



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

Request for Proposal # 1790

Date: May 14, 2013

Subject: Questions and Answers, Clarifications, Corrections, and Conference/Route Tour Attendees

Title: Transportation Services

Bid Due Date: **Wednesday May 29, 2013 @ 2 PM**

Address Bids to: Tammy Rock
Division of Financial Administration
NYS Office of General Services
40th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP# 1790

Questions and Answers:

- 1) Can route map be provided?
 - A) Attached.
- 2) Can the routes be consolidated to increase efficiency?
 - A) Companies should only use routes as outlined in the RFP for bidding purposes. OGS welcomes suggestions to consolidate or alter routes to increase efficiency however; we reserve the right to implement changes based on our sole discretion.
- 3) Can the service level as far as persons with disabilities (ADA, wheelchairs, etc.) be more specifically defined?
 - A) Please see RFP Exhibit A.
- 4) Does the company awarded the transportation contract have to possess an intrastate bus authority?

- A) Any company awarded a contract under this RFP is mandated to adhere to all Federal and State regulations that are required by law.
- 5) The RFP states that "an initial Fuel Price Adjustment will be based on the percentage change from the April 2013 monthly price (429.4 cents per gallon) for Ultra Low Sulfur Diesel on the Department of Energy's Energy Information Administration web site (http://tonto.eia.doe.gov/dnav/pet/pet_pri_pri_gnd_a_EP2DXLO_pte_cpgal_m.htm) for the Central Atlantic Region (PADD 1B) and the September 2013 monthly price for the same product and area."
However, when I looked up the Central Atlantic Region (Padd 1B) rate for April 2013, the rate shown on the website was 401.9 cents per gallon, not the 429.4 cents per gallon as referenced in the RFP (see attachment). We would like OGS to clarify whether bidders should use the 429.4 rate or the April 2013 rate of 401.9 cents per gallon? If bidders are asked to use 429.4 as the base rate (rather than 401.9), it will likely require bidders to inflate their bid above current market conditions.
- A) RFP CORRECTION - The correct rate to be used for April 2013 Ultra Low Sulfur Diesel is 401.9 cents per gallon.
- 6) Also in regards to the Fuel Price Adjustment, the RFP states that "increases" in the price of Diesel Fuel will be calculated and adjusted on a Quarterly basis. The RFP does not specifically identify "decreases" in the price of diesel fuel. Is it possible for companies to be paid less than their Bid price if the price of fuel falls below the base rate? Or will the initial Bid Price act as a "Floor" and only increases above the base rate be calculated?
- A) RFP CLARIFICATION – Price adjustments, as described in section 3.5, may result in increases or decreases.
- 7) I notice the commercial business auto liability is 10 million each accident. Is there any negotiations on this amount since it's a very high requirement?
- A) No.
- 8) Could you supply the stats for complaints under the current contract? This could be weekly stats, monthly or yearly and tell us the reason for complaints? (Example---complaints—where is my ride? Driver late etc...)
- A) This information will not be provided.
- 9) Routes 5, 6, and 7 can be used with minimum 15 passenger vehicles. I noticed the current provider is using larger vehicles than a 15 passenger, does this affect the scoring in the RFP if someone proposes a 15 passenger even though its all that is requested?

A) No. Using a larger vehicle for these routes will not affect the scoring.

10) Does the winner of the bid have to collect sales tax for transportation?

A) The State is the customer and is exempt from sales tax.

11) When will the bid selection be announced? My organization will be purchasing new vehicles if we are selected, to meet the 1 October deadline to begin transportation I will need lead time to order the new vehicles and place them into service.

A) We anticipate vendor selection and notification late June or early July. Such selection is contingent on contract approval by the OSC.

12) Please provide a copy of the proposers list.

A) The list of eligible proposers (firms who attended the mandatory pre-bid conference) is listed below.

13) Please provide a copy of the contract that is currently in place for these services.

A) This information will not be provided in this addendum.

14) When will firms be notified of intent to award?

A) Refer to Answer 11.

15) How much time will be allotted for any required transition of services?

A) Selected proposers must begin services on Oct 1. Also see Answer 11.

16) Does this contract require NYS Comptroller approval? If so has that approval time been built into the procurement schedule?

A) Yes, and Yes.

17) Questions are due on May 7, 2013 and responses are expected on or about May 14, 2013, leaving 2 weeks upon receipt of responses to construct a comprehensive proposal based upon responses received. We respectfully request that the deadline to submit proposals be extended until June 19, 2013 to allow firms to provide the best proposal possible for these services.

A) Unfortunately, OGS cannot extend this timeline. Due to timing restraints and the extensive approval process the timeline created must be followed to ensure continued service to NYS.

18) What is the total number of service hours per week day?

A) No established service hours are available. These are bid by routes. Please see Section 3.4.

19) Please provide a copy of the current service map.

A) Please see attached.

20) What is the length and seating capacity of the buses being used currently?

A) This information will not be provided. Please see Section 5.6 for requirements.

21) Page 19, Section 5.4-Our enabling legislation does not subject our Public Authority to municipal law-please confirm that this is acceptable.

A) We will require the winning contractor to comply with any applicable municipal laws regardless if they are otherwise legally binding upon the contractor.

22) Page 23, Section 5.10-Describe signage that is referenced in this section as well as estimated quantities required of each style of sign.

A) Each bus must externally display minimally on the front, the lot and/or route name. Passengers must be able to read the sign clearly to be sure they are entering the correct bus.

23) Page 26, Section 6.3-Our organization is self-insured. Will self-insured entities be allowed?

A) A Self-insured organization offering comparable coverage, as reasonably determined by OGS, are not disqualified from award.

24) Page 30, Section 6.7, Item 7-Request to change clause to the following: "The Proposer agrees that if it is awarded a contract pursuant to this RFP it will defend, indemnify and hold harmless the State of New York against any and all losses, damages, costs and expenses which it may hereafter suffer or pay out by reason of any claims, actions and rights of action in law or equity, valid or invalid, arising out of damage occurring to any property or personal injury, suffered by any person or persons, caused *solely by negligent actions* of the Proposer, any of its officers, employees, agents or representatives or any person, firm or corporation directly or indirectly employed or engaged by the Proposer."

A) This clause remains unchanged.

25) Page 31, Section 6.7, Item 14-What inspection costs would contractor be liable for? Please elaborate on what the last sentence means.

- A) Any inspection of contractor services under this clause would be performed at the State's cost. The last sentence means that the State would hold the contractor liable for any additional costs it may incur because of contractors deficient performance.
- 26) Page 31, Section 6.7, Item 17-If the Office of General Services decides to reject and bar any employee hired by the Contractor will it be with cause? Will Contractor receive written details regarding the decision?
- A) Yes. Written documentation and verbal communication will be made regarding the decision.
- 27) What is the current fuel cost being paid by the incumbent provider of these services? Is OGS currently paying the fuel escalator?
- A) Current fuel cost is not known by the State. Yes, OGS has allowed for a fuel escalation in the current contract.
- 28) What is the ridership per route?
- A) Due to Ridership varying by route daily, we will not be providing this information. Please see Section 5.7 Description of Locations for total available spaces by lot. Companies should utilize this information to use their best judgment in determining ridership by route.
- 29) Effective 2014, the Affordable Health Care Act will incur significant costs to contractors in the area of personnel benefits.
- Since its signing into law in 2010, the Act has had little impact on bid pricing, and many contractors have chosen to disregard the cost implications of this act in price proposals. While we consistently budget these costs in our operations, our company has been challenged in procurements when competing against those companies whose price has been artificially lowered by failure to comply with the provisions of this law. In an effort to ensure compliance with the Affordable Health Care Act, we respectfully request New York State office of General services takes one of the following actions:
- Mandate that all bidders comply (in both technical and price proposals) with the provisions of this act effective January 2014, and submit official certification of compliance; and / or
 - Provide benchmark costs per employee for healthcare obtained through the Affordable Health Care Act; thus ensuring that all bidders are using the same per person costs when projecting participation levels and overall cost relative to benefits; or
 - Provide adequate assurances that New York State Office of General Services will open contract negotiations at the time that this Act impacts employers (and not before); thus allowing bidders to submit price proposals based on the current costs of doing business, with this Act not yet set into law.

A) The RFP remains unchanged in this aspect.

30) Please indicate if the contractor will have to provide a radio communications system, and if so, what system is currently used for communications.

A) Please refer to Section 5.6 Equipment Requirements.

31) Please provide the annual revenue hours, revenue miles, deadhead hours, and deadhead miles for this service

A) This information will not be provided.

32) Please provide the current pay rates and hire dates of the existing drivers.

A) OGS does not have this information.

33) Currently, our company installs Drive Cam (an event triggered device that records sudden stops, aggressive turning, or an accident) on all vehicles to manage unsafe driving habits and minimize accidents. Are Drive Cam type technologies on vehicles? Would the office of general services object to the contractor installing Drive CAM on the vehicles?

A) Proposed use of such technology should be included in the submitted proposal and will be considered in evaluation. Note that passengers would need to be adequately notified about the presence of such technology in use on buses.

34) Please indicate where maintenance and fueling is currently being done. If maintenance is outsourced, please provide the name and phone number of the maintenance provider.

A) OGS does not maintain the buses under the current contract. The contractor provides the buses with maintenance and fuel.

35) Please indicate how and where the buses are being washed.

A) The buses under the current contract are being washed at the contractors' facility.

36) In order for all bidders to price consistently, please provide the annual hours bidders should include in their cost proposal.

A) OGS currently monitors daily runs or daily routes per day. Refer to Answer #18

37) Please indicate how many vehicles operate on the weekdays.

A) OGS will not provide this information. Companies should determine how many buses are required to meet the requirements set forth in the RFP for each route.

38) Please clarify if proposers will be required to provide financial statements certified by a third party certified public accounting firm.

A) Not required, however please see Section 2.2.

39) Please verify if the contractor is responsible for any licensing, permits and taxes.

A) Yes, the contractor is responsible for any license, permit or taxes associated with this contract.

40) Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost?

A) Prices will be evaluated on a Per Day Rate as represented on the Cost Proposal Form.

41) Please provide the current Per Route Per Day price paid to the existing contractor.

A) This information will not be provided.

42) Please provide current rates paid to existing contractor for variable and fixed costs. Also, please indicate the total amount paid to contractor for fiscal year 2011/2012.

A) This information will not be provided

43) Please confirm who currently runs the contact for New York State office of General services.

A) This information will not be provided.

44) Please confirm how many years has the existing contractor held this contract? Does this include any extensions? If so, how many extensions and length of each extension?

A) The current contract has a term of five years ending September 30, 2013.

45) Please provide copies of the last three months of management reports from the Contractor for this contract.

A) This information will not be provided.

46) Please provide a copy of the current contract for each Contractor for these services.

A) This information will not be provided

47) Please provide a current organizational chart or listing of positions that is being provided for this contract by the current contractor. Please indicate the percent that these positions are dedicated to this contract.

A) This information will not be provided.

48) Please provide a copy of the current contract for each Contractor for these services.

A) This information will not be provided.

49) We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.

A) OGS does not have this information.

50) Are the current drivers/employees part of a labor union? If yes, please provide contact name and number for the union representative.

A) OGS does not have this information.

51) If the drivers/employees are part of a labor union, please provide a current copy of the collective bargaining agreement.

A) Please see answer to Question 50 above.

52) Please provide information regarding the current rates/benefits of the current employees. Please include specific regarding co-pays, dependant coverage and amount of premium paid by employer.

A) OGS does not have this information.

53) Has service experienced problems due to driver shortages? If so, please explain.

A) This information will not be provided.

54) Please clarify the current background check process completed for employees under this contract, as well as if this process has been audited recently?

A) This information will not be provided. Please see Exhibit A.

55) For the purposes of insurance and wage costing, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services.

A) This information will not be provided.

56) Please provide a copy of the current pull out times and return to yard times for each of the routes.

A) Please see Exhibit B of the RFP for the Route Schedules.

57) Please supply any information about current incentive programs for the employees.

A) OGS does not have this information.

58) At this time what are the three biggest challenges the Office of General Services face, and how have these inhibited the Office from achieving their goals?

A) OGS views this question as inappropriate due to its subjectivity.

59) In the next ten years, what are the three most important things the Office of General Services wants to accomplish/change with the proposed (services)?

A) See answer to # 58.

60) Please provide the current make, model and type of vehicles that currently support the service.

A) This information will not be provided.

61) Please indicate the total # of each type of vehicles that support the service and which routes they are associated with.

A) This information will not be provided

62) Please indicate the type (if any) of on board technology that is currently used in running the service.

A) This information will not be provided.

