



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM No. 1

**Invitation for Bid (IFB) No. 1840
Integrated Pest Management at the W. Averill Harriman
State Office Building Campus**

Date: March 7, 2014

Subject:

- 1. Bidders who Attended the Mandatory Pre-Bid and Site Visit**
- 2. No Bidders Questions were received**
- 3. Attachment 1 –Bid Proposal Form IFB 1840 - REVISED** (to include Food Service Location in Building 24)

Title: Integrated Pest Management At The W. Averill Harriman State Office Building Campus, Albany, NY 12226

Group: Group 71010 – Class Code 72

Bid Due Date: March 26, 2014 @ 2:00PM

Address Bid Inquiries to: Nancy Dougherty, Contract Management Specialist
NYS Office of General Services – Division of Financial Administration
Empire State Plaza, Corning Tower, 40th Floor
Albany, NY 12242
Phone: 518-474-5981
Email: Nancy.Dougherty@ogs.ny.gov

1. Bidders who attended the Mandatory Pre-Bid and Site Visit

- 1) Alleymor Inc, (Pestmaster)
- 2) Pugliese Pest Solutions
- 3) J.C. Ehrlich Co., Inc.
- 4) ATTENTION Pest Solutions, LLC
- 5) Bed Bug 911 (Home Clean Home, Inc.)
- 6) Terminix
- 7) Orkin Pest Control
- 8) Liberty Pest
- 9) Absolute Pest

2. No Bidders Questions were received

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3. Attachment 1 –Bid Proposal Form IFB 1840 – REVISED
(to include Food Service Location in Building 24)

CONTRACT NO. _____
(To be completed by Agency)

REVISED BID PROPOSAL FORM #1840

Division of Financial Administration
Corning Tower – 40th Floor
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12242

(NOTE: Bid Proposal form must be completed, signed and submitted with four (4) originals.)

Integrated Pest Management at the W. Averill Harriman State Office Building Campus

(Print Company Name, Address, and Phone Number in ink)

agrees to provide all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The contractor shall detail site-specific recommendations for structural and procedural modifications to achieve pest suppression for the price(s) bid below.

CONTRACT NO. _____
 (To be completed by Agency)

REVISED BID PROPOSAL FORM #1840

(Bid Proposal form must be completed, signed and submitted with four (4) originals.)

Bid Package
Integrated Pest Management

Part I

BASE BID SERVICES

A. Monthly Fee (for Each Facility)

W. Averell Harriman State Office Building Campus:

Building 2	\$ _____
Building 4	\$ _____
Building 6	\$ _____
Building 7A	\$ _____
Building 8	\$ _____
Building 9	\$ _____
Building 17	\$ _____
Building 18	\$ _____
Building 21	\$ _____
Building 22	\$ _____
Building 24	\$ _____
Building 30	\$ _____

Closed Buildings:

Building 1	\$ _____
Building 5(estimated re-occupancy 2015)	\$ _____

Food Services Locations: (The following locations must be serviced WEEKLY)

Building 3(Closed)	per week \$ _____ x 4 =	\$ _____
Building 7	per week \$ _____ x 4 =	\$ _____
Building 8A	per week \$ _____ x 4 =	\$ _____
Building 12	per week \$ _____ x 4 =	\$ _____
Building 24	per week \$ _____ x 4 =	\$ _____

Continued on following page.....

W. Averill Harriman State Office Building Campus

(A). Total Bid per Month \$ _____

ADDITIONAL SERVICES PROVIDED BY BIDDER

B. HOURLY RATES

Hourly Rate for Entomologist \$ _____ x 40 Hours = \$ _____

Hourly Rate for Supervisor \$ _____ x 10 Hours = \$ _____

Hourly Rate for Technician \$ _____ x 160 Hours = \$ _____

(B) Total for Hourly Rates \$ _____

C. MATERIALS

\$15000 X _____% Markup + \$15,000 =

(C) Total for Materials \$ _____

ADDITIONAL SERVICES PROVIDED BY SUBCONTRACTOR SUBCONTRACTORS

(Allotment provided by OGS) See Section 3.3

D. SUBCONTRACTOR COST

\$10,000 plus 5% Markup =

(D) Total for Subcontractors **\$10,500.00**

Note: The hourly rates and materials cost would only be used if corrective measures outside the scope of the contract need to be addressed.

Part II

A) Monthly Cost is _____/month x 12months = \$ _____

B) Total for Hourly Rates \$ _____

C) Total for Materials \$ _____

D) Total for Subcontractors \$ 10,500.00

TOTAL BID (A + B + C + D) \$ _____

SIGNATURE Date

COMPANY

If submitting a proposal, **this Addendum No. 1 for IFB #1840 must contain an original signature, be dated, attached to, and made a part of your proposal.**

If you already submitted a proposal, you still need to complete and submit this addendum and any attachments. If you wish to modify an already submitted proposal, you may do so, however, any such revision must be clearly identified as a revised proposal superseding the previously submitted proposal.

