

**INVITATION FOR BIDS (IFB) 1933**  
**SOLICITED BY**  
**NEW YORK STATE**  
**OFFICE OF GENERAL SERVICES (OGS)**  
**FOR**  
**ELEVATOR INSPECTION SERVICES**  
**AT**  
**OGS BUILDINGS LOCATED**  
**IN**  
**REGION 1-DOWNSTATE, NY**



NYS OFFICE OF GENERAL SERVICES

*Serving New York*

**BID DUE DATE: SEPTEMBER 8, 2016 @ 2:00 PM ET**

**ISSUE DATE: JULY 27, 2016**

**Designated Contact:**

Tammy Rock

Voice: 518-474-5981

Fax: 518-486-3651

E-mail: [tammy.rock@ogs.ny.gov](mailto:tammy.rock@ogs.ny.gov)

**Alternate Contact:**

Diane Robinson

Same

Same

[Diane.Robinson@ogs.ny.gov](mailto:Diane.Robinson@ogs.ny.gov)

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## 1. Introduction

### 1.1 Overview

The State of New York, Office of General Services (OGS) owns and operates approximately 20 million square feet of office space. To assist in their daily operations, OGS contracts with firms to provide various services.

This solicitation is an Invitation for Bid (IFB) for the Inspection, Maintenance Quality Control Audits, and Consulting Services for **Vertical Transportation Equipment**, including elevators, escalators, dumbwaiters, stage lifts and wheelchair lifts.

The purpose of this specification is to provide OGS the means to establish the maintenance conditions and safe operation of all vertical transportation equipment in State Office Buildings located throughout New York State, by means of a three (3) part periodic inspection program as described in Section 4.0 Scope of Work. The IFB is intended result in a contract for a vendor who can assist OGS in determining whether or not the necessary third party elevator maintenance work is being performed in accordance with the approved maintenance control program(s), all applicable codes, and OGS requirements.

### 1.2 Region

The Services listed in this IFB will be provided in Region 1, Downstate New York State as set forth below. OGS will award one contract for this Region. Further detail on specific locations and equipment is listed in Exhibits 1 - 3 herein at the end of Section 4.

Region 1, Downstate NY				
Bronx	Nassau	Putnam	Rockland	Ulster
Dutchess	New York	Queens	Suffolk	Westchester
Kings	Orange	Richmond	Sullivan	

### 1.3 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, 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, voice or fax for all inquiries regarding this solicitation.

Tammy Rock  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Fax: 1-518-486-3651  
Email: [tammy.rock@ogs.ny.gov](mailto:tammy.rock@ogs.ny.gov)

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

Diane Robinson, Contract Management Specialist II  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Fax: 1-518-486-3651  
Email: [Diane.Robinson@ogs.ny.gov](mailto:Diane.Robinson@ogs.ny.gov)

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

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

## 1.4 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Invitation For Bid (IFB)	July 27, 2016
Deadline for Submission of Bidder Questions	August 19, 2016 EOD
OGS Issues Responses to Written Questions (estimated)	August 26, 2016
Bid Due Date/ Bid Opening Date	September 8, 2016 @ 2:00 PM EST
Contract Start Date	Upon Approval by OSC

## 1.5 Minimum Bidder Requirements

The following minimum requirement must be met by each bidder:

- a) The Bidder shall be actively and normally been engaged, for at least the past three (3) years, in inspections, testing, and consulting services on vertical transportation equipment of similar manufacture and capacity as those covered by this contract; or Bidder is to supply information confirming that senior management personnel of Bidder has been actively and normally engaged cumulatively for the Bidder and another firm or firms in which they also served as senior management personnel, for at least the past three (3) years, in the inspections, testing, and consulting services on vertical transportation equipment of similar manufacture and capacity as those covered by this contract. Provided, however, that in the case of the latter situation, the Bidder must have been in business for at least one (1) year. OGS' determination as to whether subject personnel serve or served in senior management positions shall be final.

**The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.**

## 2. Bid Submission

### 2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB-1933 shall only be directed to:

Tammy Rock, CMS I  
OGS Division of Financial Administration  
32nd Floor, Corning Tower, ESP  
Albany, NY 12242  
Phone: 1-518-474-5981  
Fax: 1-518-486-3651  
e-mail: tammy.rock@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The final deadline for submission of any questions/clarifications regarding this IFB is listed in Section 1.4 – Key Events. Questions received after the deadline may not be answered. OGS will distribute an addendum with all Questions and Responses to Questions via email on or about the date listed in Section 1.4 – Key Events, to the Primary Contact Person

### 2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in 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.

- a) **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 the date indicated in Section 1.4 - Key Events. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address and intended purpose of each proposed subcontractor.
- b) **Minimum Qualifications.** Bidders must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this IFB as set forth in Section 1.5– Minimum Bidder Requirements.
- c) **Experience & Operational Plan.** The following information must be supplied with the bid:
  - Resumes of company(s) staff who will perform maintenance quality control audits and additional consulting services.
  - A copy of current QEI-1 staff certification is required.
  - The successful Contractor who is awarded a contract resulting from this solicitation, shall submit a sample evaluation report to OGS within ten (10) calendar days for approval prior to commencement of work.
- d) **Pricing.** Bidder shall electronically submit a completed Bid Proposal Form (Attachment 1) as directed in Section 3.3 Price. The Bid Proposal Form is the only portion of the bid to be processed electronically. All other bid documents must be sent hard copy as described in Section 2.4.
- e) **Administrative Submission:**
  - All other required completed forms from IFB Appendix B.
  - Attachment 2 Bid Submission Checklist
  - Signed bid addenda (if any)

**Important Notes:**

- Insurance – Proposers are reminded of the insurance requirements as described in Section 6.6. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
- M/WBE & EEO Requirements- Proposers are reminded of the requirements as described in Section 6.8.
- Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.17, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
- Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.
- A Proposer shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State either at the time the proposal is submitted or within thirty calendar days of being advised of tentative award. Failure to complete the registration process and be approved by the New York State Department of State within that thirty day time period may result in a rejection of the proposal.

**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**

Please submit electronically the **Attachment 1 Bid Proposal Form (see Section 3.3 Price)**.

In hard copy please complete and submit (1) original and (3) copies of all other documents found in Appendix B.

Bid documents submitted by mail, hand delivery, overnight carrier or certified mail must be packaged showing the following information on the outside:

**Bidder's complete name and address**

**Solicitation Number: 1933**

**Bid Due Date and Time: Same as in Section 1.4 - Key Events**

**Bid for: Elevator Inspection Services, Region 1**

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, 32nd Floor  
Empire State Plaza  
Albany, NY 12242  
Attn: Tammy Rock  
**IFB #1933**

**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 1.4 - 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 historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 180 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 180 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 Corning Tower. Photo identification is required. All visitors must register for building access for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the 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>

### **3. Administrative Information**

#### **3.1 Issuing Office**

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

#### **3.2 Method of Award**

OGS intends to award a contract to the lowest responsive and responsible bidder for Region 1, Downstate NY. The lowest bidder shall be determined by the Grand Total bid for the Region as represented on the bid form.