The Attendees of the Mandatory Pre-Proposal Conference and Route Tour:

- ❖ **Northeast Shuttle Service**
- ❖ **Yankee Trails, Inc.**
- ❖ **Sparrowhawk, Inc.**
- ❖ **First Transit, Inc.**
- ❖ **Transportation Department Center for Disability**
- ❖ **MV Transportation, Inc.**
- ❖ **Suburban Transportation, Inc.**
- ❖ **CDTA**

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFP #1790 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) _____

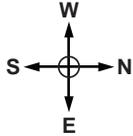
Title _____

Signature _____

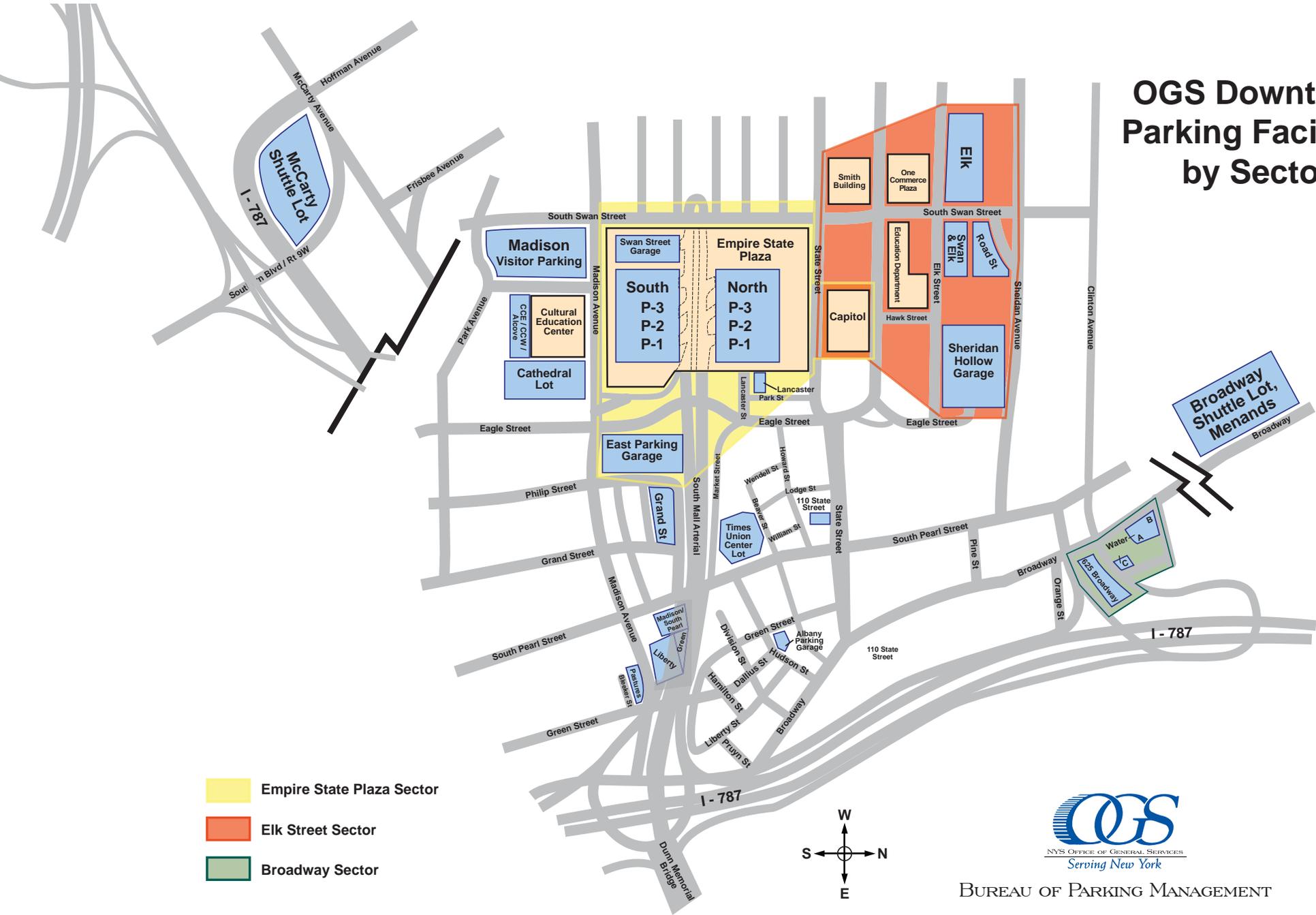
Date _____

OGS Downtown Parking Facilities by Sector

- Empire State Plaza Sector
- Elk Street Sector
- Broadway Sector



BUREAU OF PARKING MANAGEMENT



WTR

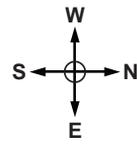
Water Street Shuttle Bus Schedule

Key:

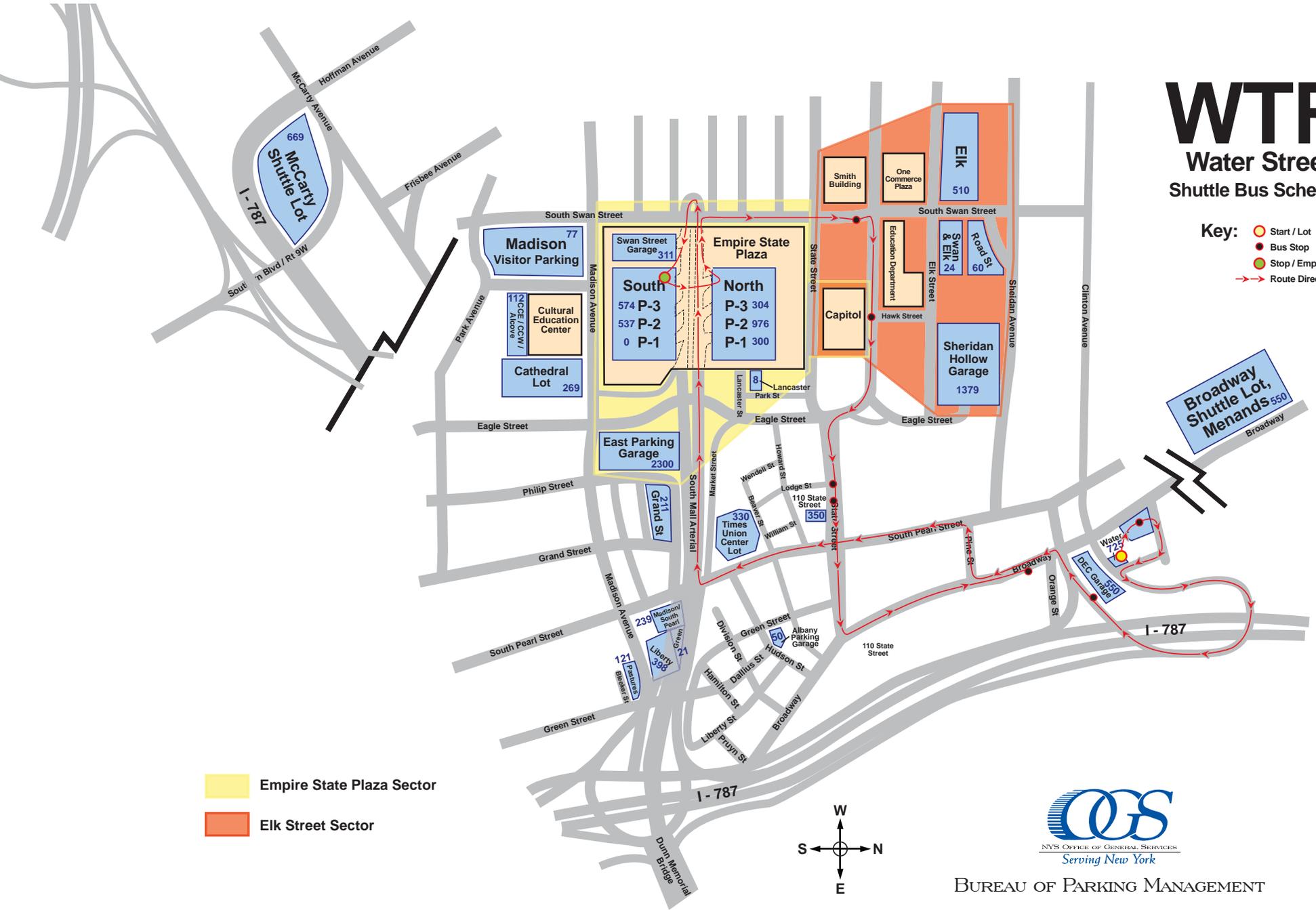
- Start / Lot
- Bus Stop
- Stop / Empire State Plaza
- Route Direction

Empire State Plaza Sector

Elk Street Sector



BUREAU OF PARKING MANAGEMENT

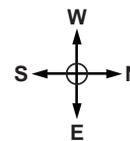


MAP

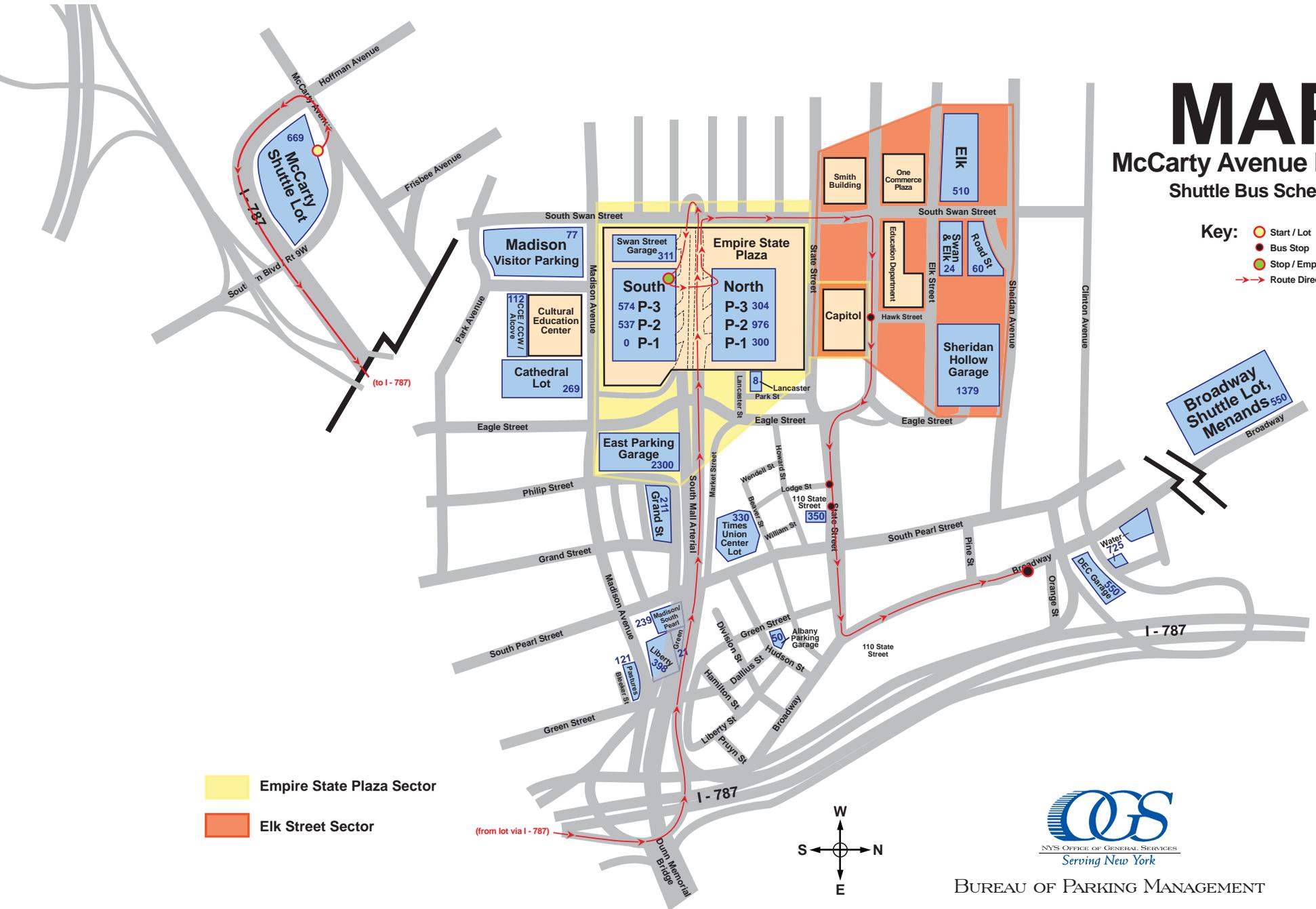
McCarty Avenue Parking Shuttle Bus Schedule

- Key:**
- Start / Lot
 - Bus Stop
 - Stop / Empire State Plaza
 - Route Direction

- Empire State Plaza Sector
- Elk Street Sector



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MSP

Madison / South Pearl

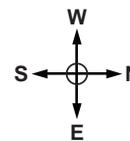
Shuttle Bus Schedule

Key:

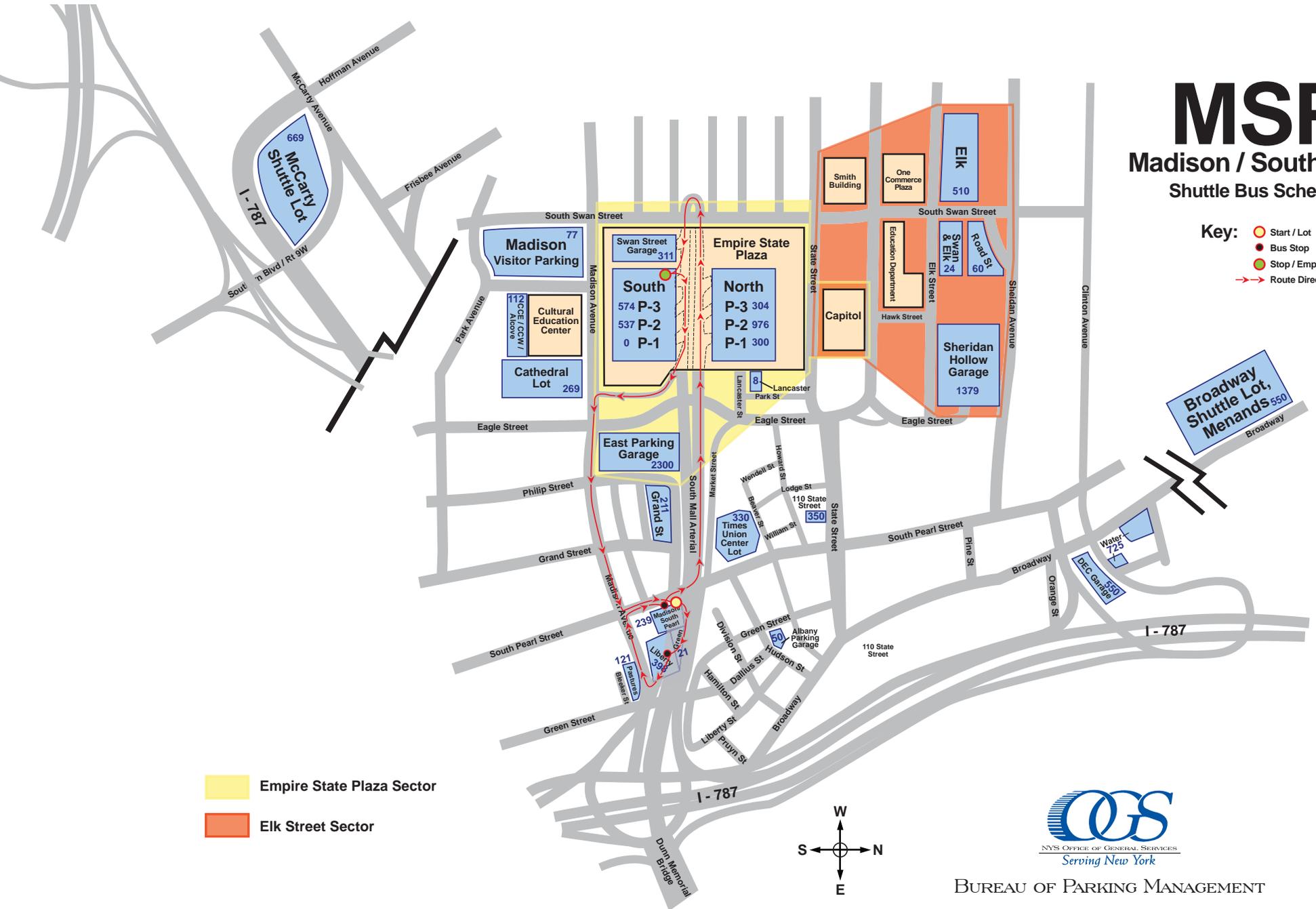
- Start / Lot
- Bus Stop
- Stop / Empire State Plaza
- Route Direction