Please sign below and submit Addendum No. 1 with your bid package.

Company Name

Address (include City, State, Zip)

Bidder's Name (please print)

Title

Signature

Date



**Invitation For Bids # 1840 (IFB) Solicited By
New York State Office of General Services
For
Integrated Pest Management
At The
W. Averill Harriman
State Office Building Campus,
Albany, NY 12226**

BID DUE DATE: MARCH 26, 2014 @ 2:00 PM EST

ISSUE DATE: FEBRUARY 5, 2014

Designated Contact:

Nancy Dougherty
518-474-5981
Nancy.Dougherty@ogs.ny.gov

Alternate Contacts:

Warren Joscelyn
518-474-5981
Warren.Joscelyn@ogs.ny.gov

Diane Robinson
Diane.Robinson@ogs.ny.gov

William Macey
William.Macey@ogs.ny.gov

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ATTACHMENT 1 – Bid Proposal Form

ATTACHMENT 2 – Reference Check Form

APPENDIX A – Standard Clauses for New York State Contracts

APPENDIX B – Required Forms (includes Site Visit Form)

APPENDIX C – New York State Prevailing Wage Rate Schedule

APPENDIX D - Sample Contract

1. Introduction

1.1 Overview

It is the intent of this Invitation For Bids (IFB) to award a contract to the most responsive and responsible low bidder, to provide Integrated Pest Management (IPM) for the W. Averill Harriman State Office Building Campus, Albany, NY12226

Traditional structural Pest Management was largely reactive to pest infestations and based much of its response on the routine, scheduled application of pesticides. This spraying and other pesticide application was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate management.

Conversely, regular IPM is a decision making process, or program, for long term pest suppression or elimination. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in a given area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation. Interventions in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications that establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The contractor shall be responsible to furnish all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The contractor shall detail site-specific recommendations for structural and procedural modifications to achieve pest suppression.

1.2 Designated Contact

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

Nancy Dougherty, Contract Management Specialist I

NYS Office of General Services

Financial Administration

Corning Tower, 40th Floor, ESP

Albany, New York 12242

Voice: 1-518-474-5981

Email: Nancy.Dougherty@ogs.ny.gov

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

Warren Joscelyn, Contract Management Specialist I

NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Warren.Joscelyn@ogs.ny.gov

Diane Robinson, Contract Management Specialist II

NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Diane.Robinson@ogs.ny.gov

William Macey, Contract Management Specialist III

NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: William.Macey@ogs.ny.gov

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

Anuola Surgick, Compliance Specialist

New York State Office of General Services
Office for Minority and Women Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, New York 12242
Voice: 1-518-473-7083
Email: Anuola.Surgick@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

ACTION	DATE
OGS Issues Invitation For Bid (IFB)	February 5, 2014
Mandatory Facility Site Visit	February 28, 2014 @10:00 A.M. EST
Deadline for Submission of Bidder Questions	March 6, 2014
OGS Issues Responses to Written Questions (estimated)	March 12, 2014
Bid Due Date/ Bid Opening Date	March 26, 2014 @ 2:00 P.M. EST
Contract Start Date	July 1, 2014

1.4 Minimum Qualifications of Prospective Bidders

Responsive Bidders must meet all the following requirements:

- A. The Bidder is a professional pest management business that practices IPM methods handling industrial, commercial, and/or institutional accounts for a minimum of at least three (3) years and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified, or the bidder is to supply information confirming that senior management personnel of bidder has been actively and normally engaged cumulatively for the bidder and/or another firm or firms in which they also served as senior management personnel for at least the past 3 years. Provided, however, that in the case of the latter situation, the Bidder must have been in business for at least 6 months. OGS' determination as to whether subject personnel serve or served in senior management positions shall be final.
- B. The Bidder maintains a current Pesticide Business Registration from the New York State Department of Environmental Conservation (NYSDEC). If awarded a contract the Bidder must provide an updated copy of this registration as the prior one expires.
- C. The Bidder employs personnel with at least one (1) year of recent full-time paid experience in professional pest management with experience in large, high rise, open office design facilities similar to those at NYS who are certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision 6 NYCRR: Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories:
 1. 325.16 (g) (1) - Structural and Rodent Control; This subcategory includes pests, such as but not limited to, rodents, roaches, ants, fleas, ticks and stinging and biting insects within or associated with structures, excluding food processing areas and post construction wood destroying organisms. This subcategory does not include the application of termiticides.
 2. 325.16 (g) (5) - Food Processing; This subcategory includes commercial pesticide applications to areas other than individual residences, where exposed food or food

products are prepared, packaged or held for further distribution or consumption, including the use fumigants to control appropriate food pests. Other categories which applied to any work in the facilities indicated herein.

1.5 Mandatory Pre-Bid Conference and Site Visit

All Bidders should register, no later than 24 hours in advance, for the Mandatory Pre-Bid and Site Visit with the Designated Contact, Nancy Dougherty via email at nancy.dougherty@ogs.ny.gov.

Registration shall include:

- Company name
- Address
- Phone number(s)
- Contact name
- Contact title
- Contact Email address

The location of the site visit is scheduled to take place at the W. Averell Harriman State Office Building Campus, Building Managers Office, Building 18 State Office Building Campus, Albany, NY 12226. Bidders intending to submit a bid will be required to attend the mandatory pre-bid conference and site visit which will include a tour of the facilities on the date and time indicated in Section 1.3 Key Events above.

This is the only date and time available for inspection. Alternate dates for additional site inspections **will not** be available. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time with photo identification (passport, driver's license, or DMV issued identification). 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). Therefore, it is imperative that the provided information be legible and accurate.

This site visit is mandatory and waivers of this requirement will not be considered. A Pre-Bid Conference and Site Visit Verification Form, (copy enclosed in Appendix B), must be completed, additionally signed by the Facility Manager or his representative, and submitted with the bid.

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

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

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

The site visit will provide an opportunity for Bidders to see first-hand the tasks to be performed and the special needs of the project site locations. Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour. Verbal answers are not

official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in **Section 1.3** 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 and site visit. Only answers provided by addendum are considered official.

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

End Introduction Section

2. Inquiries and Bid Submission

2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this **IFB (#1840)** shall only be directed to:

Nancy Dougherty, Contract Management Specialist
OGS Division of Financial Administration
40th Floor, Corning Tower, ESP
Albany, NY 12242
Phone: 1-518-474-5981
Email: Nancy.Dougherty@ogs.ny.gov

Questions and/or requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum only to those bidders who attended the mandatory site visit. Deadline for submission of questions will be as stated in **Section 1.3** - Key Events.

2.2 Bid Format and Content

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

1. **Cover Letter.** The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to **begin services on July 1, 2014**. The cover letter must also include the full contact information of the person(s) NYS OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter.
2. **Experience Submissions & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this IFB by providing the following:
 - Staffing plan, including the use of any subcontractors.
 - Describe plan for providing a Board Certified Entomologist or equal professional scientist who will be assigned to this project per 4.1.1.E.
 - Describe IPM Plan
 - Sufficient information to confirm ability to meet the minimum requirements set forth in **Section 1.4** – Minimum Qualifications of Prospective Bidders including;
 - Indicate number of consecutive years bidder has been actively in the business of IPM

- Three (3) references and contact information on the attached Reference Check Form (Attachment 2) that can verify Section 1.4, Minimum Qualifications of Prospective Bidders Requirements.
- A copy of the company's current Pesticide Business Registration License from NYSDEC
- Provide copies of certification for pertinent personnel that will be assigned to this contract to perform the work specified herein.
 - New York State certification in category 325.16 (g) (1) Structural and Rodent, and 325.16 (g) (5) Food Processing
 - Documentation of confirming at least one (1) year of recent full-time paid experience in professional pest management with experience in large, high rise, open office design facilities similar to those at NYS
- 3. **Pricing:** Bidder shall list all pricing on the attached **Bid Proposal Form (Attachment 1)** for this solicitation.
- 4. **All** other required **completed forms from Appendix B**. Including those forms available from the provided links: EEO Staffing Plan, MWBE 100, NYS Vendor File and the Vendor Responsibility Questionnaire. The Site Visit Form will need to be signed for Verification of the site visit by an OGS representative.

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 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

1. Please complete and submit **(4) originals** of the **Bid Proposal Form (Attachment-1)**.
Please complete and submit **(4) originals** of documents found in **Required Forms (Appendix B)**.
2. 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: IFB #1840

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

Bid for: Integrated Pest Management at the W. Averill Harriman State Office Building Campus

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

2.5 Instructions for Bid Submission

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda if any, to the OGS Division of Financial Administration at the following address:

**Division of Financial Administration
NYS Office of General Services
Corning Tower, 40th Floor/Empire State Plaza
Albany, NY 12242
Attn: Nancy Dougherty
IFB #1840**

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 of a contract.

Bids must be received in the above office on **or before 2:00 PM** on the date indicated in **Section 1.3 Key Events**. **Bidders assume all risks for timely, properly submitted deliveries.**

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

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

Bidders 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 Bid submissions. Bidders are cautioned that receipt of bids in the OGS Mailroom is NOT sufficient, and that at least 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.

Bids 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 Bidder. A bid 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 bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times,

and all responses to this IFB, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building access procedures are in effect at the W. Averell Harriman State Office Building Campus. 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 security 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 the security procedures. These security procedures may change or be modified at any time.

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

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

2.6 Examination of Existing Building and Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Commissioner of the Office of General Services or a designated representative as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
3. Any Bidder in doubt as to the true meaning of any part of this Invitation for Bid or the proposed contract documents shall submit to Nancy Dougherty, Contract Management Specialist, **NYS Office of General Services, Financial Administration, 40th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242**, a written request for an interpretation thereof. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, via e-mail by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued.

4. Any addendum issued during the bidding process shall be included in bids and in closing a contract 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 bidders shall become a part of the contract. The Commissioner of General Services will not be responsible for verbal instructions.

End Inquiries and Bid Submission Section

3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Award

OGS intends to award one contract to the **lowest, responsive and responsible bidder**. The lowest bidder shall be determined by the grand total annual bid as represented on the bid form. The bid form consists of four components; (A) Base Bid Monthly Fee and Additional Services consisting of (B) Hourly Rates (C) Materials % Mark Up, and (D) Subcontractor markup – Note that item D is an allotment provided by OGS and is not a bid item. This allotment is added to all bids and will be included in the total contract amount. See Section XX regarding subcontracted additional services.

Upon determination of the lowest, responsive and responsible bid, a contract will be delivered to the successful bidder for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the bidder. **The Grand Total bid amount of the successful bidder shall be used to establish the five (5) year contract value. This amount shall not be exceeded.**

3.3 Price

The Bid Price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs. Bidders must submit pricing using the **Bid Proposal Form (Attachment 1)** contained in this document. Bidders must provide pricing for all items on the Bid Form.

Part I

Item A pricing shall be represented as the monthly cost for all specified services at each location

Additional Services Provided by Bidder

Item B pricing shall be represented as the hourly labor rates multiplied by the OGS provided estimated annual number of hours that are noted for each title, for the Total for Hourly Rates.

Item C pricing shall be represented by the OGS provided estimated materials cost multiplied by the Bidders percent markup Bid. The product of the material costs is then added to the estimated mark-up cost for the Total for Materials.

Additional Services Provided by Subcontractor (Allotment provided by OGS)

Item D pricing shall be represented by the OGS provided estimated subcontractor allotment multiplied by a 5% mark-up. The estimated subcontractor allotment plus a 5% contractor markup allowance will be added to all bids.

Part II

The TOTAL ANNUAL BID will be calculated by adding (A) Monthly cost for all facilities multiplied by 12 months, (B) Total for Additional Services Hourly Rates, (C) Total for Additional Services Material Costs, and (D) OGS Allotment for Additional Services Subcontractor Cost.

Two examples of the bid evaluation are as follows (Parts I & II have been combined):

Bidder A

A. Monthly Cost
Monthly Cost is \$ 9,000.00 /month x 12 months = \$ 108,000.00

Additional Services Provided by Bidder

B. Annual Hourly Rates (estimated hours)
Entomologist \$150.00 x 40 hours = \$ 6,000.00
Supervisor \$120.00 x 20 hours = \$ 2,400.00
Technician \$107.00 x 160 hours = \$17,120.00

Total Hourly Rate \$ 25,520.00

C. Estimated Materials Costs
\$1,500 x 75% markup +\$1,500 = \$ 2,625.00

Additional Services Provided by Subcontractor (allotment provided by OGS)

D. Estimated Subcontractor cost
\$10,000 x 5%markup + 10,000 = \$ 10,500.00

TOTAL ANNUAL BID (A+B+C+D) = \$ 146,645.00

Bidder B

A. Monthly Cost
Monthly Cost is \$ 8,050.00 /month x 12 months = \$ 96,600.00

Additional Services Provided by Bidder

B. Annual Hourly Rates (estimated hours)
Entomologist \$125.00 x 40 hours = \$ 5,000.00
Supervisor \$115.00 x 20 hours = \$ 2,300.00
Technician \$109.00 x 160 hours = \$ 17,440.00

Total Hourly Rate \$ 24,740.00

C. Estimated Materials Costs
\$1,500 x 50% markup + \$1,500 = \$ 2,225.00

Additional Services Provided by Subcontractor (allotment provided by OGS)

D. Estimated Subcontractor Costs
\$10,000 x 5% markup+\$10,000 = \$ 10,500.00

TOTAL ANNUAL BID (A+B+C+D) = \$ 139,065.00

The Bidder agrees that from the effective date of the contract until contract termination, the rates charged by the bidder and paid for by OGS will be equal to or lower than any rates provided by the bidder to other clients for like services.

3.4 Term of Contract

This contract will commence on **July 1, 2014** and will be in effect for (5) years through **June 30, 2019**.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.14 – Termination.

3.5 Price Adjustment (Escalation / De-escalation)

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

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2008 CPI and the June 2009 CPI and become effective September 2009.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242.**

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

3.6 Method of Payment

For the purposes of this contract an **invoice** will be used. This **invoice** will contain the Contract ID number (i.e.: C000XXX) and, either in its body or as an attachment, will **itemize work completed** during that month. Such itemization must include at a minimum: Date(s) of service, and itemized pricing in accordance with the bid form. Invoices for payment shall be submitted at the end of each month on a **company invoice** for services satisfactorily completed during that month.

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

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

All invoices must be submitted for payment to either:

**NYS Office of General Services
Business Services Center (BSC)
Accounts Payable Unit
Empire State Plaza Station, P. O. Box 2117
Albany, New York 12220-0117**

-or accountspayable@ogs.ny.gov

Also, a copy of the invoice and reports must be forwarded to the Executive Director of Real Property & Facilities Management or his/her designee, 39th Floor, Corning Tower, 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 epayments@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 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the **'Questions Due Date'** as identified in **Key Events Section 1.3**. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), 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 bid solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. (Note: prior to the contract award, all disputes must be sent to the designated contact.) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

3.11 Inspection of Books

It is expressly understood and agreed that the Office of General Services and 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 IFB for a full six-year period.

3.12 Glossary of Terms

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

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

“Invitation for Bid” or **“IFB”** shall mean this document.

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

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

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

3.13 Rules of Construction

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

End Administrative Information Section

4. Statement of Work

4.1 Staffing Requirements

1. Qualifications and Experience:

Pest management professionals assigned to these facilities by the Contractor must be Certified Pesticide Applicators, Certified Pesticide Technicians, or Apprentices under their direction, and possess the following minimum qualifications and experience:

- A. Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.
- B. Possess New York State certification in category 325.16 (g) (1) Structural and Rodent, and 325.16 (g) (5) Food Processing.
- C. The Contractor shall supply and insure that each service Certified Applicator and Certified Technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.
- D. All personnel providing on-site pest management services must be certified in appropriate categories as per Section 1.4.C (above) as Certified Commercial Pesticide Applicators, or Certified Pesticide Technicians. The bidder shall provide a copy of certification for pertinent personnel that will be assigned to this project. Apprentices will be permitted to work on site only under the immediate supervision of a Certified Applicator or Certified Technician.
- E. The Contractor has a Board Certified Entomologist or equal professional scientist available on an as needed basis (see section 4.1.2.A below).
- F. This entomologist or equal professional will provide supportive consultation and training under this contract when required.

2. Staff Descriptions and Requirements:

A. Entomologist/Ecologist/Mammalogist or General Life Scientist: The contractor has a professional scientist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is not required, that the scientist be a full time employee.

B. On-Site Supervisor: The supervisor is identified in bidders' proposal and is the contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor will have a working knowledge of this contract and the detailed Integrated Pest

Management Plan and schedule for each building. The supervisor also meets the qualifications identified below.

C. Pest Management Technicians: The names of all pest management personnel who will be assigned to this contract and pertinent information regarding their qualifications, experience (at least 3 years) and training must be submitted. Throughout the life of this contract all personnel providing on-site pest management services must be certified in appropriate jurisdictions as commercial pesticide applicators in the category of industrial, institutional, structural, and health related pest management. No uncertified personnel will be permitted to work on site under this contract.

4.2 Project Site Location

The Facilities to be serviced by contract shall include the following:

W. Averell Harriman State Office Buildings

Building 2
Building 4
Building 6
Building 7A
Building 8
Building 9
Building 17
Building 18
Building 21
Building 22
Building 24
Building 30

Closed Buildings:

Building 1
Building 3 (food Service Location)
Building 5(estimated re-occupancy 2015)

Note: All closed buildings will be bid on for the full term of the contract

Food Services Locations:

(Must be serviced WEEKLY)

Building 7
Building 8A
Building 12

4.3 Scope

4.3.1 Pests Included

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants, (excluding carpenter ants), bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

4.3.2 Pests Excluded

The following pests are excluded from this contract: birds, bats, squirrels, chipmunks, skunks and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests for additional fees, see *Section 4.14 – Additional Services*.

4.4 IPM Program: Initial Comprehensive Inspection

1. It is required that as a qualified and experienced pest management professional, the Contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management.
2. A thorough, initial inspection shall be conducted during the first month of contract by the Contractor's inspector and the Facility Manager. The purpose of this initial inspection is for the Contractor to evaluate the pest management needs of the premises, incorporate any Agency or facility requirements) and to discuss these needs with the Facility Manager.
3. The following specific points should be included in this evaluation:
 - A. Identification of problem areas in and around the building.
 - B. Identification of structural features or personnel practices that are contributing to pest infestations.
 - C. Evaluation of previous management efforts.
 - D. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
 - E. Informing the contractor of any restrictions or special safety precautions.