#### **3.3 Price**

The **Bid Proposal Form (Attachment 1)** consists of three areas for pricing for each building. Item A is a cost per unit for Periodic Inspections, Test Witnessing and all required reporting. Item B is a cost per unit for Maintenance Quality Control Audits and all required reporting. Item C is a billable hourly wage for consulting services. The cost proposal form shall be completed and delivered to Tammy Rock by the bid due date and time indicated in Section 1.4 Key Events. Bid proposal forms received after the bid due date and time will be considered late and non-responsive. The prices bid shall be inclusive of all costs including required reporting, travel, licenses, insurance, administrative, profit and other ancillary costs. Bidders must submit pricing using the Bid Proposal Form (Attachment 1). Any changes or deviations made to the Bid Proposal Form may result in rejection of the bid. Bidders must provide pricing for all items and locations on the Bid Proposal Form within the Region.

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

#### **3.4 Term of Contract**

This contract will commence upon approval by OSC and will be in effect until August 3, 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 5.13 – Termination.

#### **3.5 Price Adjustment (Escalation / De-escalation)**

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Items, New York-Northern NJ-Long Island, NY-NJ-CT-PA), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/data/>.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2015, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based

on the difference between the June 2015 CPI and the June 2016 CPI and become effective in September 2016. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2017 CPI and the June 2018 CPI and become effective September 2018.

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

Requests must be sent to:  
**NYS Office of General Services**  
**Financial Administration, Contract Unit**  
**Corning Tower, 32<sup>nd</sup> Floor, Empire State Plaza,**  
**Albany, New York 12242**

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

### **3.6 Method of Payment**

For the purposes of this contract an **invoice** or a Standard Voucher will be used. This **invoice** or voucher will contain the Contract ID number (i.e.: OGS01-C000XXX-1140000), Region and facility name in its body that will **itemize work completed** during that month. Such itemization must include at a minimum: date of service, location where service was performed, and description of services performed. Invoices are to be submitted individually by facility. Invoices are not to contain more than one facilities itemized work. Invoices containing more than one facilities itemized work may result in a delay of payment.

Invoices for payment shall be submitted at the end of each month on a **company invoice** or New York State Standard Voucher for services satisfactorily completed during that month.

Invoices shall be submitted to the Business Service 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:

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

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

### 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 Comptrollers website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a 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 Examination of Contract Documents

- a. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- b. Each Contractor 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 Contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.
- c. Any Contractor in doubt as to the true meaning of any part of this Invitation for Bid or the proposed contract documents shall submit to **Tammy Rock, CMS, NYS Office of General Services, Financial Administration, 32nd 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. A copy of such addendum will be mailed or delivered to each potential Bidder.

- d. Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
- e. 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.

### **3.10 Exceptions and Extraneous Terms**

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any proposal requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

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

### **3.11 Dispute Resolution**

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

### **3.12 Glossary of Terms**

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

"Contractor"/"Vendor" 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.

"QEI" or "Qualified Elevator Inspector" shall mean the Contractor's Elevator Inspector meeting the minimum requirements established in Section 1.5.

### **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.

### **3.14 Prime Contractor Responsibilities**

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

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. Please also see Section 5.8 – Subcontractors.

## 4. Statement of Work (SOW)

### 4.1 Scope of Work

This solicitation is an Invitation for Bid (IFB) for the Inspection, Maintenance Quality Control Audits, and Consulting Services for all **Vertical Transportation Equipment**, including elevators, escalators, dumbwaiters, stage lifts and wheelchair lifts.

The purpose of this Invitation for Bids is to solicit bids for elevator inspection services in Region 1, Downstate NY as described in Section 1.2. Further detail on specific locations and equipment is listed in Exhibit 1.

The Contractor shall provide all necessary labor, tools, equipment, and supplies, for the capability of providing elevator inspection services for the areas described herein, in a timely and efficient manner. Contractor shall coordinate execution of the contract services with each Facility Manager. The following contract requirements are intended to ensure that the OGS Facilities are safe for Employees, visitors and the general public at all times.

The Contractor shall provide **Base Bid Services** including:

- a) Periodic Inspection and Test Services to determine whether the equipment is in good working order and witnessing of the annual, three year, and five year periodic testing for all equipment, as performed by the Elevator Maintenance Contractor, and in accordance with the approved maintenance control program and all applicable codes and standards. These services include but are not limited to:
  - Inspection to insure that the equipment is being maintained in accordance with the approved maintenance control program, all manufacturers' recommendations operated within all applicable Codes and Regulations, and all OGS standards.
  - Witnessing the appropriate physical testing of all components, including load testing consistent with the manufacturer's recommendations, during normal operational mode, and emergency operational mode. Testing is to be conducted using both normal power and emergency power.
  - Providing detailed reporting, including any operational / maintenance deficiencies and required corrective actions to Facility Manager. The report format shall be as prescribed in Section 4.3.3 and shall be submitted, no later than 10 working days from the completion of the physical inspection(s)/ test witnessing.
- b) Maintenance Quality Control Audits, to inspect for compliance with maintenance services being provided by the elevator maintenance contractor. These audits shall be performed on an annual basis, (90) days after the annual periodic inspections and tests, and submitted to the Facility Manager within (10) business days of the completion of the audit.
  - The scope of the Maintenance Quality Control Audit shall include a physical inspection of all equipment, controls and supporting infrastructure, as well as a review of all maintenance logs.
  - The report shall include an executive summary, an analysis of shutdowns, faults, adequacy of preventative maintenance, and recommendations for improvements, and shall be as prescribed in Section 4.4.3, no later than 10 working days from the completion of audit.

The Contractor shall provide an hourly rate bid for **Additional Consulting Services**.

- These services will be requested on a case by case basis, in writing by the Facility Manager and will include, but not be limited to: technical reviews of maintenance control and reporting programs as submitted by elevator maintenance contractors, specification reviews, technical assistance, accident investigation, ADA compliance audits, and

construction management services such as punch list inspections and witnessing acceptance tests.

- The contractor will provide the appropriate deliverables resulting from these consulting services in a manner and format generally accepted by the industry and previously approved by the Facility Manager, in both written and electronic format to the Facility Manager, within (30) days from the completion of the service.

## **4.2 SOW General Requirements**

The general intention of the Contractor's scope of work for this Full Service Contract is to provide all labor, material, equipment, parts, transportation, travel, and all other ancillary costs as required in providing full inspection, test witnessing and being available for additional consulting services. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein. All work shall be performed in accordance with applicable laws, codes, rules, regulations, standards and manufacturer recommendations whichever are more stringent.