Empire State Plaza Sector

Elk Street Sector



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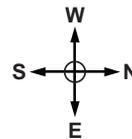
EPG

East Parking Garage

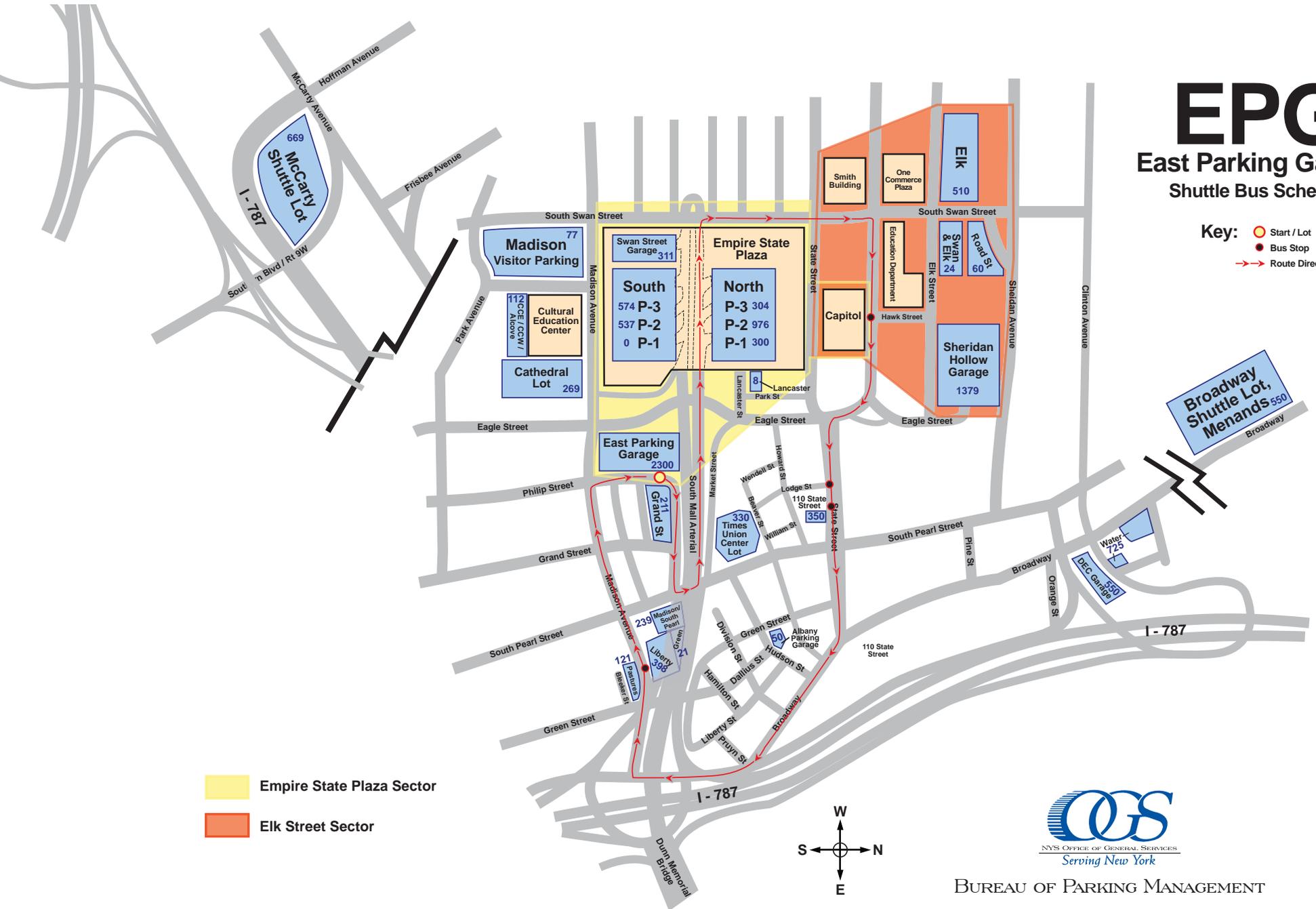
Shuttle Bus Schedule

Key:  Start / Lot
 Bus Stop
 Route Direction

 Empire State Plaza Sector
 Elk Street Sector



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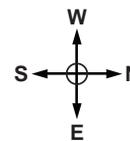


BWY

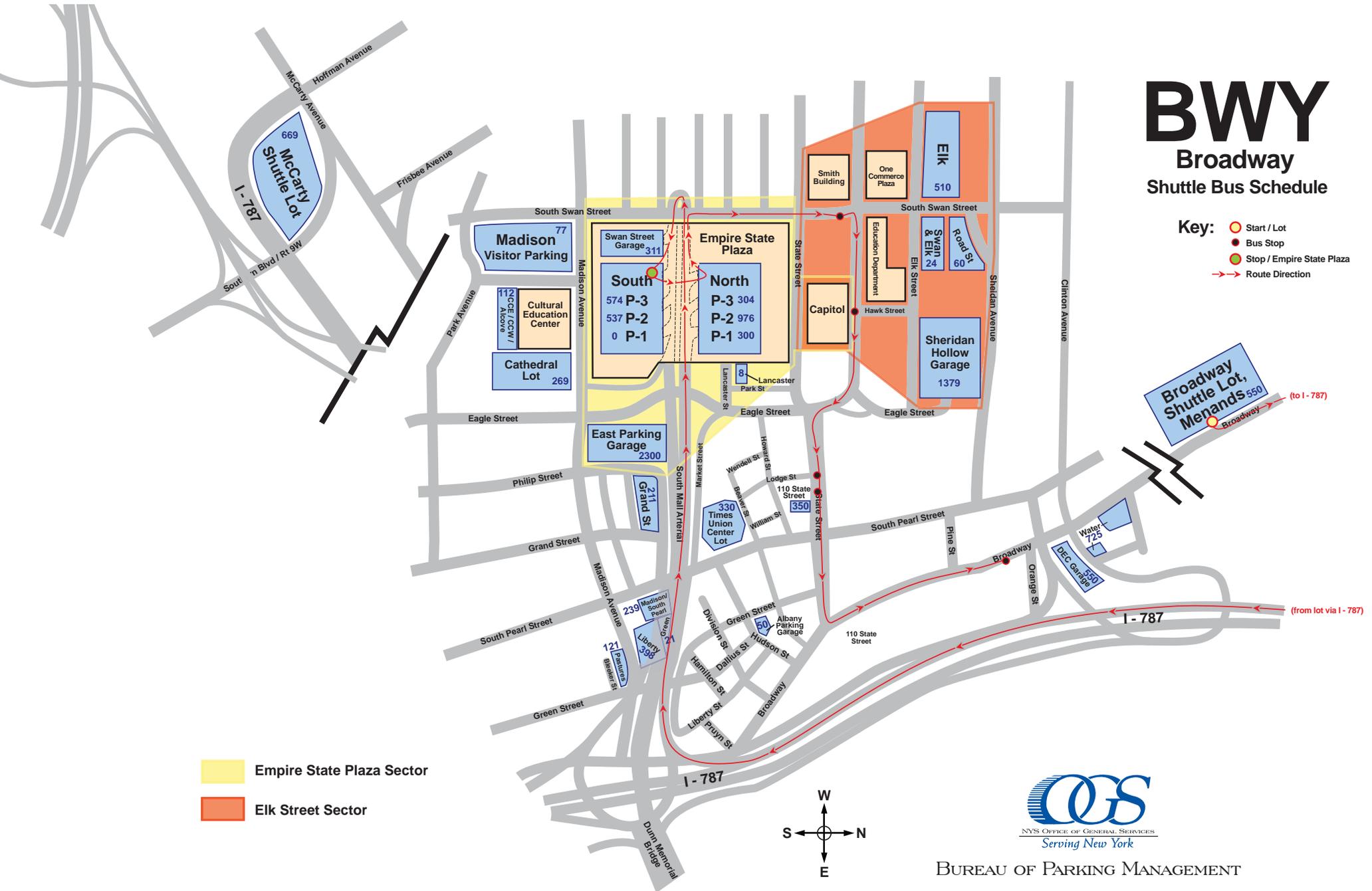
Broadway Shuttle Bus Schedule

- Key:**
- Start / Lot
 - Bus Stop
 - Stop / Empire State Plaza
 - Route Direction

- Empire State Plaza Sector
- Elk Street Sector



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**Request for Proposals (RFP) are being solicited by the
New York State Office of General Services**

**For
Transportation Services**

April 2, 2013

Class Codes: 78

Group Number: 80103

**Solicitation
Number:** 1790

Contract Period: **October 1, 2013 – September 30, 2018**

Proposals Due: **May 29, 2013 @ 2 P.M. EDT**

**Designated
Contact:** Tammy Rock
Contract Management Specialist 1
New York State Office of General Services
Financial Administration
Corning Tower, 40th Floor
Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-486-3651
Email: tammy.rock@ogs.ny.gov

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Appendices

Appendix A - Standard Clauses for New York State Contracts

Appendix B – Required Forms

Exhibits

Exhibit A – Plan of Operation

Exhibit B – Route Schedules

Exhibit C – Sample Contract

Exhibit D – Proposer’s Checklist

Attachments

Attachment 1 – Cost Proposal Form

1. Introduction

1.1 Overview

The New York State Office of General Services (OGS or State) is soliciting proposals for the provision of routine transportation services to and from various peripheral parking facilities operated by the OGS Bureau of Parking Management and downtown Albany State Office Buildings. It is OGS' intention to award this contract to one or more transportation service companies which offer the most comprehensive, safe, reliable, customer friendly and efficient service to all OGS customers and best value to New York State.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, Contract Management Specialist 1, New York State Office of General Services, Division of Financial Administration has been designated the Primary contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Tammy Rock, Contract Management Specialist
New York State Office of General Services
Financial Administration
Corning Tower, 40th Floor
Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-473-2844
Email: tammy.rock@ogs.ny.gov

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

Diane Robinson, Contract Management Specialist II
New York State Office of General Services
Financial Administration
Corning Tower, 40th Floor
Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-473-2844
Email: diane.robinson@ogs.ny.gov

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

Anuola Surgick, Compliance Specialist 1
MWBE and Community Relations
NYS Office of General Services
Corning Tower, Empire State Plaza
Albany, NY 12242
Voice: (518) 486-6866
Fax: (518) 486-9285
Email: anuola.surgick@ogs.ny.gov

1.3 Key Events

The Table below outlines the tentative schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this RFP.

Table 1. Key Events (Estimated)

Action	Date
OGS issues Request for Proposal (RFP) for Transportation Services	4/02/2013
Proposers submit Intent to Submit a Proposal notification to OGS (See Section 1.5)	4/24/2013
Mandatory Pre-Proposal Conference and Route Tour (Section 1.6)	4/30/2013
Proposer questions due to OGS as well as any exception waiver requests (See Section 2.2.1 and 3.9)	5/07/2013
OGS issues responses to questions	5/14/2013
Proposals due to OGS @ 2 PM EDT	5/29/2013
Contract start date	10/01/2013

1.4 Minimum Qualifications of Proposers

The following **mandatory** qualifications apply:

- Proposer's organization must have performed the type of work hereinafter described, and which has been in continuous operation for at least the past three years.
- Proposer's organization must include a plan to address emergencies and other unanticipated events requiring immediate deployment of proposers resources. Proposers may make alternative arrangements with other local operators to provide sufficient backup resources.
- Proposer's organization must demonstrate a strong safety record based upon the New York State Department of Transportation's inspection failure rate average over the last three years for an out of service rate of not more than 25%.
- Proposer's organization must be in compliance with the Federal Omnibus Transportation Employee Testing Act of 1991.

1.5 Intent to Submit a Proposal

Vendors who wish to submit a proposal **must register** their Intent to Submit a Proposal with OGS by sending notice to Tammy Rock, via email Tammy.rock@ogs.ny.gov. Vendors shall include their company name, address, phone, fax, contact name, title, email address and name of representative(s) planning to attend the Mandatory Pre-Bid Conference and Route Tour if different than company contact name. Please limit attendees to four (4) representatives per company. Vendors must register their intent no later than **4/24/2013 by 5:00 PM EDT**. Only registered vendors will be allowed to submit proposals and attend

the Mandatory Pre-Bid Conference and Route Tour for this RFP. Also, only registered vendors will receive information on Pre-Bid Conference and Route Tour location and time, updates or responses to questions regarding this RFP. By registering a Letter of Intent to Submit a Proposal, **vendors are not obligated to submit a proposal.**

1.6 Mandatory Pre-Bid Conference and Route Tour

Bidders intending to submit a bid will be required to attend a mandatory pre-bid conference/route tour, which will include an informational meeting on the date and time indicated in Section (1.3) Key Events below. This is the only date and time available for route review. Alternate dates for additional site inspections **will not** be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Please limit attendees to four (4) representatives per company. Failure to attend the mandatory pre-bid conference/route tour will result in rejection of the bid.

The facilitator of the event will publicly announce the official start time of the pre-bid conference/site tour, which announcement shall be made no sooner than the time stated in Section (1.3) of Key Events. Prospective bidders arriving after the official start time of the pre-bid conference/route tour will be precluded from attending the pre-bid conference/route tour, and therefore unable to submit a responsive bid.