4.5 PM Program: Submission of Plan

1. Following the initial comprehensive inspection of a building, the Contractor will develop a detailed Integrated Pest Management Plan and Service Schedule. This written plan and schedule must be submitted to the Facility Manager for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number, the building and specific location(s) and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap, the building and specific location(s) and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building. IPM Programs must be directed against the threat of pests not only from surrounding areas but also pests that may be introduced to the

facilities via incoming foods, packages, cartons and other materials. In addition the plan should take into consideration Agency and facility requirements.

2. The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The Facility Manager will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The Contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the Contractor shall have five (5) working days to submit a revised plan and schedule.
3. Any subsequent changes in the plan and schedule and/or additions to the approved materials list must be approved by NYS OGS.

4.6 IPM Program: Initial Integrated Pest Management Plan and Schedule

Upon award of the contract resulting from this solicitation, Contractor shall implement a comprehensive Integrated Pest Management Plan and Schedule using Contractor's best judgment and industry best practices, and shall continue until such time as Contractors' Integrated Pest Management Plan and Schedule is approved by the Facility Manager as noted in section 4.5.2 (above).

4.7 IPM Program: Inspection and Monitoring

1. Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract.
2. Throughout the duration of this contract, the premises covered will be inspected periodically by NYS to determine the effectiveness of the program. At the request of the Facility Manager, the Contractor may be subjected to an inspection from outside regulatory Agencies. Inspection results will be documented in writing. The Contractor shall promptly initiate actions to correct all deficiencies found.
3. It shall be the Contractor's responsibility to furnish an adequate supply of tools and materials necessary for the Facility Manager to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

4.8 IPM Program: Interventions

Listed below are categories or type of interventions relative to species of pest identified via a comprehensive inspection.

1. Structural Modifications: Unless otherwise stated, structural modifications for pest prevention and suppression shall not be the responsibility of the Contractor. The Contractor shall make detailed recommendations to the designated NYS contract of what structural modifications can reasonably be accomplished. The Contractor may complete such recommendations if mutually agreed upon with the Facility Manager.
2. Pest breeding places/nests must be eliminated in order to minimize the use of pesticides. Cracks, crevices, and other areas of floors, ceilings and walls must be kept sealed. Openings to the outside are to be protected against the entrance of insects and rodents.

4.9 IPM Program: Record Keeping

1. The Contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the designated on site office and maintained on each visit by the contractor.
2. The service log shall contain the following items:
 - A. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
 - B. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.
 - C. Date chemicals were applied, location and amount of chemicals applied number of non-chemical monitoring devices used and locations.
 - D. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.
 - E. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.
 - F. Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).
 - G. Contractor shall submit a monthly report to the Facility Manager outlining all information in the Log book including dates, and times of each visit as well as areas serviced and material used. The OGS building manager will use the contractor's monthly report to verify / approve payment of invoices.
3. Contractor shall submit a monthly report to the Facility Manager along with Contractor's monthly invoice including but not limited to the "service log" data indicated above. The Facility Manager will use the monthly report to reconcile Contractor's invoice in order to review and approve payment of invoices.

4.10 IPM Program: Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the Contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or for emergency service, may be recommended by Contractor to the Facility Manager, or initiated by the Facility Manager. When such requests for emergency services are submitted by the Facility Manager, the Contractor shall acknowledge the receipt of the request, on the on the day of the request. The Contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

4.11 IPM Program: Pesticide Applications

1. Pesticide Applications shall be used primarily as a last resort and only after prior approval by NYS on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable: NYS shall receive from the Contractor or its technicians sample labels of all chemicals and materials.
2. In cases where it has been determined that a particular chemical or product in use at these facilities has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.
3. Within thirty (30) days from the start of this contract, the Contractor shall provide to NYS, the following safety and technical data for chemicals to be used in these facilities:
 - A. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
 - B. Material Safety Data Sheets for each chemical.
 - C. Antidote data where applicable, including a copy of a standard quick reference chart.
 - D. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.
4. All pesticides shall be securely stored on site in an area designated by the Facility Manager and maintained by the Contractor in a safe manner when not being used.
5. The Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective clothing will also be worn when necessary. All pesticides used by the contractor must be registered with the EPA and the NYS DEC. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.
6. The Contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:
 - A. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.
 - B. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
 - C. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever occur.
7. Pesticides should be applied in such a manner to prevent contaminating persons, food, property and buildings. If absolutely necessary chemicals shall be applied at night or on weekends, at no

additional cost and the contractor shall cooperate with the Facility Manager to properly ventilate, where necessary, the premises before tenants re-occupy the building. Tenants should remain out of the sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with the Facility Manager's specific approval.

8. Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.
9. Contractors must comply with all local and state regulations codes regarding timely prior notices.

4.12 IPM Program: Rodent Management

Management of "Active" Rodent Infestations; Contractor shall pick-up and dispose of all rodent or other carcasses from snap traps and other trapping devices (including glue boards) used in management of active rodent infestations daily or as needed upon notification of the facility Manager, (perhaps more than once daily). .. The Contractor shall dispose of rodents killed or trapped within 24 hours of notification by the Facility Manager. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc., unless approved by the facility manager Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
 - A. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - B. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
 - C. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.
 - D. All bait stations and traps shall have such tags or labels affixed so as to enable the Contractor to enter their signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.
 - E. The Contractor shall make a floor plan (or utilize floor plans supplied by NYS) of each area where bait stations and traps are located, number each bait station and trap and

enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap monitoring form shall be completed, indicating the service of each pesticide bait station and trap and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).

4.13 Service Timing

It shall be the Contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The Contractor's on-site supervisor shall be responsible for coordination with the Facility Manager at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the Contractor shall notify the Facility Manager at least two (2) days in advance, and all arrangements will be coordinated between NYS and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The Contractor shall allow the Facility Manager sufficient time to inform tenants of application and assure the security of the areas treated.

4.14 Additional Services

From time to time, The Facility Manager may request that the Contractor perform additional services in the control of various pests. These may include, but not be limited to the following and such services delivered either through "in-house" contractor staff or via a sub-contractor:

1. Control of nuisance wildlife for which a Nuisance Wildlife Control Operator (NWCO), as licensed by the NYS Dept. of Environmental Conservation, will be required.
2. Control of termites, for which a certification under Section 325.16 (g) (3) "Termites" will be required
3. Control of mosquitos, for which a certification under Section 325.16 (c) "Ornamental and Turf Pest Control" will be required.
4. In the event that Additional Services are requested by the Facility Manager, The Contractor must respond, and provide a detailed estimate, including labor and materials and any intended use of subcontractors for the required service, and provide a basis for which the rates can be justified.
5. The Facility Manager shall reserve the right to procure additional services from The Contractor, or another qualified service provider at their sole discretion.

Additional Services Provided by Bidder

For Additional Services provided by the Bidder, item B and C, the hourly labor rates and materials cost would only be used if corrective measures outside the scope of the contract need to be addressed. Since this is a full service contract as specified herein, such corrective measures would be limited to vandalism, fire, Acts of God, and negligence by the State, or other unusual circumstances or pests

specifically excluded. A copy of an invoice detailing the Bidder's cost of materials may be required to be submitted with each invoice submitted under the Time and Materials Clause.

Additional Services Provided by Subcontractor

For Additional Services provided by a subcontractor, Item D (any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the Executive Director of OGS Real Property Management & Facilities or his/her designated representative, and shall be at actual cost with the markup thereon being limited to 5%. Further, in no case shall the amounts paid to all subcontractors (exclusive of any M/WBE subcontracted work as established in the approved utilization plan) during the Contract term exceed ten percent (10%) of the total contract amount. Also see Section 5.9.

4.15 Pesticide Neighbor Notification Law

Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law. Further information relative to the law may be found at the NYS Education Department's website at: www.emsc.nysed.gov/facplan/publicant/IPM/IPMNeighborNotificationDocument.htm

4.16 Prevailing Wage Rate Advisory Notice

Prevailing Wage Rates apply only for Hourly Rates for Exterminators, Fumigators

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements. NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

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

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

DOL Article 9 - Prevailing Rate Case Number [PRC# 2013900944](#) has been assigned to the project only for Exterminators and Fumigators.

To view the PDF file of your wage schedule, Article 9, click on <http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=950199>

End Statement of Work Section

5. Contract Clauses and Requirements

5.1 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.

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

1. Appendix- A
2. Contract Service Agreement (Appendix D)
3. OGS **IFB# 1840** (this document) with any addendum(a)
4. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

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

5.3 Contractor Insurance Requirements

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

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

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

receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the period of time such coverage's 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 **\$2,000,000** each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **\$2,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- d) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**

Prior to any contract resulting from this RFP becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on *Employers/Businesses*, then *Business Permits/Licenses/Contracts*; from there, click on *Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts*.) Contractor shall notify the Office of General Services, Financial Administration Contracts Unit, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Long Shore 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).

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

5.4 Tax and Finance Clause

TAX LAW § 5-A:

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

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

to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

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

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

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

5.5 MWBE & EEO REQUIREMENTS

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. MWBE Contract Goals

- A. OGS hereby establishes an overall goal of 0% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

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. Form EEO 100 - Staffing Plan

- D. To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

E. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")

- F. 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 subcontractors' 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.

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

IV. MWBE Utilization Plan

- A. Contractor certifies that it has submitted a MWBE Utilization Plan to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Monthly MWBE Contractor Compliance Report

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE 102) to OGS by the 10th day of the month during the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

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

5.6 Freedom of Information Law / Trade Secrets

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

SHOULD YOU FEEL YOUR FIRM'S BID/BID CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE.** SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXEMPTED 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/BID FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.7 General Requirements

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

- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, 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.
- For purposes of any contract resulting from this IFB, 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.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this IFB, 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.
- STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder 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 existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- The Office of General Services reserves the right to reject any employee hired by the Contractor.

5.8 Contract Terms

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

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

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

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

5.9 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 IFB 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 IFB.

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

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

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

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

- A. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
 - 1) Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.

- 2) If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

5.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. 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.

5.11 Extent of Services

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

5.12 Right To Know

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

Sheets for all chemicals used at State Office Buildings by contract vendors. Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

5.13 Debriefings

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

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

5.14 Termination

A. Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this IFB 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 IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B. Procurement Lobbying Termination

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

5.15 NYS Standard Vendor Responsibility Questionnaire

NYS VENDOR RESPONSIBILITY

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

responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

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

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

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

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

- The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.
- Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination."

5.16 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.

5.17 Extension of Use

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

5.18 Indemnification

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

5.19 Force Majeure

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

5.20 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.

5.21 Encouraging Use Of New York State Businesses In Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, 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.

End Contract Clauses and Requirements Section

Attachment 1 – Bid Proposal Form

Invitation For Bids (IFB) Number 1840

INTEGRATED PEST MANAGEMENT

AT

W. AVERILL HARRIMAN
STATE OFFICE BUILDINGS CAMPUS,
ALBANY, NY

CONTRACT NO. _____
(To be completed by Agency)

BID PROPOSAL FORM #1840

Division of Financial Administration
Corning Tower – 40th Floor
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12242

(NOTE: Bid Proposal form must be completed, signed and submitted with four (4) originals.)

Integrated Pest Management at the W. Averill Harriman State Office Building Campus

(Print Company Name, Address, and Phone Number in ink)†

agrees to provide all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The contractor shall detail site-specific recommendations for structural and procedural modifications to achieve pest suppression for the price(s) bid below.

CONTRACT NO. _____
(To be completed by Agency)

BID PROPOSAL FORM #1840

(Bid Proposal form must be completed, signed and submitted with four (4) originals.)

Bid Package

Integrated Pest Management

Part I

BASE BID SERVICES

A. Monthly Fee (for Each Facility)

W. Averell Harriman State Office Building Campus:

Building 2	\$ _____
Building 4	\$ _____
Building 6	\$ _____
Building 7A	\$ _____
Building 8	\$ _____
Building 9	\$ _____
Building 17	\$ _____
Building 18	\$ _____
Building 21	\$ _____
Building 22	\$ _____
Building 24	\$ _____
Building 30	\$ _____

Closed Buildings:

Building 1	\$ _____
Building 5(estimated re-occupancy 2015)	\$ _____

Food Services Locations: (The following locations must be serviced WEEKLY)

Building 3(Closed)	per week \$ _____ x4 =	\$ _____
Building 7	per week \$ _____ x 4 =	\$ _____
Building 8A	per week \$ _____ x 4 =	\$ _____
Building 12	per week \$ _____ x 4 =	\$ _____

W. Averill Harriman State Office Building Campus

(A). Total Bid per Month \$ _____

ADDITIONAL SERVICES PROVIDED BY BIDDER

B. HOURLY RATES

Hourly Rate for Entomologist \$ _____ x 40 Hours = \$ _____

Hourly Rate for Supervisor \$ _____ x 10 Hours = \$ _____

Hourly Rate for Technician \$ _____ x 160 Hours = \$ _____

(B) Total for Hourly Rates \$ _____

C. MATERIALS

\$1,500 X _____% Markup + \$15,000 =

(C) Total for Materials \$ _____

ADDITIONAL SERVICES PROVIDED BY SUBCONTRACTOR SUBCONTRACTORS

(Allotment provided by OGS) See Section 3.3

D. SUBCONTRACTOR COST

\$10,000 plus 5% Markup =

(D) Total for Subcontractors \$10,500.00

Note: The hourly rates and materials cost would only be used if corrective measures outside the scope of the contract need to be addressed.

Part II

A) Monthly Cost is _____/month x 12months = \$ _____

B) Total for Hourly Rates \$ _____

C) Total for Materials \$ _____

D) Total for Subcontractors \$ 10,500.00

TOTAL BID (A + B + C + D) \$ _____

SIGNATURE

Date

COMPANY

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

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

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

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

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

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

exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

a contract and appears on the Prohibited Entities list after contract award.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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