		☐
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	☐
Carpenter - Building	277 JLS	23, 25, 45		☐
Carpenter - Building	277 omh	22, 27, 33		☐
Carpenter - Building	277 On	34		☐
Carpenter - Building	277 Os	38		☐
Carpenter - Building	277CDO Bldg	9, 13, 39		☐
Carpenter - Heavy & Highway	277CDO HH	9, 13, 39		☐
Carpenter - Heavy & Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62		☐
Carpenter - Heavy & Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		☐
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		☐
Carpenter - Building	291B-Cli	10, 16, 17		☐
Carpenter - Building	291B-Ham	21, 57, 58		☐
Carpenter - Building	291B-Sar	46		☐
Carpenter - Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Electrician	25m	30, 52		☐
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	☐

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Kings County General Construction

Asbestos Worker 10/01/2015

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	08/01/2015 Additional
Abestos Worker Removal & Abatement Only*	$ 45.00	$ 0.50/Hr

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Abestos Worker Removal & Abatement Only	$ 7.20

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 7.20

4-12a - Removal Only

Boilermaker 10/01/2015

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2015
Boilermaker	$ 51.56
Repairs & Renovations	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Boilermaker Repairs & Renovations	32% of hourly Wage Paid + $25.19

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2015	10/17/2015
Core Drilling:		
Driller	$ 36.82	+ Additional $ 2.21
Driller Helper	$ 29.44	+ Additional $ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	$ 20.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	10/17/2015
Driller and All Helpers	$ 22.79	$ 22.79

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2015
Timberman	$ 45.60

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2015
	$ 47.05

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$18.24	$22.80	$29.64	$36.48

Supplemental benefits per hour:
$ 31.92

8-1556 Tm

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2015

Building
Millwright $ 48.44
+ Additional
$ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)* on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$26.64	$31.49	$36.33	$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$32.81	$36.15	$40.63	$46.21

8-740.1

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015

Marine Construction:

Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 46.09

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

8-1456MC

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES
Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Per hour: 07/01/2015

Carpet/Resilient Floor Coverer	$ 49.88

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 44.07

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015

Piledriver	$ 50.50
Dockbuilder	$ 50.50

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker $ 47.03

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:

Apprentices $ 31.90

8-1556 Db

Carpenter 10/01/2015

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES
Per hour: 07/01/2015

Show Exibit/
Carpenter $ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/
Carpenter $ 46.26

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:
Apprentices $ 31.52

8-EXHIB

Carpenter - Building **10/01/2015**

JOB DESCRIPTION Carpenter - Building **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES

Per hour:	07/01/2015	07/01/2016
Building:		
Carpenter	$ 50.50	Additional $ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 45.85

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building	$ 20.20	$ 25.25	$ 32.83	$ 40.40

Supplemental benefits per hour for all Apprentices:

Building	$ 31.11

8-NYC Bldg.

Carpenter - Heavy&Highway 10/01/2015

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2015
Heavy&Highway Carpenter	$ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Heavy & H/way Carpenter	$ 47.03

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (18, 19) on HOLIDAY PAGE
Paid : for 1st & 2nd yr Apprentices	See(5,6,11,13,16,18,19,25)
Overtime:	See(5,6,11,13,16,18,19,25) on holiday Page

REGISTERED APPRENTICES
Wage per hour:
(1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$20.20	$25.25	$32.83	$40.40

Supplemental Benefits:
Per Hour paid

All Apprentices	$31.90

8-NYC H/H

Electrician 10/01/2015

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015
Tree Trimmer	$ 27.88
Ground Person	$ 18.43

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
Per hour paid:

Tree Trimmer	$ 10.44
Ground Person	$ 6.90

OVERTIME PAY
See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holidys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY
HOLIDAY:
Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Electrician 10/01/2015

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2015

Electrician
H - Telephone $ 27.50

Maintenance and Jobbing-Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
Journeyworker $ 20.82
22.54*
* Applies to overtime hours

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician 10/01/2015

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid:	07/01/2015	03/09/2016
Service Technician	$ 31.40	$ 32.00

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	$ 14.76	$ 15.47

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician 10/01/2015

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2015
Electrician and Audio/Sound	$54.00

SUPPLEMENTAL BENEFITS

Per Hour:	
Journey Worker	$50.03
	53.41*
Journey Worker Temporary Light/Power	$24.39
	27.27*

* Applies when premium wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of $113,700 for the same employer.

OVERTIME PAY
See (A, H) on OVERTIME PAGE
See (B) for Temporary Light and Power

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:

One (1) year terms - Apprentices registered before 05/10/2007.

	07/01/2015
Fifth term/MIJ:	
1-18 mos	$ 26.80

One (1) year terms - Apprentices registered after 05/10/2007.

First term:	07/01/2015
0-6 mos.	$ 13.00
7-12 mos.	14.00
Second term:	
0-6 mos.	$ 15.00
7-12 mos.	$ 16.00
Third term:	
0-6 mos.	$ 17.00
7-12 mos.	18.00
Fourth term:	
0-6 mos.	$ 19.00
7-12 mos.	21.00
Fifth term/MIJ:	
0-12 mos.	$ 23.00
13-18 mos.	23.00

Supplemental Benefits per hour:

One (1) year terms - Apprentices registered prior to 05/10/2007.
Fifth term/MIJ:

	07/01/2015
1-18 mos	$ 20.47
	22.15

One (1) year terms - Apprentices registered after 05/10/2007:

	07/01/2015	
First Term:	Regular	Overtime
0-6 mos.	$11.61	$12.47
7-12 mos.	12.12	13.05
Second Term:		
0-6 mos.	$12.63	$13.62
7-12 mos.	13.14	14.19
Third Term:		
0-6 mos.	$13.65	$14.77
7-12 mos.	14.16	15.34
Fourth Term:		
0-6 mos.	$14.67	$15.92
7-12 mos.	15.68	17.07
Fifth Term/MIJ:		
1-12 mos.	$18.56	$20.00
13-18 mos		

9-3

Electrician 10/01/2015

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2015
Electro Pole Electrician	$ 54.00
Electro Pole Foundation Inst.	$ 40.93
Electro Pole Maintainer	$ 35.05

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2015
Electro Pole Electrician	$ 51.86
	55.25*
Electro Pole Foundation Inst.	39.46
	42.02*
Electro Pole Maintainer	35.51
	37.71*

* Applies when premium wages are paid
Note:Reduce benefit rate by 6.2% for any employee who has accumulated wages in $113,700 for the same employer.

OVERTIME PAY
See (A, *B, **E4, F, K) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3J

Elevator Constructor 10/01/2015

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2015	03/17/2016
Elevator Constructor	$ 59.55	$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 35.17	$ 36.86
Modernization & Service/Repair	34.21	35.87

OVERTIME PAY
Constructor. See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	$ 28.93	$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.15	33.75
Modernization & Service/Repair		
1st Term	$ 28.85	$ 30.37
2nd Term	29.21	30.73
3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Glazier **10/01/2015**

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour:

	07/01/2015	11/01/2015	05/01/2016
Glazier	$ 52.20*	$ 52.80*	+Additional $ 1.50
Scaffolding	$ 53.20*	$ 53.80*	+Additional $ 1.50

Scafolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance $ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $121,550

*Additional $ .05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	$ 28.04	$ 28.29
Repair & Maintenance	16.14	16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:
(1) year terms at the following wage rates:

	07/01/2015	11/01/2015
1st term	$ 17.70	$ 17.95
2nd term	25.85	26.20
3rd term	31.19	31.54
4th term	41.71	42.14

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.84	$ 13.99
2nd term	19.10	19.26
3rd term	20.97	21.13
4th term	24.32	24.57

8-1281 (DC9 NYC)

Insulator - Heat & Frost 10/01/2015

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	12/28/2015
Insulators Heat & Frost	$ 63.66	Additional $0.90/Hr

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	$ 31.51

OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

1 year terms at the following percentage of Journymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	2nd	3rd	4th
$12.60	$18.91	$22.06	$25.21

4-12

Ironworker 10/01/2015

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2015
Reinforcing & Metal Lathing	$ 53.63

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing	$ 31.95

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

1st term	2nd term	3rd term
$ 23.01	$ 28.11	$ 33.21

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term
$ 18.18	$ 18.18	$ 18.18

4-46Reinf

Ironworker 10/01/2015

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	01/01/2016
Ornamental	$ 43.20	$ 1.25/Hr
Chain Link Fence	43.20	Additional
Guide Rail Installation	43.20	

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:	$ 48.16

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	$ 36.97
2nd Term	38.10
3rd Term	39.22
4th Term	41.46
5th Term	43.69

4-580-Or

Ironworker 10/01/2015

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2015	01/01/2016
IRONWORKER:		
		An Additional
Ironworker Rigger	$ 56.09	$ 1.36
Ironworker Stone Derrickman	$ 56.09	$ 1.36

SUPPLEMENTAL BENEFITS
Ironworker: $ 38.37

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2015	$28.05	$28.05	$39.26	$44.87	$50.48	$50.48

Supplemental benefits:

Per hour paid:	$19.19	$19.19	$28.78	$28.78	$28.78	$28.78

9-197D/R

Ironworker 10/01/2015

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2015
Ironworker:	
Structural	$ 48.75
Bridges	
Machinery	

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$ 67.83

OVERTIME PAY
See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 25.48
2nd	26.08
3rd - 6th	26.68

Supplemental Benefits
PER HOUR:

All Terms	47.32

4-40/361-Str

Laborer 10/01/2015

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *
* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17**: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour)	07/01/2015
Laborer (Tunnel)-FREE AIR:	
Group 14	$ 62.12
Group 16	$ 59.44
Group 17**	$ 54.92

Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

**An additional $3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: For jobs bid before July 1, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10.00 per day.

SUPPLEMENTAL BENEFITS
Per hour paid:

GROUP 14	$ 41.82**
	$ 41.50*
GROUP 16	$ 40.05**
	$ 39.73*
GROUP 17	$ 37.07**
	$ 36.75*
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway& Vehicular Tunnels	80% of rates above

* For projects bid prior to 07/01/2014

OVERTIME PAY
OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling
* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer 10/01/2015

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2015

Laborer/Excavation:

**Asbestos and Lead Abatement & Removal,Hazardous Waste Removal (including soil)	$ 40.50
Basic	40.50
Flagman	40.50
Pipelayer	40.50
*Tree Work, *Landscape	40.50

*Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	$ 36.63

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
++ Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday.When an observed holiday falls on a Saturday,work done shall be paid at double time.

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following hourly wage rate.

		07/01/2015
1st	0-1000	$ 19.93
2nd	1001-2000	$ 23.91
3rd	2001-3000	$ 29.89
4th	3001-4000	$ 35.87

Supplemental Benefits per hour paid:

All Apprentices	$ 34.88

9-731Ex

Laborer 10/01/2015

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2015

Laborer:	
Laborer-Concrete (including flag person)	$ 41.48

SUPPLEMENTAL BENEFITS
Per Hour Worked
$ 26.17

OVERTIME PAY
OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
See (B,E,Q,) for work below street level to top of foundation.

For Work done on Saturdays add an additional $2.75 per hour to Supp. Benefits.
For work done on Sundays & Holidays add an additional $5.50 per hour to Supp. Benefits.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
Terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd
Hours:	0-500	501-2000	2001-4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour Worked)

0-500 hrs	501-1000 hrs	1001-2000 hrs	2001-4000 hrs

$15.29+ $2.75*	$15.29+ $3.58*	$20.67+ $3.58*	$20.67+ $4.40*

*This mount subject to same premium as wages
NB Journeyman rate applies after 4000 hours

9-6A/18A/20-C

Laborer - Building 10/01/2015

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015	01/01/2016
Building:		
Plasterer Tender and Spray Fireproofing.	$ 38.67**	An additional $ 0.95

** To calculate premium wage, subtract $2.00 from hourly wage

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker $ 26.02

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
07/01/2014	$22.39*	23.54*	25.29*	27.95*

* Before calculating premium wage deduct $1.00

Supplemental Benefits per hour paid:

Apprentices: 1st and 2nd terms $ 17.44

3rd and 4th terms $ 17.49

9-30 (79)

Laborer - Building 10/01/2015

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015
Laborer/Asbestos, Lead and Hazardous Material Abatment	$ 36.00

SUPPLEMENTAL BENEFITS
Per Hour:

Laborer $15.95

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following;

Per Hour:	07/01/2015
1st term	$27.96
2nd Term	$28.66
3rd Term	$29.72
4th Term	$31.84

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS $15.95

4-NYDC(78)

Laborer - Building 10/01/2015

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2015	01/01/2016 An Additional
Skilled Interior Demolition Laborer:	$ 36.46	$ 0.75
General Interior Demolition Laborer:	$ 25.65*	$ 0.75

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

SUPPLEMENTAL BENEFITS
Per Hour paid:

Skilled Interior Demolition Laborer:	$ 21.13
General Interior Demolition Laborer:	$ 15.45

OVERTIME PAY
See (B, B2, E, E2, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
$ 22.64	$ 23.74	$ 25.33	$ 27.83

Supplemental Benefits per Hour paid:

All Apprentices $ 16.24

9-MTDC (79-ID)

Laborer - Building 10/01/2015

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2015 01/01/2016

		An Additional
Skilled Demolition Laborer:	$ 37.52	$ 0.75
General Demolition Laborer:	$ 26.40*	$ 0.55

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

	07/01/2015
Per hour paid:	
Journeyworker:	
Skilled Demolition Laborer:	$ 24.86
General Demolition Laborer:	$ 18.38

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
22.17	23.32	24.97	27.53

Supplemental Benefits per hour paid:

$ 16.33

9-79/95

Laborer - Building 10/01/2015

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015	01/01/2016
Basic Laborer and Mason Tender	$ 38.67	An additional $ 0.95

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015
Basic Laborer and Mason Tender	$ 26.02

OVERTIME PAY
See (B, B2, E, E2, I, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE
(Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th

Basic Laborer and Mason Tender	$ 22.39	$ 23.54	$ 25.29	$ 27.95

Supplemental Benefits per hour paid:

Apprentices:

1st and 2nd terms
$ 17.44

3rd and 4th terms
$ 17.49

9-MTDC(79)

Laborer - Concrete & Asphalt Paving 10/01/2015

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Equipment Operator, Small Power Tool Operator, Play Equipment Installer, Landscape Planting & Maintenance, Temporary Fence Installer & Repairs, Laborer.

Group 2: Shoveler, Small Equipment Operator on Asphalt work.

Per hour:	07/01/2015
Concrete Formsetter	$ 45.45
Asphalt Screedman / Micro Paver	45.45
Asphalt Raker	44.85
Group 1	40.98
Group 2	41.56

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015
Journeyman	$ 36.92

OVERTIME PAY
See (B, *E, **Q) on OVERTIME PAGE
* Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday
** Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
HOLIDAY:	
Paid:	See (5,20)* on HOLIDAY PAGE.
Holiday:	
Overtime:	See (21,22)** on HOLIDAY PAGE.
	See (13)*** on holiday page.

* Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked.
**If an employee works on any of these unpaid holidays, employee will receive the single rate plus 25%.
*** Unpaid if not worked,if worked shall receive single time rate plus one day's pay for the holiday.

REGISTERED APPRENTICES
Wage per hour:

2000 hours term at the following percent of Journeyman Laborer Group 1 rate.

1st term	2nd term
1-2000	2001-4000
$ 27.05	$ 28.69

Supplemental Benefits per hour paid:

2000 hours term at the following percent of Journeyman Laborer Group 1 rate.

1st term	2nd term
1-2000	2001-4000
$ 17.12	$ 17.12

9-1010H/H

Laborer - Trac Drill 10/01/2015

JOB DESCRIPTION Laborer - Trac Drill **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour Paid:	07/01/2015
Hydraulic Trac Drill	$ 51.10
Hydraulic Trac Drill Chuck Tender	44.10
Air Trac, Wagon, Quarry Bar	50.31
Power Tool (Chipper & Jackhammer)	49.27
Chuck Tender & Nipper	43.35
Blaster	55.74
Blaster Hydraulic	56.56
Powder Carrier	45.38
Magazine Keeper	29.53

SUPPLEMENTAL BENEFITS

Per Hour Paid:	07/01/2015
All Classifications	$ 26.94 plus $5.50*

* This portion subject to same premium as overtime wages

OVERTIME PAY
Magazine Keeper See (B2,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid: See (5,6,11,13) on HOLIDAY PAGE.
For Magazine Keepers See (1) on HOLIDAY PAGE

Overtime: See (5,6,11,13) on HOLIDAY PAGE.

9-29

Laborer - Tunnel 10/01/2015

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
GROUP 6: Tunnel Workers* * (including Miners, Drill Runners,Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men,Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

	07/01/2015
Laborer(Compressed Air):	

GROUP 6	$ 62.83
GROUP 7	$ 61.68
GROUP 8,9	$ 60.56
GROUP 10	$ 52.98

Note: For jobs bid before July l, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10. per day.

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS:
per hour:

GROUP 6	$ 42.09**
GROUP 7	$ 41.35**
	$ 41.28*
GROUP 8,9	$ 40.57**
	$ 40.50
GROUP 10	$ 38.80**
	$ 38.73*

* For bids prior to 07/01/2014

OVERTIME PAY
See (D, M, *R) on OVERTIME PAGE
NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason 10/01/2015

JOB DESCRIPTION Mason **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Brick/Blocklayer	$ 54.81

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer	$ 23.23

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices	$ 15.95

4-1Brk

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Building:		An additional	An additional
Tile Finisher	$ 41.98	$0.97	$0.97

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker $ 21.50*
plus $6.90

* This portion of benefits subject to the same premium as overtime wages

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
*Double time rate after 10 hours on Saturdays

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2015	01/01/2016
Marble Cutters& Setters	$ 56.53	$ 56.89

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 31.17	$ 32.06

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
$22.61	$25.44	$28.27	$31.09	$33.92	$36.74	$39.57	$42.40	$48.05	$53.70

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$22.87	$23.55	$24.26	$24.95	$25.63	$26.32	$27.03	$27.72	$29.09	$30.48

9-7/4

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	01/01/2016
Building-Marble Restoration:		An Additional
Marble, Stone & Terrazzo Polisher, etc	$ 39.50	$ 0.75

SUPPLEMENTAL BENEFITS

Per Hour Paid:
Journeyworker:

Building-Marble Restoration:
Marble, Stone & Polisher $ 23.88

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:
(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2015	$ 27.48	$ 31.40	$35.33	$ 39.25

Supplemental Benefits Per Hour:

07/01/2015				
	$ 21.49	$ 22.12	$ 22.75	$ 23.38

9-7/24-MP

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Tile Setters	$ 54.31	An additional $ 1.30	An additional $1.30

SUPPLEMENTAL BENEFITS

Per Hour:

Tile Setter $ 24.35*
plus $ 7.05

* This portion of benefit is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*E, Q, V) on OVERTIME PAGE
* Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:
(750 hr)terms at the following wage rate:

Term: 1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6750-7500
$27.45	$30.71	$34.96	$39.98	$41.99	$44.96	$46.70	$50.45	$52.61	$53.58

Supplemental Benefits per hour:

1st term	$ 14.70* plus $0.72	6th term	$ 17.85* plus $1.51
2nd term	$ 15.70* plus $0.76	7th term	$ 16.10* plus $5.81
3rd term	$ 15.70* plus $0.80	8th term	$ 16.60* plus $5.85
4th term	$ 16.60* plus $1.17	9th term	$ 18.35* plus $6.22
5th term	$ 16.85* plus $1.19	10th term	$ 21.62* plus $6.27

* This portion of the benefit is subject to same premium as overtime wages.