Due to security restrictions, all persons planning to attend the Mandatory Pre-Bid Conference and Route Tour must pre-register with Tammy Rock via e-mail to Tammy.rock@ogs.ny.gov per Section 1.5 above or at least 24 hours in advance for any changes of individuals. It is recommended that attendees arrive at the building 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-bid conference/route tour is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the pre-bid conference/route tour (to arrange attendance, during the conduct of the visit and to pose questions regarding the routes).

The pre-bid conference/route tour will provide an opportunity for Bidders to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the pre-bid conference/route tour will be permitted. It is suggested that the Bidder note the question and ask at the end of the conference/route 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 (1.3) Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-bid conference/route tour. Only answers provided by addendum are considered official.

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

2. Proposal Submission

2.1 Questions Concerning the RFP

There will be an opportunity available for submission of questions. Questions must be submitted, via email, to the Designated Contact as indicated above. All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP and, where possible, prior to the Pre-Proposal Conference scheduled for **4/30/2013**.

Questions during the conference will be permitted, however, official answers may be deferred and provided subsequently in writing by the Designated Contact and distributed to all Proposers represented at the Pre-Proposal Conference.

The final deadline for submission of any questions regarding this RFP is **5/07/2013 5:00 P.M. EDT**. Questions received after the deadline for inquiries may not be answered.

OGS will distribute a document with all Questions and Answers via email on or about **5/14/2013**, to the Primary Contact Person for all vendors that attended the Pre-Proposal Conference and that have submitted an Intent to Submit a Proposal. Vendors that have registered their Intent to Submit a Proposal will also receive any additional updates regarding this RFP, as necessary.

2.2 Proposal Format and Content

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

The information contained in your proposal shall include all items identified in Exhibit D and be indicated by a Table of Contents.

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

2.3 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 bid documents including signed bid 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, 40th Floor
Albany, NY 12242
Attn: Tammy Rock
RFP 1790

E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before **2:00 PM on the date indicated in section 1.3 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 bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid 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 Bidder. 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.

2.3.1 Submit Copies and Packaging of RFP Response

Please submit **(4) originals** of the **Bid Proposal Form (Attachment 1)**, along with **(4) Contractor Information Pages** and **Acknowledgement Pages** found in **Appendix B**. Please complete and submit (1) original and (3) copies of all other documents found in Appendices B, your proposal submitted as directed in Exhibit D – Proposers Checklist, as well as any bid addenda.

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

- Bidder's complete name and address
- Solicitation Number – 1790 (this document)
- Bid Due Date and Time: **(as indicated in section 1.3, Key Events)**
- Bid for Transportation Services, Albany, NY

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

Important Building Access Procedures for Delivered Bids

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

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

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

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

3. Administrative Information

3.1 Issuing Office

This RFP is being released by the New York State Office of General Services Division of Financial Administration on behalf of OGS Bureau of Parking Management.

3.2 Method of Award

Contract(s) awarded under this RFP will be made to the Proposer(s) affording the best value to the State. Contract awards under this RFP will be made on a Per Route basis to the Proposer(s) receiving the highest point total using the evaluation criteria listed in section 4.1. The State reserves the right to award a single contract for all Routes to a single Contractor if such action is deemed to be in the best interests of the State.

The Grand Total bid amount of the successful bidder shall be used to calculate the total contract value. The total contract value shall not be exceeded.

3.3 Term of Contract

This contract will commence on **October 1, 2013** and will be in effect for five (5) years.

The State of New York retains the right to cancel this contract or any portion thereof without cause, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. Any cancellation by OGS under this section 3.3 shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages 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.

3.4 Price

Proposers **must** submit cost proposals on the Cost Proposal Form, Attachment 1. Each Proposer is to submit a bid for one or more of the specified Routes and the selected Contractor(s) will be paid on a per day rate per route. All Proposers **must** also submit a bid for a per bus, per hour rate which will be used as a benchmark for assessing any possible amendments to any contracts resulting from this RFP should the State have additional or reduced transportation requirements in the future.

If service is curtailed upon the closing of State offices due to inclement weather or other causes, the normal route rate will be prorated to reflect the proportion of time of the usual Route for which the Contractor actually provides service. It is expressly understood that the contractor shall not be paid any additional compensation for substituted or replaced vehicles during any day.

3.5 Price Adjustment

The Contractor is to submit proposed "Per Day Rates" per route. **Seventy percent** of this "per day rate" 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, Northeast Region, base period 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in October 2008, the 'base' month will be July. If the contract allows for an adjustment after the first year, it would be based on the difference between the July 2008 CPI and the July 2009 CPI and become effective in October 2009.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request,

in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242.**

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

Fuel Price Adjustment:

A fuel price adjustment will be made to the contracted pricing in accordance with the following:

- **Thirty percent** of the proposed “Per Day Rate” per route will be automatically adjusted on a quarterly basis. The Office of General Services Financial Administration Contracts Office will compute the increase based on the percent difference between the “base” rate published for April 2013 and the price of diesel fuel as reported in the Central Atlantic Region (PADD 1B) by the US Department of Energy’s monthly “Energy Information Administration Weekly Retail Diesel Prices” for Ultra Low Sulfur Diesel for subsequent quarters during the contract period.
- An initial adjustment will be based on the percent change from the April 2013 monthly price (429.4 cents per gallon) for Ultra Low Sulfur Diesel on the Department of Energy’s Energy Information Administration web site (http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_a_EPD2DXL0_pte_cpgal_m.htm) for the Central Atlantic Region (PADD 1B) and the September 2013 monthly price for the same product and area. The adjusted price will be effective October 1, 2013 and be in effect through December 2013.
- Increases will be based on the percent change (rounded to the nearest tenth, X.X %) from the base period (April 2013 - 429.4 cents per gallon) and the monthly prices for the periods ending December, March, June, and September. The percent change will be multiplied by the 30% portion of the proposed “Per Day Rate” for each route and will be applicable for the following three months.

EXAMPLE:

If the proposed “Per Day Rate” for a route is:	\$300.00
And 30% of this rate will be adjusted as a fuel price adjustment, multiply by:	0.3 (or 30%)
Equals the amount of the proposed “Per Day Rate” that will be adjusted quarterly.	\$90.00

Published rate at time of calculation (September 2008)	474.1 cents per gallon
Divided by rate at time base price was set (April 2008)	429.4 cents per gallon
Equals	1.10

This means the base price should be increased by 10.0%. To proceed:

Base amount to be adjusted (30% of “Per Day Rate”):	\$90.00
Multiplied by:	1.10
Equals adjusted price:	\$99.00

In the above example, the proposed “Per Day Rate” for a route was \$300. The proposer should have used the rate of 429.4 cents per gallon for Ultra Low Sulfur Diesel in preparing the cost proposal for this route. OGS will adjust 30% of the “Per Day Rate” as a fuel price adjustment at the beginning of the contract and each quarter thereafter.

The Proposer figured a “Per Day Rate” for a route at \$300.00. Because of the fuel price adjustment for this contract; the rate the Proposer is entitled to charge is \$309.00 from October 2008 through December 2008. All calculated dollar amounts will be rounded to the whole cent.

Additional Notes on Fuel Price Adjustment:

Should postings differ from current description and/or format, a posting determined by the Commissioner in his/her sole discretion to be most reflective of market conditions will be used. Correction to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

Price adjustments are limited to changes in pre-selected postings as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price adjustment clause herein.

3.6 Method of Payment

For the purposes of this contract, payment will be based on an itemized invoice of all services performed by the Contractor. Invoices shall be submitted on a monthly basis for services provided during that period clearly stating amounts for each Route.

Submitted invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC). The Proposer must indicate any special requirements in an attachment to the Cost Proposal Form.

All invoices or vouchers must be submitted for payment to:

Accounts Payable
Business Service Center -or- accounts payable@ogs.ny.gov
OFFICE OF GENERAL SERVICES
EMPIRE STATE PLAZA STATION
P. O. BOX 2117
ALBANY, NEW YORK 12220-0117

Also, a copy of the invoice and reports must be forwarded to the OGS Facility Manager.

A copy of each invoice, along with a monthly report, must also be forwarded to the Bureau Chief Parking Management at this address:

BUREAU CHIEF PARKING MANAGEMENT
OFFICE OF GENERAL SERVICES
TOWER BUILDING, 39th FLOOR
EMPIRE STATE PLAZA
ALBANY, NY 12242

3.7 Electronic Payment

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

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

3.8 Past Practice

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

3.9 Exceptions to RFP

The Issuing Office will consider all requests to waive any RFP requirement. However, proposers should be aware that failure to obtain a waiver of any RFP requirement in advance of proposal submission could result in rejection of Proposer's proposal and disqualification from the proposing process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in 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 'Responses 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 vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

3.11 Examination of Contract Documents

1. 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.
2. 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 bidding.
3. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Tammy Rock, Division of Financial Administration, 40th Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 email: tammy.rock@ogs.ny.gov, a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than 5/07/2013. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be emailed to vendors who have registered an Intent to Submit a Proposal.

4. 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 with four (4) originals. In awarding a contract, any addenda will become a part thereof.
5. 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 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 Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFP, and the contract resulting from the RFP.

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

3.13 Inspection of Books

It is expressly understood and agreed that the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full six-year period.

3.14 Glossary of Terms

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

"Contractor" shall mean a successful company awarded a contract pursuant to this RFP.

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

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

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

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

3.15 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

OGS will evaluate all proposals received based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible Proposers” will be selected for award (State Finance Law, Article 11, Section 163).

OGS, at its sole discretion, will determine which proposal best satisfies the requirements. OGS reserves all rights with respect to the award of this contract. All proposals deemed to be responsive to the basic requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the basic requirements as stated in this document will be eliminated from further consideration.

Qualified OGS staff will evaluate all submitted proposals. OGS may request clarification of a proposal.

The evaluation process will include separate technical and cost evaluations.

This technical evaluation will comprise 55 points of the total 100 evaluation points, with the cost component constituting 45 points of the total 100 evaluation points.

Proposers are encouraged to present all information that may be deemed pertinent to their Proposal, and may be requested to provide supplemental information based on the State's evaluation procedure.

Supplemental information may be requested in writing, with clarification as applicable. Any supplemental information provided will be considered a formal part of the Proposer's original proposal.

If further information is needed during the evaluation process, OGS will contact the Proposer.

The State may require all Proposers to make a presentation in Albany if deemed to be desirable. If conducted, information learned will be considered cumulative knowledge for sourcing.

Further, OGS reserves the right for evaluators to make on-site inspections of any Proposer or Proposer's sub-contractor's facilities, vehicles and other equipment.

Specific information regarding the evaluation criteria is as follows:

1. **Proposer's Experience --- 5 points**
Each Proposer will be evaluated as to its experience, pursuant to this RFP, demonstrating its level of experience in operating an organization capable of performing the services sought by the RFP.
2. **Plan of Operation --- 40 points**
Each Proposal will be evaluated for the completeness of, and the extent to which, the operational information meets the goals and requirements of the RFP. See Exhibit A for a list of points to be addressed.
3. **Quality and Completeness of Proposal --- 5 points**
Each Proposal will be evaluated for the extent to which the proposal satisfies and addresses each requirement of the RFP.
4. **Safety Record --- 5 points**
The Proposer's safety record as established by its historical New York State Department of Transportation's inspection failure rate or any other relevant data. The out of service rate average over the past three years cannot exceed 25%.
5. **Cost --- 45 points**
The cost to the State will be evaluated based on the proposed “per day rate” per route.

4.2 Notification of Award

After the evaluation, all Proposers offering proposals will be notified of the name(s) of the successful Proposer(s). The successful Proposer(s) will be notified that the submitted proposal has been selected. 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 RFP shall not be made without prior approval from the Issuing Office.

Proposals shall be submitted with the understanding that the acceptance thereof in writing by the Commissioners of OGS shall be binding upon the Proposer(s). Execution of an agreement, which incorporates the terms of this RFP and Proposer's proposal, with the approval of the Attorney General and the State Comptroller, shall constitute a contract between the Contractor and the State.

5. Scope of Work

5.1 Project Background

The OGS Bureau of Parking Management is responsible for the management of parking facilities and for the provision of transportation services to and from such facilities for State workers located in the Albany City environs. Although some parking spaces are provided in and around the Empire State Plaza, the limitations of available space require that a great number of State workers obtain parking privileges in parking lots located outside of the immediate work areas in what are hereinafter referred to as "Peripheral Lots."

In order to adequately accommodate the needs of the growing numbers of those workers using Peripheral Lots, the OGS Bureau of Parking Management has previously retained the services of a single transportation service company to shuttle State workers from the Peripheral Lots to the assigned work areas located in or around the Empire State Plaza in the morning hours and back to Peripheral Lots at the conclusion of work. The Peripheral Lots are located in the following areas:

- on McCarty Avenue in the City of Albany
- at 100 Broadway in the Village of Menands
- on Water Street adjacent to the Corning Preserve in the City of Albany

The total parking capacity for all three peripheral lots is approximately 2000 vehicles.

There are also two downtown shuttle routes which services lots at:

- Grand Street/East Garage
- Madison/South Pearl
- Liberty Street
- the Pastures
- The Times Union Center garage

The total parking capacity for all six of these downtown lots is approximately 3000 vehicles.

5.2 Project Goals and Scope

It is the intention of the OGS Bureau of Parking Management to enter into a contract with one or more companies to provide transportation services which have been divided by routes as follows:

<u>Route</u>	<u>Location</u>
Route 1:	Water Street Express - Peak Service
Route 2:	McCarty Avenue - Peak Service
Route 3:	100 Broadway - Peak Service
Route 4:	Madison/South Pearl - Downtown Shuttle Service
Route 5:	Water Street Local Service
Route 6:	McCarty Avenue/100 Broadway - Mid-Day Shuttle Service
Route 7:	East Garage Shuttle

The pick up and drop off times for all of the above listed routes (hereinafter the "Routes") are put forth in Exhibit B hereof. This "Request for Proposal" (RFP) has been prepared for the purpose of soliciting proposals from as many qualified companies as possible to provide these services for one or more of the

above routes. Proposers may present proposals for one or more routes with a complete description of the Proposers plans to meet the requirements of each route.

A goal of this RFP is to secure the services of one or more Contractors who are able to provide clean, comfortable and safe service to all OGS customers. Such service should include neat and courteous drivers who can provide a customer friendly atmosphere.

Proposers should be capable of providing prompt and reliable service for all regularly scheduled routes as well as be responsive and adequately equipped to handle any service breakdowns or delays.