- a) The Qualified Elevator inspector duties include, but are not limited to:
  1. Perform acceptance inspections and witnessing tests to determine whether all parts of the installation conform to the requirements of the applicable code or regulations and whether the required safety devices function as required therein.
  2. Perform routine and periodic inspections and witnessing tests of existing installations to determine that the equipment is in apparent safe operating condition, in conformity to the applicable code regulations, and performs in accordance with these requirements.
  3. Issue a report containing the results of inspections and tests.
- b) The Qualified Elevator Inspectors (QEI) are to check with the Facility Manager five (5) Business days prior to reporting to the building for permission to accomplish all routine and preventative maintenance work.
- c) The Qualified Elevator Inspectors will sign in and out with the Facility Manager. Failure to sign in or out, whether intentional or not, shall be understood to mean that service was not performed.
- d) Periodic Inspections and Tests shall be conducted timely in accordance with the applicable codes as required by Section 8.11 of the ASME A17.1 Code and Section 10.1 of the ASME A18.1 Code. All Periodic Inspections and Tests shall be performed utilizing the Code in effect at the time of the installation or the Code effective as applicable to and for each alteration. In determining the applicable codes, the Qualified Elevator Inspector shall use the date of the original installation as documented on the elevator crosshead data plate or the data plate on the control system if the crosshead data plate does not exist. In the event that the installation has been altered, the code data plate shall be utilized for applicability in conducting the Semi Annual Periodic Inspections and Tests.
- e) OGS will provide the Contractor a copy of the current Elevator Contractor's maintenance contract for each facility, for the purpose of insuring that the QEI shall become familiar with all terms and conditions therein.
- f) In the event the Qualified Elevator Inspector discovers an unsafe condition requiring immediate attention; the QEI shall notify the Facility Manager immediately. The QEI will also advise the Facility Manager if the car should be taken out of service until the deficiency is corrected. Upon completion of the repairs for deficiencies and violations, the Facility Manager may request the QEI to return to the facility in addition to their regularly scheduled semiannual visit to verify if the repairs for deficiencies and violations have been satisfactorily corrected. Compensation for this additional visit shall be paid as an at the contract hourly rates bid for Consulting Services.
- g) Addition and/or Removal of Vertical Transportation Equipment - OGS reserves the right to add or remove elevators, escalators, stage lifts elevators, dumbwaiters, and wheelchair lifts to this contract throughout the term of the contract. Pricing for any such additions or removal of

equipment shall be commensurate with contract pricing at the time of the addition or removal. Such additions or removal shall be in the form of written amendment and subject to approval by the Office of the State Comptroller.

### **4.3 Base Bid Requirements – Periodic Inspection and Test Witnessing Services**

#### **4.3.1 PERIODIC INSPECTION REQUIREMENTS**

- a) The services rendered by the QEI shall be witnessing of the periodic inspection and the annual, three-year and five-year periodic tests for all elevators, dumbwaiters, wheelchair lifts, stage lifts and escalators unless otherwise directed by OGS.
- b) The Facility Manager shall contact the elevator maintenance contractor and request a team of elevator mechanics to accompany the inspection contractor at the time of each inspection for operation of the equipment. The QEI must provide the Facility Manager a tentative schedule containing dates within ten (10) working days to arrange for the elevator contractor's personnel to be available.
- c) Periodic Inspections shall be conducted during normal working hours as established by the Facility Manager, but will generally be between 7:00 a.m. and 5:00 p.m., Monday through Friday. Inspections will be geared to each Facilities specific request. Any necessary work other than during the above mentioned core hours will be arranged through the Facility Manager and billed at the base bid service rates.
- d) The qualified elevator inspector will be given the latest copy of the maintenance quality control audit itemized list of deficiencies. The qualified elevator inspector is to conduct the appropriate inspection to see that the Elevator Maintenance Contractor has corrected the deficiencies. An itemized listing of the maintenance deficiencies which the qualified elevator inspector, in his opinion, feels were not corrected shall be forwarded to the contracting agency's Facility Manager along with the periodic inspection report.
- e) Completed periodic inspection reports are to be submitted to the Facility Manager and the elevator maintenance contractor within ten (10) working days after each inspection. This report must be in the format specified in Section 4.3.3 (below).

#### **4.3.2 ROLES AND RESPONSIBILITIES**

- a) The services rendered by the QEI shall be the witnessing of the periodic inspections and the annual, three-year and five-year periodic tests basis for all elevators, dumbwaiters, wheelchair lifts, and escalators unless otherwise directed by OGS.
- b) Periodic tests will be performed by the Elevator Maintenance Contractor in accordance with the latest code standard in NYS edition of ASME A17.1 Safety Code for Elevators and Escalators, ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts, ASME A17.2.1 Inspectors Manual for Electric Elevators, ASME A17.2.2 Inspectors Manual for Hydraulic Elevators or ASME A17.2.3 Inspectors Manual for Escalators and Moving Walks.
- c) The Facility Manager shall provide a team of elevator mechanics to perform the periodic tests and accompany the inspection contractor at the time of each test.
- d) The qualified elevator inspector is to stay with the elevator mechanic and witness all the required periodic tests as detailed in the pertinent codes and inspectors manuals. The qualified elevator inspector shall not sign off as complete any tests that they did not witness. Non-compliance with this requirement will be grounds for possible termination of the Inspection Contractors agreement with the State.
- e) The qualified elevator inspector is not to instruct or otherwise train elevator mechanics in the proper performance of the periodic tests except to provide minor guidance in code procedures.
- f) It is expected that the elevator maintenance contractor will provide competent mechanics, with previous experience in the proper performance of mandated periodic-tests. If the qualified elevator inspector feels mechanics provided by the elevator maintenance contractor cannot properly perform the periodic tests without assistance, participation, or training from the qualified elevator inspector, then he is to contact the Facility Manager and request a change in elevator contractor personnel to perform the mandated periodic tests. Any delay of more than one-half (1/2) hour during testing, requires the vendor to immediately contact the Facility

- Manager, failure to do so will result in the vendor being responsible for their employees use of time. The qualified elevator inspector shall submit an invoice for any lost time which was due to this circumstance. Please see section 4.6 Damages.
- g) Periodic tests shall be conducted during normal working hours as established by the Facility Manager, but will generally be between 7:00 a.m. and 5:00 p.m., Monday through Friday. Inspections will be geared to each Facilities specific request. Any necessary work other than during the above mentioned core hours will be arranged through the Facility Manager and billed at the base bid service rate.
  - h) Completed periodic test reports are to be submitted to the Facility Manager and the elevator maintenance contractor within ten (10) working days after each periodic test. This report must be in the format specified in Section 4.3.3 (below).
  - i) Contractor shall be compensated for this work, as approved by the Facility Manager, at the rate bid herein.

#### 4.3.3 **REPORT FORMAT**

- a) The periodic inspection and test reports shall be submitted on the "checklist for inspection and test of electric elevators", "checklist for inspection and test of hydraulic elevators" or "checklist for inspection and test of escalators and moving walks" as found in the Appendix of ASME A17.2.1, A17.2.2, or ASME A17.2.3.
- b) The authorized qualified elevator inspector shall clearly and legibly circle or mark each item as "ok" or "not acceptable," and briefly describe under condition space, what the "not acceptable" condition is. Items which are not applicable to the vertical transportation equipment being inspected shall be marked "NE" for not evaluated.
- c) Any code violation which would be permissible due to the age of the equipment (date of installation or alteration) shall be marked "existing non-conforming" (i.e. fireman's service, emergency lighting, door restrictors, handicap provisions, top of car light, floor numbers in hoist way, pit ladders, etc.).
- d) The authorized qualified elevator inspector shall sign and legibly print their name, company name, QEI certification number, time, and date to the last page of applicable inspector's checklist.
- e) Periodic inspections and tests performed under this contract will be the "Periodic Type" as described by the ASME A17.1, A18.1 Codes and A17.2 inspection manuals. This is to be marked along with specific building and equipment data on each checklist for inspection and test.
- f) In addition to completing an inspector's checklist as specified, the qualified elevator inspector is to prepare and submit, on their own forms or company stationery, the following details of code violations as noted. This will be in three (3) sections:
  - Section I; will be code violations required to be corrected by the Elevator Maintenance Contractor based on applicable codes and/or as specified in the Elevator Maintenance contract.
  - Section II; will be code violations required to be corrected by the State.
  - Section III; will be recommendations provided by the Contractor for improvements, modifications or upgrades based on their knowledge and experience of best practices in the industry, which can enhance the safety and reliability of all elevator equipment. These shall include but not limited to:
    1. Equipment upgrades to provide code compliance.
    2. Recommendations to provide an improved level of maintenance.
    3. Recommendations based upon observed usage of equipment or performance of existing group dispatching system.
    4. Recommendation for modernization or replacement of equipment, if necessary.

All recommendations which would require expenditures by the State shall be accompanied by the budget estimates for this work.

**NOTE:** "Existing non-conforming" code violations shall not appear in either Section I or II of this report.

- g) In addition to the requirements in Section 4.3.3 (a-f) listed above, the qualified elevator inspector will submit a report, within thirty (30) days of inspection, in electronic format, using Microsoft Excel 2010, or equivalent, and containing the following data elements:

Unit ID Number  
Location  
Examination Date and Type  
Inspection Violation Item  
Applicable Code  
Reason for Failure  
Code violation responsibility (State or Elevator Maintenance Contractor)

The report shall include the date of the code reference that was utilized in performing the periodic inspection or test.

- h) Compensation to the Contractor for Test Witnessing reports shall be included in the rate bid for Periodic Inspection and Test Witnessing.

## **4.4 Base Bid Requirements - Maintenance Quality Control Audits**

### **4.4.1 MAINTENANCE QUALITY CONTROL AUDIT REQUIREMENTS**

- a) Services rendered by the Contractor shall be on an annual basis for all vertical transportation equipment unless otherwise directed by OGS (90) days after the annual periodic inspection and tests.
- b) Maintenance Quality Control Audits shall be performed in accordance with the latest code standard in NYS edition of ASME A17.1, ASME A18.1, ASME A17.2.1, A17.2.2 and ASME A17.2.3.
- c) The Qualified Elevator Inspector shall become familiar with the Office of General Services elevator maintenance agreement prior to performing each maintenance quality control audit and shall inspect for compliance with maintenance services being provided by elevator maintenance contractor.
- d) Maintenance quality control audits shall be conducted during normal working hours established by the Facility Manager but will generally be between 7:00 a.m. and 5:00 p.m. Monday through Friday. Any necessary work other than during the above mentioned core hours will be arranged through the Building Manager and billed at the base bid service rate.
- e) It shall be the responsibility of the Contractor to send a copy of the completed maintenance quality control audit to the appropriate elevator maintenance company at the same time the original of this report is forwarded to Facility Manager, within 10 days of the completion of the audit.
- f) The Maintenance and Quality Control Auditor is to visually and otherwise check each violation item on the safety code inspector's checklist to see that the maintenance contractor has corrected the code violation(s). An itemized listing of the code violations which the Maintenance and Quality Control Auditor, in his/her opinion, feels were either not corrected or not fully corrected shall be forwarded to the Facility Manager along with the maintenance quality

control audit. An itemized listing of applicable code violations not corrected since the previous safety code inspection shall be of a separate page and clearly identified.

The Maintenance and Quality Control Auditor shall not be required to perform a code inspection during the maintenance quality control audit, but shall only perform a code inspection as a "follow-up" on the itemized listing of code violations which the safety code inspector had identified as being the maintenance contractor's responsibility to correct.

#### **4.4.2 SCOPE OF MAINTENANCE QUALITY CONTROL AUDIT**

- a) A physical inspection will be made of all vertical transportation equipment systems related to the approved Maintenance Control Program for the specific equipment. This shall include, but not be limited to the following:
- Machine Room: Machines, generators, controllers, selectors, governors and ground equipment.
  - Hoist way Equipment: Rails, car frame with safety, roller guides (car and counterweight), buffers, secondary, compensation and other sheaves.
  - Car: Condition of cab and doors, exits, door operator, door protective devices and all car signal equipment.
  - Hoist way Entrances: Doors, hangers, gibs, interlocks and closures.
  - Signals: Car and hall buttons, car and hall position indicators, hall lanterns, group supervisory lobby and security panels.
  - Performance Inspections: Shall be conducted on all firemen's service, communications, emergency and independent service systems to ensure that each system's performance is in accordance with operational specifications.
  - Follow-up Inspection: May be required upon notification by OGS that the work has been completed. Compensation for this work shall be paid as an Additional Service at the contract hourly rates bid for Consulting Services.
- b) Performance checks of the actual versus the contract speed, door opening and closing speeds, door pressures as well as floor to floor flight times shall be made. Where contract data was not furnished, standards will prevail and will be indicated.
- c) Each group supervisory system will be tested by measuring the actual waiting time for each registered hall call and established averages. Follow-up may not be necessary unless several faults have been found in the system which will need verification of corrective action.
- d) A review of the logs kept by OGS will be made to assist in determining the nature of the various shutdowns and repetitive faults. Also, analysis should be made of hours spent in preventive maintenance vs. number and nature of callbacks to determine if the level of preventive maintenance performed by the maintenance contractor is adequate. Review the maintenance control program and make comments relative to its applicability.

- e) Maintenance contracts will be reviewed and suggestions submitted where deemed necessary.
- f) Tools: The inspection contractor shall provide all tools which will include but not necessarily be limited to stop watches, tachometer, and pressure gauges.

#### **4.4.3 REPORT FORMAT**

A maintenance quality control audit report shall be submitted on the Contractor's letterhead and shall be in the following format. This report is subject to approval by OGS:

- a) Scope: Outline the background of the report, date that the maintenance audit was completed, and brief description of work performed.
- b) Executive Summary: Briefly summarize the main points covered in the body of the report in such a fashion so that agency directors, if pressed for time, would not need to read the body of the report to understand the report's findings.
- c) Maintenance Evaluation: Outline the general condition of maintenance contractor including:
  - Housekeeping
  - Lubrication
  - Necessary component replacement
  - Necessary equipment adjustments

Maintenance deficiencies shall be detailed at the end of this section in an itemized listing.

- d) Performance Evaluation: Include in this section a performance chart of recorded times, speeds and pressures for each unit of vertical transportation surveyed. Clearly identify recorded performances not within recognized acceptable industry standards.

### **4.5 Consulting Services**

At the request of OGS, Below are services that may be requested under Consulting Services.

- a) Review of Contractor Submitted Maintenance Control Programs

OGS will obtain Maintenance control programs for vertical transportation systems from qualified bidders as part of a contract award process. Consultant will provide technical review of these maintenance control programs to insure they are in full compliance with all manufacturers' recommendations, applicable Codes and Regulations, and OGS Standards. Consultant shall provide a written report of their findings including any deficiencies, and recommendations for corrections that would bring them into compliance. Consultant shall be paid at the additional consultant services hourly contract rates for this service. Hourly rates shall include travel-time and expenses.

- b) Specification Review

OGS may prepare specifications for modernization of vertical transportation systems. It is expected that the consultant shall make himself available to provide assistance in preparation of these specifications or review of completed specifications if requested. Consultant shall be paid at the hourly contract rates for this service. Hourly rates shall include travel-time and expenses.

- c) Technical Assistance

The Office of General Services occasionally is involved in disputes and/or investigations of tenant complaints regarding elevator reliability or maintenance practices. It is expected that consultant shall be available to assist in these situations if requested. Consultant shall be paid at the hourly contract rates for this service. Hourly rates shall include travel-time and expenses.

d) Accident Investigation

In the case of an accident or injury involving vertical transportation equipment, OGS may request the consultant to perform an accident investigation and provide a written report of their findings. The consultant is to provide photographic or video evidence to accompany the written report. The consultant shall be paid at hourly contract rates for this service. These hourly rates shall include travel-time and expenses.

e) Acceptance Tests and Construction Punch list

The consultant shall be required as part of this contract to provide construction management services to OGS, when requested, in conjunction with new equipment installation or existing equipment modernization projects. Construction services shall consist of the following:

- Punch list Inspections:

Consultant shall make jobsite visits to inspect construction/modernization projects either in progress, or when vertical transportation systems are completed and ready to be turned over for public use. Depending upon the scope and size of the project, the Office of General Services shall determine if and how many "in progress" punch-list inspections are necessary prior to the final Punch list inspection.

Consultant shall make themselves familiar with the project specifications with regards to contractor compliance with specification requirements, generally accepted industry standards for workmanship, and all applicable codes.

After each Punch list inspection, the consultant is to write a detailed report of observed conditions and an itemized listing of punch list deficiencies. This report is to be provided to OGS's technical representative no later than three (3) working days after the punch list inspection. A faxed copy of this report is acceptable only at the discretion of the Office of General Services.

Consultant may be required to re-inspect the jobsite if OGS feels the final punch list deficiency list requires consultant follow-up.

Consultant will be paid at hourly contract service rates for this service. Hourly rates shall include travel-time and expenses.

- Acceptance Tests:

Consultant shall be required to witness acceptance tests and perform safety code acceptance inspection per requirements of Section 8.10 of the ASME A17.1 safety code for elevators and escalators. The consultant shall complete the "checklist for inspection and test of electric elevators checklist.

For inspection and test of hydraulic elevators" or "checklist for inspection and test of escalators and moving walks" as found in the Appendix of ASME AI 7.2.1, A17.2.2 or A17.2.3.

The consultant shall clearly and legibly circle or mark with item as "ok" or "not acceptable" and briefly describe under the condition space what the "not acceptable" condition is. Items

which are not applicable to the vertical transportation equipment being tested shall be marked "NE" for not evaluated.

The consultant shall sign and legibly print their name, company name, QEI-1 certification number, time, and date of acceptance test to the last page of applicable inspectors checklist. The consultant shall mark "acceptance" under type of test along with the specific building and equipment date on front page of each checklist.

The completed acceptance test checklist shall be forwarded to OGS technical representative within three (3) working days of the acceptance tests.

The consultant shall act as the New York State Office of General Services safety advocate during acceptance tests and acceptance inspections. New or modernized vertical transportation equipment shall not be turned over for public use until the consultant is fully satisfied that the equipment meets all applicable code requirements and is safe for public use. The consultant has the responsibility and authority to make this determination. The consultant is to immediately notify OGS's technical representative if new or modernized vertical transportation equipment has failed to meet criteria requirements to be turned over for public use.

The consultant will be paid at hourly contract rates for this service. These hourly rates shall include travel-time and expenses.

- f) Americans with Disabilities Act (ADA) Compliance Audits
- OGS may request the consultant to perform an audit of vertical transportation equipment with regards to compliance with standards of the Americans with Disabilities Act of 1990. If requested, the consultant will perform this audit at the time of the annual maintenance quality control audit.
  - The consultant shall prepare a written summary of upgrades necessary to bring equipment into ADA compliance. Included in this summary shall be a budget estimate of costs necessary for this work. The Consultant will be paid at the hourly rate for this service.

## **4.6 Damages**

Should the Contractor fail to provide qualified personnel to attend a scheduled appointment for any service under this contract involving the presence of the maintenance contractor after having provided the Facility Manager with confirmation of such appointment, except for causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), damages may be assessed against the Contractor by the State for any costs it incurs for the elevator maintenance company's attendance. The damages shall be equal to the actual amount the State is billed by the elevator maintenance company for making its representatives available for the scheduled appointment. Such damages shall be deducted from future monthly invoice(s), to compensate the State as a result of Contractor's breach of performance.

## **4.7 Emergency Services**

The Contractor must be able and available to provide 24 hours service, seven (7) days per week, 365 days per year.

The Contractor must provide emergency contact information, such as: contact person and phone number.

The Contractor shall provide emergency service to the State of New York as necessary, and shall respond on site to any emergency call within four (4) hours of receiving such call.

This can be billed under Section C Consulting Services.

## **4.8 Background Checks**

### Requirements

Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for OGS under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

### Definitions

For purposes of this clause, the following definitions apply:

- a) On-Site: "On-site" refers to any State-owned or leased space open to the public or at which State business operations are conducted.
- b) Suitability: "Suitability" refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.
- c) Suitability determination: A "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

### Applicability

- a) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.
- b) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.
- c) The Commissioner of General Services, or his designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

### Background Check

- a) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and

suitability determinations for the term of the contract, and to make them available to the State when requested.

- b) At a minimum, the background check and suitability determination must include an evaluation of:
- Verification that the individual is not listed on a national watched person database. The following link has information about a data available. <http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their
  - equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
  - DMV driving records;
  - Social Security Number trace;
  - Verification of U.S. citizenship or legal resident status; and
  - Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

#### Background Check Guidelines

- a) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:
- Any loyalty or terrorism issue;
  - Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
  - Dishonorable military discharge;
  - Felony and misdemeanor offenses;
  - Drug manufacturing/trafficking/sale;
  - Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
  - Criminal sexual misconduct;
  - Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
  - Illegal use of firearms/explosives; and
  - Employment related misconduct involving dishonesty, criminal or violent behavior.
- b) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
- The nature, extent and seriousness of the conduct;
  - The circumstances surrounding the conduct;
  - The frequency and recency of the conduct;
  - The individual's age and maturity at the time of the conduct;
  - The presence or absence of rehabilitation and other pertinent behavior changes;
  - The potential for pressure, coercion, exploitation, or duress;
  - The likelihood of continuation of the conduct.
  - How, and if, the conduct bears upon potential job responsibilities; and
  - The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should

be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

#### Employee Removal.

Whenever a contractor becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the site, notify the Commissioner, or his/her designee, that such a removal has taken place, and replace them with a qualified substitute. If the approval of the Commissioner was initially required for the removed employee, Commissioner approval is required for the replacement employee.

#### Commissioner Notification

Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.

## **4.9 Staffing Requirements and Expectations**

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

- Consultants must have practical field experience as elevator mechanics and/or helpers in addition to having worked in the elevator industry in a sales, supervisor, management, or engineering capacity prior to becoming a consultant. Consultants must have worked a minimum of five (5) years in the vertical transportation industry prior to joining or forming a consulting firm.
- Consultants must be accomplished, proficient technical writers capable of producing professional quality engineering/evaluation reports.
- Contractors staff assigned any work shall conduct themselves in a professional manner with OGS staff and with the General Public.
- Contractor staff shall comply with all rules and requirements of this solicitation, including prohibiting the use of drugs and alcohol prior to or during any work performed under this contract.
- Failure to comply with any of the requirements of this solicitation may result in the removal from the premises.
- All personnel provided, shall have adequate experience for the function being performed. If OGS determines that the personnel provided are not of adequate experience, then OGS has the right to request, and the contractor shall provide satisfactory substitute personnel.
- Contractors staff assigned for any work are considered employees of that contractor, and as such are not State employees and not eligible for any NYS benefits.

### **4.9.1** The Qualified Elevator Inspector shall meet these minimum experience requirements:

- Four (4) years' experience in the mechanical and/or electrical aspects in the elevator industry and is a person deemed to meet the A17.1 Code definition of "elevator personnel". Documented training for at least one year's experience performing inspections and witnessing tests, as specified in A17.1 Sections 8.10, 8.11 and 8.18.1. The one year experience may be concurrent with the 4 years' experience. Or;
- Two years of college courses in an elevator industry related engineering field. Documented at least one year's experience performing inspections and witnessing tests as specified in A17.1 sections 8.10, 8.11 and A18.1. Or;
- A person who meets the definition of "elevator personnel" in accordance with A17.1 Code: "persons who have been trained in the construction, maintenance, repair, inspection, or testing of equipment." Or;

- Maintain qualifications as an elevator inspector in accordance to ASME QEI-1 section 2.3.
- The QEI shall be certified by an ASME authorized company holding QEI certificates of accreditation.

#### **4.10 Security Procedures**

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

#### **4.11 Administrative and Reporting Requirements**

All reports are subject to OGS review and approval. OGS reserves the right to request edits and/or clarifications at no additional cost.

In addition to the reports identified in Section 4.3, Section 4.4 and Section 4.5 above, the Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the base bid price. Reporting cannot be billed separately

It is expected that the contractor shall maintain accurate records and accounts of the services rendered. The Contractor shall also be responsible for all payroll functions in connection with this bid. Payroll records shall be made available to OGS upon request.

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

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

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

- a) The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
- b) A review of all facility use rules.
- c) An introduction for each respective organization, chain of command, etc.

As needed, there shall be periodic job meetings for the following purposes:

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

#### **4.12 OSHA (Occupational Safety & Health Administration) Training Requirements**

## Facility Manager's Obligations

Prior to beginning contract work/work assignment, the Facility Manager shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. For example; they shall be informed of the location of Asbestos Containing Materials, if present, and any site specific work practices such as those involving Lockout/Tag out procedures.

The Contractor/Contractor's Representative(s) shall also be provided with information about the use of Personal Protective Equipment required for the work and where to get the specific items. **Contractor/Contractor's Representative shall provide a signed acknowledgement to the Facility Manager that they were provided with this information.**

## Contractor / Contract Employee Obligations

### a) General Contract Obligations:

Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors must present to the Facility Manager proof of completion of the OSHA required training for the following six (6) topic areas including but not limited to:

- Asbestos Awareness,
- Lead Awareness,
- Affected Person Lockout/Tag out,
- Hazard Communication,
- Confined Space Awareness,
- The use of Personal Protective Equipment.

### b) Specific Field-of-Work Requirements:

In circumstances where specific OSHA regulated work is required, for example but not limited to: Asbestos work; Lockout/Tag out procedures; or work which involves entering a "confined space", the Contractor/Contract Employee(s) shall have all pertinent and up-to-date certifications beyond the "awareness" level as required by OSHA for the specific work.

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

**Note:** Contractor's/Contractor's Employee(s) and employees of Sub-Contractors failure to provide such documentation to the Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the Facility Manager rejecting the employee(s).

## **5. Contract Clauses and Requirements**

### **5.1 Appendix A / Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

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

- Appendix A
- Contract Service Agreement (Appendix C)
- OGS Invitation for Bid 1933 (this document) with any addendum(a)
- 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 Contract. Such Certificates shall be of a form and substance acceptable to OGS.

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Tower Building, G.N.A.R. 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, Empire State Development Corp. and Moynihan Station Development Corp. and their 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 26 11 85** and a copy of the endorsement should accompany the

certificate). The additional insured requirement does not apply to Workers Compensation, Disability or Employee Dishonesty Coverage.

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

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

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required 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 \$1,000,000 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.
  - If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Coverage for the use of reasonable force to protect persons and property must be included.
- c) **Commercial 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.
- d) **The Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, Errors and Omissions Liability Insurance** with a limit of not less than \$5,000,000 per loss.
  - Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract.
  - If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

**PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:**

**ACORD forms** are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- Be legally exempt from obtaining workers' compensation insurance coverage;  
**or**
- Obtain such coverage from insurance carriers;  
**or**
- Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

- **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us));  
**or**
- *Certificate of Workers' Compensation Insurance:*
  1. **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;  
**or**
  2. **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;  
**or**
- *Certificate of Workers' Compensation Self-Insurance - Form SI- 12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;  
**or**
- *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

**PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- Be legally exempt from obtaining disability benefits coverage;  
**or**
- Obtain such coverage from insurance carriers;  
**or**
- Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

- **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us));  
**or**
- **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;  
**or**
- **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**All forms must name the Office of General Services – Financial Administration, 40th Floor, Mayor Erastus Corning 2<sup>nd</sup> 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 IFB, 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**

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

#### **I. Policy Statement**

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

#### **II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority- and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the

nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section and/or enforcement proceedings as allowed by the Contract.

**III. Equal Employment Opportunity (EEO)**

- A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.
- B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")
  - 1. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.
  - 2. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the

requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. Contract Goals**

- A. OGS hereby establishes an overall goal of **10%** for MWBE participation, **5%** for Minority-Owned Business Enterprises (“MBE”) participation and **5%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. [The MWBE Regulations are located at 5 NYCRR § 140 – 145](#). Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

**V. MWBE Utilization Plan**

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of the Contract that the Bidder intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit a MWBE Utilization Plan;

- (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- (c) If a Bidder fails to submit a request for waiver; or
- (d) If OGS determines that the Bidder has failed to document good faith efforts.

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

#### **VI. Request for Waiver**

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.**
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

#### **VII. Required Good Faith Efforts**

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

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

#### **VIII. Monthly MWBE Contractor Compliance Report**

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System for Vendors**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User.**" When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS

MWBE Office, 29<sup>th</sup> floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

**IX. Breach of Contract and Liquidated Damages**

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

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

## 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 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 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 Director of Technical Services in OGS Real Property Management Group or their designee, Governor Nelson A. Rockefeller Empire State Plaza, 39<sup>th</sup> Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director of Technical Services 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.
  - 3) The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

## 5.9 Procurement Rights

The State of New York reserves the right to:

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

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

## 5.10 Extent of Services

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

## 5.11 Right to Know

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

## 5.12 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>

## 5.13 Termination

### A) Termination

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

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

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

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

### B.) Procurement Lobbying Termination

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

## 5.14 NYS Standard Vendor Responsibility Questionnaire

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

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](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](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.

## **5.15 New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the

company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [http://www.osc.state.ny.us/vendor\\_administration](http://www.osc.state.ny.us/vendor_administration)  
Form to be completed: [http://www.osc.state.ny.us/vendors/forms/ac3237\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf)

### **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 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 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.

### **5.18 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.

### **5.19 Appendices and Exhibits**

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

### **5.20 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.

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

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

[http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

\* \* \* \* \*

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

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

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

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

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

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

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

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

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

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

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

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

**Appendix B**  
**Required Procurement Forms**

## Required Forms

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

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
- ST-220 -TD Taxation & finance Contractor Certification (**Submitted directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- NYS Vendor Responsibility Questionnaire
- Contract Consultant Forms A and B
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Contractor Information  
SOLICITATION NUMBER

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Print Name) (Title)

\_\_\_\_\_  
(Company Name) (Federal I.D. Number)

\_\_\_\_\_  
(NYS Vendor I.D. Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Telephone Number) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Toll Free Phone) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Toll Free Fax Number)

\_\_\_\_\_  
(E-mail)

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

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

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

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No

Will New York State Businesses be used in the performance

of this contract?

Circle One: Yes No

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

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

: ss.:

COUNTY OF \_\_\_\_\_ }

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

Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and further that:

**[Check One]**

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

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

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

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

\_\_\_\_\_  
Notary Public  
**Registration No.**

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **Offerer Disclosure of Prior Non-Responsibility Determinations**

## **Background:**

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

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

## **Instructions:**

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

# Offerer Disclosure of Prior Non-Responsibility Determinations

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No \_\_\_ Yes \_\_\_

If yes, please answer the next questions:

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

No \_\_\_ Yes \_\_\_

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No \_\_\_ Yes \_\_\_

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No \_\_\_ Yes \_\_\_

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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(Add additional pages as necessary)

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

Offerer Certification:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**Procurement Lobbying Termination**

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

## **NYS REQUIRED CERTIFICATIONS**

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

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

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

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### **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

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### **DIESEL EMISSION REDUCTION ACT**

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

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have

BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

---

**SMALL BUSINESS CERTIFICATIONS**

**State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)**

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

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

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

“Small business” is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
  - 1. pays taxes in New York State, or
  - 2. purchases New York State products or materials, or
  - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

**State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)**

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

“Small Business Concern” or “Small Business” is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

**By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.**

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



# Contractor Certification to Covered Agency

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

# ST-220-CA

(12/11)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

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

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



# Contractor Certification

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

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

Contractor name			
Contractor's principal place of business		City	State ZIP code
Contractor's mailing address (if different than above)		City	State ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description	Covered agency telephone number ( )	
Covered agency address	City	State	ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?			
Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>			

### General information

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

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

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

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

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0826**

### Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

### Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

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



#### Telephone assistance

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

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



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

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

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

**Section 1 – Contractor registration status**

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

**Section 2 – Affiliate registration status**

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

**Section 3 – Subcontractor registration status**

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*



Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

(Mark an X in the appropriate box and complete the accompanying statement.)

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

Notary Public
Registration No. \_\_\_\_\_

## **NYS Vendor Responsibility Questionnaire**

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](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>.



# Attachment

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

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

[http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and

functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

**Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:**

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

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

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

**NYS-Certified SDVOB 1:**

Name

Address

Control #    Contract #    Total % Work Performed    \$ Amount

Nature of Participation

**NYS-Certified SDVOB 3:**

Name

Address

Control #    Contract #    Total % Work Performed    \$ Amount

Nature of Participation

**NYS-Certified SDVOB 2:**

Name

Address

Control #    Contract #    Total % Work Performed    \$ Amount

Nature of Participation

**NYS-Certified SDVOB 4:**

Name

Address

Control #    Contract #    Total % Work Performed    \$ Amount

Nature of Participation

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

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

# Appendix C

## Sample Contract

### Solicitation No. 1933

SAMPLE

**STATE OF NEW YORK**  
**OFFICE OF GENERAL SERVICES**  
**AGREEMENT FOR**  
**Elevator Inspection Services**  
**REGION 1 DOWNSTATE, NY**  
**IN NEW YORK**  
**WITH**  
**(CONTRACTOR)**  
**CONTRACT # C00XXXX**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the Elevator Inspection Services in Region 1 Downstate, NY and in fulfilling its responsibility deems it necessary to obtain elevator inspection services therefore, and

**WHEREAS**, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value based on low price for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of elevator inspection services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

**1. CONSIDERATION**

OGS shall pay the Contractor for all elevator inspection services fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with

a not to exceed value of \$ \_\_\_\_\_. Services performed beyond this amount will not be compensated.

**2. TERM**

This Agreement shall commence upon OSC approval and will be in effect until August 3, 2019 unless sooner terminated as herein specified.

**3. SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 1933, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

**4. TERMINATION**

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

**A) Termination**

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

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

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

**B.) Procurement Lobbying Termination**

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

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

**5. RECORDS**

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

**6. TAXES**

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

**7. INDEPENDENT CONTRACTOR**

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

**8. APPENDIX A**

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

**9. ASSIGNMENT**

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

**10. LAW**

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

**11. CONDITIONS PRECEDENT**

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

**12. ENTIRE AGREEMENT**

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

**13. EXECUTORY CLAUSE**

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

**14. INCONSISTENCIES**

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

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1933 including Addenda
- (iv) Appendix C – Contractor's Proposal

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

**15. FORCE MAJEURE**

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

**16. ASSIGNMENT BY STATE**

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

#### **17. NOTICES**

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

#### **18. CAPTIONS**

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

#### **19. SEVERABILITY**

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

#### **20. INFORMATION SECURITY BREACH**

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.

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

## 21. MWBE/EEO

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

## **I. General Provisions**

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

## **II. Equal Employment Opportunity (EEO)**

- A. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor certifies by entering into this Contract that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor’s equal employment opportunity policy.
- B. Form EEO 100 - Staffing Plan.  
To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.
- C. Form EEO 101 - Workforce Employment Utilization Report (“Workforce Report”)  
Contractor agrees it is responsible for updating and providing notice to the OGS of any

changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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

### **III. Contract Goals**

- a) OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises (“MBE”) participation and 5% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.
- b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in clause III-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/frontend/diversityusers.asp>. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority and Women Owned Business Enterprises. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- c) Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VI below) and ensure that the MWBEs utilized under the Contract perform commercially useful functions (see clause III.D below).
- d) **Commercially Useful Function Requirement**  
Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed

in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

- (1) the amount of work subcontracted;
- (2) industry practices;
- (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
- (5) any other relevant factors.

#### **IV. MWBE Utilization Plan**

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

#### **V. Request for Waiver**

- A. If the Contractor, after making good faith efforts, as set forth in clause VI below, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly Workforce Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- C. **Prior to submission of a request for a partial or total waiver, Contractor shall speak to the [OGS Office for Minority and Women Owned Business Enterprises for guidance.](#)**

#### **VI. Required Good Faith Efforts**

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

- (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- (6) Other information deemed relevant to the request.

## **VII. Monthly MWBE Contractor Compliance Report**

- A. Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State Agency Authorized User following a purchase from an OGS NYSPRO contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: “**Introduction to the System for Vendors**” and “**Contract Compliance Reporting - Vendor Training**” to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on “**Account Lookup**” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “**Change Info.**” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “**Request New User.**” When identifying the person responsible, please add “- **MWBE Contact**” after their last name (i.e John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “Contact Us & Support” then “Technical Support” on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS MWBE Office, 29<sup>th</sup> floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause VIII below.

#### **VIII. Breach of Contract and Liquidated Damages**

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

the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

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

## **22. CONTRACTOR RESPONSIBILITY**

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

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

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

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

**CONTRACT NO. C00XXXX**

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

**Agency Certification**

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

**(Company Name)**

**THE PEOPLE OF THE STATE OF NEW YORK**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Name:  
Title: Title:  
Federal I.D. No.: Date:  
Date:

**APPROVED AS TO FORM**  
Eric Schneiderman  
Attorney General

**APPROVED**  
Thomas P. DiNapoli  
State Comptroller

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

: SS.:

COUNTY OF \_\_\_\_\_ }

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

**[Check One]**

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

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

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

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

\_\_\_\_\_  
**Notary Public**

**Registration No.** \_\_\_\_\_

**State of:** \_\_\_\_\_

# Attachment 1

## Bid Proposal Form

**A. Base Bid Services - Periodic Inspection and Test Witnessing**

Prices bid include required reporting cost.

Lift Type	No. of Units		Category 1			Total (subtotal x3)
			Annual Inspection & Test Witnessing			
			Cost Per Unit	=	Sub Total	
Gearless	8	x	\$0.00	=	\$0.00	\$0.00
Gearred	1	x	\$0.00	=	\$0.00	\$0.00

Lift Type	No. of Units		Category 1			Total (subtotal x 6)
			Periodic Inspection & Test Witnessing			
			Cost Per Unit	=	Sub Total	
Gearless	8	x	\$0.00	=	\$0.00	\$0.00
Gearred	1	x	\$0.00	=	\$0.00	\$0.00

Lift Type	No. of Units		Category 5		Total
			Inspection & Test Witnessing		
			Cost Per Unit		
Gearless	8	x	\$0.00		\$0.00
Gearred	1	x	\$0.00		\$0.00

**B. Base Bid Services - Maintenance Quality Control Audit**

Prices bid include the required quality control report.

Lift Type	Cost Per Unit		Estimated Maintenance Quality Control Audits Annual	Annual Total	3 Year Total (Annual total X 3)
Gearless	\$0.00	x	63	\$0.00	\$0.00
Gearred	\$0.00	x	63	\$0.00	\$0.00

**C. Consulting Services**

(To be awarded on an as-needed basis)

Service	Hourly Rate		Estimated Number of Hours/YR	=	Annual Total	3 Year Total (Annual total X 3)
Consulting	\$0.00	x	10	=	\$0.00	\$0.00

<b>Adam Clayton Powell</b>	<b>\$0.00</b>
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# Attachment 2

## Bid Submission Checklist

## Attachment 2 Bid - Submission Checklist

Section	Checklist Item
2.2	Cover Letter
2.2	Confirmation of ability to meet minimum qualifications as stated in Section 1.5
2.2	Required Information
	*Staffing plan
	*Current copy of QEI-1
Attachment 1	<b>Quote Proposal</b>
3.3	Cost Proposal Form
Appendix B	<b>Administrative Proposal 4 Originals of Each</b>
Appendix B	Contractor information Page
Appendix B	Corporate Acknowledgement (must be notarized)
Appendix B	Offerer's Affirmation of Understanding of and Agreement pursuant to NYS Finance Law
Appendix B	Offerer Disclosure of Prior Non-Responsibility Determinations
Appendix B	Offerer's Certification of Compliance with State Finance Law §139-k (5)
Appendix B	ST-220 - TD Taxation & Finance Contractor Certification (Submitted directly to Taxation & Finance)
Appendix B	ST-220 - CA Taxation & Finance Covered Agency Certification
Appendix B	NYS Required Certifications
Appendix B	Use of Service Disabled Veteran Owned Business Enterprises-Section 5.21
5.5	MWBE 100 (can be found at <a href="http://www.ogs.ny.gov/MWBE/Forms.asp">http://www.ogs.ny.gov/MWBE/Forms.asp</a> )
5.14	Vendor Responsibility Questionnaire (can be found at <a href="http://portal.osc.state.ny.us">http://portal.osc.state.ny.us</a> ) To be completed and certified on-line. Paper copy need not be submitted
Addenda	Signed copies of all addenda(s) released for this solicitation
5.3	<b>Insurance</b> <b>one copy of each required certificate to be supplied if awarded this IFB</b>
5.3	WCL - Workers Compensation
5.3	Disability Benefits
5.3	Comprehensive Business Automobile Liability
5.3	Commercial General Liability Insurance
	<b>Packaging of IFB Response</b>
2.4	Copies/forms packaged as directed
2.5	Package labeled as directed
<p><b><u>I certify, with my signature below, that all required information listed above is completed and included in this bid submission.</u></b></p>	
<p>_____ Signature</p> <p>_____ Date</p>	

# Exhibit 1 – Elevator Listing

## Elevator / Escalator DATA By Region, By Facility Name

REGIO N	Facility Name	County	Address	City	Zip Code	Number of Elevators / Escalators	Elevator / Escalator Manufacturer	Elevator / Escalator Number	Number of Floors Served	TYPE	Description	Speed (FPM)	Capacity (lbs)	Years Installed or Upgraded	Controller	Elevator Essential
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-1	21	Gearless Traction	Passenger	700	3500	2000	O'Thompson	Y
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-2	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-3	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-4	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-5	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-6	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-7	17	Gearless Traction	Passenger	700	3500	2000	O'Thompson	N
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-8	19	Gearless Traction	Passenger	700	3500	2000	O'Thompson	Y
1	Adam Clayton Powell, Jr.	New York	163 West 125th Street	New York	10027	1	Westinghouse	E-9	3	Geared Traction	Freight	700	3500	2000	O'Thompson	Y
1	Eleanor Roosevelt SOB	Dutchess	4 Burnett Boulevard	Poughkeepsie	12603	1	Payne	1	4	Gearless Traction	Passenger	200	6000	1970	Relay	Y
1	HVTMC	Westchester	200 Bradhurst Avenue	Hawthorne	10532	1	MCE	1	4	Hydraulic	Passenger	175	3500	2004		Y
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-105	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-106	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-107	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-108	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-109	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-110	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-111	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Absee	F-112	6	Geared Traction	Freight	200	10000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	Otis	F-15	7	Geared Traction	Freight	175	5000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-100	5	Geared Traction	Passenger	500	3000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-101	5	Geared Traction	Passenger	500	3000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-102	5	Geared Traction	Passenger	500	3000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-19	7	Geared Traction	Passenger	200	5500			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-20	7	Geared Traction	Passenger	200	5500			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-5	5	Geared Traction	Passenger	300	3000			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-7	7	Geared Traction	Passenger	200	5500			
1	James A. Farley Building	New York	380 West 33rd Street	New York	10199	1	US Elevator	P-8	7	Geared Traction	Passenger	200	5500			
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	1	7	Geared Traction	Passenger	350	3500	2001		Y
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	2	7	Geared Traction	Passenger	350	3500	2001		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	3	7	Geared Traction	Passenger	350	3500	2001		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	4	7	Geared Traction	Passenger	350	3500	2001		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	5	8	Geared Traction	Passenger	200	4000	2001		Y
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Armor	6	2	Geared Traction	Service	50	500	2001		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11788	1	Otis	1	1 to 2 up	Escalator	Passenger	90	N/A	1970		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11789	1	Otis	2	2 to 3 up	Escalator	Passenger	90	N/A	1970		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11790	1	Otis	3	3 to 2 DN	Escalator	Passenger	90	N/A	1970		N
1	Perry B. Duryea Jr. SOB	Suffolk	250 Veterans Memorial Hwy	Hauppauge	11791	1	Otis	4	2 to 1 DN	Escalator	Passenger	90	N/A	1970		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-1	13	Gearless Traction	Passenger	350	3000	1987		Y
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-2	13	Gearless Traction	Passenger	350	3000	1987		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-3	13	Gearless Traction	Passenger	350	3000	1987		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-4	13	Gearless Traction	Passenger	350	3000	1987		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-5	13	Gearless Traction	Passenger	350	3000	1987		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-6	13	Gearless Traction	Passenger	350	3000	1987		N
1	Shirley A. Chisholm	Kings	55 Hanson Place	Brooklyn	11217	1	Dover	E-7	14	Gearless Traction	Freight	150	4000	1987		Y