9-7/52

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:

	07/01/2015	01/01/2016
Wages per hour:		An Additional
Mosaic & Terrazzo Mechanic	$ 50.71	$ 1.15
Mosaic & Terrazzo Finisher	$ 49.10	$ 1.15

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic	$ 32.36
Mosaic & Terrazzo Finisher	$ 32.35

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th	7th	8th
$25.35	27.87	30.42	32.94	35.49	38.02	43.08	48.16

Supplemental benefits per hour:

16.19	17.81	19.42	21.05	22.66	24.28	27.52	30.75

9-7/3

Mason - Building 10/01/2015

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	01/01/2016
Marble, Stone,etc.		
Maintenance Finishers:	$ 21.57	$ 21.76

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:		
Marble, Stone, etc		
Maintenance Finishers:	$ 12.20	$ 12.41

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: (750 hour)terms at the following percentage of journeyman's wage rate:		07/01/2015
1st term	0-750	70%
2nd term	750-1500	74%
3rd trem	1501-2250	78%
4th term	2251-3000	82%
5th term	3001-3750	88%
6th term	3751-4500	96%

Supplemental Benefits: Per hour paid	
1st term	$ 11.92
2nd term	11.93
3rd term	11.94
4th term	11.95
5th term	11.96
6th term	11.98

9-7/24M-MF

Mason - Building / Heavy&Highway 10/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	01/01/2016 An Additional
Marble-Finisher	$ 45.08	$ 0.90

SUPPLEMENTAL BENEFITS

Journeyworker: per hour paid	
Marble- Finisher	$ 30.41

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway 10/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Cement Mason $ 45.88

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason $ 32.80

OVERTIME PAY
See (*B1, E2, **Q, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** "Holidays" only for Building Construction
*** Additional $10.18 to be added to all Time and a Half hours paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.40
2nd Term	19.68
3rd Term	25.99

4-780

Mason - Building / Heavy&Highway 10/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.
Per Hour:
07/01/2015

Stone Setter $59.14

Stone Tender $41.11

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 28.10
Stone Tender	18.37

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of
Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $18.31

4-1Stn

Mason - Heavy&Highway 10/01/2015

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Pointer, Caulkers & Cleaners $ 47.41

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers $ 24.60

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 25.01	$ 27.25	$ 32.24	$ 38.66

Apprentices Supplemental Benefits:
(per hour paid)

$ 4.75	$ 9.70	$ 12.45	$ 12.45

4-1PCC

Operating Engineer - Building 10/01/2015

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE:Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)	07/01/2015	07/01/2016 An Additional
Building Construction:		
Party Chief	$ 66.52	$ 2.64
Instrument Man	$ 52.95	$ 2.25
Rodman	$ 36.24	$ 1.78
Steel Erection:		
Party Chief	$ 67.76	$ 2.52
Instrument Man	$ 54.07	$ 2.16
Rodman	$ 38.11	$ 1.73
Heavy Construction-NYC counties only: (Foundation, Excavation.)		
Party Chief	$ 72.18	$ 2.80
Instument man	$ 54.57	$ 2.30
Rodman	$ 46.74	$ 2.08

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Steel Erection Only	$ 19.80* + 6.65
All Other Classifications	$ 20.05* + 6.65

* This portion subject to same premium as wages

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction — 10/01/2015

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature;Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on jobsite), Skid-Steer and similar machines

Group 2:Maintenance of: Pumps, Generators,Mixers,Heaters

Group 3: Oilers of all gasoline, electric, deisel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses,Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumilator for shield-driven tunnels, in addition to the performance of other duties:Handling,installation, jointing, coupling of all perminent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer.The Operating Engineer on autograde(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour:	07/01/2015	07/01/2016
Steel Erection:		An additional
Group 1	$ 65.97	$ 2.52
Group 2	62.15	2.42
Group 3	48.84	2.06
Building Construction:		
Group 1	$ 63.08	$ 2.58
Group 2	50.42	2.22
Group 3	60.28	2.50
Group 4	46.41	2.11
Group 5	40.91	1.95
Heavy Construction:		
Group 1	$ 47.24	$ 2.13
Group 2	48.31	2.16
Group 3	87.74	3.28
Group 4	68.31	2.73

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
All Classifications	$ 21.25* plus $6.90

* This portion of benefits subject to same premium as wages.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2015	$29.80	$35.80	$38.76	$41.72

Supplemental Benefits:
Per Hour:
All Apprentices: $ 9.50* Plus 6.90
* This portion of benefits subject to same premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway 10/01/2015

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour:	07/01/2015	07/01/2016 An Additional
Maintenance Engineer (Sewer Systems)	$ 68.31	$ 2.73

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Journeyman $ 21.25*
plus $ 6.90
*This porion of benefits subject to same premium as wages.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
$29.80	$35.80	$38.76	$41.72

Suppllemental Benefits:
Per Hour:

All Apprentices: $ 9.50*plus an additional $ 6.90
* This portion of benefits subject to the same premium as overtime wages

9-15Sewer

Operating Engineer - Building & Steel Erection 10/01/2015

JOB DESCRIPTION Operating Engineer - Building & Steel Erection **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour: 07/01/2015
STEEL ERECTION:

Three Drum Derricks	$ 83.85
Cranes,Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	$ 80.82
Compressors, Welding Machines, Bridge Inspection Machines, Moog and machines of a similar nature)	$ 50.54
Compressors(Not combined with welding machines)	$ 48.43

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes	$ 80.36
Double Drum	$ 76.21
4 Pole Hoists and Single Drum Hoists	$ 73.82
Fork Lifts,Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	$ 67.72
House Cars and Rack & Pinion	$ 59.99
*House Cars (New Projects)	$ 49.15
Erecting and dismantling Cranes	$ 74.54
Compressors, Welding Machines(Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power(Power-Vac)used to drive auxiliary equipment Air, Hydraulic,etc.,Boilers, Jacking System	$ 52.30

*APPLIES TO PROJECTS STARTED AFTER 07/01/2011.

APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	$ 1.75/hr
150' to 249' "	2.00/hr
250' to 349' "	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
All Operator Classes	$ 20.20* plus $ 5.70

* This portion of the benefits is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*C, **D, O) on OVERTIME PAGE
*Applies to Building Construction category
**Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Codes 8 and 12 apply ONLY to Steel Erection
Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

1st	2nd	3rd
$35.79	$43.13	$50.47

Supplemental Benefits Per Hour:

Straight Time	$ 9.95*

plus $ 5.70
* This portion of benefits subject to the same premium as shown for overtime wages.

9-14 B&S

Operating Engineer - Heavy Construction 1 — 10/01/2015

JOB DESCRIPTION Operating Engineer - Heavy Construction 1 **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autograde (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21 Paving-Asphalt Plant

Group 22: Roller (non paving, all sizes)

WAGES:(per hour)	07/01/2015
Group 1	$ 96.54
Group 2	80.74
Group 3	83.12
Group 4	81.29

Group 5	79.81
Group 6	76.87
Group 7	78.20
Group 8	76.14
Group 9	74.64
Group 10	71.65
Group 11	67.34
Group 12	68.70
Group 13	69.19
Group 14	62.70
Group 15	53.73
Group 16	50.36
Group 17	72.71
Group 18	50.08
Group 19	76.14
Group 20	74.32
Group 21	63.85
Group 22	74.32

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour addiional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015
Groups 1-22
Regular Time $ 20.20* plus $ 5.70

* This portion of benefits subject to the same premium as shown for wages.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd
Groups 1-22	$35.79	$43.13	$50.47

Supplemental Benefits:
Per Hour:
Groups 1-22
Regular Time $ 9.95* plus $ 5.70

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2 — 10/01/2015

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Rooustabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25:Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks,Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28:Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour)	07/01/2015
Group 23	$70.51
Group 24	68.60
Group 25	65.40
Group 26	62.22
Group 27	44.99
Group 28	65.40

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour addiional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Groups 23-28

Regular Time $ 21.25* plus $6.90

* This portion of benefits subject to the same premium as shown for wages.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	$29.80	$35.80	$38.76	$41.72

Supplemental Benefits:
Per Hour:
Groups 23-28

Regular Time $ 9.50* plus $ 6.90

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-15 HC

Operating Engineer - Marine Construction 10/01/2015

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2015
CLASS A	
Operator, Leverman, Lead Dredgeman	$ 35.63

CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)$ 0.06	
Boat Operator	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)$ 0.09	

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2015
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 10/01/2015

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2015	07/01/2016
Survey Classifications		An Additional
Party Chief	$ 37.04	$ 2.24
Instrument Man	30.59	1.98
Rodman	26.52	1.82

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 19.10

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter 10/01/2015

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015
Brush	$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	43.75
Spray & Scaffold	46.75
Fire Escape	46.75
Decorator	46.75
Paperhanger/Wall Coverer	41.08

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Paperhanger	$ 29.33
All others	20.97
Premium*	23.47*

*Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2015
Appr 1st term...	$ 16.55
Appr 2nd term...	21.66
Appr 3rd term...	26.24
Appr 4th term...	35.02

Spplemental benefis:
(per Hour worked)

Appr 1st term...	$ 10.23
Appr 2nd term...	12.92
Appr 3rd term...	15.20
Appr 4th term...	19.70

8-NYDC9-B/S

Painter 10/01/2015

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2015	12/30/2015	06/29/2016
Drywall Taper	$ 50.48	$ 50.98	$ 51.48

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	12/30/2015	06/29/2016
Journeyworker:	$ 18.97	$ 18.97	$ 18.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 months' terms(year consists of 1500 hours).

	07/01/2015	12/30/2015	06/29/2016
1st year	$ 20.19	$ 20.39	$ 20.59
2nd year	$ 30.29	$ 30.59	$ 30.89
3rd year	$ 40.38	$ 40.78	$ 41.18

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 10.25	$ 10.25	$ 10.25
2nd term	$ 16.43	$ 16.43	$ 16.43
3rd term	$ 19.25	$ 19.25	$ 19.25

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel 10/01/2015

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2015	10/01/2015

From May 1st to Nov. 15th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*
From Nov. 16th to April 30th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.95	$ 29.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2015	10/01/2015
1st 90 days	$ 21.45	$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	$ 8.83	$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping 10/01/2015

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015
Journeyworker:	
Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 10/01/2015

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	$ 28.07	$ 28.88	$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Poilsher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker:			
All classification	$ 9.12	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	$ 11.75	$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplentals benefits:

Per hour paid:

1st year	$ 6.26	$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plasterer 10/01/2015

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all islands in New York City, except Manhattan

WAGES
Per hour:

	07/01/2015
Building:	
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 21.80

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
(1) year terms at the following % of Journeyworkers wage rate:

First year:	
1st 6 months	40%
2nd 6 months	45%
Second year:	
1st 6 months	55%
2nd 6 months	60%
Third year:	
1st 6 months	70%
2nd 6 months	75%

Supplemental Benefits:
(per hour paid):
6 month terms:

1st six months	$ 8.37
2nd six months	$ 9.35
3rd six months	$ 11.35
4th six months	$ 12.33
5th six months	$ 14.33
6th six months	$ 15.33

9-262-Z1

Plumber 10/01/2015

JOB DESCRIPTION Plumber **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour worked:

	07/01/2015	10/01/2015 Additional	01/01/2016 Additional	04/01/2016 Additional
Plumber	$ 65.55		$ 1.30	
Temporary Service**	52.22		$ 1.04	
Repairs &Maintenance***	39.55	$ 0.75		$ 1.00

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

***THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS

***Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,an additional $1.00 per hour.

SHIFT WORK:
Shift work,when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift.
A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M.and midnight shifts.
For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.
For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2015
Plumber	$ 28.10
Temporary Service	22.00
Repair & Maintenance	13.31

OVERTIME PAY

Plumber	See (C, O, V) on OVERTIME PAGE.
Repairs & Maintenance	See (B, H) on OVERTIME PAGE.

When calculating premium pay, subtract $ 0.33 from regular hourly wage rate for Plumber Classification and Repairs & Maintenance, subtract $ 0.31 from regular hourly wage for Temporary Service.

HOLIDAY

Plumber	
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Maintenance	
Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
$ 14.28	$ 24.15	$ 26.25	$ 29.10	$ 30.50	$ 42.57

Supplemental Benefits per hour paid:
(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
$ .43	$ 2.68	$ 12.48

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1

Roofer 10/01/2015

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2015
Roofer/Waterproofer	$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS
Journeyworker $ 28.93

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
$ 2.70	$ 14.76	$ 17.59	$ 21.85

9-8R

Sheetmetal Worker 10/01/2015

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	08/01/2015
Sheetmetal Worker	$ 50.91	$ 51.85
Temporary Operation or Maintenace of Fans	41.52	42.46

SUPPLEMENTAL BENEFITS

Per Hour:		
Sheetmetal Worker	$ 42.60	$ 43.54
Maintenance Worker	42.60	43.54

OVERTIME PAY
See (A, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st Term	$ 17.83	$ 18.19
2nd Term	17.83	18.19
3rd Term	22.91	23.36
4th Term	22.91	23.36
5th Term	28.00	28.54
6th Term	30.55	28.54
7th Term	35.64	36.32
8th Term	38.18	38.90
9th Term	40.73	41.49

Per Hour: Supplemental Benifits

1st Term	$ 15.76	$ 15.98
2nd Term	15.76	15.98
3rd Term	21.80	22.13
4th Term	21.80	22.13
5th Term	25.58	26.03
6th Term	27.49	26.03
7th Term	31.27	31.87
8th Term	33.17	33.85
9th Term	35.07	35.79

4-28

Sheetmetal Worker 10/01/2015

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015

Sign Erector $ 45.60

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Sign Erector $ 40.25

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$11.08	$12.55	$14.04	$15.51	$21.93	$23.86	$26.46	$28.45	$30.42	$32.40

4-137-SE

Steamfitter 10/01/2015

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Steam/Sprinkler Fitter $ 61.06

Temporary Heat & AC $ 46.42

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler Fitter $ 47.27

Temporary Heat & AC $ 38.78

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) On all HVAC and Mechanical contracts that do not excedd $15,000,000. and on all fire protection/sprinklet contracts that do not exceed $1,500,000.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 24.46	$ 30.56	$ 39.71	$ 48.86	$ 51.91

SUPPLEMENTAL BENEFIT
Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 19.30	$ 23.92	$ 30.81	$ 37.72	$ 40.02

4-638A-StmSpFtr

Steamfitter 10/01/2015

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

AC Service/Heat Service Steamfitter Maintenance $ 39.25

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service Steamfitter Maintenance $ 10.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

Teamster - Heavy Construction 10/01/2015

JOB DESCRIPTION Teamster - Heavy Construction **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)

	07/01/2015
Dump Trucks	$ 39.525
Tractor Trailers	$ 39.495
Euclid/Turnapull	$ 40.06

SUPPLEMENTAL BENEFITS
Per Hour:

Dump Trucks	
Up to 40 Hours Worked	$ 41.5925
Over 40 Hours Worked	$ 14.90
ALL OTHERS	
Up to 40 Hours Worked	$ 43.3525
Over 40 Hours Worked	$ 16.65

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

4-282

Welder 10/01/2015

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer[1]. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contactor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

[1] The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.

- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.

- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

(Art9Notice 7.11)

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.
The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: $16.00 per hour wage rate X 8 hours per day = $128.00; $128.00 X 5 paid days off = $640.00; $640.00 divided by 2080 hours = $0.31 per hour. The $0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #

Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Kings County Article 9

Exterminators, Fumigators **10/01/2015**

JOB DESCRIPTION Exterminators, Fumigators **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
EXTERMINATOR

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:

	07/01/2015
Class A	$ 23.92
Class B	23.89
Class C	23.85

Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

NEW HIRE:
Hired before 01/01/2012 - May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.

Hired on or after January 01/01/2012 - Shall be paid seventy-five percent (75%) of hourly rate for twenty-one months (21) of employment. Shall be paid eighty-five percent (85%) of hourly rate for twenty-second month (22) through forty-second (42nd) month. Shall be paid full rate thereafter.

VACATION RELIEF EMPLOYEE: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months.

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.
All supplements start after 3 months.

Rate per hour:
07/01/2015
Employees regularly scheduled 2 or more days a week:
$ 7.67
Employees regularly scheduled more than 20 hours a week:
$ 10.46

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
$ 7.67
after 12th month-24th month:
$ 10.13

Vacation

Less than 6 months of work... no vacation
6 months of work.....three days
1 year of work..... .ten days
5 years of work.....fifteen days
15 years of work..... .twenty days
21 years of work.....twenty-one days
22 years of work.....twenty-two days
23 years of work...twenty-three days

24 years of work....twenty-four days
25 years or more twenty-five days

Plus two Personal Days per year.

Plus 10 Sick Days per year after one full year with employer based on a 40 hour work week.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday

10-32 BJ

Fire Safety Director - NYC Only 10/01/2015

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

	07/01/2015
Class A	$ 23.92
Class B	23.89
Class C	23.85

*Additional lump-sum bonus of $500.00 per year. (pro-rated if less than full time.)

Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

NEW HIRE:
Hired before 01/01/2012 - May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.

Hired on or after January 01/01/2012 - Shall be paid seventy-five percent (75%) of hourly rate for twenty-one months (21) of employment. Shall be paid eighty-five percent (85%) of hourly rate for twenty-second month (22) through forty-second (42nd) month. Shall be paid full rate thereafter.

VACATION RELIEF EMPLOYEE: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled 2 or more days a week:
$ 7.67
Employees regularly scheduled more than 20 hours a week:
$ 10.46

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
$ 7.67
after 12th month-24th month:
$ 10.13

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

10-32BJ

Guards, Watchmen 10/01/2015

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2015
SECURITY GUARD (ARMED)	$ 28.50
SECURITY GUARD(UNARMED)	
0 - 6 months	13.35
7 - 12 months	13.85
13 - 18 months	14.35
19 - 24 months	14.85
25 - 30 months	15.35
more than 30 months	16.00

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
NOTE: Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period: 07/01/2015

	$ 4.62
Additional after 30 days	.17
Additional after 120 days	.11
Additional after 2 years	.44

Effective Period:	01/01/2016
	$ 4.76
Additional after 30 days	.17
Additional after 120 days	.11
Additional after 2 years	.44

VACATION:
Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Plus one personal day per year.

SICK LEAVE:
Employees accrue paid leave at the rate of one (1) day for every six (6) months worked, up to a maximum of six (6) days a year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY
Paid: See (5, 6, 25) on HOLIDAY PAGE
NOTE:
1) Paid Holidays - apply after probationary period of 120 days.
2) Employee must work their last regularly scheduled day before and next regularly scheduled day after.

10-32 BJ

Janitor, Porter, Cleaners, Elevator Operator 10/01/2015

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Office Building Class "A" Cleaner/Porter, Elevator Operator(Over 280,000 square feet gross area)
Office Building Class "B" Cleaner/Porter, Elevator Operator (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" Cleaner/Porter, Elevator Operator (Less than 120,000 square feet gross area)

Wage Rate per Hour:

	07/01/2015
Class A	$ 23.92
Class B	23.89
Class C	23.85

Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

NEW HIRE:
Hired before 01/01/2012 - May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.

Hired on or after January 01/01/2012 - Shall be paid seventy-five percent (75%) of hourly rate for twenty-one months (21) of employment. Shall be paid eighty-five percent (85%) of hourly rate for twenty-second month (22) through forty-second (42nd) month. Shall be paid full rate thereafter.

VACATION RELIEF EMPLOYEE: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months.

NOTE: Duct cleaning is broken down into two seperate functions.
1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.
All supplements start after 3 months.

Rate per hour:
07/01/2015
Employees regularly scheduled 2 or more days a week:
$ 7.67
Employees regularly scheduled more than 20 hours a week:
$ 10.46

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
$ 7.67
after 12th month-24th month:
$ 10.13

VACATION

Less than 6 months of work... no vacation
6 months of work.....three days
1 year of work..... .ten days
5 years of work.....fifteen days
15 years of work..... .twenty days
21 years of work.....twenty-one days
22 years of work.....twenty-two days
23 years of work...twenty-three days
24 years of work....twenty-four days
25 years or more twenty-five days

PLUS two Personal Days per year.

Plus 10 Sick Days per year after one full year with employer based on a 40 hour work week.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

10-32 BJ

Moving Furniture and Equipment 10/01/2015

JOB DESCRIPTION Moving Furniture and Equipment **DISTRICT** 10

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2015
Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)	$ 23.02
Driver-Light Truck	18.81
Helper	15.71
Packer*	11.58

*Packs, wraps and labels office furniture and equipment and loads it onto dollies and into elevators.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 5.45

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Stationary Engineer 10/01/2015

JOB DESCRIPTION Stationary Engineer **DISTRICT** 10

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

***** IMPORTANT NOTICE *****

FOR INFORMATION REGARDING STATIONARY ENGINEER RATES,
CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

Please see last page of this schedule for appropriate current rates.

OVERTIME PAY

HOLIDAY

10-Information

Window Cleaners 10/01/2015

JOB DESCRIPTION Window Cleaners **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Wage rate per hour:

	07/01/2015
Window Cleaner	$ 27.40
Power Operated & Manual Scaffolds & Boatswain Chairs	$ 29.90

Scraping (additional) $8.00 a day

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Supplemental benefit rate per hour:(Start after 90 days with employer)

Condition's:

Must work regularly scheduled 20 hrs a week and more than two (2) days a week.
FULL PAY RATE $ 10.46

Work at least 2 regularly scheduled days a week.
Partial rate: $ 7.67

Work at least 20 hrs regularly scheduled hrs a week.
Partial rate $ 2.79

Vacation

After 7 months but less than 1 year	five (5) days
1 year but less than 5 years	ten (10) days
5 years of service but less than 15 years	fifteen (15) days
15 years of service but less than 21 years	twenty (20) days
21years	twenty-one (21) days
22years	twenty-two (22) days
23years	twenty-three (23) days
24years	twenty-four (24) days
25 years or more	twenty-five (25) days

Plus 1 day paid off per year for medical visit

plus 10 days paid off after one year worked.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Double the hourly rate for Saturday holiday work plus days pay.
Time and one half the regular rate for work on a holiday plus the day's pay.

HOLIDAY

Paid: See (5, 6, 8, 11, 16, 25, 26) on HOLIDAY PAGE
Plus one Personal Day
Must work 2 days in week of Holiday for employer

REGISTERED APPRENTICES

Wages per hour:

	07/01/2015
0-3 months	$ 20.29
4 months	21.94
8 months	23.24
12 months	24.57
16-17 months	25.91

Supplemental benefit rate per hour::(Start after 90 days with employer)

Condition's:

Must work regularly scheduled 20 hrs a week and more than two (2) days a week.
FULL PAY RATE $ 10.46

Work at least 2 regularly scheduled days a week.
Partial rate: $ 7.67

Work at least 20 hrs regularly scheduled hrs a week.

Partial rate	$ 2.79

10-32 BJ

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

PRC# 2015901245

JOB DESCRIPTION Building Engineer - Refrigeration **DISTRICT** 10

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

	07/01/2014
Building Engineer	$ 36.73
Bldg. Engineer Helper	$ 28.60

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2014
Building Engineer	$ 16.35
Bldg. Engineer Helper	$ 15.97

Vacation:

6 Months	3 Days
1 Year	10 Days
5 Years	15 Days
15 Years	20 Days
21 Years	21 Days
22 Years	22 Days
23 Years	23 Days
24 Years	24 Days
25 Years	25 Days

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
Overtime Description:

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

Overtime:
Time and one half the regular rate after an 8 hour day
Time and one half the regular rate for Saturday
Time and one half the regular rate for Sunday

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Paid Holidays:
Plus six (6) floating holidays

10-94NYC

Exhibit A
Background Check

BACKGROUND CHECKS

Requirements
Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for OGS under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

Definitions
For purposes of this clause, the following definitions apply:
(1) On-Site: ``On-site'' refers to any State-owned or leased space open to the public or at which State business operations are conducted.
(2) Suitability: ``Suitability'' refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.
(3) Suitability determination: A ``suitability determination'' is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability
(1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.
(2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.
(3) The Commissioner of General Services, or his designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

Background Check
(1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.
(2) At a minimum, the background check and suitability determination must include an evaluation of:
    (i) Verification that the individual is not listed on a national watched person database. The following link has information about a data available. http://www.treas.gov/offices/enforcement/ofac/sdn/index.html. The following link has a

PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS http://www.treas.gov/offices/ enforcement/ofac/sdn/t11sdn.pdf;

(ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;

(iii) DMV driving records;

(iv) Social Security Number trace;

(v) Verification of U.S. citizenship or legal resident status; and

(vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines

(1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:

(i) Any loyalty or terrorism issue;

(ii) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);

(iii) Dishonorable military discharge;

(iv) Felony and misdemeanor offenses;

(v) Drug manufacturing/trafficking/sale;

(vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);

(vii) Criminal sexual misconduct;

(viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);

(ix) Illegal use of firearms/explosives; and

(x) Employment related misconduct involving dishonesty, criminal or violent behavior.

(2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

(i) The nature, extent and seriousness of the conduct;

(ii) The circumstances surrounding the conduct;

(iii) The frequency and recency of the conduct;

(iv) The individual's age and maturity at the time of the conduct;

(v) The presence or absence of rehabilitation and other pertinent behavior changes;

(vi) The potential for pressure, coercion, exploitation, or duress;

(vii) The likelihood of continuation of the conduct.

(viii) How, and if, the conduct bears upon potential job responsibilities; and

(ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal.

Whenever a contractor becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the site, notify the Commissioner that such a removal has taken place, and replace them with a qualified substitute. If the approval of the Commissioner was initially required for the removed employee, Commissioner approval is required for the replacement employee.

Commissioner Notification

Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.

RFP 1915 - Exhibit B

Itemized Building Services

Exhibit B-1	Building System Controls
	Emergency Generator
	Fire Alarm
	HVAC
Exhibit B-2	Elevator Maintenance and Repairs
Exhibit B-3	Integrated Pest Management
Exhibit B-4	Window Cleaning
Exhibit B-5	Electrical Switchgear Testing and Maintenance
Exhibit B-6	Building Asset and Equipment Inventory

Exhibit B-1

This exhibit includes maintenance and repairs of the following building Systems:

- Building System Controls
- Emergency Generator
- Life Safety systems
- HVAC

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B-1 Building Systems Maintenance and Repairs

1 Overview

1.01 Background

OGS is seeking an Integrated Facility Management (IFM) Contractor to enter into a five year contractual agreement, to provide full service professional building operation, maintenance, and management services.

Facility Name	Address	City	Zip Code	Gross Building Area (Sq ft)	Total Rentable Area (Sq ft)
Shirley A. Chisholm State Office Building	55 Hanson Place	Brooklyn	12217	337,311	287,891

1.02 Sub-Contracted Services

Contractors, if applicable, will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes. Known equipment associated with this service is listed in Exhibit B-8 – Building Asset and Equipment Inventory.

1.03 Examination of Existing Building and Contract Documents

Prior to entering into contract, the IFM Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location 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. 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 work will be accepted by OGS as an excuse for any failure or omission on the part of the IFM contractor to fulfill every detail of all the requirements of the documents governing the work. The IFM Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such IFM contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

"State" referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

"OGS" referred to herein this exhibit shall be understood to mean the New York State Office of General Service's Commissioner or his/her designated representative.

"IFM Contractor" referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

"Facility Manager" referred to herein this exhibit shall be understood to the mean the IFM Contractor's representative.

"Contractor" referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures

The Facility has security policies which must be followed. The IFM Contractor will work with OGS to obtain necessary clearances. The IFM 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.

2 Staffing

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed. The Contractor shall provide an adequate number of full time dedicated Operating Engineer(s), a minimum of one engineer must be present during the core operational hours of Monday – Friday 6 AM through 6 PM. As outlined in Section 2.2.1.7 contractors will provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how your company proposes coverage in the event of vacation, sick days, and after hour events. The Chief Operating Engineer(s) will be responsible for all operational duties as directed by the Facility Manager. These duties may include, but are not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. The contractor's staff shall also have a basic knowledge and be responsible for basic carpentry, electrical and plumbing repairs. The Facility Manager shall have the discretion to manage and adjust the shift times to provide this coverage. The Facility Manager shall have the right to change shift coverage, as necessary depending on the seasonal needs. (E.g. cooling and heating seasons.) Any emergency responses should be answered by the chief Operating Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive on the facility in the shortest response time.

The contractor shall be familiar with, and responsible for, all Life Safety Systems testing and inspection requirements, including but not necessarily limited to, Fire Alarm systems, Sprinkler and Standpipes, Fire extinguishers, etc. All testing and inspections shall comply with NY City code requirements.

2.01 Work Scheduling

The Contractor shall instruct his/her personnel that anytime work is to be performed under this contract, that they shall coordinate all activities with the Facility Manager prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all Contract personnel shall report to the Facility Manager in such a manner as pre-determined by the Facility Manager, and when exiting the facility, Contractor shall again notify the Facility Manager.

2.02 Overtime

During the term of the contract, the Facility Manager may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Facility Manager has made a determination that such action is in the overall best interest of the State. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the New York State prevailing wage rate schedules or applicable Living Wage rate, and the State will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

3 Building Equipment and Systems

3.01 General Requirements

The IFM Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall system(s). Prospective IFM Contractors shall personally verify all equipment listed prior to bidding.

3.02 The equipment and systems listed below will be part of the building complete preventative and corrective maintenance:

- HVAC Systems and Ancillary Equipment and Controls
- Electronic Controls – Energy Management System
- Plumbing Systems
- Electrical Systems
- Fire Alarm Systems
- Emergency Generator
- HVAC Systems and Ancillary Equipment and Controls

The IFM Contractor shall provide all labor, materials, spare parts and testing equipment for the performance of the complete preventative and corrective maintenance, inspections and tests.

All equipment necessary for the performance of tests must be calibrated within twelve (12) months prior to the inspection. The IFM Contractor shall have an established calibration procedure and make calibration records available, if requested by OGS.

All inspection personnel performing the Eddy current test shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A. All personnel taking and evaluating data shall be certified to Level II or higher or shall be under the onsite supervision of a Level III certified person. Final data analysis and onsite supervision of all work shall be performed by a person certified to SNT-TC-1A Level III or registered professional engineer.

The IFM Contractor is responsible to remove from the site, at no additional cost to the State, using environment acceptable procedures, all contaminated refrigerant, oil, and/or lubricants. This also includes, but is not limited to debris generated by servicing and/or replacement of defective parts and equipment. The IFM Contractor is responsible to adhere to the Federal Clean Air Act legislation for CFC and HCFC refrigerant guidelines and procedures.

3.03 List of Building Assets & Equipment

Exhibit 6 – Building Asset & Equipment Inventory located in this solicitation document, is a listing of all known major systems, system components, and equipment. This list is provided for bidder's information only to assist bidder in scoping and pricing their work. It is understood that the list is neither all inclusive nor completely accurate.

4 Statement of Work

4.01 General

The IFM Contractor's bid shall include complete maintenance and minor repairs, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, is deemed understood by the Contractor and included herein.

4.02 Scope

The IFM Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the system(s) as originally specified by the equipment manufacturer or most recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All maintenance, adjustments, and repairs shall be in compliance with the equipment manufacturer's written recommendations latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

4.03 Equipment, Wiring, and Circuit Changes

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the system(s) unless authorized in writing by the Facility Manager. The Contractor shall submit any such proposed change to the Facility Manager for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Facility Manager with three exact copies of as-built drawings of the modifications including a complete description of the changes.

4.04 Minimum Preventive Maintenance Requirements

4.04.1 The IFM Contractor shall perform the necessary preventive maintenance required for safe and reliable operation, as specified by the manufacturer and applicable codes, rules and/or

regulations. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacture's recommendations. If specific equipment covered by this contract requires additional preventive maintenance, the IFM Contractor shall perform the required preventive maintenance without additional cost to the Facility Manager. Preventive Maintenance is defined as regularly scheduled work on the system/equipment that the Contractor shall complete, to accomplish the following:

(a) Ensure their safe, reliable, and continued operations,

(b) Prevent breakdowns due to worn part(s),

(c) Maintain system/equipment above the point where deterioration begins.

4.04.2 Acceptable performance will be based on the following criteria:

(a) Completion of the scheduled preventative maintenance as specified by the manufacture's recommendations and applicable codes, rules and/or regulations,

(b) Completion of work check charts for each system/equipment components,

(c) All work required as a result of maintenance deficiencies noted as a result of State testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Facility Manager a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.

(d) A level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of a malfunction made by the Facility Manager or designee and the Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible.

4.04.3 Prior to removing the system/equipment from service, the technician shall coordinate the removal with the Facility Manager.

4.04.4 The system/equipment put out of service shall be pre-approved by the Facility Manager. The time of day and the expected duration that the system/equipment can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the shutdown.

4.05 Reporting Requirements

4.05.1 **Maintenance Control Program (MCP):** Within fourteen (14) calendar days of contract award of this solicitation, the Contractor shall prepare and submit an approvable Maintenance Control Program, supported by written manufacturer's documentation and applicable codes, rules and/or regulations, to the Facility Manager for review and approval. The approved MCP shall include but not be limited to the following;

(a) The Contractor's approved MCP must include the number of preventative maintenance hours (including minor repairs) per month,

(b) The MCP must reflect the 12-month contract year cycle, beginning upon contract award,

(c) The MCP must articulate all required work in such a format that the Facility Manager and/or any lay person (a non-industry expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

4.05.2 **Building Logs:** The Contractor's technicians, helpers and their associated personnel shall sign the building logs in accordance with the Facility Manager's procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

4.05.3 **Building System/Equipment Records**: Contractor shall keep and maintain a hard copy service record for each system showing all preventative maintenance, repairs and all callback service performed. The service record(s) shall be kept with the Facility Manager and shall indicate;

(a) Site location,

(b) Date and time (in work hours) required to perform the work,

(c) List all repairs and replacements performed.

The service record format and information provided shall be pre-approved by the Facility Manager.

4.05.4 **Monthly Report(s):** Contractor will submit to the Facility Manager an electronic report whose format has been previously approved by the Facility Manager, once per month, for each building system which outlines the following;

(a) Site location,

(b) Date and time (in work hours) required to perform the work including arrival and departure times,

(c) Type of work performed (preventative maintenance, repair, callback service, other),

(d) Description of work performed,

(e) In the case of callback service; provide a description of the callback and corrective action taken,

(f) List of all materials used,

(g) List of all work scheduled to be performed, but that was not completed during the specified time frame.

The monthly report format and information provided shall be pre-approved by the Facility Manager. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for preventive maintenance and the latest adopted editions of applicable codes, rules and/or regulations.

4.06 Safety Inspections and Tests

The Contractor shall perform all safety inspections and test that are required by applicable codes, rules and/or regulations. The results shall be submitted monthly to the Facility Manager along with the Maintenance Control Program report

The Contractor shall provide all needed equipment to perform the tests at no additional cost to the Facility Manager. The Contractor shall provide an adequate quantity of qualified technicians familiar with the equipment to perform tests at no additional cost to the Facility Manager. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all affected systems, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. ***Systems shall not be placed in service until all tests, checks and adjustments are completed and the system(s) are in proper working condition.*** The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of negligence by the Contractor. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

4.07 Maintenance Services

Except for emergency callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Facility Manager. The time of day each system is to be shut down for routine maintenance will be scheduled with the Facility Manager to minimize disruption. The Contractor shall record, in a log maintained by the Facility Manager, the actual arrival and departure times

each day they are in the building. The Facility Manager will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

4.08 Spare Parts

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of an item is obtained from the Facility Manager. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repairs. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Facility Manager.

4.09 Housekeeping

4.09.1 The Contractor's work site will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.

4.09.2 The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Facility Manager, or designee, for all commonly used products and shall provide the 1-800 telephone numbers for all products.

4.09.3 The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The Contractor must follow environmentally safe practices when disposing of any waste.

4.09.4 The Contractor will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.

4.09.5 The Contractor shall immediately notify the Facility Manager in writing of any indication of underground oil seepage which may be attributed to Contractor's work.

4.10 Contractor Close-Out Inspection (If Required)

Sixty (60) days prior to the expiration of the contract, the Contractor and the Facility Manager, or designee, will make a complete examination of the building system/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager shall determine if such an examination is warranted. The Facility Manager or designee will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the.

5 Emergency Generator Scope

The IFM Contractor shall make available to the technical personnel performing maintenance, and tests, special tools and testing devices in compliance with NFPA 110(99), Section 6-2.3; NFPA 110(02), Sec. 8.2.3.

The maintenance, inspection, and operational testing of the generator and associated components, shall only be performed by qualified trained technical personnel. The designated technical personnel to perform and supervise the maintenance or testing of generators and associated components, shall be trained in compliance with NFPA 99(99), Sec. 3-4.4.1.1(b) 3; NFPA 110(99), Sec. 6-4.7; NFPA 110(02), Sec. 8.4.7. In the absence of a properly trained technical personnel on-site, the Contractor shall subcontract a qualified technical professional to oversee the performance of these services.

5.02 Preventative Maintenance

The minimum requirements for routine maintenance shall comply with the most current edition of NFPA 110 and manufacturer's manual.

5.03 Scheduled Preventative Maintenance

The preventative maintenance services provided to the generator shall be, at minimum, as listed below:

- Fuel system inspection, including checking the main tank for operational readiness, fuel condition, and contaminants;
- Lubricating oil system inspection, including an inspection of the complete engine and lubricating system for signs of leakage and checking the operation of the pre-lube pump;
- Cooling system inspection, including checking the external condition of the radiator for debris and signs of leakage; visually inspecting the water pump and all water hoses for deterioration, damage, or leakage; inspecting the condition and operation of the engine jacket water heater, intake and exhaust louvers, and the grill;
- Exhaust system inspection, including inspecting the muffler, pipes, and connections for leakage, and inspecting the turbocharger shaft for excessive movement;
- Air intake system inspection, including inspecting the air intake restriction indicators; visually inspecting the air intake system piping, hoses, and clamps for deterioration and leakage; and cleaning the air pre-cleaner;
- Engine control system inspection, including inspecting all gauges and meters and the generator control cabinet; checking the overspeed safety shutdown, engine starter, circuit breakers, and the electrical governor control; and checking the engine charging/alternator system and the battery charger operating system;
- Engine ignition system inspection, including checking all ignition system wiring, the ignition cap and rotor, and the ignition points and condenser;
- Generator system inspection, including inspecting the main circuit breaker, the generator windings, and the generator bearing; inspecting the brushes and slip rings; and inspecting all connections for tightness at the breaker, voltage regulator and generator windings.

5.04 Annual Preventative Maintenance Service

The annual preventative maintenance service includes all the services in the quarterly or semi-annual preventive maintenance service, plus the following services:

- Change the fuel filter elements and clean or replace the fuel/water separator;
- Perform oil sample analysis, drain and replace the engine crankcase oil, replace the oil filters, and replace the governor oil;
- Replace the coolant filters and elements;
- Clean the crankcase breather filters and inspect the air cleaner elements;
- Replace the spark plugs as needed; and
- Check the operation of the exerciser and replace the battery as needed.

5.05 Load Test

The requirements for operational testing of emergency generators, shall comply with NFPA 110 chapter 6 (1999 edition) and chapter 8 (2002 edition) section 8-4-2 and 8.24.3. The Load Test Schedule is a follow:

5.06 Weekly No Load Testing

The weekly generator testing is performed with no load. It is primarily performed to ensure that the system will start and come to full frequency and voltage when called on in an emergency. Automatic switching is also tested during this exercise. The system is usually run for only about 30 minutes per week. During the performance of the test the technician should look for signs of seepage at the exhaust manifold and turbocharger "hot side" joints that may indicate problems.

5.07 Monthly Load Testing

The monthly generator load testing is performed under available load for a minimum of thirty minutes. A successful test is one in which the generator:

- Achieves the minimum exhaust gas temperature indicated by the owner's manual; or

- Operates at normal temperature while running at no less than 30% of the nameplate Kilowatt rating.
- If a generator cannot operate until its water and oil pressures have stabilized, it should be tested for less than thirty minutes to avoid prolonging its down time.

5.08 Annual Load Bank Testing

The Annual load banking test to be performed requires two consecutive hours of testing in which a generator performs as follows:

- 30 minutes of operation at 25% of the nameplate Kilowatt rating;
- 30 minutes of operation at 50% of the nameplate Kilowatt rating, and
- 60 minutes of operation at 75% of the nameplate Kilowatt rating.

During the performance of the annual Load Bank Test, the technicians shall monitor critical engine parameters such as: fuel pressure, engine temperature, oil pressure, etc. to verify that the engine and generator are operating at peak performance. The technicians shall also determine cooling system efficiency; and reseat piston rings and components. The Load Bank testing also shall allow the engine to reach its full operating temperature in order to burn out any accumulation of un-burnt fuel and avoid ‘wet stacking’, which can become harmful to the engine's efficiency and lifespan.

5.09 Scheduling

The IFM Contractor fifteen (15) days after the start date of the contract shall submit to the Facility Manager the preventative maintenance and testing schedule. The Facility Manager will review and approve or disapprove the scheduled. The scheduled preventative maintenance and testing shall be set up in order to provide minimum disruption of facility operations. Tests and preventative and corrective maintenance required for the proper operation of the generator performed during weekends or after regular working hours, shall not be charged as additional services to the State.

Upon completion of the scheduled preventative maintenance and testing the contractor will be responsible to include its findings including any necessary corrective action in their monthly report to the Facility Manager.

End of Exhibit B-1

Exhibit B-2

Elevator Maintenance and Repairs

1.0 GENERAL OVERVIEW

1.01 Background
1.02 Scope

2.0 DESCRIPTION

2.01 Project Site Location
2.02 Project Site Overview
2.03 Definition of Terms

3.0 SPECIFICATIONS

3.01 Maintenance Requirements
3.02 Preventive Maintenance
3.03 Corrective Maintenance
3.04 Work Not Included in Contract (Out of Scope)
3.05 Maintenance Control Program (MCP)
3.06 Contract Pricing
3.07 Callback Service
3.08 Notification of Conditions Requiring Repair
3.09 Safety Inspections and tests (Excluding Fire Service Testing)
3.10 Contract Meetings
3.11 Deliverables
3.12 Liquidated Damages
3.13 Performance Evaluations
3.14 On-Site Work
3.15 Inspection of Work
3.16 Staffing
3.17 Documentation and Record Keeping
3.18 Work Scheduling
3.19 Overtime
3.20 Subcontracting of Work
3.21 Materials and Equipment
3.22 Equipment, Wiring and Circuit Changes
3.23 Schematic Wiring Diagrams
3.24 Contractor close-Out Inspection and Repair
3.25 Examination of Buildings, Lift Equipment to be serviced and Contract Documents
3.26 Reporting Requirements

4.0 Equipment to be Maintained

Exhibit B-2

Elevator Maintenance and Repairs

1 Overview

1.01 Scope

The Elevator Maintenance and Repair Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

2 Description

2.01 Project Site Location

Shirley A. Chisholm State Office Building, 55 Hanson Place, Brooklyn, NY 11217

2.02 Project Site Overview

See section 4.05, for a comprehensive listing of equipment to be maintained.

2.03 Definition of Terms

"ASME" shall mean the most current version of the American Society of Mechanical Engineers provision that is cited.

"IFM Contractor" shall mean the authorized representative of an IFM Contractor that is identified as such in an Agreement and/or in the contract(s) entered into under this Solicitation.

"Business Hours" shall mean Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. EST, except New York State Holidays unless otherwise specified by the IFM Contractor.

"Callback Service Report" – A report provided to the IFM Contractor by the Contractor documenting an instance of Emergency Callback Service and describing the reason for the callback, actions taken to address the callback and any further actions and/or repairs that may be necessary.

"Corrective Maintenance" shall mean Repair and/or Replacement services as defined in this Solicitation and shall be performed anytime the preventative maintenance, test or inspection identifies equipment and parts that have failed or are worn out. The Contractor shall bring back to working order, equipment or parts malfunctioning or damaged, due to wear-and-tear, or failure detected during regular preventative maintenance, tests or inspections.

"Corrective Maintenance Report" – A report provided to the IFM Contractor by the Contractor documenting Corrective Maintenance work performed and describing the work performed, the materials used in the work, the labor provided and a summary of the cost of the work.

"Dumbwaiter" – A small freight elevator that is intended to carry objects other than passengers.

"Elevator Downtime Report" – A report provided to the IFM Contractor by the Contractor documenting the condition of an Elevator which has been taken out of service. This report describes the condition of the Elevator, the reason it was taken out of service, the proposed repairs which are required to restore the elevator and the proposed schedule for the repairs.

"Emergency Callback Service" – This refers to a service provided by the Contractor 24-hour-a-day, 7 days-a-week, as defined in See 4.07 *Callback Service*.

"Escalator" - A moving staircase that is used to transport pedestrians between floors and consists of a motor driven chain of individual, linked steps that are attached to a continuously circulating belt

"Facility Manager" referred to herein this exhibit shall be understood to the mean the IFM Contractor's representative

"Facility Working Days" **-** shall mean the days of the week and the length of such working days that an IFM Contractor indicates for a particular facility in its Agreement Project Definition.

"Full Service Contract" - shall mean that the Bidder's fees and markup rates include all labor and materials required to provide the preventive and corrective elevator maintenance services outlined in this Agreement, which includes, but is not limited to all labor, all materials and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit, all travel costs, freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

"Geared Traction Elevator" - An elevator, typically powered by an electric motor, which utilizes traction to propel the elevator with the use of worm gears or a gearbox.

"Gearless Traction Elevator" - An elevator, typically powered by an electric motor, which utilizes traction to propel the elevator without the use of worm gears or a gearbox.

"Hydraulic Elevator" - An elevator which uses hydraulics to propel the elevator. Hydraulic elevators may utilize either an underground cylinder (Conventional), an above ground cylinder (Holeless) or a combination or ropes and above ground cylinders (Roped).

"IFM Contractor" referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

"Lift Equipment" shall refer to Geared Traction Elevators, Gearless Traction Elevators, Hydraulic Elevators, Escalators, Stage Lifts, Wheelchair Lifts and Dumbwaiters collectively.

"Maintenance" as per ASME A17.1 is a process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with the applicable Code requirements.

"Maintenance Control Program (MCP)" shall mean a written plan outlining all required inspection, testing and maintenance work for the equipment covered under this Solicitation. See Section 4.05 '*Maintenance Control Program*'. The Maintenance Control Program may also be referred to as a Maintenance Control Plan.

"May" denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".

"Major Corrective Maintenance" means the Corrective Maintenance that exceeds the Major/Minor Corrective Maintenance Thresholds specified in Section 4.03 *Corrective Maintenance*.

"Minor Corrective Maintenance" means Corrective Maintenance calculated according to the requirements of and is less than the Major/Minor Corrective Maintenance Threshold specified in Section 7.4 *Corrective Maintenance.*

"Miscellaneous Lift Equipment" shall refer to Stage Lifts, Wheelchair Lifts and Dumbwaiters.

"OGS" referred to herein this exhibit shall be understood to mean the New York State Office of General Services' Commissioner or his/her designated representative.

"On-site" refers to any space owned or leased by the IFM Contractor or which is open to the public at which the IFM Contractor's business operations are conducted.

"Overtime" shall be defined as set forth in Labor Law Section 232.

"Preventative Maintenance Service" shall mean the process of inspection, routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with applicable ASME Code requirements, the manufacturer's specifications, and the specifications defined in this Solicitation.

"Procurement Services" shall refer to the division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by IFM Contractors.

"Qualified Elevator Inspector (QEI)" – An elevator inspector certified in accordance with ASME QEI-1 '*Standard for Qualified Elevator Inspectors'*.

"Repair" as per ASME A17.1 is the reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements.

"Repair Item" shall refer to an individual part, component or subsystem that receives Corrective Maintenance.

"Repair Services" shall mean the reconditioning or renewal of parts, components, and/or subsystems necessary to keep the Lift Equipment in compliance with applicable Code requirements and the manufacturer's specifications.

"Replacement Services" as per ASME A17.7 shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer's specifications.

"Responsive Bidder" shall mean a Bidder meeting the specifications and requirements of this Solicitation, as determined by the OGS Commissioner.

"Shall" denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must".

"Service" means provision of labor and/or materials and all ancillary costs for the performance of preventative or corrective maintenance.

"Service Facility" means the Contractor-operated, physical location where the Contractor's elevator mechanics report.

"Should" denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

"Stage Lift Elevator**"** - Stage Lift Elevators are specialized elevators, typically powered by hydraulics, that are used to raise or lower entire sections of a theatre stage.

"State" referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

"Sub-Contractor" refer to in the exhibit shall be understood to mean the specific contractor to the elevator contractor provided such services referred to herein.

"Wheelchair Lift" - A fully powered device used to raise a wheelchair and its occupant to overcome a step or similar vertical barrier or to transport a wheelchair and its occupant between floors of a building.

3 Specifications

3.01 Maintenance Requirements

All Lift Equipment shall be maintained at its initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All work shall be done in accordance with the requirements of these specifications and the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2 Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17; and A18.1-Safety Standard for Platform Lifts and Stairway Chairlifts. The safety practice and procedures in the “Elevator Industry Field Employees Safety Handbook” shall also be followed when performing maintenance and repairs.

The Contractor shall be responsible for inspecting, maintaining and repairing the Lift Equipment identified and all associated components not specifically listed that are supplemental to and a part of the operation of the overall Lift Equipment. Prospective Contractors shall personally verify all Lift equipment listed in Section 4.0 Equipment to be served.

Freight elevators that are authorized to carry passengers, such elevators shall be inspected and maintained as a passenger elevator.

3.02 Preventive Maintenance

Preventive Maintenance services, as referred in Section 2.3 Definition of Terms are the process of inspection, routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with applicable ASME Code requirements and the manufacturer’s specifications. The Contractor’s not-to-exceed Monthly Maintenance Fee price established as a result of this Solicitation shall include the cost of all labor, materials and supplies to meet the preventive maintenance requirements including, but not necessarily limited to, the preventive maintenance requirements contained in the manufacturer’s specifications, ASME A.17 and ASME A.18.1. It shall also include the preparation of Maintenance Control Programs, all non-billable call back service work and special requests, all ASME required Elevator testing and inspections and all administrative and reporting requirements.

As part of the preventive maintenance requirements the Contractor shall also be responsible for maintaining the lighting fixtures installed in the car, hoist way, pit, car top, and car emergency lighting including all lighting fixture components such as ballasts, bulbs, lamps, and tubes; and is also responsible for maintaining the car telephone or intercommunication systems from elevator to elevator controller. In addition, the Contractor is responsible for replacing lamps and bulbs for the lighting fixtures in the elevator equipment room, but is not responsible for the ballasts or fixtures in that room.

3.03 Corrective Maintenance

Corrective Maintenance as referred to herein shall mean Repair and/or Replacement Services.

For the purposes of evaluating whether Corrective Maintenance qualifies as either Minor or Major Corrective Maintenance, the Contractor shall calculate the total cost of the Corrective Maintenance in accordance with the following formulas, and the cost shall be calculated per Repair Item which shall be compared to the Major/Minor Corrective Maintenance Threshold listed in Table 2.

Total Cost of Repair Item = (Labor Cost) + (Material Cost)

Where:

Labor Cost = (H) x [(1 + LMR/100) x (PWR + SB)]

H = Number of labor hours needed to complete the Corrective Maintenance

LMR = Labor Markup Rate (%)

PWR = Prevailing Wage Rate
SB = Supplemental Benefits
Material Cost = (Cost of Materials) x (1 + MMR/100)
Where:
MMR = Materials Markup Rate (%)

The Contractor's Monthly Maintenance fee shall include, but is not necessarily limited to, all preventative maintenance service and all corrective maintenance service with a total cost (labor and materials) less than or equal to the thresholds listed in the following table, which shall be referred to as 'Minor Corrective Maintenance:

Table 2: Corrective Maintenance Thresholds

Lot(s)	Type of Equipment	Major/Minor Corrective Maintenance Threshold
1	Gearless Traction Elevators	$2500
1	Geared Traction Elevators	$2500
2	Hydraulic Elevators	$1000
3	Escalators	$2500
4	Wheelchair Lifts	$500
4	Stage Lifts	$500
4	Dumbwaiters	$500

Corrective maintenance work that has a Total Cost that exceeds these thresholds shall be considered Major Corrective Maintenance. The Contractor shall justify all costs for Major Corrective Maintenance to the IFM Contractor's satisfaction, and for Repair Items that qualify as Major Corrective Maintenance the Contractor shall be compensated for the full cost of the work unless the corrective maintenance is determined to be the result of the Contractor's negligence, in which case the Contract shall not be additionally compensated.

Prior to performing any Major Corrective Maintenance, the Contractor shall submit a Cost Proposal to the IFM Contractor for approval. The Cost Proposal shall be a maximum, not to exceed price; shall include all labor and material costs associated with the Major Corrective Maintenance and shall be calculated on a per item basis (like items shall not be combined in the calculation).

Upon approval, a letter authorizing the work will be issued by the IFM Contractor and a copy of such letter must accompany the invoice for the Major Corrective Maintenance services. Please note that if subcontractors are to be used, the requirements of Section 3.20 '*Subcontracting of Work'* shall be met.

3.04 Work Not Included in Contract (Out of Scope Work)

The Contractor is not responsible for performing the following work:

a. Refinishing of the elevator car interior walls, elevator car interior ceiling, elevator car floor covering, and escalator balustrades, trim and moldings;

b. Maintenance and repair of lighting ballasts and fixtures in the elevator equipment room, except for the replacement of lamps or bulbs which is included;

c. Maintenance and repair of hoist way enclosure walls, hoist way door frames and hoist way sills;

d. Maintenance and repair of telephone company lines with the exception of elevator telephone or intercommunication systems which are included;

e. Maintenance and repair of main line power switches; and

f. Maintenance and repair of emergency power plants and associated supplies.

3.05 Maintenance Control Program (MCP)

Within fourteen (14) days after award of this Agreement, the Contractor shall submit to the IFM Contractor a Maintenance Control Program (MCP) for review and approval. The MCP shall be prepared in accordance with the requirements of the manufacturer's specifications, ASME A.17 and ASME A18.1 and shall include monthly reporting to the IFM Contractor. The MCP shall cover a period of at least twelve months, or the term of this Agreement, if fewer than 12 months, and shall be updated and resubmitted annually on the anniversary date of the award of the Agreement, or on a more frequent basis if agreed to by the IFM Contractor and the Contractor.

The approved MCP shall include, but not be limited to, the following;

a. The MCP shall articulate all required work in accordance with the manufacturer's recommendations and applicable ASME Standards in such a format that the IFM Contractor and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

b. The MCP shall include all tests and inspections (except Fire Service Testing).

c. The MCP shall contain a schedule for all Pre-maintenance Repairs.

d. The MCP shall document Minor and Major Corrective Maintenance activities.

e. The MCP shall include the minimum number of preventive maintenance hours of service to be provided per month for each elevator.

f. The MCP shall reflect the 12-month Agreement cycle, beginning upon Agreement or the entire term of the Agreement, if fewer than 12 months.

As part of the Maintenance Control Program, the Contractor shall submit, to the IFM Contractor, monthly MCP Status Reports showing progress made towards completion of the tasks contained in the MCP.

3.06 Contract Pricing

Pricing shall include a Monthly Maintenance Fee, Fire Service Testing Fee, Labor Markup Rate and Materials Markup Rate.

Pricing shall include the cost of meeting all specifications set forth.

3.06.1 Monthly Maintenance Fee

The Contractor shall provide a 'Monthly Maintenance Fee' for the performance of preventive maintenance services and Minor Corrective Maintenance services. Preventive Maintenance and Minor Corrective Maintenance services are defined in Section 3.02 'Preventive Maintenance and Section 3.3 'Corrective Maintenance' respectively.

3.06.2 Fire Service Testing Fee

The Contractor shall provide a '*Fire Service Testing Fee*' for the performance of the monthly "manual test" of the Phase I and Phase II Fire Service Testing as required by ASME A17.1. This fee shall be on a per month basis per Elevator and shall include all costs associated with performance of the tests. This testing shall be performed by the Contractor and the results shall be submitted along with the monthly Maintenance Control Program status reports, however the IFM Contractor reserves the right to remove this testing from the scope of work for facilities where it can be performed by in-house staff, in which case no fee will be charged by the Contractor.

3.06.3 Labor and Material Markup Rates

The Contractor shall provide a percent markup rate for labor, designated as the 'Labor Markup Rate' and a percent markup rate for materials, designated as the 'Materials Markup Rate' for the assessment of value of Corrective Maintenance, and for the performance of Major Corrective Maintenance repairs. For labor the percent markups will be offered over the then-current New York State prevailing wage rates plus supplemental benefits in the county in which the work is performed for Elevator Mechanics and Helpers, and the prevailing wage rates and supplemental benefits paid will be the current rates listed for the date the work is performed in the county in which the work is performed:

The Labor Markup Rate shall include all costs (such as salary payments in excess of the prevailing wage rate, benefits, overhead, profit, training, recruitment, etc.) and no additional compensation will be allowed in addition to the Labor Markup Rate bid.

For materials, the percent markup will be offered over the actual cost of the materials used in the work. The Materials Markup Rate shall include all costs (such as overhead, profit, etc.) and no additional compensation will be allowed in addition to the markup bid.

Cost of Materials

When procuring materials for Major Corrective Maintenance work, the following guidelines shall apply:

1. The Contractor shall submit detailed invoices for all materials with their cost proposals for Major Corrective Maintenance.
2. The Contractor shall procure materials using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts to obtain favorable pricing and shall document same by obtaining written quotes from at least three (3) responsible sources before selecting the best price and terms using the following guidelines:
    i. Each quote will be solicited in a form and manner conducive to uniformity in all quotes. The Contractor will maintain documentation of the solicitation and results.
    ii. If the Contractor desires to accept other than the lowest priced materials, or where competitive bids are not possible, adequate justification must be provided to the Authorized User for required prior approval.

iii. The IFM Contractor shall submit to the Director of Real Property Management and Facilities or his/her designee the Contractor proposal for review and approval. OGS shall be free to accept or reject any material costs submitted for approval, and the Contractor shall provide the IFM Contractor with copies of all documentation requested in relation to such approval rights.

3.07 Callback Service

The Contractor shall provide 24-hour-a-day, 7 day-a-week callback service which shall be included in the cost of the Monthly Maintenance Fee. Should a callback occur outside of Business Hours, resulting in the actual payment of Overtime to an employee, reimbursement will be made for the use of Overtime in accordance with Section 7.21 '*Overtime*' unless the callback is due to the fault or negligence of the Contractor, which shall be determined by the IFM Contractor, in which case no additional Overtime reimbursement will be made and the service costs will be deemed fully covered by the Monthly Maintenance Fee.

The IFM Contractor will provide the Contractor with a list of individuals who are authorized to call for Emergency Callback Services and the Contractor shall provide the IFM Contractor with the names and telephone numbers (home, cellular, and office) of the persons to be contacted for service. Both parties shall keep this list updated as required.

In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the IFM Contractor or those persons designated by the IFM Contractor, in accordance with the following schedule:

a. Within one (1) hour after receipt of request for any stalled Lift Equipment containing trapped passenger or any Lift Equipment designated in this Agreement as being essential. In the event a passenger is trapped in stalled Lift Equipment, the procedures specified in the ASME A17.4, 'Guide for Emergency Evacuation of Passengers from Elevators' shall be followed.

b. Within the first two (2) regular work hours of the next regular working day for any of the other Lift Equipment covered by this Agreement Project Definition.

c. For each callback service call, the Contractor shall provide the IFM Contractor a 'Callback Report' within the timeframe specified in Section 3.11 '*Deliverables*'. The 'Callback Report' shall include a copy of the work ticket(s) along with supporting documentation, the format of which shall be approved by the IFM Contractor in advance of the first submittal. Callback Reports shall contain the following minimum information:

   (a) Name and address of the Contractor
   (b) Name of the Contractor's employee in charge of the work
   (c) Name of the Contractor's employee(s) performing the work.
   (d) Date(s) work performed and work hours expended
   (e) Brief description of work performed/corrective action including equipment identification
   (f) Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

3.08 Notification of Conditions Requiring Repair

The Contractor shall give immediate notice to the IFM Contractor of any apparent damage, defects or repairs required to the Lift Equipment covered under the resulting Agreement. This notice shall consist of both verbal notification on the day of discovery and written notice within three days thereof.

In addition, for any conditions the Contractor interprets to be excluded from Contract under Section 3.04 *Work Not Included in Contract,* the Contractor shall notify the IFM Contractor, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the Lift Equipment. The IFM Contractor reserves the

right to solicit offers from, and have corrections or repairs made by, other sources for work outside the scope of the resulting contract(s).

3.09 Safety Inspections and Tests (Excluding Fire Service Testing)

All inspection and testing services identified in this section shall be included in the Monthly Maintenance Fee bid by the Contractor. No additional costs will be paid for inspections and testing outside of the Monthly Maintenance Fee, except for Fire Service Testing.

The Contractor shall perform all periodic inspections and tests for the Lift Equipment, in accordance with the requirements of ASME A17 and ASME A18, and all such inspections/tests shall be witnessed by the OGS' approved Qualified Elevator Inspector (QEI).

All tests and inspections shall be included in the Maintenance Control Program.

The IFM Contractor shall schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment. The Contractor will be allowed a fifteen (15) day timeframe from the date of the last inspection and test are due. The periodic inspections and tests shall be conducted during Business Hours unless otherwise approved by the IFM Contractor. Tests that require building shutdown will be scheduled outside of normal Business Hours with the IFM Contractor's authorization.

The Contractor shall provide skilled and competent mechanics to perform the tests and inspections, in accordance with the staff requirements. The tests and inspections shall be witnessed by the OGS' approved QEI, and the QEI shall determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then the IFM Contractor will be contacted and the Contractor shall be required to change the staff.

Should there be any delay of more than one-half (1/2) hour during testing, the Contractor is required to immediately contact the IFM Contractor, and failure to do so will result in the Contractor being responsible for the IFM Contractor's employees use of time, and the costs of the QEI (as determined by the contract rates between the IFM Contractor and QEI).. Otherwise the QEI services shall be paid for separately by the IFM Contractor.

3.10 Contract Meetings

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same will be included in the Monthly Maintenance Fee.

2. Upon award of Agreement this Agreement and prior to the start of any work, the Contractor shall be available for an initial job meeting with the IFM Contractor. This meeting shall include:

    A. The Contractor's submission of the Maintenance Control Program to be reviewed and approved by the IFM Contractor.
    B. A review of all IFM Contractor facility use rules.
    C. An introduction for each respective IFM Contractor organization, chain of command, etc.

3. Unless otherwise directed by the IFM Contractor, there shall be monthly job meetings for the following purposes:
    A. Review job progress, quality of work, and approval and delivery of materials.
    B. Identify and resolve problems that impede planned progress.
    C. Agreement Maintain a sound working relationship between the Contractor and the IFM Contractor, and a mutual understanding of this Agreement requirements.
    D. Maintain sound working procedures.

3.11 Deliverables

The Contractor shall provide the following plans, services, requests and reports to the IFM Contractor within the timeframe shown below. For definitions of the reports contained in this table see Section 2.8 '*Definitions*'.

Deliverable	Date of submission and/or completion of work	Frequency
Maintenance Control Program (MCP)	14 (fourteen) calendar days after award of a Agreement and on each anniversary date of the award	See Section 3.05 'Maintenance Control Program'
Request to Work Outside of Normal Facility Business Hours	5 (five) days prior to the performance of the service	On demand
Monthly MCP Status Report, invoices for Monthly Maintenance Fee, Fire Service Testing (if applicable) and Major Corrective Maintenance Services	Fifth day of each month	Monthly (invoices may be sent separately for each item)
Completion of ASME Inspections and Testing	Within fifteen (15) days from the deadline from the performance of the last inspection or test performed.	Scheduled according to ASME A17 & ASME A18 requirements
Correction of deficiencies/violations identified by the Qualified Elevator Inspector	Within thirty (30) days after the report is received from the IFM Contractor Representative	On demand
Corrective Maintenance Report	Within five (5) calendar days after completion of the Corrective Maintenance	Monthly
Elevator Downtime Report	Twenty four (24) hours after the Elevator is out of service.	On demand
Callback Report	Within three (3) working days after completion	On demand

3.12 Liquidated Damages

If the Contractor fails to complete services in accordance with these specifications, within the times specified herein or in the applicable Agreement, it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the IFM Contractor would suffer because of such a breach the below provisions will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

For purposes of this Section 3.12 the 'Daily Rate' shall be calculated by dividing the number of working days in the respective month ("Monthly Working Days") into the 'Monthly Maintenance Fee' and multiplying the result by a fraction, the numerator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment subject to diminution of use at the Facility and the denominator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment at the premises covered by the resulting Contract(s). The IFM Contractor shall identify its working days and the length of such working days (e.g., 7:a.m.-6:00 p.m.) in this Agreement.

Daily Rate Formula:

$$\text{Daily Rate} = \frac{\text{Monthly Maintenance Fee}}{\text{Monthly Working Days}} \times \frac{\text{Number(s) of Lift Equipment. Subject to Diminution}}{\text{Total Number of Lift Equipment Under Contract}}$$

Example: Facility X has 15 elevators. During the month of September 2015, the Contractor failed in providing service to two elevators during the entire month. There are 21 working days in the month of September. The contract monthly maintenance fee is $ 12,000.00.

Daily Rate = ($12, 0000/21) x (2/15) = $75.19

3.12.1 LIQUIDATED DAMAGES FOR FAILURE TO RESPOND TO EMERGENCY CALLBACK SERVICE:

If the Contractor fails to timely respond to callback service as required in this Solicitation, the resultant contract(s), or any Agreement issued there under, deductions will be made, from future monthly invoice(s), at a rate of $100.00, per incident, to compensate the State for the loss of use of the Lift Equipment and the inconvenience created thereby. Any additional costs incurred by the Facility Representative as a result of acquiring the services of an alternate elevator maintenance company, due to the failure of the Contractor to timely respond to callback service, will also be deducted from the monthly invoice. The IFM Contractor will notify the Contractor of failure to respond to a request for callback service and will deduct the appropriate withholding amount from future monthly invoice(s).

3.12.2 LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS:

If the Contractor fails to provide any of the parts covered in this Solicitation, the resultant contract(s), or any Agreement issued there under within 24 hours of establishment of need for such parts, the IFM Contractor will deduct the 'Daily Rate' (see Daily Rate Formula above) from future invoice(s) for every day until the parts are received, to compensate the IFM Contractor for the loss of use of the Lift Equipment and the inconvenience created thereby. For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. The IFM Contractor shall make the final determination, and will notify the Contractor of any failure to provide parts and will deduct the appropriate withholding amount from future monthly invoice(s).

3.12.3 LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTIVE MAINTENANCE:

If the Contractor fails to timely complete required preventive maintenance tasks, in accordance with the approved Maintenance Control Plan, this Solicitation, the resultant contract(s), the Contractor's proposal, the applicable manufacturer's preventative maintenance recommendations or the ASME codes, the IFM Contractor will notify the Contractor and will deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the required maintenance performance period until such time that the work is complete and accepted by the IFM Contractor . For example, if the maintenance item is due to be performed monthly and was not performed during the scheduled calendar month, but was performed on the 10th day of the next month, the Contractor would be assessed 9 days of liquidated damages for the period of non-compliance. Provided, however, that in the case of periodic tasks that are never performed by the time that the next performance period ends, liquidated damages assessment will cease for the prior performance period when the next performance period ends.

3.12.4 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE MAINTENANCE DEFICIENCIES AS CITED BY THE STATE QUALIFIED ELEVATOR INSPECTOR:

If the Contractor fails to timely correct maintenance deficiencies as identified by the State's Qualified Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the State's Qualified Elevator Inspector/Inspection Report or 30 days from Contractor's receipt from the IFM Contractor of the Qualified Elevator Inspector's inspection report, the IFM Contractor will notify the Contractor and deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the due date until such time that the work is complete and accepted by the IFM Contractor .

3.12.5 LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED LIFT EQUIPMENT DOWN-TIME:

Lift Equipment cannot experience unscheduled down-time of more than six Facility working days per contract year per piece of Lift Equipment unless the Contractor's failure to place the Lift Equipment back into service arises out of causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If Lift Equipment is down longer than the acceptable amount of time specified above, the Excess Lift Equipment Downtime Liquidated Damages Formula below will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

The Contractor's liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of Lift Equipment subject to diminution of use at the premises and the denominator of which shall be the number of Elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time in excess of the threshold six Facility working days per year per elevator/escalator and the denominator of which shall be the number of days in the year that

the Facility is in operation. Unscheduled down time of less than 50% of the IFM Contractor working days as identified in the Agreement shall not be charged against the Contractor; and down time of 50% or more of the IFM Contractor's working days as identified in the Agreement shall be counted as a full day. "Yearly contract cost" as used herein shall mean the fixed maintenance cost payable by the IFM Contractor for the contract year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Solicitation once the Lift Equipment experiences unscheduled down-time of more than six Facility working days per year per piece of Lift Equipment Unscheduled down-time means the length of time that the Lift Equipment is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the IFM Contractor (e.g. time for tests or inspections). The length of time that Lift Equipment is out-of-service shall be measured by the IFM Contractor; beginning at such time the IFM Contractor notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service.

Excess Lift Equipment Downtime Liquated Damages (EEDLD) Formula:

$$\text{EEDLD} = (\text{contract yearly amount}) \times \frac{\text{\# of Lift Equipment out of service}}{\text{Total Number of Lift Equipment under this Contract}} \times \frac{\text{Number of days out of service in excess of six Facility working days}}{\text{Annual Working Days}}$$

Example: Facility Y has 16 elevators. During the month of January 2014, elevator number 8 was out of service the entire month. The contract yearly amount is $ 60,000. There were 22 Facility working days in January; therefore there were 16 days of excess elevator downtime in January. There were 260 Facility working days in 2014.

EEDLD = $60,000 x (1/16) x (16/260) = $230.77

3.12.6 LIQUIDATED DAMAGES FOR FAILURE TO TIMELY SUBMITTHE MAINTENANCE CONTROL PLAN (MCP) FOR APPROVAL:

If the Contractor fails to timely submit the MCP to the IFM Contractor for approval, the IFM Contractor will notify the Contractor and deduct one (1) time the Daily Rate (see above Daily Rate Formula) per Elevator, Escalators or other Lift Equipment from future monthly invoices for each and every day late until such time that the MCP is submitted to the IFM Contractor for approval. The MCP is the support documentation used by the IFM Contractor to certify that the maintenance service had been performed. In addition to the assessment of liquidated damages, the non-submittal the MCP will also result in a suspension of payments for the preventive maintenance monthly fee.

3.12.7 LIQUIDATED DAMAGES FOR FAILURE TO TIMELY PERFORM REQUIRED ASME SCHEDULED TESTS:

If the Contractor fails to timely perform all required tests and inspections, in compliance with Section 7.7 'Safety Inspection and Tests', except for causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), the Contractor will be assessed liquidated damages to compensate the State for the inconvenience and potential liabilities resulting from Contractor's untimely performance. The liquidated damages shall be equal to two (2) times the Daily Rate (see above Daily Rate Formula) for each and every day beyond the due date until such time that the tests or inspections are complete and accepted by the IFM Contractor. Such liquidated damages shall be deducted from future monthly invoice(s).

3.12.8 GENERAL:

In the event that the Contractor's performance results in the possibility of assessing multiple types of liquidated damages for a piece of equipment for the same time period, with the exception of liquidated damages for excessive unscheduled down time under subdivision 5 above which shall be in addition to all others, only one type of liquidated damages will be assessed for that piece of equipment for the subject time period. Provided, however that the type of liquidated damages to be assessed for that period shall be the one that would yield the largest amount of liquidated damages payment to the IFM Contractor.

3.13 Performance Evaluations

The Contractor's performance shall be monitored by the IFM Contractor to ensure that all work is performed in accordance with these specifications and/or the specifications established in this Agreement. In cases of poor contract performance, an IFM Contractor shall submit a deficiency report using the Performance Survey to the Office of General Services. Should a Contractor receive three deficiency reports from the IFM Contractor documenting unsatisfactory performance, OGS reserves the right to suspend the Contractor from participating in future Agreements in either a specific facility, region or on a statewide basis at the discretion of the Commissioner.

Benchmarks for evaluating the Contractor's performance include, but are not limited to, the following items:

1. Completion of the scheduled preventative and corrective maintenance as specified by the manufacturer's recommendations, ASME A17.1 and ASME A18.1.
2. Completion of work check charts and the MCP report for the Lift Equipment.
3. Timely completion of all work required as a result of maintenance deficiencies noted as a result of the OGS' Qualified Elevator Inspector (QEI) testing/inspections or maintenance auditing. The maintenance deficiencies shall be completed within thirty (30) working days of the receiving date of the testing/inspection report from the QEI. Within three (3) working days of said test/inspection, Contractor shall provide the IFM Contractor a schedule and a proposal, if applicable, which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
4. Down-time of not more than six Facility Working Days per year per piece of Lift Equipment. Down-time means the length of time that a piece of Lift Equipment is out-of-service. The length of time that a piece of Lift Equipment is out-of-service shall be measured by the IFM Contractor ; beginning at such time the IFM Contractor notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in being able to place the Lift Equipment back into service, Contractor shall provide the IFM Contractor two forms of documentation proving that such delay is beyond Contractor's control. An example of acceptable documentation may be written statements from two independent suppliers of a particular part(s) that are not readily available, and accompanied by a shipping date of such availability. Upon verification, IFM Contractor may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of God and vandalism.
5. Responsiveness to Emergency Callback Services placed by the IFM Contractor or his/her designee, in compliance with the timeframe established on section 3.07 '*Callback Service'*.
6. The Contractor's failure to repair or correct deficiencies detected during the performance of the preventative maintenance or reported to the Contractor by the IFM Contractor

3.14 On-Site Work

Services performed on-site by Contractor's employees, subcontractors or agents shall be rendered in accordance with the following requirements:

1. The Contractor shall be completely responsible for all performed work, including the work of all subcontractors, including any damages or breakdowns caused by the failure to take appropriate action.
2. The Contractor is responsible for taking all necessary precautions to avoid damage to the OGS' equipment or facilities. Should any damage occur due to the Contractor's operations, the Contractor

shall immediately notify the IFM Contractor, and shall repair/replace the damaged property at the Contractor's own expense.

3. The Contractor is required to follow all applicable facility rules and regulations.
4. The Contractor's Elevator mechanics, helpers, subcontractors and their associated personnel shall follow all check in/check out procedures, including the signing of building logs when required, in accordance with the Facility's procedures and guidelines. Failure to follow check in/check out procedures, whether intentional or not, may be understood to mean that services were not performed.
5. The IFM Contractor will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
6. No illegal drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
7. The IFM Contractor reserves the right to reject and bar from their facilities any employee hired by the Contractor for legitimate reasons including, but not limited to, performance or security based issues.
8. All Lift Equipment machine rooms, hoist ways, pits, and Lift Equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
9. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the IFM Contractor, or designee, for all commonly used products and shall provide a separate listing of the 1-800 emergency telephone numbers for all products.
10. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate.
11. The Contractor will use reasonable care to minimize the risk that its work poses to the environment, the customers, the general public and the contract employees.
12. The Contractor shall immediately notify the IFM Contractor in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.

3.15 Inspection of Work

The quality of service will be subject to inspection by the OGS or OGS' designee at any time. For all such inspections, the Contractor shall provide an elevator mechanic who shall be on site during the testing, and the cost shall be included in the Monthly Maintenance Fee. Should it be found that the quality of services being performed is not satisfactory to OGS, and that the requirements of the specifications are not being met, the IFM Contractor may terminate the Agreement and employ another Contractor to fulfill the requirements of the contract.

3.16 Staffing

All work under the resulting Contract(s) shall be performed by skilled, competent, journeyman elevator mechanics directly employed or supervised by the Contractor or an approved subcontractor. Elevator mechanic helpers may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three (3) years of experience maintaining Lift Equipment. Sufficient personnel shall be assigned to meet the requirements of the Agreement

If required in the Agreement Project Definition, the Contractor shall provide proposed staffing information with their Agreement response (including but not limited to the names of Elevator Mechanics, their years of experience, etc.) that may be evaluated by the IFM Contractor as part of their award methodology.

On-Site Mechanic

When the scope of the Agreement justifies a continuous presence at the work site to perform preventive maintenance and minor corrective maintenance, the IFM Contractor may require that an on-site mechanic be stationed at the facility for a specified amount of time each work day. All requirements for an on-site mechanic, including the minimum amount of time that the mechanic must be present, shall be specified in

the Agreement. All costs for the On-site Mechanic shall be included in the Monthly Maintenance Fee bid, and no additional reimbursement will be made for the On-site Mechanic.

Scheduled Building Shutdowns
An elevator technician or mechanic shall be required to be on site during all building shutdowns. Scheduled shutdowns typically occur during non-business hours (i.e.: 5:00 pm to 7:00 am business days, 24 hours on weekends and holidays), last for a duration of approximately eight hours and there are typically two scheduled building shutdowns each year. The cost of labor for shutdowns will be included in the price bid for the Monthly Maintenance Fee.

Access for Repairs to Equipment Located Near Lift Equipment

Should equipment (including but not limited to security systems or fire alarms) located in or near Lift Equipment require assistance with access, the Contractor shall provide an elevator mechanic who will be on site to assist with access, and the cost of this assistance shall be included in the Monthly Maintenance Fee.

3.17 Documentation and Record Keeping

The Contractor shall maintain the following documentation and records on-site, for the use of the QEI and IFM Contractor:

- Wiring diagrams
- Code identified written and unique procedures
- Code identified checkout procedures
- Emergency elevator evacuation procedure
- Corrective maintenance records
- Parts and equipment replacement records
- Oil usage records
- Periodic Tests records
- Replacement criteria compliance records in accordance with ASME A17.1 and A18.1
- Call Back records

The Contractor shall also maintain the following documentation and records on-site in the elevator machine room:

- Equipment cleaning procedures shall be posted in a transparent enclosure for protection.
- MCP records

In addition, upon request the Contractor shall provide the IFM Contractor with the manufacturer's preventive maintenance recommendations and the preventive maintenance requirements from the latest adopted editions of ASME A17 and ASME A18.1 for the equipment covered under this contract.

3.18 Work Scheduling

All work performed under the resulting Agreement shall be coordinated with the IFM Contractor in advance (prior to arrival at the facility) to ensure that the Lift Equipment is available and that access to the site can be provided.

In addition, when arriving at the Facility, all Contract personnel shall report to the IFM Contractor in such a manner as pre-determined by the IFM Contractor, and when exiting the facility, the Contractor's personnel shall again report to the IFM Contractor's Representative. Such attendance and reporting shall be documented in a manner defined by the IFM Contractor.

Should it be required to remove Lift Equipment from service, the elevator mechanic shall coordinate the removal with the IFM Contractor. The number(s) of Lift Equipment units removed from service at one time

shall be pre-approved by the IFM Contractor, and typically not more than one (1) Lift Equipment unit shall be removed from service at a time.

The time of day that each Lift Equipment unit can be shut down for routine maintenance shall be scheduled with the IFM Contractor to minimize the disruption caused by the Lift Equipment being out of service. In instances where the performance of the service requires the Lift Equipment to be out of service for a period exceeding sixty (60) minutes, the Contractor shall notify the IFM Contractor. The Contractor shall provide to the IFM Contractor the reason for keeping the Lift Equipment out of service for longer than sixty (60) minutes, and the estimated timeframe to return the Lift Equipment back to service. If Lift Equipment designated as essential is out of service for a period exceeding sixty (60) minutes, the IFM Contractor may designate alternate Lift Equipment as essential through notification of the Contractor, and this designation shall remain in effect until all Lift Equipment is placed back in service.

3.19 Overtime

The use of Overtime by the Contractor must be pre-approved by the IFM Contractor in order for the Contractor to be eligible for reimbursement for Overtime in accordance with this section. When pre-approval to use Overtime is granted and the service being performed is covered under either the 'Monthly Maintenance Fee' or 'Fire Service Testing Fee', the Contractor shall pay its employees, at a minimum, the Overtime-hourly rate required by the NY State prevailing wage rate schedules and the IFM Contractor will separately reimburse Contractor for the difference between the regular Prevailing Wage rate and the overtime-hourly rate. When pre-approval to use Overtime is granted and the service being performed is covered under Major Corrective Maintenance, reimbursement will be made at the overtime-hourly rate required by the NY State prevailing wage rate schedules.

Should the Contractor work Overtime without pre-approval, no reimbursement will be made to the Contractor for the payment of Overtime prevailing wages.

3.20 Subcontracting of Work

OGS considers the Contractor to be the sole contractor with regard to all provisions of this Contract. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Contract. The Contractor accepts full responsibility for the actions of all employees or subcontractor/subcontractor's employee(s) who carry out any of the provisions of this Contract.

At the discretion of the IFM Contractor, a limit may be placed on the total value of all subcontracting work during the term of each Agreement, exclusive of New York State certified MWBE firms. If such a limit is imposed, it shall be specified in the Agreement and expressed as a not to exceed percentage of the total Agreement value.

If subcontractors are to be used for the performance of services covered by the Monthly Maintenance Fee, it is understood that the bid price includes the cost of the subcontractor and no additional compensation will be allowed. If subcontractors are to be used for the performance of Major Corrective Maintenance, all pricing and associate terms and conditions established under the Centralized Contract shall apply.

During the term of this Contract and before any part of the any Agreement is subcontracted, the Contractor shall submit to the IFM Contractor, in writing, the name of each proposed subcontractor and obtain written consent for the use of each subcontractor. This information shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by the IFM Contractor without causing delay in the work of the Task Oder, and the Contractor shall promptly furnish such information as the IFM Contractor or his/her designee may require concerning the proposed subcontractor's ability and qualifications.

3.21 Materials and Equipment

The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime caused by the need to procure spare parts. The Contractor shall have and maintain on hand within the region, or adjacent County, a supply of spare parts

sufficient for the preventative and corrective maintenance and expedient emergency repair of the Lift Equipment and shall also provide an adequate supply of tools to make repairs without any undue delay. At the Facility, the IFM Contractor shall provide sufficient metal storage cabinet space for spare parts and metal containers for the storage of waste and other flammable materials. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the IFM Contractor Representative.

The Contractor shall provide all replacement parts and equipment of every description. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an “equal” item may be acceptable, provided advance written approval of the item is obtained from the IFM Contractor.

All new parts shall have at least a one year warranty. All new equipment shall have either a one year warranty or the manufacturer’s warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost to the IFM Contractor.

All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the IFM Contractor Representative for inspection prior to replacement. IFM Contractor retains right to keep all worn out, damaged and defective parts being replaced.

3.22 Equipment, Wiring, and Circuit Changes

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the Lift Equipment unless authorized in writing by the IFM Contractor. The Contractor shall submit any such proposed change to the IFM Contractor for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of and justification for the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the IFM Contractor with three exact copies of as-built drawings of the modifications including a complete description of the changes. The cost for all drawings and wiring diagrams shall be included in the Monthly Maintenance Fee.

3.23 Schematic Wiring Diagrams

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each machine room for the Lift Equipment contained therein. To the extent that any of the required schematic wiring diagrams are not available at the time of the award of the Agreement or cannot be retrieved from the previous contractor, the Contractor is to provide replacement diagrams to the IFM Contractor. All schematic diagrams shall become the property of the IFM Contractor, and the cost for schematic wiring diagrams shall be included in the Monthly Maintenance Fee. *Please note for Agreement Project Definitions that do not require this service, the costs should be removed from the price bid for the Monthly Maintenance Fee in order to provide the most competitive bid.*

3.24 Contractor Close-Out Inspection and Repair

The IFM Contractor may at its sole discretion elect, at least sixty (60) days prior to the expiration of the Agreement to, have the Contractor and the IFM Contractor’s Representative, or designee, undertake a complete examination of the Elevators covered under the Agreement. The Contractor shall coordinate and schedule the examination with the IFM Contractor’s Representative. It is the responsibility of the IFM Contractor’s Representative to determine if such an examination is warranted, and the IFM Contractor’s Representative is advised to contact an independent Qualified Elevator Inspector to assist with the examination.

The IFM Contractor's Representative or designee, with the assistance of the Qualified Elevator Inspector, shall prepare an Existing Deficiency Report listing all deficiencies noted during the examination and the Contractor shall correct all deficiencies, with compensation made in accordance with either the provisions for Minor or Major Corrective Maintenance depending on the total cost of the repair, prior to the expiration of the Agreement.

3.25 Examination of Buildings, Lift Equipment to be Serviced and Contract Documents

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work during the mandatory site visit 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 Agreement is to be executed.

The IFM Contractor's interpretation of specifications shall be final and binding upon the Contractor.

3.26 Reporting Requirements

The Contractor shall provide the following reports to either the IFM Contractor or OGS as detailed in the following sections. Failure to submit reports on a timely basis may result in Contract suspension and/or termination and designation of Contractor as non-responsible. The Contractor agrees that OGS reserves the right to amend the data elements collected in these reports. Such amendments shall not be substantive in nature and shall reflect information relevant to monitoring the expenditures under the Contract.

Monthly Reports

The Contractor shall submit to the IFM Contractor a monthly electronic report, within 5 (five) business days of the following month, for each Elevator serviced. The format of the monthly report and the specific information provided shall be pre-approved by the IFM Contractor and shall contain the following minimum information:

- The site location and Elevator identification number
- The date and time (in work hours) required to perform the work including arrival and departure times
- The type of work performed on the Elevator (preventative maintenance, corrective maintenance, repair, callback service, other)
- A description of the work performed on the Elevator
- A summary of the cost of the work
- In the case of callback service a description of the callback and corrective action taken
- A list of all materials used
- A list of all work scheduled to be performed, but that was not completed during the specified time frame.

4 Equipment to be Maintained

*Freight Elevators authorized to carry passengers must be maintained and inspected as passenger elevators.

Elevator Number	Number of Floors Served	TYPE	Description	Speed (FPM)	Capacity (lbs)	Years Installed or Upgraded	Elevator Essential	Semi- Annual Inspection	Cat 1	Cat 5
E-1	13	Gearless Traction	Passenger	350	3000	1987	N	6/12/2015	6/12/2015	6/12/2014
E-2	13	Gearless Traction	Passenger	350	3000	1987	Y	6/20/2015	6/20/2015	6/20/2014
E-3	13	Gearless Traction	Passenger	350	3000	1987	N	6/19/2015	6/19/2015	6/19/2014
E-4	13	Gearless Traction	Passenger	350	3000	1987	N	6/12/2015	6/12/2015	6/12/2014
E-5	13	Gearless Traction	Passenger	350	3000	1987	Y	6/12/2015	6/12/2015	6/12/2014
E-6	13	Gearless Traction	Passenger	350	3000	1987	N	6/19/2015	6/19/2015	6/19/2014
E-7	15	Gearless Traction	Freight	150	4000	1987	Y	6/19/2015	6/19/2015	6/19/2014

Exhibit B-3

Integrated Pest Management

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Exhibit B-4

INTEGRATED PEST MANAGEMENT (IPM)

1.0 General Overview

1.01 Background

NYSOGS is seeking an Integrated Facility Management (IFM) Contractor to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services.

The Integrated Pest Management Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

2.0 Qualifications

The Contractor is certified to meet all the following requirements:

2.01 The Contractor is a professional pest management business that practices IPM methods handling industrial, commercial, and institutional accounts for at least three (3) years.

2.02 The Contractor maintains a current Pesticide Business Registration from the New York State Department of Environmental Conservation. The Contractor must provide an updated copy of this registration as the prior one expires.

2.03 The Contractor employs personnel properly certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision 6 NYCRR : Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories:

1. 325.16 (g) (1) - Structural and Rodent Control; This subcategory includes pests, such as but not limited to, rodents, roaches, ants, fleas, ticks and stinging and biting insects within or associated with structures, excluding food processing areas and post construction wood destroying organisms. This subcategory does not include the application of termiticides.

2. 325.16 (g) (5) - Food Processing – This subcategory includes commercial pesticide applications to areas other than individual residences, where exposed food or food products are prepared, packaged or held for further distribution or consumption, including the use fumigants to control appropriate food pests. Other categories which applied to any work in the facilities indicated herein.

2.04 The Contractor has a Board Certified Entomologist or equal professional scientist available on an as needed basis.

2.05 This entomologist or equal professional will provide supportive consultation and training under this contract when required.

3.0 Staffing

Qualifications and Experience: Pest management professionals assigned to these facilities by the Contractor must be Certified Pesticide Applicators, Certified Pesticide Technicians, or Apprentices under their direction, and possess the following minimum qualifications and experience:

3.01 Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.

3.02 Possess New York State certification in category 325.16 (g) (1) 7a, Structural and Rodent, and 325.16 (g) (5) Food Processing.

3.03 At least one (1) year of recent full-time paid experience in professional pest management with experience in large, high rise, open office design facilities similar to those at NYS.

3.04 The Contractor shall supply and insure that each service Certified Applicator and Certified Technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.

3.05 All personnel providing on-site pest management services must be certified in appropriate categories as per Section 1.03 (above) as Certified Commercial Pesticide Applicators, or Certified Pesticide Technicians. Apprentices will be permitted to work on site only under the immediate supervision of a Certified Applicator or Certified Technician.

4.0 Scope

4.01 Pests Included

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

4.02 Pests Excluded

The following pests are excluded from this contract: birds, bats, squirrels, chipmunks, skunks and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests for additional fees, see Section 13 (below)

5.0 IPM Program: Initial Comprehensive Inspection

5.01 It is required that as a qualified and experienced pest management professional, the Contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management.

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

5.03 The following specific points should be included in this evaluation:

1. Identification of problem areas in and around the building.
2. Identification of structural features or personnel practices that are contributing to pest infestations.
3. Evaluation of previous management efforts.

4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
5. Informing the contractor of any restrictions or special safety precautions.

6.0 IPM Program: Submission of Plan

6.01 Following the initial comprehensive inspection of a building, the Contractor will develop a detailed Integrated Pest Management Plan and Service Schedule. This written plan and schedule must be submitted to the Facility Manager for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number, the building and specific location(s) and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap, the building and specific location(s) and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building. IPM Programs must be directed against the threat of pests not only from surrounding areas but also pests that may be introduced to the facilities via incoming foods, packages, cartons and other materials. In addition the plan should take into consideration Agency and facility requirements.

6.02 The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The Facility Manager will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The Contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the Contractor shall have five (5) working days to submit a revised plan and schedule.

6.03 Any subsequent changes in the plan and schedule and/or additions to the approved materials list must be approved by NYS OGS.

7.0 IPM Program: Inspection and Monitoring

7.01 Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract.

7.02 Throughout the duration of this contract, the premises covered will be inspected periodically by NYS to determine the effectiveness of the program. At the request of the Facility Manager, the Contractor may be subjected to an inspection from outside regulatory Agencies. Inspection results will be documented in writing. The Contractor shall promptly initiate actions to correct all deficiencies found.

7.03 It shall be the Contractor's responsibility to furnish an adequate supply of tools and materials necessary for the Facility Manager to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

8.0 IPM Program: Interventions

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

8.01 Structural Modifications: Unless otherwise stated, structural modifications for pest prevention and suppression shall not be the responsibility of the Contractor. The Contractor shall make detailed recommendations to the designated NYS contract of what structural modifications can reasonably be accomplished. The Contractor may complete such recommendations if mutually agreed upon with the Facility Manager.

8.02 Pest breeding places/nests must be eliminated in order to minimize the use of pesticides. Cracks, crevices, and other areas of floors, ceilings and walls must be kept sealed. Openings to the outside are to be protected against the entrance of insects and rodents.

9.0 IPM Program: Record Keeping

9.01 The Contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the designated on site office and maintained on each visit by the contractor.

9.02 The service log shall contain the following items:

1. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
2. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.
3. Date chemicals were applied, location and amount of chemicals applied number of non-chemical monitoring devices used and locations.
4. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.
5. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.
6. Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).

10.0 IPM Program: Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the Contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or for emergency service, may be recommended by Contractor to the Facility Manager, or initiated by the Facility Manager. When such requests for emergency services are submitted by the Facility Manager, the Contractor shall acknowledge the receipt of the request, on the on the day of the request. The Contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

11.0 IPM Program: Pesticide Applications

11.01 **Pesticide Applications** shall be used primarily as a last resort and only after prior approval by NYS on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable: NYS shall receive from the Contractor or its technicians sample labels of all chemicals and materials.

11.02 In cases where it has been determined that a particular chemical or product in use at these facilities has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.

11.03 Within thirty (30) days from the start of this contract, the Contractor shall provide to NYS, the following safety and technical data for chemicals to be used in these facilities:

1. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
2. Material Safety Data Sheets for each chemical.
3. Antidote data where applicable, including a copy of a standard quick reference chart.
4. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.

11.04 All pesticides shall be securely stored on site in an area designated by the Facility Manager and maintained by the Contractor in a safe manner when not being used.

11.05 The Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective clothing will also be worn when necessary. All pesticides used by the contractor must be registered with the EPA and the NYS DEC. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

11.06 The Contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.
2. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
3. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever occur.

11.07 Pesticides should be applied in such a manner to prevent contaminating persons, food, property and buildings. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate with the Facility Manager to properly ventilate, where necessary, the premises before tenants re-occupy the building. Tenants should remain out of the sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with the Facility Manager’s specific approval.

11.08 Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.

11.09 Contractors must comply with all local and state regulations codes regarding timely prior notices.

12.0 IPM Program: Rodent Management

Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations must be checked daily. The Contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

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

The lids of all bait boxes must be securely locked or fastened shut.

1. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
2. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
3. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.
4. All bait stations and traps shall have such tags or labels affixed so as to enable the Contractor to enter their signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.
5. The Contractor shall make a floor plan (or utilize floor plans supplied by NYS) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap monitoring form shall be completed, indicating the service of each pesticide bait station and trap and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).
6. The Contractor shall be responsible for picking up and disposing of all rodent or other carcasses in or around buildings listed in this contract within 24 hours of notification by the Facility Manager.

13.0 Service Timing

It shall be the Contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The Contractor's on-site supervisor shall be responsible for coordination with the Facility Manager at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the Contractor shall notify the Facility Manager at least two (2) days in advance, and all arrangements will be coordinated between NYS and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The Contractor shall allow the Facility Manager sufficient time to inform tenants of application and assure the security of the areas treated.

14.0 Additional Services

14.01 From time to time, The Facility Manager may request that the Contractor perform additional services in the control of various pests. These may include, but not be limited to:

1. Control of nuisance wildlife for which a Nuisance Wildlife Control Operator (NWCO), as licensed by the NYS Dept. of Environmental Conservation, will be required.
2. Control of termites, for which a certification under Section 325.16 (g) (3) “Termites” will be required
3. Control of mosquitos, for which a certification under Section 325.16 (c) “Ornamental and Turf Pest Control” will be required.

14.02 In the event that Additional Services are requested by the Facility Manager, The Contractor must respond, and provide a detailed estimate, including labor and materials for the required service, and provide a basis for which the rates can be justified.

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

15.0 Pesticide Neighbor Notification Law

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

Exhibit B-4
Window Cleaning

BACKGROUND:

NYSOGS is seeking an Integrated Facility Management (IFM) Contractor to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services.

The Window Cleaning Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

If any additional scaffolding/lifts are needed at the facility to wash the windows, it shall be the responsibility of the Contractor to provide this equipment, and obtain approvals as necessary for the equipment's proper set-up and operation.

QUALIFICATIONS:

1. Contractor must show that they are currently performing, and have had at least three (3) years' experience in comparable work. Contractor must provide at least five (5) references for whom work, as specified herein, has been performed and who can verify the quality of workmanship. For all work performed in the New York City area, the Contractor must possess a New York City Rigger's License for the contract duration.

GENERAL REQUIREMENTS:

The general intention of the Contractor's scope of work for this full service contract is to provide all labor, material, equipment, transportation, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment, consistent with the applicable health and safety codes, rules, and regulations necessary for the performance of building window washing.

The Contractor shall perform window washing identified herein, once in the first contract year and every other year thereafter.

SCOPE

CLEANING GLASS SURFACES:
The Facility Manager will make all the necessary arrangements to ensure the window areas are unobstructed. The Contractor shall provide workers with all equipment, materials and supplies (stepladders, etc.) to perform the required services. No State-owned equipment, materials or supplies shall be used to perform window washing services. Workers shall not stand on furniture or windowsills.

All work is required to be performed by trained, and where necessary, certified window washers.

All glass window surfaces shall be clean in a way to obtain a uniformly bright surface free of drips, streaks, soap residue, insects and foreign material. Contractor shall protect window frames and surrounding surfaces as appropriate so as not to stain or damage surfaces.

All moisture and drippings on the sills and frames shall be removed. All operable windows shall be secured after cleaning. All window coverings (e.g. venetian blinds, curtains) shall be returned to their original position.

The Contractor shall remove all their equipment, material and supplies from all areas when items are not being used for services. All equipment, materials and supplies must be removed from the premises unless storage areas are granted and previously approved by the Facility Manager.

Any damages to windows including coverings, building, occupant's furniture or equipment shall be immediately reported to the Facility Manager. Contractor shall report any deterioration of windows, sills and frames to the Facility Manager immediately.

All work shall be done in such a manner as to create a safe and unobstructed working environment for occupants of the building. Work shall be done in a manner as to be of little disruption to occupants of the building.

ADDITIONAL SERVICES:
Additional Services shall include those services requested to be performed, which are not included in the bid base services, such as but not limited to Emergency Services and Additional Window Cleaning Services, other than the pre-scheduled, pre-approved work (and must be approved) by the
The Contractor shall be available to provide emergency cleaning services to include but not be limited to; fire, flood, smoke, and any other type of unforeseen emergency as determined by the Facility Manager. Contractor shall be compensated for emergency window cleaning services as "additional services". During an emergency, the Contractor will be required to be onsite within 24 hours, after receiving the request from the Facility Manager with adequate staff to begin mitigating the emergency.

GUIDELINES

SAFETY OF WORK:
Contractor shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs must indicate that men are working above. All equipment, apparatus or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide all safety cones and signs.

All set up, rigging, equipment anchoring, window cleaning, etc. must adhere to applicable laws, codes, rules and regulations. The Contractor, prior to providing any services must submit to the Facility Manager or his/her designee, the work plan along with the documentation demonstrating that the codes and regulations are being complied with.

PERFORMANCE STANDARDS:
The following performance standards must be strictly adhered to during the term of the contract. These standards define expectations, detail cleaning requirements, and provide building information and particulars. The work shall be completed in a workmanship manner consistent with industry Standards.

Quality Control and Work Project
The Contractor shall provide a written quality control program and Work Project to ensure the highest quality and safety of work possible. This program shall contain at least the following items:

1. **Schedule of Work.** The Sub-Contractor shall submit to the Facility Manager a schedule of work. The schedule shall be based on milestones, accounting for possible interruptions in the performance of the service due to weather related issues, building events, or any other unpredictable occurrence. The schedule shall be itemized and shall list all the tasks to be performed by each staff and supervisor(s). The schedule shall contain at minimum: a description of the number of employees to be utilized, man-hours to be worked, etc. The Facility Managers will review the schedule and approve or request modifications in order to avoid conflicts with the buildings activities.
2. **Staffing Plan.** The Sub-Contractor shall submit to the Facility Manager a detailed Staffing Plan. The Staffing Plan must contain the name of each staff member and detailed job description, including stand-by staff to make up for potential absences.

Cleaning Products List.
The Contractor shall submit to the Facility Manager a Cleaning Product List, in compliance with OGS **Green Cleaning Requirements** (updated 05/23/11) **Regulations**

Equipment List.
The Contractor shall submit to the Facility Manager list of equipment, including temporary scaffolding, and safety equipment, to be used in the performance of the service.

GREEN CLEANING REQUIREMENTS (UPDATED 05/23/11)
Regulations

1) **Executive Order No. 4 --** Establishes a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and to implement sustainability initiatives. The following link has all the information regarding NYS Executive Order 4 and NYS Green Cleaning Guidelines: https://greencleaning.ny.gov/Policies.asp. All the information and guidelines should be used as reference in the performance of the services herein.
2) **New York's Green Cleaning Law -** OGS issued Guidelines for all schools in New York State in **2010** and provides a website for use by institutions and the general public with a wealth of

free information and tools to promote adoption of effective green cleaning practices, leading to healthier indoor environments. OGS has developed a list of selected cleaning and maintenance products for schools and state agencies/public authorities to purchase and use. Click here for NY Green Cleaning website https://greencleaning.ny.gov/Docs/GreenGuidelinesfinal_2010.pdf

Green Cleaning Requirements

Contractor must be familiar with, implement, and maintain the cleaning of the buildings in conformance with New York's Green Cleaning Law, whereby the procurement and use of cleaning products must have properties that minimize potential impacts to human health and the environment and must work effectively. The List of Approved Products is available for the following Product Categories for green cleaning:

1) Cleaning Products:
   - General Purpose Cleaners,
   - Glass Cleaners,

Contractor must select products in the above product categories from the OGS List of Approved Cleaning Products. See link for product information: https://greencleaning.ny.gov/Product/Default.aspx

Contractor is required to train their employees in a comprehensive "green cleaning" program. See link for Online Training Program https://greencleaning.ny.gov/Training/login.aspx

General Requirements

1) Other cleaning chemicals **not** covered by the above product categories on the OGS List of Approved Cleaning Products must be Green Seal or EcoLogo certified. See Green Seal and/or EcoLogo web sites for information on specific product categories.

2) OGS recognizes that certain circumstances (e.g. blood spills) and locations (e.g. food service, swimming pool areas, nursing offices, health centers, and child day care centers) may require special cleaning or sanitation practices that are prescribed by existing laws, regulations or professional guidance. New York's Green Cleaning Law does not supersede or change existing health, labor, education and environmental regulations and professional guidance related to cleaning and sanitation practices, and disposal of hazardous chemicals.

3) Paper Products
   - Paper Towels – products must meet one of the following three options:
     - Green Seal GS-09 certification or Environmental Choice CCD-086 certification,
     - Contain a minimum of 40% post-consumer recycled content,
     - Chlorine Free Products Association certification.

4) The least aggressive, safest product that is effective for the cleaning task should be used. Contractor must maximize the use of environmentally preferable products and services. All products are subject to approval by the Facility Manager. Any changes in product use by the Contractor (from the original proposed product lists) must be reviewed and cleared by the Facility Manager.

5) As part of the proposal submittal in response to this RFP, the contractor should submit a detailed plan for meeting the above Sustainable Cleaning/Green Cleaning Requirements. The plan should include, where appropriate, "green" products, equipment and methodologies for application and use within the Facility.

End of Exhibit B-4 Window Cleaning

Exhibit B-5
Electrical Switchgear Testing and Maintenance

Table of Contents

1. General Overview
2. Scope
3. Maintenance Schedule
4. Emergency Service
5. Service Requirements
6. Additional Services
7. Parts and Device Inventory
8. Operations Standards
9. Staffing Expectations
10. Switchgear Equipment List

1. Scope

The Electrical Switchgear Testing and Maintenance Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.1. Scope of Work

The Contractor must provide electrical switchgear inspection, testing and maintenance service at the Shirley A. Chisholm State Office Building, Brooklyn, NY. The testing and maintenance service will be performed in compliance with the equipment manufacturer recommendations, applicable codes, rules, and regulations, the latest edition of the Maintenance Engineering Handbook, historical data, and/or as directed by the Office of General Services (OGS). It is the expectation that all Switchgear shutdowns and testing will be performed off hours/afterhours including nights and weekends. No additional charges or overtime charges will be paid to the Contractor for these shutdowns as they are included in the base bid price.

Each major unit of the switchgear equipment including its appurtenant equipment shall be serviced through phases over the five-year contract term, accordingly to the Maintenance Schedule below. The equipment list is provided on Exhibit B-6 Equipment List.

2. Maintenance Schedule

The contractor must provide to the IFM Contractor a five-year maintenance schedule for the equipment to be serviced, the start date will be based on the dates in the current maintenance schedule, which will be provided by OGS after the commencement of the contract, and shall be performed in the following phases:

Year 1: Completion in 0-12 months from the last scheduled service,

Year 2: Completion in 12-24 months from the last scheduled service,

Year 3: Completion in 24-36 months from the last scheduled service,

Year 4: Completion in 36-48 months from the last scheduled service, and

Year 5: Completion in 48-60 months from the last scheduled service.

Note: The order of the equipment to be serviced is subject to change at the discretion of the Office of General Services.

3. Service Requirements

3.1. General Requirements

The Contractor must provide all labor, material, equipment, and all other ancillary cost required to service every piece of equipment that requires appraisal/testing, maintenance, repairs, replacement, and emergency services. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein.

It will be the Contractor's responsibility to obtain specific codes, manuals and literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. These forms and schedules are subject to approval by IFM Contractor and must be submitted within sixty (60) days after commencement of the contract. Once initial approval is obtained, these forms shall be filled out as work is performed including but not limited to emergency repair service work, and shall be submitted to the IFM Contractor as a permanent record.

3.2. Equipment Inventory and Reporting

Contractor must update the list of equipment provided in exhibit B-6 and document required appraisal/ testing, maintenance and/or repairs and frequencies thereof, when service was performed, and what type of service was performed on each piece of equipment. This reporting document must

be a continuous "fluid" document and must be updated each time work is performed on the equipment/systems. The report format must be preapproved by the IFM Contractor. The information contained in the report shall be the property of OGS.

3.3. Inspection Procedures

Contractor(s) shall provide all labor, material, equipment, and all other ancillary cost required to service every piece of equipment that requires appraisal/testing, maintenance, repairs, replacement, and emergency services. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein. Contractor(s) shall develop a complete inventory of all equipment associated with systems covered under this solicitation and shall document required appraisal/ testing, maintenance and/or repairs and frequencies thereof, when service was performed, and what type of service was performed on each piece of equipment. This reporting document shall be a continuous "fluid" document and shall be updated each time work is performed on the equipment/systems. The report format shall be preapproved by the OGS Director of Utilities Management or his/her designee, the OGS Regional manager and the OGS Facility manager. The information contained in the report shall be the property of the OGS. This report shall be provided to the Facility Manager along with a copy of the Contractor's invoice.

- Preventive maintenance shall be provided for entire system components as generally described and which includes but is not limited to the following services:
  - Checking performance of all systems and components.
  - Examining adjusting, calibrating and cleaning all system components.
  - Lubrication as required.
  - Performing all services to keep the systems operating.
- The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained and produce same when requested.
- It will be the Contractor's responsibility to obtain specific literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. All preventative maintenance and inspections on the equipment shall be performed in accordance with recommendations for frequency and procedure by applicable laws, codes and standards including but not limited to manufactures recommendations. These forms and schedules are subject to approval by OGS Director of Utilities Management or his/her designee, the OGS Regional Manager, the OGS Facility Manager and must be submitted within sixty (60) days after commencement of the contract. Once initial approval is obtained, these forms shall be filled out as work is performed including but not limited to emergency repair service work, and shall be submitted to the Director of Utilities Management or his/her designee as a permanent record along with Contractor's invoice for payment of services.
- It is the intent of these specifications to provide all maintenance complete in every respect. The Contractor understands that details of service not explicitly stated in these specifications, but are necessarily attendant thereto, are included herein.

3.4. Preventative Maintenance

The contractor must perform all preventive maintenance for the entire system and its components as generally described in order to keep the systems operating, and which includes but is not limited to the following services:

- Checking performance of all systems and components.
- Examining adjusting, calibrating and cleaning all system and components.

- Lubrication as required.

The Contractor is responsible for notifying the IFM Contractor of the existence or development of any defects in, or repairs required to, any systems included in this scope of work, which it does not consider to be its responsibility under the terms of the contract resulting from this solicitation. The IFM Contractor reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.

3.5. Engineering Appraisal and Testing Work Elements:

The work elements listed herein shall be completed on all designated components. Other tests, checks, and maintenance events specifically required by the manufacturer's instructions shall also be conducted and reported.

3.6. Engineering Appraisal and Testing Requirements:

The following components for the designated equipment should be inspected wherever applicable:

- Fuses in fused switches should be inspected for any signs of damage or problems.
- Cable and wire supports and connections should be inspected for wear or other problems.
- Heaters in switchgear should be inspected and tested for proper operation.

The following designated equipment should be inspected wherever applicable:

3.6.1. Switchgear Equipment and Circuit Breakers - Medium Voltage

1. Compare switchgear, breaker and device nameplate information with the owner's single-line diagram when available and report discrepancies.

2. Inspect equipment and each breaker and report damage or loose material and in the case of a contamination situation that must be corrected, clean where appropriate.

3. Inspect equipment location and report any unfavorable environmental conditions that must be corrected. (Excessive moisture, conducting dust, etc.).

4. Check equipment for level, security to foundations and operation of doors. Report conditions that must be corrected.

5. Inspect the insulation system on the primary bus and assemblies. Report unfavorable conditions. Test insulation on each bus, phase-to-phase and phase-to-ground with suitable meghommeter. Record values and report deficiencies.

6. Test insulation of all control and relay circuits to ground with a suitable meghommeter. Take suitable precautions where electronic devices, instruments and instrument transformers are involved. Record deficiencies and adjust where appropriate.

7. Operate drawout devices and racking mechanism, manually and electrically (where appropriate), check operation of shutters and interlocks. Report deficiencies and adjust where appropriate.

8. Remove protective enclosures from each breaker, operate breakers manually and check operation of auxiliaries, interlocks, and contact wipe and gap clearances as identified in the manufacturer's instructions. Test each pole of each breaker phase-to-ground and phase-to-phase with a megohmmeter. Record values, report deficiencies, clean dress contacts and adjust where appropriate.

9. Insert breakers into positions and check positioning, operation of racing mechanism and interlocking, both mechanically and electrically. Report deficiencies, adjust where appropriate.

10. Energize the control busses, make polarity and voltage checks. Operate each breaker through all control stations. Operate all relay, sensor and interlocking contacts manually to test operation of all circuits related to tripping of each breaker. Report deficiencies, adjust where appropriate.

11. Calibrate each protective relay per manufacturer's specification using current sources that do not require correction curves to compensate for wave shape distortion, adjust to settings furnished by owner. Record values, clean where appropriate.

12. Test each instrument and meter for proper operation, correct rotation and circuitry. Instruments and meters energized from Instrument Transformer shall be tested at transformer secondary level. Report deficiencies, clean where appropriate.

13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.2. Transformer Substation Type - Medium Voltage

1. Compare transformer and accessories nameplate information with the owner's single-line diagram (when available) and report discrepancies.

2. Inspect transformer and accessories and report damage, loose material, shipping blocks or contamination that must be corrected, clean where appropriate.

3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.

4. Check transformer for level, security to foundation and operation of doors. Report conditions that must be corrected and adjust where appropriate.

5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

6. Test insulation of all control and relay circuits to ground with a suitable megohmmeter. Record values and report deficiencies.

7. Check pressure relief, fault pressure relays, temperature relays, and meters for functional operation and correct wiring. Report deficiencies, clean and adjust where appropriate.

8. Move no-load tap changer through all positions and test turns-ratio on each point. Record values and report deficiencies, set on appropriate tap.

9. Take an insulating liquid sample, test dielectric, and water content. Record values and report deficiencies.

10. Remove access covers and report any damage or loose materials inside of tank that must be corrected.

11. On LTC units, report loose or damaged parts that must be corrected. Operate through all positions manually to assure smooth operation. Operate with control switch, testing operation of limit switches, dynamic braking, position indicator, counters, and automatic features. Report deficiencies. Adjust control to values listed on the owner's single-line diagram (when available).

12. Power factor test transformer bushings, record values and report unfavorable conditions.

13. On forced cooled units, check fans and pumps for proper connection, rotation, and automatic operation. Report deficiencies.

14. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.3. Switchgear Equipment and Breakers - Low Voltage

1. Compare switchgear, breaker and device nameplate information with the owner's single-line diagram (when available) and report discrepancies.

2. Inspect the equipment and each breaker and report damage, loose material, contamination that must be corrected, clean where appropriate.

3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.

4. Check equipment for level, security to foundations, and operation of doors and drawout devices. Report conditions that must be corrected.

5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

6. Inspect the overall bus assembly, control and meter wiring. Report unfavorable conditions. Test insulation of each bus phase-to-phase and phase-to-ground and all control circuits to ground with a suitable megohmeter. Record values, report deficiencies and clean where appropriate.

7. Check control and heater voltage to assure conformance with requirements. Report discrepancies.

8. Check any integral breaker lifting devices for proper operation. Report deficiencies and adjust when appropriate.

9. Insert breaker into positions and check positioning, operating of racing mechanism and interlocks. Operate breakers manually and check and adjust main and auxiliary contacts. Test each pole of each breaker for conductivity with a micrometer. Test insulation of each breaker phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies, clean dress contacts and adjust where appropriate.

10. Energize the control bus and operate breakers electrically, when appropriate, operate each breaker through all control stations. Operate all relays and interlocks manually to test operation of all circuits. Report deficiencies, clean and adjust where appropriate.

11. Adjust all breaker trips and relays to settings furnished by the owner and verify settings versus manufacturer's curves by passing controlled current throughout the trip devices. Record values and report deficiencies.

12. Test each instrument and meter for proper operation, correct rotation and circuitry. Instruments and meters energized from Instrument Transformers shall be tested at transformer secondary level. Report deficiencies.

13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.4. Transformers - Load Center Type - Low Voltage

1. Compare the transformer and accessories nameplate information with the owner's single-line diagram (when available) and report discrepancies.

2. Inspect transformer, primary disconnect switch (if furnished) and report damage, loose materials, or contamination that must be corrected; clean and adjust where appropriate.

3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.

4. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

5. Check pressure relief, fault pressure and temperature relays and meters for functional operation. Report deficiencies, clean and adjust where appropriate.

6. Move no-load tap changer through all positions and test turns ratio on each tap. Record values, report deficiencies and set on appropriate tap.

7. On liquid filled units, take an insulating sample. Test dielectric and water content. Record values and report deficiencies.

8. Remove access covers and report any damage or loose materials inside of tank that must be corrected.

9. Power factor test transformer high voltage bushings and record values and report unfavorable conditions.

10. High voltage switches (if furnished) shall be tested for operation and adjustment. Test insulation quality of switch phase-to-phase and phase-to-ground with megohmeter. Record values and report conditions that must be corrected, clean and adjust where appropriate.

11. Test insulation of all control circuits to ground with a suitable megohmmeter. Record values and report deficiencies.

12. Check key interlocks when furnished.

13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.5. Switchboards and Molded-Case Breakers

1. Compare switchboard and breaker nameplate information with the owner's single-line diagram (when available) and report discrepancies.

2. Inspect equipment and each breaker and report damage, loose material, contamination or unfavorable environmental conditions that must be corrected; clean where appropriate.

3. Check equipment for operation of doors, security of mounting. Report deficiencies.

4. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

5. Inspect the bus assembly for deficiencies. Test insulation of each bus phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies; clean where appropriate.

6. Inspect each breaker, operate manually, and electrically where appropriate, test shunt trips, under voltage or alarm devices manually and electrically, test insulation of each pole with suitable megohmmeter. Record values and report deficiencies, clean dress contacts and adjust where appropriate.

7. Adjust breaker trips (when possible) to settings furnished by the owner and verify settings of the manufacturer's rating by passing controlled current through the trip devices. Record values and report deficiencies.

8. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

9. Operator Control and Relaying Panels – Benchboards

10. Compare all items on the owner's single-line diagram (when available) with the panels or benchboards furnished and report discrepancies.

11. Inspect the panels and devices and report damage, loose materials, or contamination that must be corrected. Test hinged panels and doors for proper operation. Report conditions that must be corrected.

12. Inspect installation location and report any unfavorable environmental factors that must be corrected. Test hinged panels and doors for proper operation. Report conditions that must be corrected.

13. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

14. Test insulation of all control and relay circuits to ground with a suitable megohmmeter. Take suitable precautions where electronic devices, instruments, and instrument transformers are involved. Record values and report deficiencies.

15. Adjust each protective relay to settings furnished by the owner and verify settings using test equipment approved by the relay manufacturer and using current sources that do not require correction curves to compensate for wave shape distortion. Record values, clean where appropriate.

16. Test each instrument and meter for proper operation. Instruments and meters energized from Instrument Transformers shall be tested at transformer secondary level. Report deficiencies, clean where appropriate.

17. Functionally check equipment under simulated operating conditions (when possible) to test circuits to outgoing terminal blocks. Report conditions that must be corrected.

18. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.6. Motor Control Centers and Combination Starters - Low Voltage

1. Compare the control center, starter, breaker and fuse nameplate information with the owner's single-line diagram (when available) and report deficiencies.

2. Inspect the equipment and each starter and report any damage, loose material, or contamination that must be corrected; clean and adjust where appropriate.

3. Inspect the installation location and report unfavorable environmental conditions that must be corrected.

4. Check equipment for level, security to foundations, operation of doors and hinged panels. Report conditions that must be corrected.

5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

6. Inspect insulation of the bus and assemblies. Test insulation of the bus phase-to-phase and phase-to-ground and all control circuits to ground with a suitable megohmmeter. Record values, report deficiencies and clean where appropriate.

7. Check operation of each switch or breaker in each starter manually. Test door interlocking. Test insulation of each unit phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies.

8. Check each contractor and thermal overload for proper coil size and proper operation. Check operation of auxiliary contacts. Report deficiencies, clean where appropriate.

9. Check and test all field application and motor protective relays in accordance with the manufacturer's instructions. Record values and report conditions that must be corrected; clean and adjust where appropriate.

10. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.7. Busways and Power Cables

1. Compare busway nameplate, information and cable identification numbers with the owner's single-line diagram (when available) and report discrepancies.

2. Inspect all busway and cables (where possible) and report damage, contamination or unfavorable environmental conditions that must be corrected; clean where appropriate.

3. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

4. Inspect the insulation on the buses. Test insulation of each bus phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies; clean where appropriate.

5. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.8. Rotating Apparatus - Motors, Motor-Generator Sets

1. Compare machine nameplate information with the owner's documentation (when available) and report discrepancies.

2. Inspect each motor or motor-generator set and report damage, contamination or unfavorable environmental conditions that must be corrected; clean where appropriate.

3. Visually check frame for proper ground and record size and type of ground straps. When appropriate, check that bearing insulation systems are functioning as required. Report conditions that must be corrected; clean where appropriate.

4. Test insulation of motor stators with a suitable megohmmeter for one minute (normalizing to the base temperature). Record values and report conditions that must be corrected.

5. Check slip rings, brushes and brush rigging for damage, contamination, loose connections and setting. Report conditions that must be corrected; clean and adjust where appropriate.

6. Check exciters and voltage regulators for proper operation. Report conditions that must be corrected; clean and adjust where appropriate.

7. Check winding temperature detectors, bearing temperature relays and overspeed devices for proper operation. Report deficiencies; clean where appropriate.

8. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.9. Optional Work Elements That May Be Requested

1. Over potential test the motor and generator windings in accordance with manufacturer's instructions and the applicable industry standard. The owner, prior to conducting test, shall confirm voltage levels and time. Record values and report deficiencies.

2. Power factor test all motor and generator windings. Record values and report unfavorable conditions.

3.6.10. System Ground

1. Depending on site of ground system, use appropriate method (full potential, slope, and intersection) to measure ohmic value of ground system to earth. Record values and report deficiencies.

2. Verify all equipment ground terminations with respect to prime point used to establish ohmic value in No. 10.1 above. Record values and report deficiencies.

3. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.11. Oil Circuit Breaker

1. Compare the circuit breaker nameplate information with the owner's single-list diagram (when available) and report discrepancies.

2. Inspect each breaker and report damage, loose material, or contamination that must be corrected; clean where appropriate.

3. Inspect equipment location and report any unfavorable environmental factors that must be corrected.

4. Check equipment for level, security to foundation, operation of doors and all items field assembled and report conditions that must be corrected.

5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.

6. Check heaters (where used) for operation, size and connections. Report deficiencies.

7. Take an oil sample, test dielectric and neutralization. Record values and report deficiencies.

8. Power factor test each breaker bushing and record values and report unfavorable conditions.

9. Verify all electrical and mechanical adjustments and measurements of breaker and operating mechanism. Record values and report deficiencies.

10. Operate breaker electrically, conduct time-motion tests per manufacturer's specifications. Test air tank for number of operations without compressor. Record values, report deficiencies and adjust where appropriate.

11. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly and also signed.

3.6.12. Air Circuit Breakers; (240 to 15,000 Volts)

1. Remove from cubicle and operate electrically.

2. Remove arc chutes, clean and inspect.

3. Check arc splitter grids and ceramics.

4. Inspect breaker for defects or damage.

5. Check primary bushings and finger clusters.

6. Check contact alignment, over travel and contact pressure.

7. Inspect contacts for proper mating, alignment and burning.

8. Check operating mechanism for friction, excessive wear and defective parts.

9. Check manual close, latch and trip operation.

10. Lubricate where necessary.

11. Megger pole-to-pole and pole-to-frame.

12. Additionally on15KV breakers > Ductor test, (micro-ohms) of closed circuit breaker main contacts

13. Additionally on 15KV breakers > Check primary and secondary contact wipe per equipment O & M manuals

14. Trip test breaker in cell test position from associated protective relays to insure both the integrity of the wiring and that breaker functions properly in the switchgear cell.

3.6.13. Vacuum Circuit Breakers; (240 to 15,000 Volts)

1. Remove from cubicle and operate electrically.

2. Inspect breaker for defects or damage.

3. Check primary bushings and finger clusters.

4. Check contact alignment, over travel and contract pressure.

5. Check operating mechanism for friction, excessive wear and defective parts.

6. Lubricate all moving parts.

7. Check manual close, latch and trip operation.

8. Megger pole-to-pole and pole-to-frame.

9. Test integrity of vacuum bottles.

10. Trip test breaker in cell test position from associated protective relays to insure both the integrity of the wiring and that breaker functions properly in the switchgear cell.

11. Inspect tracking device.

3.6.14. Switchgear; (480 and 208 Line Voltage)

1. Clean switchgear enclosures inside and outside.

2. Inspect all exposed current carrying parts; bus, cable, wire and with special attention to bolted joints and terminations. Look for signs of overheating, corrosion or distress and tighten any loose bolts.

3. Inspect and functionally check all control devices, associated wiring, control and instrument transformers, interlocks, safety devices and shutters or safety barriers. Lubricate moving parts as required.

4. Clean and inspect all insulation details. Particular attention is given to porcelain bushings, insulators, bus supports and/or “bottles” for cracking or chipping.

5. Clean and inspect or levering mechanism to insure smooth trouble free operation. Remove any hardened lubricated. Re-lubricate as required.

3.6.15. Protective Relays

1. Mechanical Checks:

- Relays and instruments will be removed and benched and the cover will be inspected for broken glass.
- Relays and instruments will be inspected and cleaned of dust, iron filings or other foreign objects.
- Relay operation and contacts will be inspected.
- All connections will be tightened.
- Perform relay function test on all relays to ensure integrity of wiring and that the breakers will operate as required in their related switchgear cell

2. Electrical Checks:

- Zero time dial will be checked.
- Minimum pick-up will be established.
- Timing checks will be made at 300% and 500%.
- Instantaneous pick-up will be found and target operation will be inspected.
- Seal-in pick-up points will be found.
- Relay settings shall be changed, if requested, in cases where Protective Relay Coordinator Study supplied by the customer indicates the need for change in relay settings. Otherwise, it shall be insured that the relay settings remain unchanged. If any obvious incorrect settings are noticed it shall be immediately brought to the attention of the Director of Albany Utilities.

3.6.16. Transformers

Westinghouse Relay Test Set, Model No. SR-51 or approved equal shall be used for testing of transformers:

1. Oil testing of Transformers and Primary Switches

Description	Standard
Dielectric Breakdown Voltage	ASTM D-877
Neutralization Number	ASTM D-974

Interfacial Tension	ASTM D-974 or D-2285
Power Factor	ASTM D-924 @ 25C
Moisture Content	ASTM D-1533
Color	ASTM D-1500
Visual Examination	ASTM D-1524
Specific Gravity	ASTM D-1298
Dissolved Gas Analysis	ASTM D-3612 or ANSI/IEEE C57.104
Total Combustible Gas	ASTM D-3284 or ANSI/IEEE C57.104
Power Factor	ASTM D-924

Note: The Dissolved Gas Analysis and Total Combustible Gas tests are not required for oil samples taken from primary oil switches.

- Contractor will install and setup new electric type relays that replace master/phasing and time delay relays. Relays to be furnished by the OGS.

2. Transformer Testing of Main Power Transformers

- Perform insulation power factor test on windings and bushings.
- Perform individual excitation current test on each phase.
- Perform winding resistance test on each winding in final tap position.
- Perform percent of oxygen test on nitrogen blanket.
- Perform an urn ratio test between winding to winding and windings to ground.
- Calculate dielectric absorption ratio and polarization index.
- Correct all test values using temperature correction factors.
- Check transformer for proper grounding.

3. Transformer Oil

- The transformer will be given a thorough external inspection; the condition of all gauges, fan controls, temperature relays and other devices will be noted.
- Turns ratio test of high voltage to low voltage winding.
- Insulation resistance test from high voltage winding to ground, low voltage winding to ground, and high voltage winding to low voltage winding. A time resistance (dielectric absorption) and step voltage test will also be performed on each of these connections.

4. Tap Changer Oil

- Load tap changing compartment shall be drained into clean dry barrels and the compartment opened for inspection.
- Contacts shall be checked for burning, pitting, freedom of movement and positive alignment.
- All parts should be inspected for condition, adjustment and proper operation. Minor adjustments shall be made as necessary.
- The compartment shall be cleaned thoroughly, the mechanism checked electrically and the tap position indicator checked for proper positioning. The cover gasket shall be inspected for continued serviceability versus future replacement.

- The existing oil, unless otherwise noted, shall be pumped into the tap changer compartment through a filter press and then tested for dielectric strength. Values of less than acceptable strength shall be so noted in the report. Disposal of any oil or debris is excluded unless specifically addressed otherwise.
- If additional work such as changing contact or repairing parts is required, standard time and expenses would be charged in addition to the above.

3.6.17. Network Protectors

1. All network protectors shall be disassembled to perform the following:
   - Inspected for broken or missing lock washers, cotter pins, and springs. All hardware shall be inspected for tightness and electrical control connections shall be inspected for loose or broken connections and damaged insulation.
   - Arc changers shall be removed and checked for broken or missing parts.
   - Contact shall be checked for burning, pitting, alignment, pressure, and contact sequence.
   - Perform Ductor test, (micro-ohm), of network protector main primary contacts
   - Parts shall be lubricated with manufacturer's specified lubricant.
   - Parts shall be cleaned as recommended by manufacturer.
   - Parts shall be vacuumed clean.
   - Parts shall be checked for electrical and mechanical clearances.
   - Adjustments shall be made where necessary.
   - Clearances shall be recorded as found.
   - Final clearances and adjustments shall be recorded.
   - Cubicle shall be cleaned.
   - Megger insulation quality.
2. Unit shall be installed in cubicle.
3. Network protectors shall be operated mechanically.
4. Network protectors shall be operated electrically.
5. All electrical connections shall be checked.
6. All controls shall be checked.
7. All bus bar connections shall be checked and all bus bar ducts shall be cleaned.
8. Ground connections shall be checked.
9. Main relays shall be cleaned, tested, inspected for proper settings as previous.
10. Network protectors shall be operated through all parameters with Network protector test set.

3.6.18. Westinghouse Network Protector Test Kit No. WT-450 or approved equal shall be used for the following mechanical/electrical checks:

1. Mechanical Checks:
   - Relays and instruments will be removed and benched and the cover will be inspected for broken glass.
   - Relays and instruments will be inspected and cleaned of dust, iron filings, or other foreign objects.
   - Relay operation will be inspected.
   - All connections will be tightened.
2. Electrical Checks:
   - Zero time dial will be checked.
   - Minimum pickup will be established.
   - Timing checks will be made at 300% and 500%.
   - Instantaneous pickup will be found and target operation will be inspected.
   - Seal-in pickup points will be found.
   - Relay settings shall be changed, if requested, in cases where protective Relay Coordination Study supplied by the customer indicates the need for change in relay

settings. Otherwise, it shall be insured that the relay settings remain unchanged. If any obvious incorrect settings are noticed by Contractor it shall be immediately brought to the attention of the customer's personnel and no changes shall be made unless authorized by the customer.

3.6.19. Work to be Performed by the State

The State will:

1. Make the equipment available, including removal from services as required to permit continuous progression of work.
2. Provide the services of a Coordinator of Plant Electrical Engineer, who will assist the State in developing an organized sequence of work.
3. The State shall provide, or authorize the Contractor to obtain a source of auxiliary power for operation of test apparatus and motorized equipment when normal power is removed.
4. Maintain power to vital or necessary equipment or processes is the responsibility of the State. This should be determined well in advance and provisions made for temporary AC or DC power so as not to interfere with these services.

4. Emergency Service

1. The successful bidder shall provide emergency service on an "as required basis." Emergency service shall be considered calls in addition to the scheduled maintenance. Contractor shall be compensated as "Additional Services".
2. All labor, travel costs, parts and supplies will be the responsibility of the Contractor. Compensation shall be limited to payment of the appropriate labor rate for time actually spent on the repairs and parts, for which the State will reimburse the Contractor at the exact cost plus material markup. Travel time/expenses are the responsibility of the vendor and will not be reimbursed.
3. Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by OGS, the Contractor has a maximum of one (1) hour to respond to this call.

5. Parts and Device Inventory

Contractor shall have at his/her disposal sufficient replacement parts and devices to satisfactorily maintain each system described herein in order to prevent periods of inoperability of any equipment or system. The Contractor will be expected to maintain an inventory of the appropriate size, type, model, etc., of parts and devices.

6. Operations Standards

1. The contractor agrees to provide all necessary equipment and services necessary to comply with all requirements of this solicitation and agrees to perform all the duties in accordance with the standards and qualifications outlined herein.

2. OGS Real Property Management Group reserves the right to make final determination regarding any services that may or may not be covered through this solicitation.

7. Staffing Expectations

All personnel provided by the Contractor to perform services at the Facility, shall have adequate experience, training and license, if applicable, for the function(s) being performed. If the Facility

Manager determines that the personnel provided are not of adequate experience, then the Facility Manager has the right to request the contractor to substitute the inadequate personnel.

8. Switchgear Equipment List

Shirley A. Chisholm, SOB, 55 Hanson Place, Brooklyn, NY can be found in Exhibit B-6 Building Asset and Equipment Inventory of RFP 1915.

End of Exhibit B-5 Electrical Switchgear Maintenance and Testing

Shirley A. Chisholm IFM

Exhibit B-6 Building Asset and Equipment Inventory

Asset ID	Manufacturer	Quantity	Equipment Location
ELECTRICAL SWITCHGEAR			
Switch Gear A	All City Switchboards Co.	1	Sub Basement
Switch Gear B	All City Switchboards Co.	1	Sub Basement
Emergency Switch Gear C Transfer Switch	All City Switchboards Co.	1	Sub Basement
Emergency Generator 250KW	Onan	1	Sub Basement
Motor Control Center	General Electric	1	Sub Basement
AIR SIDE SYSTEMS			
Fan Coils	International Environmental Corp.	23	13th Floor
Fan Coils	International Environmental Corp.	33	12th Floor
Fan Coils	International Environmental Corp.	31	11th Floor
Fan Coils	International Environmental Corp.	27	10th Floor
Fan Coils	International Environmental Corp.	36	9th Floor
Fan Coils	International Environmental Corp.	29	8th Floor
Fan Coils	International Environmental Corp.	32	7th Floor
Fan Coils	International Environmental Corp.	33	6th Floor
Fan Coils	International Environmental Corp.	27	5th Floor
Fan Coils	International Environmental Corp.	26	4th Floor
Fan Coils	International Environmental Corp.	29	3rd Floor
Fan Coils	International Environmental Corp.	25	2nd Floor
Fan Coils	International Environmental Corp.	25	1st Floor
Fan Coils	International Environmental Corp.	4	Basement Level
Air Handler #2A	Bohn	1	MER MEZZ
Air Handler #2	Bohn	1	MER MEZZ
Air Handler #3	Bohn	1	MER 5M1
Air Handler #4	Bohn	1	MER 7M1
Air Handler #5	Bohn	1	MER 9 M1
Air Handler #6	Bohn	1	MER 11 M1
Air Handler #7	Bohn	1	MER 13 M1

Air Handler B	Trane	1	MER 8
Air Handler B-2			MER 8
Air Handler Glycol Cooled Package Unit	Shultz	1	13th Floor computer Room
Window A/C Unit			Basement Level
Air Handler #2A Air Dampers	Bohn	1	MER MEZZ
Air Handler #2 Air Dampers	Bohn	1	MER MEZZ
Air Handler #3 Air Dampers	Bohn	1	MER 5M1
Air Handler #4 Air Dampers	Bohn	1	MER 7M1
Air Handler #5 Air Dampers	Bohn	1	MER 9 M1
Air Handler #6 Air Dampers	Bohn	1	MER 11 M1
Air Handler #7 Air Dampers	Bohn	1	MER 13 M1
Air Handler B Air Dampers	Trane	1	MER 8
Air Handler B-2 Air Dampers	Trane		MER 8
Air Handler #2A Air Mixing Boxes	Bohn	1	MER MEZZ
Air Handler #2 Air Mixing Boxes	Bohn	1	MER MEZZ
Air Handler #3 Air Mixing Boxes	Bohn	1	MER 5M1
Air Handler #4 Air Mixing Boxes	Bohn	1	MER 7M1
Air Handler #5 Air Mixing Boxes	Bohn	1	MER 9 M1
Air Handler #6 Air Mixing Boxes	Bohn	1	MER 11 M1
Air Handler #7 Air Mixing Boxes	Bohn	1	MER 13 M1
Air Handler B Air Mixing Boxes	Trane	1	MER 8
Air Handler B-2 Air Mixing Boxes	Trane		MER 8
MAIN CHILLED WATER PLANT PUMPS			
Condenser Pump #1	Paco	1	Sub Basement
Condenser Pump #2	Paco	1	Sub Basement
Chilled Water Main Circulating Pump #10	Peerless	1	Sub Basement
Chilled Water Main Circulating Pump #11	Peerless	1	Sub Basement
Chilled Water Booster Pump #8	Paco	1	Sub Basement
Chilled Water Booster Pump #9	Paco	1	Sub Basement
RETURN FANS & EXHAUST SYSTEMS			
Ladies room exhaust fan - TEF-1	Greenheck	1	Roof Level
Men's room exhaust - TEF-2	Greenheck	1	Roof Level

Basement exhaust fan	NA		Roof Level
Cafeteria Exhaust System	cook	1	Roof Level
LIFE SAFETY			
Sprinkler Riser Water Flow STAIRCASE A 14 Floors			STAIRCASE A
Sprinkler/ Standpipe Fire Pump	Darling Duroltee LTD		Sub Basement
Sprinkler/ Standpipe Jockey Fire Pump	NA		Sub Basement
Atrium purge fan Smoke Purge Fan	Greenheck	1	Roof Level
Standpipe Hose Rack STAIRCASE A (14 Floors)			STAIRCASE A
Standpipe Hose Rack STAIRCASE B (14 Floors)			STAIRCASE B
Standpipe Hose Rack STAIRCASE C (14 Floors)			STAIRCASE C
Standpipe Hose Rack STAIRCASE D (14 Floors)			STAIRCASE D
Standpipe Hose Connections STAIRCASE A (14 Floors)			STAIRCASE A
Standpipe Hose Connections STAIRCASE B (14 Floors)			STAIRCASE B
Standpipe Hose Connections STAIRCASE C (14 Floors)			STAIRCASE C
Standpipe Hose Connections STAIRCASE D (14 Floors)			STAIRCASE D
Fire Department Connection Street			Face Of Building
Fire Control Valves (14 Floors)			Staircases And Pump Room
Fire Doors Stairwells		60	All Stair Cases
Portable Fire Extinguishers	Buckeye	76	Thru-Out Building
Emergency Exit Lights Dry Battery Operated	Chloride Emergency Lighting Equipment	10	Thru-Out Building
Emergency Exit Signs	Duralite		Thru-Out Building
WATER SIDE SYSTEMS			
COOLING TOWERS			
Cooling Tower #1	Marley	1	Roof Level
Cooling Tower #2	Marley	1	Roof Level
CHILLERS		2	
Chiller #1	McQuay		Sub Basement
Chiller #2	McQuay		Sub Basement
Refrigerant Monitor	NA		Sub Basement
CONDENSERS AIR COOLED			

Glycol Condenser	Larkin	1	Roof Level
HEATING SYSTEMS			
Boiler #2	Aerco	4	Sub Basement
Boiler #3	Aerco		Sub Basement
Hot Water Booster Pump #3	Paco		Sub Basement
Hot Water Booster Pump #4	Paco		Sub Basement
Hot Water Booster Pump #5	Paco		Sub Basement
Hot Water Main Circulating Pump #6	Paco		Sub Basement
Hot Water Main Circulating Pump #7	Paco		Sub Basement
Safely Relief Valves Hot Water Boiler & Hot Water Heater		3	Sub Basement
Expansion Tank #1		1	Sub Basement
Expansion Tank #2		1	Sub Basement
COMPRESSED AIR SYSTEMS			
Air compressor Station #1	Kaeser	1	Sub Basement
Air Dryer Station			Sub Basement
Compressed Air Tank			Sub Basement
PLUMBING SYSTEMS			
Sewage Ejector Pump #1	Weil	1	Sub Basement
Sewage Ejector Pump #2	Weil	1	Sub Basement
Domestic Constant Pressure Pump #1	Paco	1	Sub Basement
Domestic Constant Pressure Pump #2	Paco	1	Sub Basement
Domestic Constant Pressure Pump #3	Paco	1	Sub Basement
Domestic Hot Water Heater Gas Fired	AO Smith		Sub Basement
Chilled Water Back Flow Preventer			Sub Basement
Traps			Cafeteria Serving Area
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	13th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	12th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	11th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	10th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	9th Floor Hallway

Drinking Water Fountains 1 Double & 1 Single	Elkay	2	8th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	7th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	6th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	5th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	4th Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	3rd Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	2nd Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	2	1st Floor Hallway
Drinking Water Fountains 1 Double & 1 Single	Elkay	0	Basement Hallway
EXTERIOR DOORS, ROOF, GATES			
Front Door		4	Main Lobby
Roof		2000sqft	Roof Level
Loading Dock Roll Down Gate		1	Side of Building 1st Floor
LIGHTING SYSTEMS			
Lighting (Bulbs 48 Inches)		150	13th floor
Lighting 48 Inches bulbs		150	12th floor
Lighting 48 Inches bulbs		150	11th floor
Lighting 48 Inches bulbs		150	10th floor
Lighting 48 Inches bulbs		150	9th floor
Lighting 48 Inches bulbs		150	8th floor
Lighting 48 Inches bulbs		150	7th floor
Lighting 48 Inches bulbs		150	6th floor
Lighting 48 Inches bulbs		150	5th floor
Lighting 48 Inches bulbs		150	4th floor
Lighting 48 Inches bulbs		150	3rd Floor
Lighting 48 Inches bulbs		150	2nd Floor
Lighting 48 Inches bulbs		150	1st Floor
Lighting 48 Inches bulbs		150	Basement
Lighting 48 Inches bulbs		100	Sub Basement
Staircase A & B 48 Inches bulbs		30	Staircase A & B
Staircase C & D 48 Inches bulbs		30	Staircase C & D
Exterior Lighting			Exterior Lighting

Lighting for Flag Pole	G280		Flag Pole
Lighting elevator MERS 48 Inches bulbs		10	Elevator MERS
Lighting All MERS 48 Inches bulbs		30	ALL MERS

Shirley A. Chisholm, SOB, 55 Hanson Place, Brooklyn, NY
RFP 1915 - Integrated Facility Management
Exhibit B- 6 Switchgear Equipment List

Manufacturer	Description	Location	AMP	Voltage	Model Type
Boltswitch	Switchboard “A” Main	Bsmt. Mechanical Room	2500	600	BPS
Boltswitch	Chiller #2 Sw. #2	Switchboard “A”	2000	600	BPS
ITE	MCC Sw. #3		1200	240	VacuBrk
ITE	No ID Spare Sw. #4		60	240	VacuBrk
ITE	No ID Spare Sw. #5		60	240	VacuBrk
ITE	Panel 1A		60	240	VacuBrk
ITE	Panel 5B		60	240	VacuBrk
ITE	Panel K Sw. #8		400	240	VacuBrk
ITE	Panel 6C-6C Sw. #9		200	240	VacuBrk
ITE	Panel 5C-5D Sw. #10		200	240	VacuBrk
ITE	Panel 4C-4D Sw. #11		200	240	VacuBrk
ITE	Panel 3C-3D Sw. #12		200	240	VacuBrk
ITE	Panel 2C-2D Sw. #13		200	240	VacuBrk
ITE	Panel 11C-11D Ww. #14		200	240	VacuBrk
ITE	Panel 10C-10D Sw. #15		200	240	VacuBrk
ITE	Panel 9C-9D Sw. #16		200	240	VacuBrk
ITE	Panel 8C-8D Sw. #17		200	240	VacuBrk
ITE	Panel 7C-7D Sw. #18		200	240	VacuBrk
ITE	Panel 13C-13D Sw. #19		200	240	VacuBrk
ITE	Panel 12C-12D Sw. #20		200	240	VacuBrk
ITE	Freight Elevator Sw. #21			240	VacuBrk
ITE	Spare No. ID Sw. #22		100	240	VacuBrk
ITE	No ID Sw. #23		100	240	VacuBrk
ITE	Spare Sw. #24		200	240	VacuBrk

ITE	Spare Sw. #25		60	240	VacuBrk
ITE	Panel 6IGA Sw. #26		60	240	VacuBrk
ITE	Panel 12IGA, 13IGA Sw. #27		100	240	VacuBrk
ITE	Panel 10IGA, 11IGA Sw.#28		100	240	VacuBrk
ITE	Panel 8IGA, 9IGA, Sw. #29		200	240	VacuBrk
ITE	No ID Sw. #30		400	240	VacuBrk
Boltswitch	Main Sw. #1	Switchboard “B”	2000	240/600	BPS
Boltswitch	Chiller #1 Sw. #2		200	240/600	BPS
ITE	Panel DC Sw. #3		200	240	VacuBrk
ITE	Panel DAF		400	240	VacuBrk
ITE	Panel 6IGB-7IGB Sw. #5		60	240	VacuBrk
ITE	No ID Sw. #6		60	240	VacuBrk
ITE	No ID Sw. #6		60	240	VacuBrk
ITE	Panel 9IGB Sw. #8		100	240	VacuBrk
ITE	Panel 11IGB-12IGB Sw. #8		200	240	VacuBrk
ITE	Panel CP Sw. #10		200	240	VacuBrk
ITE	Main Sw. #11		400	240	VacuBrk
ITE	Panel 1C Sw. #12		100	240	VacuBrk
ITE	Panel TB Sw. #13		100	240	VacuBrk
ITE	LP B		100	240	VacuBrk
ITE	Shop Panel		100	240	VacuBrk
ITE			100	240	VacuBrk
ITE		Basement Swbd. “B”	100	240	VacuBrk
ITE			100	40	VacuBrk
ITE	Panel R		400	240	VacuBrk
ITE	Panel EL		400	240	VacuBrk
ITE	AH Riser		400	240	VacuBrk
ITE			200	240	VacuBrk
ITE	11A, 11B	Switchboard “B”	200	240	VacuBrk
ITE	Panel’s 10A, a0B	Basement Swbd. “B”	200	240	VacuBrk
ITE	Panel’s 9A, 9B		200	240	VacuBrk
ITE	Panel’s 8A, 8B		200	240	VacuBrk

ITE	Panel's 8A, 8B		200	240	VacuBrk
ITE	Panel's 6A, 7B		200	240	VacuBrk
ITE	Panel's 5A, 5B		200	240	VacuBrk
ITE	Panel's 4A, 4B		200	240	VacuBrk
ITE	Panel's 3A, 3B		200	240	VacuBrk
ITE	Panel's 2A, 2B		200	240	VacuBrk
ITE	Panel BC		200	240	VacuBrk
ITE	Fire Pump	Basement Swbd. Emerg.	800	600	VacuBrk
ITE	Starts Gen Fd. To ATS		600	240	VacuBrk
ITE	Panel ELM		400	240	VacuBrk
ITE	Panel IME 5 EM 11 E		200	240	VacuBrk
ITE	Spare Board ELM		60	240	VacuBrk
ITE	Emergency Exhaust Fan		60	240	VacuBrk
ITE	Panel EDC		30	240	VacuBrk
ITE	Panel EAF		30	240	VacuBrk
ITE	Spare		60	240	VacuBrk
ITE	Panel BE		60	240	VacuBrk
GE	No ID		60	240	
GE	P3 Hot W. Booster Pump				FVNR
GE	H. W. Circulate Pump P7				FVNR
GE	H. W. Booster Pump P4				FVNR
GE	H. W. Circulation Pump P6				FVNR
GE	Chilled W. Circulation Pump P8				RUNR
GE	Condenser Pump P1				RUNR
GE	Condenser Pump P2				RUNR
GE	Chilled W. Circulation Pump P9				FUNR
GE	Cooling Tower				FUNR
GE	AC-1				FDR
GE	Fuel Pump Boiler #1				FDR
GE	Fuel Pump Boiler #2				FDR
GE	Pneumatic Control				FVNR

	Air Compressor #1				
GE	Pneumatic Control				FVNR
	Air Compressor #2				
GE	Air Dryer				FVNR
GE	H. W. Heater/Circulation Pump				FVNR
GE	Spare				FVNR
GE	Boiler Draft Fan (Not in Service)				FVNR
GE	House Water Supply Pump				FDR
GE	Pool Filter Pump (Not in Service)				FVNR
GE	Sump Pump				FVNR
GE	No ID				FVNR
GE	Spare				FDR
GE	H. Water Booster Pump P5				FVNR
GE	D/V 2B				FDR
Cutler Hammer	P10				6AF1072800
Cutler Hammer	P11				6AF1072800
Cutler Hammer	Spare				6AF1072800
GE	R1-Ltg. Freight MFR				
GE	R1 Spare				
GE	R1 Elevator EXH Fan				
GE	Panel R1 TEF2 Men's Rm Exhaust				
GE	Spare 2				
GE					
GE	Elevator Exhaust Fan				
GE	TEF 1(Ladies Room Exhaust)				
GE	R1 Comp. Room AC				
GE	R2 Spares 1-5				
GE	R2 Spares 2				THFP233L
GE	R2 Spares 3				THFP233L
GE	R2 Spares 4				THFP233L

GE	R2 Spares 5				THFP233L
GE	R2 Unit Htr. Freight				
GE	R2 Unit Heater				
GE	Dry Cooler Pump Packing				
GE	Elevator #4				
GE	Elevator #5				QMR
GE	Elevator #6				QMR
GE	Spare				MR
GE	Elevator #2				QMR
GE	Elevator #3				QMR
GE	Elev. Controls, Emerg. Exh. Fan				QMR
GE	Elevator #1				QMR
GE	2-10 Roof Air Handler				QMR

Attachment 2 - Facility Site Visit Verification Form

I, _____, representing
(Name)

_____,_____
(Company name) (Address)

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

Shirley A Chisholm State Office Building

55 Hanson Place, Brooklyn New York 12217

on _____2013, at _____
(Date) (Time)

met with the 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) (Telephone Number)

FOR THE OFFICE OF GENERAL SERVICES' USE ONLY

Verification of site visit confirmed by OGS representative.

Print Name: _____

Title: _____

Signature: _____