Proposers should be able to demonstrate a superior safety record together with the ability to provide the highest quality and well maintained fleet of buses. Each proposal should set forth the internal standards established to further compliance with these requirements.

Each Proposer is encouraged to use best practices from their existing contracts and industry standards to describe how their company can fulfill the goals of this RFP.

Each Proposer must describe their company's capabilities, experience and expertise, and to explain how their company can best fulfill the goals and scope of work set forth in this RFP. See Section 2.

5.3 Summary of Key Requirements

5.3.1 Contract Representative

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

The Commissioner's designated representative for all purposes of this contract shall be the Bureau Chief of OGS Bureau of Parking Management.

5.3.2 Administrative Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements.

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Bureau Chief Parking Management. This meeting shall include, but not be limited to:

- An introduction for each respective organization, chain of command, etc.
- The Contractor's submission of a schedule of work to be reviewed and approved by the Bureau Chief Parking Management.
- A review of all facility use rules.

Unless otherwise directed, there shall be at least monthly job meetings for the following purposes:

- Review service levels and timeliness of all schedules.
- Identify and resolve problems that impede planned progress.
- Coordinate the efforts of all concerned.
- Maintain a sound working relationship between the Contractor and OGS, and a mutual understanding of the contract.
- Maintain practical and effective working procedures.

5.3.3 Reporting Requirements

Unless otherwise directed, the Contractor shall provide at least monthly reports to OGS Bureau Chief Parking Management. This report shall detail daily departure times for all routes and the number of riders from each pick up point and the number of riders dropped off at each drop off point. Any skips should be

noted on this report as well. OGS Bureau Chief Parking Management also reserves the right to request additional reports as needed following consultation with the contract representative.

5.4 Performance and Operation Standards

The Contractor will be required to demonstrate to the satisfaction of the State that its operation of the transportation service is performed in accordance with all Contractual Standards and Requirements found in Section 6 of this RFP.

- The Contractor shall provide all necessary vehicles and qualified personnel required to provide the services.
- For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- It is the Contractor's responsibility to maintain all equipment provided for the service and conduct all operations consistent with all applicable federal, state and local laws including the Federal Omnibus Transportation Employee Testing Act of 1991.
- The quality of service shall be subject to inspection by the State of New York at any time. 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 General Services may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor and their surety shall be liable to the State of New York for costs incurred on account thereof.
- Proposer's organization must have a sufficient fleet of well-equipped, clean, comfortable and safe buses which can be demonstrated by Proposer's current inventory and any proposed plans to purchase new buses or supply additional buses by use of subcontractors.
- All vehicles to be used in the performance of services under any contract resulting from this RFP must have a suitable system to allow communications between the bus drivers (operators) and dispatcher at the Contractor's place of business.

All services under any contract resulting from this RFP shall be of the highest quality and standards; and must conform in all respects to Federal, State and municipal laws, ordinances, rules and regulations. The Contractor shall continuously maintain all required licenses and permits and shall provide for the inspection and review of such licenses and permits by the Office of General Services and any other persons authorized by law.

The service shall at all times be prompt, clean, courteous and efficient. Service shall be provided to all patrons without discrimination.

5.5 Service Requirements

The Contractor shall furnish buses, operators and sufficient supervisory personnel to ensure that transportation services are provided in accordance with the terms stated herein concerning the peripheral parking lots located at Water Street, McCarty Avenue, 100 Broadway, and designated locations in downtown Albany. The Office of General Services shall, at its discretion, determine the pick up times and location of all stops. The stops and routes may be altered by OGS from time to time at its discretion, with prior notification to the Contractor.

a. The transportation service herein specified shall be performed on all business days of the State government, Monday through Friday. The service shall not be rendered on holidays observed by the State government. At the Contractor's written request, OGS will furnish a list of the established holidays observed by the State.

b. The Contractor shall perform two (2) basic forms of transportation services, according to the State's differentiated needs for (1) a shuttle type service between designated peripheral parking lots and designated stops (hereinafter the "Shuttle Service"). Buses designated for shuttle service may, if of an appropriate category type as specified herein, also be used to provide peak service and (2) the conveyance of persons from and to the peripheral parking lots during the morning arrival and afternoon departure periods (hereinafter the "Peak Period Service").

The Contractor shall utilize for service a sufficient number of buses to meet the requirements of the State's schedule of operations. If there are additional transportation requirements during the contract period, the Bureau Chief Parking Management will provide the Contractor with at least one (1) month written notice, if feasible, detailing the specific requirements. Contractor will be required to submit a proposal for such additional transportation requirements at a price which does not exceed the Contractor's per hour per vehicle bid prices submitted hereunder. The State may or may not enter into an amendment to any contract resulting from this RFP with Contractor for the additional transportation requirements.

c. The Contractor shall perform the "Load and Go" service at the McCarty Avenue peripheral lot between the hours of 7:00 am and 8:30 am. The criteria for dispatching buses are as follows:

McCarty Avenue – 40 passengers or 8 minutes, whichever comes first.

Note: OGS will perform periodic bus route audits to determine compliance with bus schedules. At the request of OGS, Contractor must provide a representative to coordinate with OGS on audits at no additional charge to the State.

d. The Downtown Shuttle Service operates between the Empire State Plaza and designated parking lots located east of the Empire State Plaza in downtown Albany. The hours of service are presently 6:40 AM to 9:51 AM and 3:10 PM to 6:35 PM daily, but may be modified from time to time at the sole discretion of OGS.

e. The Water Street local shuttle service operates between the Water Street lots (located adjacent to the Corning Preserve in downtown Albany) and several state office buildings including 625 Broadway, as well as the Empire State Plaza. The hours of service are 6:30 AM to 6:53 PM daily, but may be modified from time to time at the sole discretion of OGS.

f. The lots to be serviced, the hours of service, and the number, timing, routes, and control of passengers on all buses to be performed shall be determined and governed in accordance with the schedule of operation established by OGS and modified by OGS in its sole discretion, from time to time. OGS' right of modification shall include the reduction and suspension of the Contractor's services if necessitated by decrease in demand or other events beyond OGS' control. In the event of such a reduction or suspension, Contractor will be obligated to make a good faith effort to negotiate an appropriate reduction in its compensation. Contractor's failure to make a good faith effort to negotiate an appropriate reduction in its compensation shall be a basis for the State's termination of any contract resulting from this RFP. Further, services may be rescheduled and curtailed upon the closing of the State offices due to inclement weather or other causes. The current schedule is attached as Exhibit B.

g. The Contractor shall furnish and maintain throughout the service, buses in good operating order and repair including adequate heating and air conditioning systems, displaying a valid New York State DOT inspection sticker and buses that are clean and have well kept interior conditions. The State reserves the right to reject any vehicles not conforming to the specifications of this section and to reasonable standards of safety and efficiency for the service.

Note: Proposers should be aware that the State's requirements may change based upon the proposed construction of new State Office Buildings and a parking garage in downtown Albany in the next few years. If such new facilities result in additional transportation requirements, then any contract resulting from this RFP may be amended pursuant to the provisions of Section 5.5 above.

5.6 Equipment Requirements

a. The Contractor shall equip each bus with adequate and working heating and air conditioning systems and suitable system to allow communications between the bus drivers (operators) and dispatcher at the Contractor's place of business. This will enable the Contractor to properly respond to breakdowns, accidents, weather conditions, and any other factors which may affect service. In addition to providing two-way communication service, the Contractor will ensure that bus runs are operated according to established schedules and routes. This may involve frequent monitoring at various locations along the bus routes and any number of other actions deemed appropriate to keep the number of bus complaints to a minimum. This equipment must be inspected and approved by OGS.

The Contractor shall immediately notify the State's representative within 20 minutes of missed runs caused by any of the above factors. This will enable the Bureau of Parking Management to provide quick

responses to customer complaints and to establish a basis for reducing the Contractor's compensation as well as implementing liquidated damages should replacement buses not be provided in accordance with these specifications.

b. In the event of a breakdown or accident of any bus, succeeding buses of the peripheral parking service will be obligated, subject to the capacity limitations and further direction of OGS' representative, to take on the passengers of the disabled vehicle. To the extent all passengers of the disabled vehicle cannot be so accommodated by the scheduled buses, the Contractor shall furnish within twenty (20) minutes another bus to transport the delayed passengers to their respective destinations.

c. Vehicles must be of sufficient size and provide an adequate level of comfort to accommodate OGS customers. Generally, buses designed for local school transportation are not adequate to provide for the level of comfort expected by the State. Additionally, the minimum level of vehicle for each route (as fully described in Section 6.4 below) is as follows:

Routes 1 - 4	Inter-city Bus, Suburban Bus or Transit Bus
Routes 5 - 7	Shuttle Bus

5.6.1 Equipment Description

Buses have been categorized below for the purposes of this RFP. These are listed in descending order of preference, so that any preceding category shall be sufficient to satisfy the requirements hereof when a lower listed bus is specified as the minimum. The categories are as follows:

a. INTER-CITY BUS - means a motor vehicle with a seating capacity of forty-four (44) persons or more equipped with all forward facing seats having headrests with baggage compartments or racks, heat, air conditioning, and a rest room.

b. SUBURBAN BUS - means a motor vehicle with a seating capacity of forty-four (44) persons or more equipped with all forward facing seats having headrests with baggage compartments or racks, heat and air conditioning.

c. TRANSIT BUS - means a motor vehicle with a seating capacity of forty-four (44) persons or more with front and with or without rear doors and seats not necessarily facing forward and heat and air conditioning.

d. SHUTTLE BUS - means seating capacity of (15) persons or more with front and, with or without, rear doors and seats not necessarily facing forward and with heat and air conditioning.

5.7 Description of Locations

Presently there are three (3) peripheral parking lots in operation as described below:

a. The Water Street peripheral lots are defined as the paved areas having a capacity of seven hundred and twenty five (725) cars, located immediately adjacent to the Corning Preserve. The lots can be accessed conveniently from Interstate 787. Bus shelters are located at lot A and lot C. The contractor's busses shall accept and discharge passengers at each of these bus shelters. The first stop will be at lot C and the subsequent stop at lot A. Current usage of the Water Street lot is approximately 700 patrons.

b. The McCarty Avenue Peripheral Parking Lot is defined as the paved area having a capacity of six hundred and sixty nine (669) cars, located immediately South of McCarty Avenue, East of Route 9W, and East of Interstate 787 on the Southern border of the City of Albany. The lot is served by a common access and egress road located near the Northeast corner. This access and egress road connects with the intersection of Route 9W and McCarty Avenue. A bus waiting station is located near the Southwest corner of the parking area. The Contractor's buses shall accept and discharge passengers on the Northeastern face of the waiting station.

c. The 100 Broadway Parking Lot is located directly south of the Dollar Store and Save A Lot just off of Interstate 787, Menands exit approximately five (5) miles from downtown Albany. There are five hundred and fifty (550) parking spaces provided for park and ride patrons. Buses enter the parking area via

Wards Lane and the Workmen's Compensation Building. Buses exit the parking area via a roadway located South of the 100 Broadway building. Bus stop areas are located near the Southeast corner of the above building and the second stop is located in the southern most section of the lot (behind Dunkin' Donuts).

Additionally, five downtown lots are serviced through one route, as follows:

d. The Madison/South Pearl Downtown Shuttle is comprised of a route consisting of several parking lots/areas located under the South Mall Expressway bridges, east of the Empire State Plaza, including the Grand Street lot (211 parking spaces), the Madison/South Pearl lot (239 parking spaces), the Liberty Street lot (489 parking spaces), the Pastures lot (121 parking spaces) and the Pepsi Arena Garage (610 parking spaces).

- The first stop is at the Madison/South Pearl parking lot on South Pearl Street.
- The second stop is at the Liberty Street parking lot, located on the northeast corner of Madison Ave. and Green Street.
- The third stop is at the same location as stop #1.
- The fourth stop is on the south side of the Pepsi Arena on the roadway leading to the ramp to the Empire State Plaza.
- The final stop is at the Empire State Plaza bus terminal.

Finally the East Parking Garage is serviced as follows:

e. The route begins at the bus shelter located on Philip Street, directly across from the East Parking Garage.

- The first stop is at Washington Avenue and South Swan Street.
- The second stop is at State Street and Lodge Street.
- The third stop is at State Street and Pearl.
- The fourth stop is at Madison Avenue and Broadway.
- The fifth and final stop the shuttle bus returns to the East Parking Garage bus shelter.

5.8 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 base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value,

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Director of Parking Services in OGS Parking Management Group or their designee, Governor

Nelson A. Rockefeller Empire State Plaza, 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director of Parking Services may require concerning the proposed subcontractor's ability and qualifications.

5.9 DMV Laws and Regulations

a. The Contractor is under an affirmative obligation to comply with Article 19-A of the Vehicle and Traffic Law of the State of New York and any rules or regulations issued by the Department of Motor Vehicles thereunder.

b. The State 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.

5.10 Display of Signs

The Contractor shall prominently display, in all buses utilized for services performed under any contract resulting from this RFP, bus identification signs provided by the Contractor at its sole expense and approved by OGS.

5.11 Right to Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings or State parking lots or in transportation facilities by contract vendors.

Before any chemical product is used on or in any bus, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Bureau Chief Parking Management before the chemical is applied.

5.12 Cleaning

The Proposer must include its general policy and specific plans for frequency of cleaning of the outside of the vehicles and all areas within the vehicles including ceilings, floors, windows, seats and restrooms.

5.13 Environmental Concerns

The Contractor must agree to maintain complete compliance with federal and State laws, regulations and Executive Orders mandating clean emissions standards.

5.14 Diesel Emission Reduction Act of 2006

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

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

will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State.

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

Therefore, the 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 any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

5.15 Repair and Preventive Maintenance

The Contractor must provide repairs and scheduled preventive maintenance for all vehicles used under the contract. A detailed schedule of repairs and preventive maintenance must be provided as part of any proposal submitted, along with the identity and qualifications of the facility and/or in-house personnel proposed to perform such repairs and maintenance.

By submittal of a proposal, the Contractor acknowledges and agrees to the necessity of a program of preventive maintenance in order to keep the equipment for which it is responsible in safe and good working order and appearance. Contractor will use its best efforts to maintain the vehicles in the proper condition to pass Department of Transportation safety inspections.

The Contractor shall keep maintenance records and provide the Issuing Office with copies of service contractor invoices or in-house maintenance records upon request.

5.16 Staffing

The contractor shall be required to provide and maintain the highest standard of quality of service. The Contractor shall provide sufficient numbers of drivers and other staff for proper service. The Contractor's personnel shall have the qualified experience, training and all required licenses to perform their respective duties.

5.17 Employee Uniforms and Conduct

The Contractor shall provide its employees with distinctive, clean uniforms that will create at all times a neat and tidy public image.

The Contractor shall require employees to be clean, courteous, helpful, efficient, and neat in appearance at all times. The Contractor shall not utilize any employees in the performance of any contract resulting from this RFP who use improper language or act in a loud, boisterous or otherwise improper manner as determined by the State in its sole discretion. The Contractor agrees to take prompt and appropriate action with regard to complaints about the conduct of employees.

In the event OGS determines that a driver has been remiss in his or her responsibility concerning safety standards, speeding, offensive behavior, etc., then Contractor, upon notification by OGS, shall immediately remove the driver from the State routes.

5.18 Deficient Performance By Any Contractor

Given the nature of the service, it would be difficult to calculate actual damages incurred by OGS due to any deficient performance by any Contractor. Therefore, the following methodology has been established to determine liquidated damages.

Except for situations directly related to breakdowns, weather conditions, traffic delays or similar circumstances outside of the Contractor's control, in the event that Contractor is delinquent by more than ten (10) minutes for any pick up or drop off times for any non- Load and Go Route (as put forth in Exhibit B hereto, or amended from time to time by the State) the Contractor shall be assessed liquidated damages in the amount of one hundred fifty percent (150%) of the per run rate which is attributable to such delinquent pick ups or drop offs.

In the case of Load and Go portions of the McCarty Avenue Route 2, pick up will be deemed to be delinquent if the Contractor does not continuously have one bus in reserve so that there is no lapse of time from when a bus departs and the next one pulls up to load. In the case of such a delinquency, the contractor shall be assessed liquidated damages in the amount of one hundred fifty percent (150%) of the per run rate for the McCarty Avenue Route for each such delinquency.

If at any time and for whatever reason the Contractor fails to perform the contract by providing less than the number of buses required to perform adequate service for any awarded Routes, OGS reserves the right to hire one (1) or more bus operator(s) to provide sufficient transportation services to make up the deficiency. The Contractor shall accept the responsibility for paying to the State the difference between the route rate as specified in the contract and the route rate charged the State by the contingent bus operator(s) should their rate exceed the contract rate. Nothing herein shall alter or diminish the right of the State to cancel or terminate any contract resulting from this RFP in the event that the Contractor fails to perform fully in accordance with the terms and conditions of such contract.

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, 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:

- Appendix A
- The Contract
- OGS Solicitation Number 1790 (This Document)
- 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/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/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.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

6.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this 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 licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Tower Building, G.N.A.R. 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, and their 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 26 11 85** and a copy of the endorsement should accompany the certificate). The additional insured requirement does not apply to Workers Compensation, Disability or Employee Dishonesty 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 \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
2. Coverage for the use of reasonable force to protect persons and property must be included.

b) Commercial Business Automobile Liability Insurance with a limit of not less than \$10,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

c) 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, 40th 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)."

Waiver of Subrogation. Contractor shall cause to be included in each of its policies 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.

6.4 Tax and Finance Clause

TAX LAW § 5-A (Attachment A):

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

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

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

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

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

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women 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" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting 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 establishes 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.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

Business Participation Opportunities for MWBEs

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

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

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

6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/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 BID/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 BID/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

1. The Proposer agrees to retain all records for a period of six (6) years after final payment of the contract. In the event of unresolved audits, records must be maintained until a resolution has been reached. In addition, the Contractor's records may be audited at any time during the contract period. The Proposer further agrees to make all records available to authorized representatives of the state at any reasonable time during this period.
2. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
3. 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.
4. Any contract(s) resulting from this RFP shall be void and of no effect unless the Contractor shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provision of the Workers' Compensation Law.
5. Any contract(s) resulting from this RFP shall be deemed executory only to the extent of the money available for the performance of the terms of this contract and no liability shall be incurred by the Office of General Services and/or the People of the State of New York beyond the money available for such purpose.
6. 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.
7. The Proposer agrees that if it is awarded a contract pursuant to this RFP it will defend, indemnify and hold harmless the State of New York against any and all losses, damages, costs and expenses which it may hereafter suffer or pay out by reason of any claims, actions and rights of action in law or equity, valid or invalid, arising out of damage occurring to any property or personal injury, suffered by any person or persons, caused in whole or in part, by the Proposer, any of its officers, employees, agents or representatives or any person, firm or corporation directly or indirectly employed or engaged by the Proposer.
8. 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.
9. 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.
10. 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. It shall also be understood that travel expenses will not be reimbursed.
11. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
12. 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.

13. 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.
14. 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.
15. STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom 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 bid, the successful Proposer 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.
16. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
17. The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.
18. The Proposer agrees that any contract resulting from this RFP will be subject to inspection by the New York State Department of Transportation and that the vehicles must comply with any minimum out of service rate specified in this RFP.

6.8 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.
 1. 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.
 2. Utilize any and all ideas submitted in the proposals received.
 3. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
 4. 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.
 5. Waive any non-material requirement not met by all Proposers.
 6. Not make an award from this Solicitation.
 7. Make an award under this Solicitation in whole or in part.
 8. Make multiple contract awards pursuant to the Solicitation.

9. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
10. Seek clarifications of proposals.
11. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award.

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.

6.9 NYS Standard Vendor Responsibility Questionnaire

Contractor agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as part of Attachment A hereto and hereby incorporated by reference and made a part hereof as fully as set forth at length herein (hereinafter the "Questionnaire"). The Contractor acknowledges that the State's execution of any Agreement resulting from this RFP is contingent upon the State's determination that the Contractor is responsible, and that the State will be relying upon the Contractor's responses to the Questionnaire in making that determination. The parties agree that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Agreement resulting from this RFP by providing ten (10) days written notification to the Contractor. In no case shall the State's termination hereunder be deemed a breach of the Agreement resulting from this RFP, 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 a termination.

6.10 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.

6.11 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.

6.12 Encouraging use of New State Business 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

Required Forms

Request for Proposal (RFP) for the New York State Office of General Services

Request for Proposal No. 1790

Required Forms

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

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ST-220 -TD Taxation & finance Contractor Certification (**Submitted directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- MacBride Principles;
- Non/Collusive Bidding Certification;

Contractor Information

SOLICITATION NUMBER 1790

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. _____
(Telephone Number)

_____ Ext. _____
(Toll Free Phone)

(Fax Number)

(Toll Free Fax Number)

(E-mail)

Questions:

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

_____ YES _____ NO

If yes, please answer the following question:

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?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

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

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ YES _____ NO

If yes, please provide details:

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.

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.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

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

New York State Department of Taxation and Finance

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



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)

For information, consult Publication 223, *Question 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 name	Contract number or description	Estimated contract value over the full term of the 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.

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)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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

Need Help?



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



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



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 462-8100

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

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



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

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

Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

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. _____



ST-220-CA

(6/06)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

Contractor name		For covered agency use only Contract number or description
Contractor's principal place of business	City State 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 T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General Information

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

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

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

When to complete this form

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

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- 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).

Bidder is required to sign both sections on this page

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief) 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) 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; an) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

Exhibit A

Plan of Operation

PLAN OF OPERATION

Operational Information

Proposals must include a complete operational plan that must address at a minimum the following items:

- ◆ A thorough description of Proposer's method for insuring complete and timely coverage for each route including backup coverage for vehicle breakdowns or other intervening circumstances delaying service.
- ◆ Proposed physical course for each of the Routes bid.
- ◆ Location of facility servicing contract including any alternate plans or subcontractors and the qualifications of such subcontractors or in-house personnel.
- ◆ Staffing Information including names of employees and their qualifications and experience. Proposals should include each employee's function in the company, title, number of years service with the Contractor's firm and a comprehensive list of valid operator licenses for all drivers. Also include an indication of any new employees to be hired if your company is awarded a contract for any Routes under this RFP.
- ◆ The company's employment standards and any other criteria used as part of the hiring procedures such as background checks, DMV record reviews, review of history of substance abuse, drug testing, and any other matters that clearly go to the competency of the employee to perform the job.
- ◆ Company's Quality Control standards.
- ◆ Cleaning Standards and cleaning schedule for all buses.
- ◆ Employee Training programs.
- ◆ Schedule of Equipment Maintenance and Repair, including On-going and Preventive Maintenance.
- ◆ Company's safety record
- ◆ Method of responding to Bureau Chief of Parking usage reports and requests.
- ◆ Equipment including total inventory listing including year, make, model and category established under this RFP and a copy of the vehicle registrations for each such listed vehicle, with a breakdown of the number of buses to be utilized for each route. Also include an indication of any new buses which will be purchased if your company is awarded a contract for any Routes under this RFP.
- ◆ Company's ability to respond to emergency situations.
- ◆ Company's use of "Green Vehicles" as a part of this contract.
- ◆ Describe the Company's method for accommodating passengers that are disabled and would require some form of assistance with stepping up and down from the first step of the bus.

Exhibit B

Route Schedules

Exhibit B

ROUTE SCHEDULES

ROUTE 1 -WATER STREET "EXPRESS" SHUTTLE SERVICE

A.M. PEAK SERVICE SCHEDULE

Leaves Lot C	Leaves Lot A	Arrives at ESP
6:40 a.m.	6:45 a.m.	6:55 a.m.
7:10 a.m.	7:15 a.m.	7:25 a.m.
7:40 a.m.	7:45 a.m.	7:55 a.m.
8:05 a.m.	8:10 a.m.	8:20 a.m.
8:30 a.m.	8:35 a.m.	8:45 a.m.
8:55 a.m.	9:00 a.m.	9:10 a.m.

P.M. PEAK SERVICE SCHEDULE

Leaves ESP	Arrives Lot C	Arrives Lot A
3:10 p.m.	3:20 p.m.	3:25 p.m.
3:35 p.m.	3:45 p.m.	3:50 p.m.
4:10 p.m.	4:20 p.m.	4:25 p.m.
4:35 p.m.	4:45 p.m.	4:50 p.m.
5:05 p.m.	5:15 p.m.	5:20 p.m.
5:35 p.m.	5:45 p.m.	5:50 p.m.
6:10 p.m.	6:20 p.m.	6:25 p.m.
6:40 p.m.	6:50 p.m.	6:55 p.m.

ROUTE 2 – MCCARTY AVENUE – PEAK SERVICE

Bus stop includes:

Stop 1

The Governor Nelson A. Rockefeller Empire State Plaza Bus Terminal on the Concourse Level.

Stop 2

Southeast corner of South Swan Street and Washington Avenue (across from A. E. Smith Building).

Stop 3

Washington Avenue entrance to the Capitol.

Stop 4

Southwest corner of Lodge Street and State Street.

Stop 5

The southeast corner of State Street and South Pearl Street.

Stop 6

Fleet Building 575 Broadway.

MCCARTY AVENUE LOT (EARLY MORNING SCHEDULE)

<u>Leave Lot</u>	<u>Arrive Madison Avenue</u>	<u>Arrive Swan Street A & B</u>	<u>Arrive Stops 2&3</u>	<u>Arrive Stops 4&5</u>	<u>Arrive Stop 6</u>
6:40 a.m.	6:46 a.m.	6:48 a.m.	6:50 a.m.	6:52 a.m.	6:54 a.m.
6:50 a.m.	6:56 a.m.	6:58 a.m.	7:00 a.m.	7:02 a.m.	7:04 a.m.
7:00 a.m.	7:06 a.m.	7:08 a.m.	7:10 a.m.	7:12 a.m.	7:14 a.m.

The above early morning trips will stop at the South Swan Street Building (upper level of Swan Street). These buses will not stop at the Concourse bus terminal, but will stop at Madison Avenue

McCarty Avenue – Morning Peak Service

<u>Leave Lot</u>	<u>Arr. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>
8:30 a.m.	8:36 a.m.	8:38 a.m.	8:41 a.m.	8:43 a.m.
8:40 a.m.	8:46 a.m.	8:48 a.m.	8:51 a.m.	8:53 a.m.
8:50 a.m.	8:56 a.m.	8:58 a.m.	9:01 a.m.	9:03 a.m.
9:05 a.m.	9:11 a.m.	9:13 a.m.	9:16 a.m.	9:18 a.m.

(Between the hours of 7:00 a.m. and 8:30 a.m., buses are dispatched with 40 passengers or every eight minutes, whichever occurs first. As each bus leaves, another bus will be called to the bus stop, by the OGS representative).

ROUTE 2 – MCCARTY AVENUE – PEAK SERVICE (continued)

McCarty Avenue – Afternoon/Evening Peak Service

(NOTE: All trips marked with an asterisk will be express bus service)

<u>Leave ESP</u>	<u>Lv. Stops 2&3</u>	<u>Leave Stops 4&5</u>	<u>Lv. Stop 6</u>	<u>Arr. at Lot</u>
3:08 p.m.	3:10 p.m.	3:13 p.m.	3:15 p.m.	3:25 p.m.
3:17 p.m.	3:19 p.m.	3:22 p.m.	3:24 p.m.	3:34 p.m.
3:30 p.m.	3:32 p.m.	3:35 p.m.	3:37 p.m.	3:47 p.m.
*3:37 p.m.				3:43 p.m.
	3:38 p.m.	3:41 p.m.	3:44 p.m.	3:56 p.m.
*3:45 p.m.				3:51 p.m.
*3:55 p.m.				4:01 p.m.
	3:50 p.m.	3:53 p.m.	3:56 p.m.	4:08 p.m.
*4:07 p.m.				4:13 p.m.
	4:05 p.m.	4:08 p.m.	4:11 p.m.	4:23 p.m.
*4:16 p.m.				4:22 p.m.
	4:16 p.m.	4:19 p.m.	4:22 p.m.	4:34 p.m.
*4:26 p.m.				4:32 p.m.
	4:32 p.m.	4:35 p.m.	4:38 p.m.	4:50 p.m.
*4:37 p.m.				4:43 p.m.
	4:42 p.m.	4:45 p.m.	4:48 p.m.	5:00 p.m.
*4:45 p.m.				4:51 p.m.
*4:56 p.m.				5:02 p.m.
	4:58 p.m.	5:01 p.m.	5:04 p.m.	5:16 p.m.
*5:07 p.m.				5:13 p.m.
	5:08 p.m.	5:11 p.m.	5:14 p.m.	5:26 p.m.
*5:17 p.m.				5:23 p.m.
	5:23 p.m.	5:26 p.m.	5:29 p.m.	5:41 p.m.
5:35 p.m.	5:38 p.m.	5:41 p.m.	5:44 p.m.	5:56 p.m.
5:45 p.m.	5:48 p.m.	5:51 p.m.	5:54 p.m.	6:06 p.m.
6:07 p.m.	6:09 p.m.	6:12 p.m.	6:14 p.m.	6:24 p.m.
6:40 p.m.	6:42 p.m.	6:45 p.m.	6:47 p.m.	6:57 p.m.

ROUTE 3 – 100 BROADWAY – PEAK SERVICE

Bus stop includes:

Stop 1

The Governor Nelson A. Rockefeller Empire State Plaza Bus Terminal on the Concourse Level.

Stop 2

Southeast corner of South Swan Street and Washington Avenue (across from A. E. Smith Building).

Stop 3

Washington Avenue entrance to the Capitol.

Stop 4

Southwest corner of Lodge Street and State Street.

Stop 5

The Southeast corner of State Street and South Pearl Street.

Stop 6

Fleet Building 575 Broadway.

100 BROADWAY LOT (EARLY MORNING SCHEDULE)

<u>Leave Lot</u>	<u>Arrive Madison Ave</u>	<u>Arrive Swan Street A & B</u>	<u>Arrive Stops 2&3</u>	<u>Arrive Stops 4&5</u>	<u>Arrive Stop 6</u>
6:40 a.m.	6:47 a.m.	6:49 a.m.	6:51 a.m.	6:53 a.m.	6:55 a.m.
6:50 a.m.	6:57 a.m.	6:59 a.m.	7:01 a.m.	7:03 a.m.	7:05 a.m.
7:00 a.m.	7:07 a.m.	7:09 a.m.	7:11 a.m.	7:13 a.m.	7:15 a.m.

The above early morning trips will stop at the South Swan Street Building (upper level of Swan Street). These buses will not stop at the Concourse bus terminal, but will stop at Madison Avenue

100 Broadway - Morning Peak Service

<u>Leave lot</u>	<u>Arr. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>
7:07 a.m.	7:14 a.m.	7:17 a.m.	7:20 a.m.	7:22 a.m.
7:14 a.m.	7:21 a.m.	7:24 a.m.	7:27 a.m.	7:29 a.m.
7:21 a.m.	7:28 a.m.	7:31 a.m.	7:34 a.m.	7:36 a.m.
7:28 a.m.	7:35 a.m.	7:38 a.m.	7:41 a.m.	7:43 a.m.
7:36 a.m.	7:43 a.m.	7:45 a.m.	7:48 a.m.	7:50 a.m.
7:42 a.m.	7:49 a.m.	7:52 a.m.	7:55 a.m.:	7:57 a.m.
7:48 a.m.	7:55 a.m.	7:58 a.m.	8:01 a.m.	8:03 a.m.
7:54 a.m.	8:01 a.m.	8:04 a.m.	8:07 a.m.	8:09 a.m.
8:01 a.m.	8:08 a.m.	8:11 a.m.	8:14 a.m.	8:16 a.m.
8:08 a.m.	8:15 a.m.	8:18 a.m.	8:21 a.m.	8:23 a.m.
8:15 a.m.	8:22 a.m.	8:25 a.m.	8:28 a.m.	8:30 a.m.
8:22 a.m.	8:29 a.m.	8:32 a.m.	8:35 a.m.	8:37 a.m.
8:28 a.m.	8:35 a.m.	8:38 a.m.	8:41 a.m.	8:43 a.m.
8:34 a.m.	8:41 a.m.	8:44 a.m.	8:47 a.m.	8:49 a.m.
8:45 a.m.	8:52 a.m.	8:55 a.m.	8:58 a.m.	9:00 a.m.
8:55 a.m.	9:02 a.m.	9:05 a.m.	9:08 a.m.	9:10 a.m.

ROUTE 3 – 100 BROADWAY – PEAK SERVICE (continued)

100 Broadway – Afternoon/Evening Peak Service

(NOTE: All trips marked with an asterisk will be express bus service)

<u>Leave ESP</u>	<u>Lv. Stops 2&3</u>	<u>Leave Stops 4&5</u>	<u>Lv. Stop 6</u>	<u>Arr. at Lot</u>
3:06 p.m.	3:09 p.m.	3:12p.m.	3:14 p.m.	3:23 p.m.
3:12 p.m.	3:14 p.m.	3:17 p.m.	3:18 p.m.	3:27 p.m.
	3:22 p.m.	3:25 p.m.	3:28 p.m.	3:37 p.m.
	3:36 p.m.	3:39 p.m.	3:41 p.m.	3:50 p.m.
*3:37 p.m.				3:44 p.m.
	3:43 p.m.	3:46 p.m.	3:48 p.m.	3:57 p.m.
*3:52 p.m.				3:59 p.m.
	3:59 p.m.	4:02 p.m.	4:04 p.m.	4:13 p.m.
	4:13 p.m.	4:16 pm.	4:18 p.m.	4:27 p.m.
*4:07 p.m.				4:14 p.m.
	4:20 p.m.	4:23 p.m.	4:25 p.m.	4:34 p.m.
*4:22 p.m.				4:29 p.m.
	4:31 p.m.	4:34 p.m.	4:36 p.m.	4:45 p.m.
*4:37 p.m.				4:44 p.m.
	4:40 p.m.	4:43 p.m.	4:46 p.m.	4:55 p.m.
	4:48 p.m.	4:51 p.m.	4:53 p.m.	5:02 p.m.
*4:52 p.m.				4:59 p.m.
	5:00 p.m.	5:03 p.m.	5:05 p.m.	5:14 p.m.
*5:07 p.m.				5:14 p.m.
	5:10 p.m.	5:13 p.m.	5:15 p.m.	5:24 p.m.
	5:20 p.m.	5:23 p.m.	5:25 p.m.	5:34 p.m.
*5:21 p.m.				5:28 p.m.
5:36 p.m.	5:39 p.m.	5:42 p.m.	5:44 p.m.	5:53 p.m.
6:06 p.m.	6:09 p.m.	6:12 p.m.	6:14 p.m.	6:23 p.m.
6:36 p.m.	6:39 p.m.	6:42 p.m.	6:44 p.m.	6:53 p.m.

**ROUTE 4 - MADISON/SOUTH PEARL –DOWNTOWN
SHUTTLE SERVICE**

Morning Schedule

<u>SOUTH PEARL</u>	<u>LIBERTY</u>	<u>SOUTH PEARL</u>	<u>TIMES UNION CENTER</u>	<u>ESP BUS TERM.</u>
6:40 a.m.	6:42a.m.	6:44 a.m.	6:46 a.m.	6:49 a.m.
6:54 a.m.	6:56 a.m.	6:58 a.m.	7:00 a.m.	7:03 a.m.
7:08 a.m.	7:10 a.m.	7:12 a.m.	7:14 a.m.	7:17 a.m.
7:22 a.m.	7:24 a.m.	7:26 a.m.	7:28 a.m.	7:31 a.m.
7:36 a.m.	7:38 a.m.	7:40 a.m.	7:42 a.m.	7:45 a.m.
7:50 a.m.	7:52 a.m.	7:54 a.m.	7:56 a.m.	7:59 a.m.
8:04 a.m.	8:06 a.m.	8:08 a.m.	8:10 a.m.	8:13 a.m.
8:18 a.m.	8:20 a.m.	8:22 a.m.	8:24 a.m.	8:27 a.m.
8:32 a.m.	8:34 a.m.	8:36 a.m.	8:38 a.m.	8:41 a.m.
8:46 a.m.	8:48 a.m.	8:50 a.m.	8:52 a.m.	8:55 a.m.
9:00 a.m.	9:02 a.m.	9:04 a.m.	9:06 a.m.	9:09 a.m.
9:14 a.m.	9:16 a.m.	9:18 a.m.	9:20 a.m.	9:23 a.m.
9:28 a.m.	9:30 a.m.	9:32 a.m.	9:34 a.m.	9:37 a.m.
9:42 a.m.	9:44 a.m.	9:46 a.m.	9:48 a.m.	9:51 a.m.

Afternoon/Evening Schedule

<u>ESP BUS TERM.</u>	<u>SOUTH PEARL</u>	<u>LIBERTY</u>	<u>SOUTH PEARL</u>	<u>TIMES UNION CENTER</u>
3:10 p.m.	3:14 p.m.	3:16 p.m.	3:18 p.m.	3:20 p.m.
3:23 p.m.	3:27 p.m.	3:29 p.m.	3:31 p.m.	3:33 p.m.
3:36 p.m.	3:40 p.m.	3:42 p.m.	3:44 p.m.	3:46 p.m.
3:49 p.m.	3:53 p.m.	3:55 p.m.	3:57 p.m.	3:59 p.m.
4:02 p.m.	4:06 p.m.	4:08 p.m.	4:10 p.m.	4:12 p.m.
4:15 p.m.	4:19 p.m.	4:21 p.m.	4:23 p.m.	4:25 p.m.
4:28 p.m.	4:32 p.m.	4:34 p.m.	4:36 p.m.	4:38 p.m.
4:41 p.m.	4:45 p.m.	4:47 p.m.	4:49 p.m.	4:51 p.m.
4:54 p.m.	4:58 p.m.	5:00 p.m.	5:02 p.m.	5:04 p.m.
5:07 p.m.	5:11 p.m.	5:13 p.m.	5:15 p.m.	5:17 p.m.
5:20 p.m.	5:24 p.m.	5:26 p.m.	5:28 p.m.	5:30 p.m.
5:33 p.m.	5:37 p.m.	5:39 p.m.	5:41 p.m.	5:43 p.m.
5:46 p.m.	5:50 p.m.	5:52 p.m.	5:54 p.m.	5:56 p.m.
5:59 p.m.	6:03 p.m.	6:05 p.m.	6:07 p.m.	6:09 p.m.
6:12 p.m.	6:16 p.m.	6:18 p.m.	6:20 p.m.	6:22 p.m.
6:25 p.m.	6:29 p.m.	6:31 p.m.	6:33 p.m.	6:35 p.m.

Route 5

New Water Street Local Schedule

Water St. Lot	Erie St. Lot	DEC Bldg Columbia	Pine St. Pearl St.	Pearl St. & State St.	Empire State Plaza	Wash. Ave & Swan St.	State St. & Lodge St.	Bank of America Broadway	Water St. Lot
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6:10 am	6:15 am	6:17 am	6:20 am	6:22 am	6:25 am	6:28 am	6:32 am	6:36 am	6:40 am
6:30 am	6:32 am	6:34 am	6:37 am	6:39 am	6:45 am	6:48 am	6:52 am	6:56 am	7:01 am
6:45 am	6:47 am	6:49 am	6:52 am	6:54 am	7:00 am	7:03 am	7:07 am	7:11 am	7:16 am
7:00 am	7:02 am	7:04 am	7:07 am	7:09 am	7:15 am	7:18 am	7:22 am	7:26 am	7:31 am
7:15 am	7:17 am	7:19 am	7:22 am	7:24 am	7:30 am	7:33 am	7:37 am	7:41 am	7:46 am
7:30 am	7:32 am	7:34 am	7:37 am	7:39 am	7:45 am	7:48 am	7:52 am	7:56 am	8:01 am
7:45 am	7:47 am	7:49 am	7:52 am	7:54 am	8:00 am	8:03 am	8:07 am	8:11 am	8:16 am
8:00 am	8:02 am	8:04 am	8:07 am	8:09 am	8:15 am	8:18 am	8:22 am	8:26 am	8:31 am
8:15 am	8:17 am	8:19 am	8:22 am	8:24 am	8:30 am	8:33 am	8:37 am	8:41 am	8:46 am
8:30 am	8:32 am	8:34 am	8:37 am	8:39 am	8:45 am	8:48 am	8:52 am	8:56 am	9:01 am
8:45 am	8:47 am	8:49 am	8:52 am	8:54 am	9:00 am	9:03 am	9:07 am	9:11 am	9:16 am
9:00 am	9:02 am	9:04 am	9:07 am	9:09 am	9:15 am	9:18 am	9:22 am	9:26 am	9:31 am
9:30 am	9:32 am	9:34 am	9:37 am	9:39 am	9:45 am	9:48 am	9:52 am	9:56 am	10:01 am
10:10 am	10:12 am	10:14 am	10:17 am	10:19 am	10:25 am	10:28 am	10:32 am	10:36 am	10:41 am
10:50 am	10:52 am	10:54 am	10:57 am	10:59 am	11:05 am	11:08 am	11:12 am	11:16 am	11:21 am
11:30 am	11:32 am	11:34 am	11:37 am	11:39 am	11:45 am	11:48 am	11:52 am	11:56 am	12:01 am
12:10 pm	12:12 pm	12:14 pm	12:17 pm	12:19 pm	12:25 pm	12:28 pm	12:32 pm	12:36 pm	12:41 pm
12:50 pm	12:52 pm	12:54 pm	12:57 pm	12:59 pm	1:05 pm	1:08 pm	1:12 pm	1:16 pm	1:21 pm
1:30 pm	1:32 pm	1:34 pm	1:37 pm	1:39 pm	1:45 pm	1:48 pm	1:52 pm	1:56 pm	2:01 pm
2:10 pm	2:12 pm	2:14 pm	2:17 pm	2:19 pm	2:25 pm	2:28 pm	2:32 pm	2:36 pm	2:41 pm
2:30 pm	2:32 pm	2:34 pm	2:37 pm	2:39 pm	2:45 pm	2:48 pm	2:52 pm	2:56 pm	3:01 pm
2:45 pm	2:47 pm	2:49 pm	2:52 pm	2:54 pm	3:00 pm	3:03 pm	3:07 pm	3:11 pm	3:16 pm
3:00 pm	3:02 pm	3:04 pm	3:07 pm	3:09 pm	3:15 pm	3:18 pm	3:22 pm	3:26 pm	3:31 pm
3:15 pm	3:17 pm	3:19 pm	3:22 pm	3:24 pm	3:30 pm	3:33 pm	3:37 pm	3:41 pm	3:46 pm
3:30 pm	3:32 pm	3:34 pm	3:37 pm	3:39 pm	3:45 pm	3:48 pm	3:52 pm	3:56 pm	4:01 pm
3:45 pm	3:47 pm	3:49 pm	3:52 pm	3:54 pm	4:00 pm	4:03 pm	4:07 pm	4:11 pm	4:16 pm
4:00 pm	4:02 pm	4:04 pm	4:07 pm	4:09 pm	4:15 pm	4:18 pm	4:22 pm	4:26 pm	4:31 pm
4:15 pm	4:17 pm	4:19 pm	4:22 pm	4:24 pm	4:30 pm	4:33 pm	4:37 pm	4:41 pm	4:46 pm
4:30 pm	4:32 pm	4:34 pm	4:37 pm	4:39 pm	4:45 pm	4:48 pm	4:52 pm	4:56 pm	5:01 pm
4:45 pm	4:47 pm	4:49 pm	4:52 pm	4:54 pm	5:00 pm	5:03 pm	5:07 pm	5:11 pm	5:16 pm
5:00 pm	5:02 pm	5:04 pm	5:07 pm	5:09 pm	5:15 pm	5:18 pm	5:22 pm	5:26 pm	5:31 pm
5:15 pm	5:17 pm	5:19 pm	5:22 pm	5:24 pm	5:30 pm	5:33 pm	5:37 pm	5:41 pm	5:46 pm
5:30 pm	5:32 pm	5:34 pm	5:37 pm	5:39 pm	5:45 pm	5:48 pm	5:52 pm	5:56 pm	6:01 pm
5:45 pm	5:47 pm	5:49 pm	5:52 pm	5:54 pm	6:00 pm	6:03 pm	6:07 pm	6:11 pm	6:16 pm
6:00 pm	6:02 pm	6:04 pm	6:07 pm	6:09 pm	6:15 pm	6:18 pm	6:22 pm	6:26 pm	6:31 pm
6:15 pm	6:17 pm	6:19 pm	6:22 pm	6:24 pm	6:30 pm	6:33 pm	6:37 pm	6:41 pm	6:45 pm

ROUTE 6 – MCCARTY AVENUE / 100 BROADWAY- MID-DAY SHUTTLE SERVICE

McCarty Avenue – Daily Shuttle Service

To Downtown Albany:

<u>Lv. Lot</u>	<u>Arr. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>
9:40 a.m.	9:46 a.m.	9:48 a.m.	9:51 a.m.	9:53 a.m.
10:34 a.m.	10:40 a.m.	10:42 a.m.	10:45 a.m.	10:47 a.m.
11:27 a.m.	11:33 a.m.	11:35 a.m.	11:38 a.m.	11:40 a.m.
12:20 a.m.	12:26 p.m.	12:28 p.m.	12:31 p.m.	12:33 p.m.
1:13 p.m.	1:19 p.m.	1:21 p.m.	1:24 p.m.	1:26 p.m.
2:06 p.m.	2:12 p.m.	2:14 p.m.	2:17 p.m.	2:19 p.m.
3:00 p.m.	3:06 p.m.	3:08 p.m.	3:11 p.m.	3:13 p.m.

To McCarty Lot:

<u>Lv. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>	<u>Arr. At Lot</u>
9:17 a.m.	9:19 a.m.	9:21 a.m.	9:23 a.m.	9:31 a.m.
10:11 a.m.	10:13 a.m.	10:15 a.m.	10:17 a.m.	10:25 a.m.
11:04 a.m.	11:06 a.m.	11:09 a.m.	11:10 a.m.	11:18 a.m.
11:57 a.m.	11:59 a.m.	12:02 p.m.	12:03 p.m.	12:11 p.m.
12:50 p.m.	12:52 p.m.	12:55 p.m.	12:56 p.m.	1:04 p.m.
1:43 p.m.	1:45 p.m.	1:48 p.m.	1:49 p.m.	1:57 p.m.
2:36 p.m.	2:38 p.m.	2:41 p.m.	2:42 p.m.	2:50 p.m.

100 Broadway Mid-Day Shuttle Service

To Downtown Albany:

<u>Lv. Lot</u>	<u>Arr. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>
9:10 a.m.	9:17 a.m.	9:19 a.m.	9:21 a.m.	9:23 a.m.
10:04 a.m.	10:11 a.m.	10:13 a.m.	10:15 a.m.	10:17 a.m.
10:57 a.m.	11:04 a.m.	11:06 a.m.	11:08 a.m.	11:10 a.m.
11:50 a.m.	11:57 a.m.	11:59 a.m.	12:01 p.m.	12:03 p.m.
12:43 p.m.	12:50 p.m.	12:52 p.m.	12:54 p.m.	12:56 p.m.
1:36 p.m.	1:43 p.m.	1:45 p.m.	1:47 p.m.	1:49 p.m.
2:29 p.m.	2:36 p.m.	2:38 p.m.	2:40 p.m.	2:42 p.m.

To 100 Broadway Lot:

<u>Lv. ESP</u>	<u>Arr. Stops 2&3</u>	<u>Arr. Stops 4&5</u>	<u>Arr. Stop 6</u>	<u>Arr. At Lot</u>
9:46 a.m.	9:48 a.m.	9:51 a.m.	9:52 a.m.	10:01 a.m.
10:40 a.m.	10:42 a.m.	10:45 a.m.	10:46 a.m.	10:55 a.m.
11:33 a.m.	11:35 a.m.	11:38 a.m.	11:39 a.m.	11:48 a.m.
12:26 p.m.	12:28 p.m.	12:31 p.m.	12:32 p.m.	12:41 p.m.
1:19 p.m.	1:21 p.m.	1:24 p.m.	1:25 p.m.	1:34 p.m.
2:12 p.m.	2:14 p.m.	2:17 p.m.	2:18 p.m.	2:27 p.m.

ROUTE 7 – EAST PARKING GARAGE SHUTTLE

East Garage	Washington & Swan	State & Lodge	State & Pearl	Madison & Green	East Garage
A.M.					
6:35	6:40	6:43	6:45	6:47	6:51
6:55	7:00	7:03	7:05	7:07	7:11
7:15	7:20	7:23	7:25	7:27	7:31
7:35	7:40	7:43	7:45	7:47	7:51
7:55	8:00	8:03	8:05	8:07	8:11
8:15	8:20	8:23	8:25	8:27	8:31
8:35	8:40	8:43	8:45	8:47	8:51
8:55	9:00	9:03	9:05	9:07	9:11
9:15	9:20	9:23	9:25	9:27	9:31
9:35	9:40	9:43	9:45	9:47	9:51
9:55	10:00	10:03	10:05	10:07	10:11
10:15	10:20	10:23	10:25	10:27	10:31
10:35	10:40	10:43	10:45	10:47	10:51
10:55	11:00	11:03	11:05	11:07	11:11
11:15	11:20	11:23	11:25	11:27	11:31
11:35	11:40	11:43	11:45	11:47	11:51
11:55	12:00	12:03	12:05	12:07	12:11
P.M.					
12:15	12:20	12:23	12:25	12:27	12:31
12:35	12:40	12:43	12:45	12:47	12:51
12:55	1:00	1:03	1:05	1:07	1:11
1:15	1:20	1:23	1:25	1:27	1:31
1:35	1:40	1:43	1:45	1:47	1:51
1:55	2:00	2:03	2:05	2:07	2:11
2:15	2:20	2:23	2:25	2:27	2:31
2:35	2:40	2:43	2:45	2:47	2:51
2:55	3:00	3:03	3:05	3:07	3:11
3:15	3:20	3:23	3:25	3:27	3:31
3:35	3:40	3:43	3:45	3:47	3:51
3:55	4:00	4:03	4:05	4:07	4:11
4:15	4:20	4:23	4:25	4:27	4:31
4:35	4:40	4:43	4:45	4:47	4:51
4:55	5:00	5:03	5:05	5:07	5:11
5:15	5:20	5:23	5:25	5:27	5:31
5:35	5:40	5:43	5:45	5:47	5:51
5:55	6:00	6:03	6:05	6:07	6:11
6:15	6:20	6:23	6:25	6:27	6:31

Exhibit C

Sample Contract

SAMPLE

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
TRANSPORTATION SERVICES
WITH

THIS AGREEMENT, made this ____ day of _____, 2013 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the management and operation of various State owned or operated parking facilities located in and around the City of Albany, New York (the "Parking Facilities"), which are used primarily by employees of the State of New York that work in various state-owned or operated buildings located in Albany, New York (hereinafter the "State Office Buildings"), and in fulfilling its responsibility deems it necessary to secure the services of a qualified company to provide transportation services to convey persons from the Parking Facilities to the State Office Buildings, 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 the needed transportation services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

1. CONSIDERATION

OGS shall pay the Contractor for all transportation service 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.

2. TERM

This Agreement shall commence upon October 1, 2013 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. 1790, 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 or assignment for the benefit of the creditors.

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

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

B.) Procurement Lobbying Termination

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

General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

5. RECORDS

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

6. TAXES

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

7. INDEPENDENT CONTRACTOR

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

8. APPENDIX A

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

9. ASSIGNMENT

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

10. LAW

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

11. CONDITIONS PRECEDENT

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

12. ENTIRE AGREEMENT

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

13. EXECUTORY CLAUSE

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

14. INCONSISTENCIES

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

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1790 including Addenda
- (iv) Appendix C – Contractor's Proposal

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

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

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

17. NOTICES

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

18. CAPTIONS

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

19. SEVERABILITY

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

20. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor 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. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

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 request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. 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 Office of Cyber

Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

22. MWBE/EEO

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the contract does not offer any opportunities for participation by MWBEs.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall certify and affirm 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.
 3. The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c) 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.

- d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. To ensure compliance with this Section, the Contractor shall submit Form EEO 100- Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.
- D. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")
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.
- E. 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.

CONTRACT NO. C00XXXX

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

Agency Certification

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

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

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

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

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

[Check One]

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

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

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

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

Notary Public

Registration No. _____

State of: _____

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

SAMPLE

Appendix C

Contractor's Proposal

SAMPLE

Exhibit D

Checklist

Exhibit D

Table 1. Proposer Response Format Checklist

Tab	Contents	RFP Section	Proposer's Proposal Section	Proposer's Proposal Page
1	Completed Proposer's Checklist	Exhibit D		
2	<p>Cover Letter</p> <p>The cover letter shall be a summary of the key aspects of the proposing company, distinguishing characteristics of the proposal, identification of the categories of transportation services, the implementation approach as well as the principal advantages to OGS.</p> <p>The cover letter must also provide a brief description of the proposing firm and shall include: history; number of years the organization has been in business; type of services it provides.</p> <p>The cover letter must confirm that the proposer will comply with all the provisions of this RFP and should state that, should the contract be awarded to your company, you would be prepared to begin operations on October 1, 2013.</p> <p>The cover letter must reference all attachments included in the proposal.</p> <p>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.</p>	2.2		
3	Introduction (Executive Summary)	2.2		
4	Description and documentation regarding experience of Proposer's firm.	1.4		
5	Demonstration of Proposer's achievement of mandatory qualifications.	1.4		
6	Plan of Operation	Exhibit A		
7	Demonstrate a superior safety record and ability to provide the highest quality and well maintained fleet of buses.	1.4		
8	Representation that each bus will be equipped with adequate and working heating and air conditioning and a suitable system to allow communications between the drivers and dispatcher at the Contractor's place of business.	1.4 & 5.6		

9	A detailed schedule of repairs and preventive maintenance, along with the identity and qualifications of the facility and/or in-house personnel proposed to perform such repairs and maintenance.	5.15		
10	Cleaning Policy	5.12		
11	Approved Proposal Exceptions if any.	3.9		
12	Information regarding any initially proposed subcontractor (s).	5.8		
Separate Package	Hourly Cost Proposal Form Attachment 1 (To be submitted in a separate sealed package, 4 originals and 1 exact copy)	Attachment 1		
	Required Forms Appendix B (To be submitted in a separate sealed package with Hourly Cost Proposal Forms above, 2 originals and 2 exact copies)	Appendix B		

Attachment 1

COST PROPOSAL FORM

Company Name

PROPOSERS MUST COMPLETE SECTIONS A AND B.

All Proposers must submit individual “Per Run Rate” for one or more of the Routes listed below in Section A.

All Proposers must submit per hour rates in Section B to be used as a benchmark for possible future amendments for additional transportation requirements or reductions in services. Submit hourly rates for the type of bus(es) being proposed. This rate will not be used for evaluation purposes.

A. Per Run, Per Route Cost Proposals:

ROUTE	Per Run Rate	Number of Runs Per Day	Per Day Rate
1. Water Street Express	\$	14	\$
2. McCarty Avenue Peak Service	\$	45	\$
3. 100 Broadway Peak Service	\$	44	\$
4. Madison/S. Pearl Downtown Shuttle Service	\$	30	\$
5. Water Street Local	\$	36	\$
6. McCarty Ave./ 100 Broadway Mid-day Shuttle Service	\$	27	\$
7. East Parking Garage Shuttle	\$	36	\$

Note: Section 3.4 - Price Adjustment, separates price adjustments for this contract into two components. The second component comprises 30% of the “per day rate” which is referred to as a “fuel price adjustment” and will be adjusted quarterly.

An initial fuel price adjustment will be based on the percent change from the April 2013 monthly price (429.4 cents per gallon) for Ultra Low Sulfur Diesel on the Department of Energy’s Energy Information Administration web site:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_a_EPD2DXL0_pte_cpqal_m.htm

for the Central Atlantic Region (PADD 1B) and the September 2013 monthly price for the same product and area. The adjusted price will be effective October 1, 2013 and be in effect through December 2013.

The initial adjustment should aid Proposers in preparing their cost proposal. By using the April 2013 monthly price of 429.4 cents per gallon in calculating costs to prepare the cost proposal, Proposers will not have to estimate the cost of diesel fuel for October 2013 when this contract will begin.

B. Per Hour Rates:

Bus Category	Per Hour Rate
Inter-City Bus	\$
Suburban Bus	\$
Transit Bus	\$
Shuttle Bus	\$

(Company Name)

By _____
(Signature)

Name:

Title:

Date: