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RFP No: 1356



REQUEST FOR PROPOSALS

RECYCLABLE REMOVAL SERVICES

At the

W. Averell Harriman
State Office Building Campus
Albany, New York



The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York



Downtown Albany State Office Buildings
Albany, New York

RFP release date: September 15, 2008
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SECTION A INTRODUCTION

RFP Intent:

Resulting from the issuance of this Request for Proposals (“RFP”), it is the New York State Office of General Services’ (OGS) intent to enter into a (5) year contract(s) for **recyclable removal services**. OGS acknowledges that Bidders may specialize in (1) type of service or another, or in some instances, may perform various services. Therefore, Bidders may bid for (1) service, more than (1) service or all services. The respondent’s proposal deemed by the Office of General Services to perform such services in the most comprehensive and efficient manor and whose respondent’s proposal for a particular service or services is deemed to be the overall “best value” to the people of the State of New York, shall be recommended for contract award. The contract(s) resulting from this RFP will commence **30 calendar days** after the signature approval date(s) by the NYS Office of the New York State Comptroller.

RFP Goals:

The goal of this RFP is to engage highly qualified firm(s) to provide the high quality services specified in this RFP at the best value to the State.

Service Options

Respondents bidding for the Recyclable Removal Services contract should be aware that this document contains (4) proposed service options for which OGS has a need for such service. Respondents may bid on (1), more than (1) or all options. The options are as follows:

1. Metals: including Ferrous and Non-Ferrous.
2. Paper: including Computer, White Ledger, Mixed, and Corrugated Cardboard.
3. Commingled Plastics, Glass, and Metal Containers.
4. Clean Scrap Wood.

Building/Facility Pick-up Locations

- W. Averell Harriman State Office Building Campus locations include:
 - Building numbers 1-5, 7-9, 12, 17, 18, 21, 22, 24, 30
- The Governor Nelson A. Rockefeller Empire State Plaza locations include:
 - Agency Buildings 1-4
 - Corning Tower / Health Labs
 - Cultural Education Center
 - Justice Building
 - Legislative Office Building
 - Cafeteria
 - Sign-of-The-Tree Restaurant

- Swan Street Building
- Various Downtown Albany locations include:
 - Alfred E. Smith State Office Building, 80 South Swan Street
 - Capitol Building, State Street
 - Ten Eyck Building, 40 North Pearl Street

General Background:

The State Office Buildings/Facilities referred to herein are under the jurisdiction and control of the New York State Office of General Services (OGS), but are occupied by various State Departments and Agencies.

The selected respondent(s) to this RFP must be prepared to provide, in a consistent manner, services in accordance with the standards provided herein, best industry practices, and applicable State and Federal laws, rules and regulations while maintaining high quality standards of professionalism, skill, and workmanship.

Scope of Work:

The contract(s) resulting from this RFP will be a **full service contract(s)** having the Contractor provide all labor, materials, supplies and equipment necessary for the performance of all the work associated with this RFP. Also inclusive in the Cost/Revenue Proposal shall be: all administrative costs, reporting costs, fees, all other costs requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in this RFP, but necessarily attendant thereto are deemed to be understood by the Bidder and included in Bidder's Cost/Revenue Proposal.

The RFP consists of the following categories of recycling:

1. Metals
 - ✓ Ferrous and Non-Ferrous
2. Paper:
 - ✓ Computer
 - ✓ Mixed Paper
 - ✓ Newspaper
 - ✓ White Ledger, Post Consumer
 - ✓ Corrugated Cardboard
3. Commingled Plastic, Glass, and Metal Containers
4. Clean Scrap Wood

Note: The contract specifically excludes Hazardous Waste.

List of Materials and Weights:

The following list of recyclable materials and the annual tonnage is provided to inform prospective bidders of the types of materials and quantities that were experienced between April 1, 2004 and March 31, 2005. This data is provided to give prospective Bidders an idea of what can be expected under this contract. Actual materials and quantities will vary from year to year, and there is no guaranteed quantity.

Recyclable Material	Weight		% of Total
	Pounds	Tons	
1. Metals:			
Aluminum	2,390	1.20	0.27%
Batteries	7,480	3.74	0.85%
Brass	1,934	0.97	0.22%
Copper	3,280	1.64	0.37%
Mixed Metals	863,511	431.76	97.95%
Stainless	2,690	1.35	0.30%
Tin	388	0.17	0.04%
Totals:	881,673	440.83	100%
2. Paper:			
Computer Printout (CPO)	75,216	37.61	1.61%
Mixed Paper	3,280,666	1,640.33	70.16%
Newspaper	68,329	34.16	1.46%
White Ledger, Post Consumer	503,604	251.80	10.77%
Corrugated Cardboard	748,369	374.18	16.00%
Totals:	4,676,184	2,338.08	100%
3. Commingled Plastics, Glass, & Metal Containers:			
Commingled Plastic, Glass, Metal Containers	25,940	12.97	81.41%
Glass	5,290	2.65	16.60%
Plastics	634	0.32	1.99%
Totals:	31,864	15.94	100%
4. Clean Scrap Wood			
	330,040	165.02	100%

Service Requirements:

1. Contractor shall furnish all necessary labor and equipment to provide for the removal of recyclables from each Facility. OGS shall furnish gondolas, which shall be used to transport recyclables from within the Facility to the loading dock. The gondolas shall remain the property of OGS.
2. OGS, through the Facility Manager reserves the right to adjust the Contractor's pre-approved pick-up/stops schedule for recycling removal as changes in the conditions of respective building(s) occur.
3. Contractor is responsible for emptying gondolas (generally 12 bushel plastic laundry carts) identified as containing recyclables, and bags left on dock areas by others (OGS personnel/OGS contract employees). OGS furnished gondolas must remain on the premise and will not be permitted to be removed from the premise. **Contractor's staff is required to perform all labor as required – No on-site OGS assistance shall be available to assist Contractor.**
4. Contractor shall clean up all waste spillage prior to exiting pick-up site. Contractor shall clean up any oil or other spills immediately from equipment used by the Contractor.
5. Contractor shall be responsible to take all precautions to minimize all potential damage to OGS facilities/ equipment, which could be caused by Contractor's material handling equipment. Should damage occur due to Contractor's operations, Contractor shall immediately notify Facility Manager. Furthermore, the Contractor shall repair/replace damaged property within a reasonable period of time, as determined by the OGS Facility Manager, at Contractor's own expense.
6. OGS assumes no liability for Contractor's non-conformance with applicable City, County, State, or Federal codes, rules or regulations. OGS is also not responsible for injury to personnel employed by the Contractor, or damage to equipment supplied by the Contractor.
7. Recyclable removals shall be scheduled to occur during State business days unless the Facility Manager makes a request for additional service pick ups. Whenever a State holiday coincides with a normal pick up day, the Contractor shall adjust the schedule accordingly or as directed by the Facility Manager.
8. OGS reserves the right to increase or decrease the use of services under this contract upon due written notice to the Contractor.
9. Contractor shall weigh commodities picked-up at OGS facilities by using an inspected/certified and sealed scale. Contractor shall provide to the Facility Manager a scale slip for each load. The scale slip shall be identified by a ticket/invoice number which shall identify the gross and net vehicle weights, the commodity, the commodity weight, and collection date. The commodity weight shall be determined

by subtracting the unloaded (net) vehicle weight from the loaded (gross) vehicle weight.

Liquidated Damages:

Since the monetary loss to the State due to any failure of the Contractor to perform any of the services called for hereby would be very difficult to calculate, by submittal of a proposal in response hereto, the Contractor agrees to the provisions put forth herein for the calculation and payment of liquidation damages for any non-performance.

If for whatever reason Contractor fails to make a scheduled daily pick-up and/or stop, the Contractor shall be liable for the following liquidated damages based on the grand total weight the day the pickup is made:

(Items A and B – Bid Proposal Form)

- An amount equal to (10%) more than the Total Price Payable. The Total Price Payable is calculated by multiplying the bid percentage times the rate as published in the applicable index the day of the failed pick-up/stop (or the day of the actual pickup, whichever is higher) for commodities payable to the Office of General Services. For example: The bid percentage is 15% and the daily index is \$100 per ton. (One ton is picked up, the calculation would be $.15 \times \$100$ per ton = \$15. $\$15 \times 10\% = \1.5 (Total Price Payable would be \$16.5 in this example)

(Items C and D – Bid Proposal Form)

- An amount equal to (2) times the Bid amount per pick-up/stop missed for commodities payable to the contractor. Such amount shall be deducted from the monthly invoice.

Additional Services:

Should the Contractor fail to adequately and timely perform requested additional service(s), the Contractor shall be charged for any additional costs of alternative arrangements made by OGS. For example, the Office of General Services requests and the contractor agrees to additional services worth \$10,000 and the Contractor only completes 10% of them. (\$1000 dollars worth) We hire another contractor to finish and it costs \$12,000. The normal damages would be any additional costs we incur because of a breach. That would be \$3,000 in this example.

Recyclable Material Handling:

1. Metals: (including ferrous and non-ferrous)

- Contractor shall provide and maintain on-site at all times (2) 30 cubic yard containers; (1) container shall be located at W. Averell Harriman State Office Campus Building 18, and (1) shall be located at the Governor Nelson A. Rockefeller Empire State Plaza at F-Dock. For the various downtown Albany locations including; The Alfred E. Smith State Office Building, the Capitol Building, and the Ten Eyck Building, service shall be on an “as needed” or an “on-call” basis. When notified by the Facility Manager, Contractor shall deliver

the appropriate size container (to be determined by Facility Manager) to these Buildings to be filled by the facility personnel. Delivery of containers shall be made within 24 hours notice (next state business day) by Facility Manager. Contractor shall remove said container(s) when requested no later than 24 hour notice (next state business day by the Facility Manager).

- Containers referenced above shall be filled with various ferrous and non-ferrous metals. Bidders shall indicate proposed method of payment/verification including but not limited to; the metal market indexing publication source, publication frequency, the metal category, the market pricing location and the percent bid of the selected market index. Bidder shall provide sufficient data to allow the OGS to review the referenced publication and compare commodity pricing.
- Contractor shall make pick-ups as needed on an on-call basis.
- Facility Manager shall coordinate pick-up as needed with Contractor.
- Metal commodities shall be collected and delivered by OGS to the loading dock(s) at each building and placed in a Contractor furnished container(s).

2. Paper:

- For purposes of this solicitation, the commodity “Paper” shall include computer printout (CPO), mixed paper, newspaper, white ledger, post consumer, and corrugated cardboard.
- Pick-ups and stops shall be as defined herein.

3. Commingled Plastics, Glass, and Metal Containers:

- These commodities will be collected in gondolas and delivered by others (OGS or OGS Contractor) to the loading area at each dock location specified herein, for Contractor’s removal.
- Pick-ups and stops shall be as defined herein.

4. Clean Scrap Wood:

- When notified by the Facility Manager, Contractor shall deliver the appropriate sized container to be determined by Facility Manager to the Building(s) to be filled by others (OGS or OGS Contractor) Contractor shall remove said container(s) when requested by facility Manager. Also, Contractor may be asked to store a container(s) on-site to be picked-up on an “as-needed” or “on-call” basis.

Definition of Terms:

As used in this Request for Proposals (RFP) the following definitions shall be applicable:

Annual Charge: The charges provide the specified services for the frequencies requested from the commencement date of this agreement for (1) year inclusive.

Bidder: Shall mean any person, partnership, firm, corporation or other authorized entity submitting a response to this Request for Proposals (RFP) to the State pursuant to this RFP.

Commissioner: The Commissioner of General Services or designated representative.

Computer Printout (CPO) Shall consist of continuous Computer Printout paper.

Contractor: The successful awardee(s) of a contract pursuant to this RFP.

Contract Administrator: The OGS Division of Real Property Management, Administrative Support.

Contract Document(s) or Contract: The contract between the OGS and the Contractor in substantially the form set for the in [Appendix D](#) hereto, along with this RFP and all Appendices, Schedules and Addenda thereto and the bidder's proposal.

Facility Manager: Facility Manager of the Buildings listed herein, as applicable or designated representative.

Hourly Wage: The hourly rate charged by the Contractor for each employee engaged in the work, which hourly rate shall be deemed to mean all items of cost including, but not limited to supplies, equipment, materials, salaries, worker's compensation insurance, benefits, profit, overhead, supervision, and uniforms necessary to perform the work as actually employed in the furnishing of such service or whether incidental thereto.

Hourly wage reflects all labor wages and fringe benefits as required by the Department of Labor prevailing wage rate schedules and other statutory benefits (i.e.: worker's compensation, SUI, FICA, etc.) as required by State and Federal Law. If the Contractor has employee benefit package plans comparable to the fringe benefits required by the Department of Labor, the Contractor must submit copies of such benefit packages or plans to the State.

Designated Contact: Staff identified on the first page of this solicitation are the "designated contacts." Pursuant to §139-j and 139-k of the State Finance Law this solicitation includes and imposes certain procurement lobbying limitations. Proposers/Offerers are restricted from making contacts from issuance of the solicitation through approval of the contract by 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 (referred to as permissible contacts).

Mixed Paper: Shall consist of assorted paper of various grades or types of fibers

Mixed Scrap Glass: Shall consist of container glass, plate glass, lab glass. May contain other inert materials including porcelain, china & dish ware, and window glass with caulking or putty contaminated edges.

OGS: The New York State Office of General Services.

Old Corrugated Cardboard: Shall consist of clean sorted printed or unprinted corrugated cardboard cartons, boxes or sheet. May contain staples or poly tape.

Old Newspapers: Shall consist of loose or bundled newspapers.

One Pick-up: Shall mean all stops (dock pick-up locations), made in one day.

One Stop: Shall mean each "dock pick-up" per commodity at each location.

Project Leader: Proposed on-site supervisor for each site or the primary point of contact for this contract.

Request for Proposals: This document also referred to herein as RFP.

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

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

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

State Holidays:

- | | |
|---------------------------------------|---------------------|
| 1) New Year’s Day | 6) Labor Day |
| 2) Martin Luther King, Jr.’s Birthday | 7) Columbus Day |
| 3) Washington’s Birthday | 8) Veterans Day |
| 4) Memorial Day | 9) Thanksgiving Day |
| 5) Independence Day | 10) Christmas Day |

Tenant Representative: An employee of the resident agency tenant designated to represent the agency.

White Ledger: Shall consist of sorted, printed or unprinted white ledger or bond writing papers

Executive Order No. 134 – Green Cleaning – for offices occupied by State Agencies

The procurement and use of cleaning products must have properties that minimize potential impacts to human health and the environment and must work effectively. Consultation and guidance will be available through OGS.

Performance Standards:

The interior and exterior of all on-site equipment shall be maintained clean and sanitary.

All on-site broken down or defective equipment must be repaired or replaced by the Contractor within (24) hours of the occurrence.

Prior to installation, Facility Manager shall approve the type, location, and quantity of all on-site equipment proposed by Contractor. At any time during the contract term, Facility Manager may re-evaluate his/her position relative to Contractor’s on-site equipment based on Contractor performance and/or operational effectiveness. Recommendations of the Facility Manager shall be implemented by the Contractor.

Additional Services / Resources:

The Contractor shall provide additional service on an “as requested basis.” Additional service shall be considered:

- Calls in addition to the scheduled services.
- Additional pick-ups of regularly scheduled pick-ups.
- New pick-up(s).
- Periodic pick-ups on an as needed basis.

Additional service shall be provided, as requested on a (24) hour, (7) days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone number available on a (24) hour, (7) days a week basis. If OGS is to be billed, then the publication that is utilized in the bid will be utilized for additional services payments. If OGS is to be paid, then the contractor shall pay that days market rate for the specific commodity as published in the publication identified in the submitted bid.

Pick-Up Locations, Frequency, and Quantities:

The following (2) charts summarize the Empire State Plaza / Downtown Albany and the W. Averell Harriman State Office Building Campus buildings. Bidder is advised of the following restrictions that must be complied with:

- Pick-Up Days: Pick-Ups must be made on the days indicated by an “x” for each building.
- Allowable Pick-Up Times: Contractors shall schedule their pick-up times between the hours indicated for each building.
- Building Name/Location: Indicates the buildings to be serviced.
- Pick-Up Stop/Dock Area: Indicates the location to where the recyclables will be delivered from within the buildings by OGS to the dock area for Contractor’s removal.
- Expected Quantity of Gondolas: The number of gondolas listed is the approximate number of gondolas that the Contractor can reasonably expect per pick-up per location per recyclable listed. Actual quantities will vary. These quantities are provided to prospective Bidders for estimating purposes only, and the OGS makes no guarantee as to their accuracy or the actual quantities that Contractor will experience.

Pick-Up Locations, Frequency, and Quantities - Empire State Plaza and Downtown Albany Buildings

Building Name / Location	Pick-Up Stop / Dock Area	No. of Stops/ Year	Pick-Up Days					Allowable Pick-Up Times	Expected Quantity of Gondolas		
			M	T	W	T	F		Commingled	Mixed Paper	Corrugated Cardboard
Alfred E. Smith SOB	Dock	156	x		x		x	6:00 PM – 8:00 PM	1	6-20	6-12
Capital	Washington Ave.	250	x	x	x	X	x	7:30 PM – 8:30 PM	1-2	12-15	3-6
Ten Eyck SOB	Dock	104		x		X		8:00 PM – 8:30 PM	1-2	6-12	5-6
Cultural Education Ctr	Dock	156	x		x		x	8:30 PM – 9:30 PM			6-8
Agency Bldgs 1-4	P-1, Docks D,E,F,H	250	x	x	x	X	x	7:00 AM – 3:00 PM & 3:30 PM – 9:00 PM	1	12-18 6-18	3-5 2-8
Corning Tower & Health Labs	P-1, Dock K	250	x	x	x	X	x	7:00 AM – 3:00 PM & 6:00 PM – 9:00 PM	2-3 2	3-5 2-6	8-12 8-12
Legislative Office Bldg	P-1, Dock E	250	x	x	x	X	x	7:00 AM – 3:00 PM & 3:30 PM – 9:00 PM 6:00 PM – 9:00 PM 3:30 PM – 9:00 PM	1	3-6 15 15	4-6
Swan Street Bldg.	Swan St. Dock	250	x	x	x	X	x	7:30 AM – 11:30 AM 7:00 PM – 8:00 PM	2	8-10	5-6
Justice Bldg.	P-1, Dock B	250	x	x	x	X	x	3:00 PM – 9:00 PM	4	6-10	1-2
Sign-of-The-Tree	P-1, Dock M	250	x	x	x	X	x	5:45 PM – 6:30 PM			4-6
Cafeteria	P-1, Dock C	250	x	x	x	X	x	7:30 PM – 8:30 PM			1-2

Pick-Up Locations, Frequency, and Quantities - W. Averell Harriman State Office Building Campus

Building Name / Location	Pick-Up Stop / Dock Area	No. of Stops/ Year	Pick-Up Days					Allowable Pick-Up Times	Expected Quantity of Gondolas		
			M	T	W	T	F		Commingled	Mixed Paper	Corrugated Cardboard
Campus Bldg. 30	Dock	104	x	x	x	X	x	7:00 PM – 12:00 AM	On-Call	5	10
Campus Bldg. 24	Dock	250	x	x	x	X	x	7:00 PM – 12:00 AM	On-Call	5	10
Campus Bldg. 22	Dock	250	x	x	x	X	x	7:00 PM – 12:00 AM	On-Call	12	15
Campus Bldg. 21	Dock	250	x	x	x	X	x	On-Call	On-Call	On-Call	On-Call
Campus Bldg. 18	Dock	156	x		x		x	7:00 PM – 12:00 AM	On-Call	13	8
Campus Bldg. 17	North Side	250	x	x	x	X	x	On-Call	On-Call	On-Call	On-Call
Campus Bldg. 12	Dock	250	x	x	x	X	x	5:30 PM – 8:00 PM	On-Call	33	25
Campus Bldg. 09	Dock	156	x		x		x	7:00 PM – 12:00 AM	On-Call	20	10
Campus Bldg. 08	Dock	250	x	x	x	X	x	7:00 PM – 12:00 AM	On-Call	40	35
Campus Bldg. 07A	Dock	104			x		x	5:30 PM – 10:30 PM	On-Call	2	15
Campus Bldg. 05	Dock	104					x	5:30 PM – 10:30 PM	On-Call	1	4
Campus Bldg. 04	Dock	52					x	5:30 PM – 10:30 PM	On-Call	1	1
Campus Bldg. 03	Dock	104					x	On-Call	On-Call	On-Call	On-Call
Campus Bldg. 02	Dock	156	x		x		x	5:30 PM – 10:30 PM	On-Call	15	8
Campus Bldg. 01	Dock	104	x	x	x	X	x	On-Call	On-Call	On-Call	On-Call

End of Section A - Introduction

SECTION B ADMINISTRATIVE INFORMATION

Mandatory Pre-Bid Conference and Site Visit:

Prospective Bidders must attend a **Mandatory** Pre-Bid Conference and Site Visit to be held on the date and time listed below under Key Event Dates. The pre-bid conference will be held at **the Empire State Plaza Manager's Office located on the Concourse Level, Room 130, Empire State Plaza, Albany, NY**. Immediately following the Pre-Bid Conference attendees will tour the various pick up locations included in this RFP, please plan accordingly. Any respondent failing to attend the pre-bid conference/site visit will result in rejection of their bid. The mandatory site visit will immediately follow the pre-bid conference. The site visit will provide an opportunity for prospective bidders to see first hand the tasks to be performed and the special needs of the facilities.

Prospective bidders arriving to the Pre-Bid Conference room/location more than **15 minutes** after the date and time listed below under Key Event Dates, will be precluded from submitting a proposal in response to this RFP.

All visitors/prospective bidders must present appropriate photo identification at the visitor/security desk in order to attend.

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

Designated Contacts:

Designated Contact:

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E-Mail: diane.robinson@ogs.state.ny.us

Dispute Resolution Policy:

It is the policy of the Office of General Services' to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related bid solicitations or contract awards. OGS encourages vendors to seek resolution of disputes through consultation with OGS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of OGS's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us) Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

Debriefings:

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB is prohibited prior to contract award. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB or RFP, regarding the reason that the proposal 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>

Questions / Clarifications:

Questions during the pre-bid conference and site visit will be permitted; however, official answers may be deferred and may be provided subsequently in writing by the Issuing Office by form of Addendum. Questions are encouraged to be submitted in writing to the Issuing Office (refer to **Section A – Introduction; Definition of Terms**) no later than the date listed below under **Key Event Dates, Closing Date for Written Inquiries**. If such addendum is issued, it shall be distributed to all Bidders, (unless the questions are of such a nature that it relates to proprietary information), that attended the Pre-Bid Conference/Site Visit. Please note that the OGS is not obligated to provide a response to questions.

Key Event Dates:

RFP Release for Advertisement to Bid	9/15/2008	
Pre-Bid Conference & Site Visit:	10/8/2008	9:00 AM
Closing Date for Written Inquiries:	10/28/2008	
Proposal submission (utilize most recent publication source)	11/13/2008	11:00 AM
Tentative Interviews scheduled:	week of 12/01/2008	
Notification to best value bidder:	12/16/08	
OSC Contract Approval Expected by:	3/4/09	
Begin Contract Operations:	30 Calendar days after OSC approval	

**End of Section B
Administrative Information**

SECTION C SUBMISSION OF PROPOSAL

Duration of Respondent's Proposal:

The Proposal shall, for **(180)** days after the submission of proposals due date, be a firm and irrevocable offer of the submitter to enter into and perform the contract, for the herein Office of General Services. A Proposal shall continue to remain an effective offer subsequent to such **(180)** day period until either tentative award of the contract is made or withdrawal of the proposal in writing by the submitter. Tentative award of the contract shall consist of written notice to that effect by the Designated Contact listed on the front page of this RFP to the successful Contractor, who shall thereupon be obligated to execute a formal contract for the services on the terms defined in this RFP.

Instructions for Submission of Bid Proposal:

The following instructions for submission of bid proposal must be complied with in full, in order for the response to this RFP to be considered complete. Failure to submit any item may result in rejection of bidder's response to this RFP. The State reserves the right to request clarification from bidder and to require submittal of additional information which the State may deem necessary for purposes of evaluating bidder's proposal.

- a. Submit a total of (6) complete bid proposal packages; each with an original authorizing signature.
- b. All (6) bid proposal packages must be contained in one sealed envelope/box. If multiple envelopes/boxes are required, each must be properly labeled and referenced to each other. **The cost proposal portion of the submission must be bound and labeled separately but included in the sealed envelope(s)/box(s).**
- c. The sealed bid package envelop/box must be addressed/delivered to:

Division of Financial Administration
NYS Office of General Services
Empire State Plaza, Corning Tower, 40th Floor
Albany, NY 12242-0099
Attn: Warren Joscelyn

And additionally must be clearly marked with the following information:

- ✓ **Bidders complete name and address:**
- ✓ **Proposal Number:** (as indicated on the cover page of this RFP)
- ✓ **Proposal Due Date:** (as indicated in **Section B – Administrative Information, Key Event Dates for Submission of Proposals**)

- d) The sealed bid proposal package must be received in the above noted address on or before **11:00 AM** on the date indicated in **Section B, Administrative Information, Key Event Dates for Submission of Proposals**.

The received time of bids will be determined by OGS at the clock at the above noted location. **NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE REFERENCED DATE AND TIME.**

BIDDERS SHOULD TAKE SPECIAL NOTE OF THE FOLLOWING PROCEDURES:

Mailed Bids:

Submitters mailing their bid must allow sufficient mail delivery time to ensure timely receipt of their bid.

Delivered Bids:

Effective January 30, 2006, new security procedures are in effect at the Corning Tower. While Empire State Plaza procedures govern both parking and admittance to buildings, the new Corning Tower procedures require turnstile security access. Photo identification is required. All visitors must register for building access, including vendors attending bid openings or 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 security system. Access will not be allowed until the security system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building.

Vendors who intend to deliver 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.

- e) All bids must be completed in ink or machine produced. Bids submitted hand written in pencil, will be disqualified. Faxed or electronic bids will not be accepted.
- f) Bid proposal packages must contain the following information and be presented with tabbed sections to include the following items in the following order:
- i. Cover letter signed by an officer of the company authorized to enter into a contract with the State of New York.

ii. The cover letter shall state that the RFP was reviewed and understood in its entirety and should a contract be awarded to the company, the company will be prepared to begin to execute the contract obligations on the expected commence date indicated in **Section B – Administrative Information, Key Event Dates - Begin Contract Obligations** . The cover letter shall also list, but may not be limited to each of the following attachments which make up a completed bid package.

iii. Qualifications of Bidders

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

The State considers the following qualifications to be a prerequisite in order to be considered as a qualified bidder for purposes of this RFP: The Bidder shall submit satisfactory evidence and the Commissioner or his/her designated representative shall have the right to reject responses to this RFP of any Bidder who is unable to provide satisfactory evidence as to the following qualifications.

- ✓ Bidder shall provide a list of (5) Office Buildings currently removing recyclables by the Bidder including (1) building exceeding **250,000 building rentable square feet**, which the Bidder has been under contract for the past (3) consecutive years. Bidder shall provide the following reference data for each of the listed facilities under contract for such services by the Bidder/Bidder's company. The reference data must include:
 - (1) the type/usage of building;
 - (2) the building's rentable square footage;
 - (3) contract term/duration;
 - (4) building owner/contract client name;
 - (5) client contact person;
 - (6) contact person's title, address, and telephone number.
- ✓ The Contractor shall possess and demonstrate the financial resources, adequate physical plant and the necessary organizational structure to perform the type, magnitude, and quality of work specified in this RFP. In addition, Bidder shall submit a copy of the (3) most recent annual reports or the equivalent thereof.
- ✓ The Bidder must be and must demonstrate; that they are a company registered to do business in New York State and normally engaged for a period of at least (3) consecutive years in performing the work as required under this solicitation.
- ✓ A list of all proposed subcontractors and qualifications of said subcontractors.

-
- ✓ Bidder shall submit a complete list of employee names and/or job titles of proposed contract workers documenting;
 - (1) their total number of years/months of industry relevant job title experience,
 - (2) number of consecutive years/months that the proposed worker has been employed by the Bidder.
 - (3) If prospective employee is not currently employed by bidder, describe hiring and pre-qualification process to be used for hiring to fill each respective position
 - (4) A comprehensive list of valid CDL operator licenses for all drivers of trucks and/or equipment for which such licenses are required.

 - ✓ Bidder shall submit a complete list of equipment bidder intends to use in executing the terms of the contract including but not limited to;
 - (1) Number of units, year, make, model number
 - (2) Brief description of the equipment and its intended usage
 - (3) List of equipment intended to maintain on-site, its intended location
 - (4) State whether equipment is owned, currently leased, or intended to be purchased/leased. If not currently owned or currently leased, provide a "letter of intent" from a dealer/supplier willing to provide such equipment to Bidder

 - ✓ Bidder shall submit a notarized statement attesting to its qualifications.

 - ✓ Evidence of compliance with the Federal Omnibus Transportation Act of 1991.

 - ✓ Bidder must indicate the modes of disposal intended for materials collected from OGS facilities. The Bidders are required to provide a listing of places where each recyclable load will be delivered, and ensure OGS that applicable Federal, State and Municipal laws are adhered to. Failure to provide such listing and modes of disposal shall disqualify the Bidder. The Office of General Services reserves the right to verify information and such sites as The Office of General Services may deem fit and necessary.

 - ✓ Location of the facility that will serve this contract. This facility shall be located in proximity, such that the Bidder can meet the emergency or other response times contained herein.

 - ✓ A list of all proposed subcontractors and qualifications of said subcontractors.

Bidders are advised that the State's intent in requiring Bidders to meet the above requirements is to ensure that only qualified and reliable Contractors perform the work of the contract. The State recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated above, but may in fact

meet the objectives and criteria intended in some other manner. Therefore, a Contractor may bid this contract even if they don't meet all of the requirements as stated (i.e.: experience requirements) provided that Contractor has the ability to perform all of the work specified herein, in a responsible manner. However, the Contractor shall have the burden of demonstrating to the State's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower, or ability to respond to the State to evaluate the Contractor's ability. All statements made must be notarized and must be able to be independently verifiable by the State. All proof must be submitted with the proposal.

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

Examination of Existing Buildings and Contract Documents:

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

Each 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 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 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.

Any Contractor in doubt as to the true meaning of any part of the RFP or the proposed contract documents shall submit to the Issuing Officer, (refer to **Section A – Introduction; Definition of Terms**), a written request for an interpretation thereof. Only interpretations made by addendum duly issued by the OGS will be binding.

Any and all addenda issued by the OGS shall be included in respondents bid package and such addenda will become part of the contract resulting from this RFP.

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

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

- iv. Plan of Operation – Required submittal in detail as outlined in **Section D – Plan of Operation.**
- v. Appendix E – Tax & Finance – Contractor Certification Form
- vi. Appendix F – Cost Proposal (Bound Separately)
- vii. Appendix G – Standard Vendor Responsibility Questionnaire
- viii. Appendix H – NYS Procurement Lobbying Requirement(s) Forms

**End of Section C
Submission of Proposal**

SECTION D PLAN OF OPERATION

Management Overview:

Provide a statement designed to convince the State that the bidder understands the objectives a contract resulting from this RFP is intended to meet, the nature of the work, and level of effort necessary to successfully provide the services required by such contract.

Managerial Organizational Support from Bidding Firm:

Provide location of the Contractor's office and supporting facilities (e.g. equipment storage and maintenance facilities, supply store(s), corporate officer availability, manpower/equipment sharing resources in the event of unforeseen difficulties and/or emergency situations, etc.), that will serve this contract.

Provide the names of the employees in the area responsible for this contract, their function in the company, title, and number of year's service with the Contractor's firm. For all individuals deemed to be management personnel, a detailed resume of their qualifications for providing this service is required.

Provide a list of management support staff and contact information who must be available to respond in case of emergency or incident on a 24/7 basis when primary contacts are either not available or resources are not readily available or adequate to properly respond to the incident as deemed by OGS.

Recyclable Removal Methodologies

Bidder is encouraged to analyze the current recyclable removal processes and to develop a strategy / methodology that provides for a safe, reliable, efficient, measurable, cost effective and mutually beneficial means to remove recyclable materials from the OGS Facilities described herein.

Provide a detailed descriptive outline including but not limited to manpower and equipment of bidders strategy/methodology for providing all services required by this RFP.

The above referenced detail should include specific information containing the following:

- What are the latest technologies and equipment that bidder proposes to utilize?
- How will recyclable quantities and revenue/cost be accounted for?
- What methods will be used for collection, transportation, and disposal of recyclables?
- What accounting method will be used to track individual recyclable quantities?
- Provide samples of reports bidder proposes to provide OGS to account for entire Recycling Program.
- Identify and describe use of sub-contractors proposed by Bidder.
- Identify and describe disposal source(s) for recyclable materials.

- Equipment:
 - Provide complete inventory of equipment Bidder proposes to utilize.
 - Provide complete inventory of equipment Bidder proposes to keep on-site.
 - Provide equipment manufacturers data including manufacturer's name, model number, intended usage, and storage requirements, (e.g., square feet of space, water connection, drain, etc. that will be required upon award of the contract). If proposed equipment will not be new, then in addition to the previously mentioned data, provide equipment age and condition.
- Provide a list of all proposed cleaning supplies/chemicals proposed to be used to keep all on-site equipment clean and sanitary.

**End of Section D
Plan of Operation**

SECTION E EVALUATION OF PROPOSALS

Instructions:

To ensure that your proposal is fully responsive to the requirements of this RFP, please read this document in its entirety.

Method of Award:

Contract(s) awarded under this RFP will be made to the Proposer(s) affording the best value to the State. Contract awards under this RFP will be made on a per item basis (A,B,C and D) to the Proposer(s) receiving the highest point total using the evaluation criteria listed in this Section. In the event the same contractor is selected for all 4 items, the State reserves the right to award a single contract for all if it is deemed to be in the best interest of the State.

Right to Award All Part or None of the Contract

The New York State Office of General Services reserves the right to award all, part or none of this RFP. The decision to award all, part or none of this RFP shall be determined at the sole discretion and in the best interest of the State.

Evaluation of Proposals:

All proposals will be scored by a numerical evaluation. Each proposal will be evaluated on Items a through e (noted below) by a Selection Committee. The points awarded for the contract fee, (item d noted below), shall be added to the points awarded for items a-c. Items a-d comprises 90% of the evaluation. Based on the point totals of a-e, the firm with the highest number of points, will be ranked number one, the firm with the second highest points will be ranked number 2, and so on.

- a) Bidder Experience (**2.5** points)
- b) Plan of Operation (**25** points)
- c) Quality and Completeness of Proposal (**2.5** points)

** If the Office of General Services deems it necessary, an interview will be scheduled with Proposers. The interview process is to clarify any issues or questions that the Office of General Services has for Proposer(s). Interview information will be considered as part of the technical evaluation.

- d) Contract Fee (**60** points):
OGS Division of Financial Administration will evaluate all cost proposals. The Bidder's proposal which pays the Office of General Services the most money or costs the Office of General Services the least amount of money will be awarded the maximum of 60 points. All other Cost Proposals will receive a score that is proportionally commensurate therewith. Each of the Cost Proposal points will be added to the score from items a- c above.

**Evaluation of the cost in the bid will be normalized to the unit lbs. multiplied by the estimated quantity to come up with a \$ amount to evaluate. (For the Letters A and B on the Bid Proposal Form).

- e) **Executive Review (10 points):**
The final **10** possible points will be awarded by an OGS Executive Management Review Committee, the membership of which will be designated by the OGS Commissioner or his/her designated representative. Each of the firm's points assigned by the Executive Management Committee will be added to each firm's score based on items a-d above. Scores from each of the firms, including items a-e, will be totaled and will be ranked using the firm's grand total score, with the firm having the highest score ranked number one, the firm with the second highest total score will be ranked number 2, and so on.

Bidders are encouraged to include all information that may be deemed pertinent to their proposal and may be requested to provide supplemental information based on the State's evaluation procedure. The supplemental information may be in writing, with clarification as applicable. Any supplemental information will be considered a formal part of the Bidders original proposal. If further information is needed during OGS's evaluation period, OGS will contact the bidder.

Evaluation Criteria and Numerical Point Structure:

- a) **Bidder Experience - 2.5 points**
Each Bidder will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of **service in both the industry and with the Bidder**, demonstrating its ability to perform the required services.
- b) **Plan of Operation - 25 points**
The Plan of Operation will be reviewed based on completeness and the extent to which the operational information meets the goals and requirements of this RFP.
- c) **Quality and Completeness of Proposal - 2.5 points**
Bidder will be evaluated based on the extent to which their proposal satisfies and addresses each requirement of this RFP.
- d) **Contract Fee – 60 points**
Cost will be evaluated in relation to the cost proposals submitted by the interviewed firms.
- e) **Executive Management Review - 10 points**
This review will be based upon factors that include the Executive Management Review Committee's appraisal of the Bidder's level of experience, flexibility, presentation format of the proposal and acceptability of proposed plan of operation. In addition, consideration will be made to whether the Bidder can perform for the bid prices while maintaining adequate levels of service and quality service over the full term of the contract.

End of Section E – Evaluation of Proposals

SECTION F GENERAL CONDITIONS

Introduction:

To be considered responsive, a prospective Contractor must submit a complete proposal that satisfies and addresses all material requirements stated in this RFP. *A proposal that fails to conform to all material requirements will be considered non-responsive and will be rejected.*

The successful awardees' proposal and a copy of this RFP shall be made a part of any contract resulting from this RFP. Therefore, the proposals must be signed by a partner, corporate officer, or other person authorized to commit its organization to all provisions of the RFP and its proposal as submitted.

FREEDOM OF INFORMATION LAW

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. *Should you feel your firm's bid/proposal contain any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information. The disclosure of which would cause a substantial injury to the competitive position of your firm.*

Proposal Conformance:

Proposals must conform to the Standard Clauses for all New York State contracts that are included as Appendix A and includes provisions regarding the use of tropical hardwoods, the Omnibus Procurement Act and the MacBride Fair Employment Principles.

Performance Requirements:

The Contractor will be required to demonstrate to the satisfaction of the State that its services are performed in accordance with all Contractual Standards and Requirements found in this RFP.

The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Commissioner of General Services may terminate the contract resulting from this RFP, 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.

Notification of Award:

After the evaluation, all Bidders offering proposals will be notified of the name of the successful bidder(s). The successful Bidder(s) shall also be notified that the submitted proposal has been selected. The successful bidder(s) original proposal, and any additions or deletions to the proposal, shall become part of the contract(s).

Public announcements or news releases pertaining to any contract(s) resulting from this RFP shall not be made without prior approval from the Issuing Office.

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

No Collusion:

By submission of a proposal hereto, the Bidder warrants that no person other than those expressly named therein has any interest in the awarding of a contract to the successful Bidder, that the proposal is in all respects fair and was prepared without collusion or fraud and that no officer or employee of the New York State Office of General Services has or shall have any financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could 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 B- Administrative Information). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.

Prime Contractor Responsibilities:

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

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

Procurement Rights:

The State of New York reserves the right to:

- a. Reject any and all proposals received in response to this RFP.
- b. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- c. If two or more offers (composite scores) are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine the award.
- d. Waive or modify minor irregularities in proposals received, after prior notification to the Bidder.
- e. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
- f. Utilize any and all ideas submitted in the proposals received.
- g. Negotiate with Bidders responding to this RFP within the RFP requirements to serve the best interests of the State.
- h. The State may 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.
- i. The State is not liable for any cost incurred by a Bidder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Tax Law 5-a amended April 26, 2006:

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 bid. Form No. 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 No. 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>

NYS Procurement Lobbying Requirement(s):

It is the policy of OGS to comply with the provisions of the procurement lobbying law, established by Chapter 1 of the Laws of 2005. In pertinent part, Chapter 1 adds two new sections to the State Finance Law effective January 1, 2006: State Finance Law §139-j, Restrictions on Contacts during the Procurement Process, and State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. OGS is also required to develop and

maintain a listing on its web site setting forth those offerers who have been determined to be non-responsible or debarred due to violations of State Finance Law §139-j.

State Finance Law §139-j prohibits lobbying on the governmental procurements of governmental entities (i.e., state agencies, the Legislature, the Unified Court System, and public authorities, including local industrial development agencies and local public benefit corporations). This section provides that OGS in undertaking a governmental procurement shall: (a) designate with regard to each governmental procurement a person to be responsible for communications relative to the procurement who may be contacted by bidders or potential bidders; and (b) undertake the procurement in a manner that is consistent with procurement principles set out in the State Finance Law and free from any conduct violative of Public Officers Law ethics provisions. Further, offerers who contact OGS about procurement shall be required to contact only designated personnel subject to some statutory exceptions.

This section provides that OGS make a determination of responsibility of the proposed awardee of the procurement contract. In the event that OGS finds that a contractor knowingly and willfully violated the new section, OGS shall determine that the contractor is a non-responsible bidder and OGS shall not award the contract to that contractor. Further, any contractor that has violated this section within four years of violating it an initial time would be debarred from governmental procurements for a period of four years. OGS will maintain a listing on its website of non-responsible offerers and debarred offerers pursuant to this statute.

State Finance Law §139-k provides for disclosure of contacts between contractors and OGS. Specifically, this section requires contractors to disclose prior findings of non-responsibility and penalizes contractors that fail to disclose prior findings of non responsibility or that provide false and incomplete information by disqualifying them from being awarded the procurement contract. Further, this section requires OGS employees to record in the procurement record certain information about the persons who appear before them on governmental procurements.

Pursuant to §139-j and 139-k of the State Finance Law this solicitation includes and imposes certain procurement lobbying limitations. Bidders/Offerers are restricted from making contacts from issuance of the solicitation through approval of the contract by 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 (referred to as permissible contacts). Staff identified in this solicitation as the *Primary and Secondary Issuing Officers* are the “designated contacts.” OGS employees are also required to obtain certain information when there are communications during the restricted period that constitute a “contact” as defined in the statute and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Findings of non-responsibility result in rejection for contract award and in the event of two findings within a four year period, results in a finding of Bidder/Offerer being ineligible to submit a proposal on or be awarded any procurement contract for four

years from the date of the second finding of non-responsibility. Further information about these requirements can be found on the following OGS website:

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

Subcontractors:

- a. Before any part of the contract shall be subcontracted, the Contractor shall submit to Contract Administrator, 39th Floor, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, 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 by the Contractor Administrator without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Contractor Administrator may require concerning the proposed subcontractor's ability and qualifications.
- b. 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.
- c. The Contractor shall be responsible for informing the subcontractors of all the terms, conditions, and requirements of the Contract Documents. NOTE: This shall include photo ID badges as specified elsewhere.
- d. All subcontractor contracts shall provide for the same levels of insurance and indemnification of the State, as are required of the Contractor.

Contract Representative:

During the term of any contract resulting from this RFP, the Contractor shall maintain a project leader, designated officer or employee as its representative for contact with the State and for all communication and transactions relating to any contract resulting from this RFP. The Commissioner's initially designated representative for all purposes of this contract shall be Frederico Polsinelli, 39th Floor Corning Tower Building, Empire State Plaza, Albany, New York 12242 of the Office of General Services.

Inspection of Books:

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

OSHA (Occupational Safety & Health Administration) Training Requirements:

OGS Facility Manager's Obligations

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. 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/Tagout 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 OGS 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 OGS Facility Manager proof of completion of the OSHA required training for the following six (6) topic areas including but not limited to:

- 1) Asbestos Awareness,
- 2) Lead Awareness,
- 3) Affected Person Lockout/Tagout,
- 4) Hazard Communication,
- 5) Confined Space Awareness,
- 6) 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/Tagout 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 OGS 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 OGS Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the OGS Facility Manager rejecting the employee(s).

End of Section F – General Conditions

SECTION G ADMINISTRATIVE REQUIREMENTS

Contract Meetings:

1. 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.
2. 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.
 - d. Submission of a Manufacturer Safety Data Sheet for all products used on site.
3. Unless otherwise directed, there shall be monthly job meetings for the following purposes:
 - a. Review job progress, quality of work, and approval and delivery of materials.
 - b. Identify and resolve problems, 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.
 - f. Review Contractors monthly report.

Reporting Requirements:

1. Unless otherwise directed, the Contractor shall provide a monthly report within the first 10 calendar days of the following month to the Facility Manager. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. A copy of this report shall also be provided as outlined in Item 3 below
2. The above work schedule report shall include:
 - a. Schedule of when work is done – date, time, etc.
 - b. Specific information of what work was done
 - c. The number of workers utilized and hours worked.
 - d. Weight Slips indicating the ticket/invoice number, gross and net vehicle weights, the commodity, the commodity weight, the collection date and the collection date's commodity price per the appropriate day's index pricing.
3. All forms shall be made in duplicate and given to the Facility Manager.

Waiver of Rights:

The failure of the Bidder or OGS to seek redress for violation of or strict performance of any condition in this RFP and the resultant contract does not constitute a waiver of remedies. No provision in this document shall be deemed to have been waived by either party unless such a provision is waived in writing.

Consent to Assignment:

The Contractor agrees not to assign any contract resulting from this RFP, or any part thereof, without the prior written consent of the Commissioner of OGS. The State reserves the right to reject any assignee for any reason. Such consent may be unreasonably withheld.

Consent to the assignment of a contract will not be given if the Contractor can subcontract the agreement.

Availability of Funds:

It is understood by and between the parties to the contract, if any, resulting from this RFP, that the contract is executory only to the extent of monies available to the State for the performance of the contract and further that no liability shall be incurred by the State beyond the availability of monies to execute the contract.

Contract Terms:

All provisions and requirements of each Appendix, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

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

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

The Contractor shall be prepared to be fully operational and to commence performance of all required services on the date specified in **Section J – Financial Matters, Term of Contract**

Termination:

The Office of General Services may, upon (30) days notice, terminate the contract resulting from this RFP 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 upon (10) day's written notice if:

- ✓ the Contractor files a petition in bankruptcy, or insolvency, or

- ✓ the Contractor makes any arrangement or assignment for the benefit of creditors, or
- ✓ a petition in bankruptcy or insolvency is filed against the Contractor that is not dismissed, withdrawn or otherwise stayed within (90) days after filing, or
- ✓ the Contractor is adjudicated as bankrupt or insolvent, or
- ✓ a receiver or trustee is appointed for all, or substantially all, of the property of the Contractor upon an insolvency and said receiver or trustee is not discharged or ordered removed or his appointment otherwise stayed within (90) days after this appointment

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving (30) days written notice of termination to the Contractor. This provision should not be understood as waiving the State's right to stop work immediately for unsatisfactory work, but is supplementary to that provision.

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

Save Harmless Clause:

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 RFP 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 RFP, 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 RFP. Such indemnity shall not be limited to the insurance coverage herein prescribed.

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

Contractors are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

Insurance Requirements:

All provisions and requirements of Appendix B – Insurance Requirements that is attached here to and forms a part hereof shall be binding upon the parties of an executed agreement as a result of this solicitation.

Waiver of Subrogation:

Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

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

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.

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.

Dispute Resolution Policy:

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

Order of Precedence:

A. In the event of any discrepancy, disagreement or ambiguity between this the "RFP" and/or the "Proposal", or between any other documents, 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 RFP
- (iii) The awarded contractor's Proposal

Incorporation of Appendices and Other Attachments:

All appendices and other attachments affixed hereto are hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. All bidders must complete and/or comply with such appendices or other attachments.

Extent of Services:

OGS reserves the right to re-negotiate at its discretion, to expand or reduce the amount of services provided under any contract resulting from this solicitation. This expansion or reduction in services shall be effectuated by written amendment to the contract. Compensation for these services shall be adjusted accordingly; any increase in compensation to the vendor must be approved by the Office of the State Comptroller, before becoming effective.

**End of Section G
Administrative Requirements**

SECTION H GENERAL REQUIREMENTS

Operational Requirements:

Contractor shall be completely responsible for its work, including any damages or breakdowns caused by its negligence.

Contractor agrees that the resulting Contract may not be assigned, transferred, conveyed, or the work subcontracted without the prior written consent of the Commissioner.

For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted at the Facility or while performing any phase of any work herein specified. In addition, the Contractor or its personnel shall not be permitted at the Facility if under the influence of illegal drugs and /or alcoholic beverages.

Contractor and its employees must adhere to the Office of General Services smoking policy as directed by the Facility Manager.

The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor. It should also be understood that travel expenses will not be allowed.

The Commissioner's interpretation of specifications shall be final and binding.

The Commissioner of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception 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 Contractor has based its bid on the more expensive manner.

The Commissioner reserves the right to reject and bar from the Facility any employee hired by the Contractor.

Contractor shall, if requested, meet the Facility Manager once a week for an inspection tour of the buildings. Inspection times to be mutually agreed to by both parties.

Contractor shall provide for a supervisor to be on call during the hours work is being performed.

Contractor shall notify Facility Manager of any Facility malfunctions or any abnormal / unusual condition discovered by Contractor's employees. Notice shall immediately be brought to the attention of the Facility Manager.

Contractor shall submit a master employee roster to the Facility Manager prior to the commencement of any work. If there are any changes in the personnel roster, the Contractor shall be responsible to submit an updated roster within 24 hours, including employee signature samples.

Contractor shall follow all applicable Facility rules and regulations.

Contractor shall keep dock area clean of all recyclable materials prior leaving dock area.

All Contractors' equipment must be labeled with Contractor's name.

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

MSDS Sheets must be provided for all chemicals. Two copies will be required, one will be held by the contractor and one will be provided to the respective building manager's office at each location.

Inspections:

The quality of service shall be subject to inspection by the OGS at any time. Should the OGS determine that Contractor's quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Commissioner may issue a STOP WORK ORDER and/or may terminate the contract.

Stop Work Order:

The Commissioner reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the Contractor is unable or incapable of performing the work to the OGS' satisfaction. In the event of such stopping, OGS shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable to OGS for any such cost on account thereof.

End of Section H - General Requirements

SECTION I BACKGROUND CHECKS

Requirements:

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

Definitions:

For purposes of this clause, the following definitions apply:

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

Applicability:

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

Background Check:

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

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

Background Check Guidelines:

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

- (vi) The potential for pressure, coercion, exploitation, or duress;
- (vii) The likelihood of continuation of the conduct.
- (viii) How, and if, the conduct bears upon potential job responsibilities; and
- (ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal:

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

Commissioner Notification

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

Uniforms and Security Badges:

All Contractor employees must be provided with company uniforms containing an identifiable company logo. The uniform requirement will at a minimum be an identifiable shirt or smock and must be worn at all times while on premises performing duties.

OGS ID badges will be strictly required and must be prominently displayed at all times by all employees performing work on State premises. OGS will provide the ID badges to the Contractor at a cost of \$10.00 per employee. If a replacement badge is needed for one which is lost there is a \$20.00 replacement cost. These badges are obtained from the Department of Motor Vehicles system for all employees with a driver license or non driver ID. Employees who do not have either a New York State Driver's license or non driver ID will be required to obtain one in order to process the ID. Note – There is a process for obtaining ID Badges, which will be discussed at the initial job meeting upon award.

End of Section I Background Checks

SECTION J FINANCIAL MATTERS

Term of Contract

The service contract will commence **30 calendar days after the signature approval date from the Office of the New York State Comptroller**, and will be in effect for (5) years.

Price Adjustment is applicable to Items C and D of the Cost Proposal:

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

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

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

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

The State of New York retains the right to cancel this contract without reason, provided that

the Contractor is given at least (30) days notice of its intent to cancel. 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. Any termination pursuant to this paragraph shall in no case be deemed to be a breach of this Agreement, and the State shall not be liable to Contractor for any damages for lost profits or otherwise because of its right to such a termination.

Method of Payment:

Base Bid Payments:

Item A - Metals:

Payments will be made to the State based on actual commodity weight times the actual pick-up day's commodity price times the Contractor's Percentage Bid. Contractor shall provide a detailed accounting of each day's activity and shall make disbursements no less frequently than at the end of each calendar month.

Item B – Paper including Computer, White Ledger, Mixed and Corrugated Cardboard:

Payments will be made to the State based on actual number of stops times Contractor's Bid per stop. Contractor shall provide a detailed accounting of each day's activity and submit no less frequently than at the end of each calendar month. If State is to pay Contractor, Contractor shall also submit a Company Invoice or New York State Standard Voucher no more frequently than at the end of each calendar month. **(Any special requirement should be indicated as an attachment to the Bid Form.)**

Item C – Commingled Plastics, Glass and Metal Containers:

Payments will be disbursed based on actual number of stops times Contractor's Bid per stop. Contractor shall provide a detailed accounting of each day's activity and submit no less frequently than at the end of each calendar month. If State is to pay Contractor, Contractor shall also submit a Company Invoice or New York State Standard Voucher no more frequently than at the end of each calendar month. **(Any special requirement should be indicated as an attachment to the Bid Form.)**

Item D –Clean Scrap Wood:

Payments will be disbursed based on actual number and size of container times Contractor's Bid per container. Contractor shall provide a detailed accounting of each day's activity and submit no less frequently than at the end of each calendar month. If State is to pay Contractor, Contractor shall also submit a Company Invoice or New York State Standard Voucher no more frequently than at the end of each calendar month. **(Any special requirement should be indicated as an attachment to the Bid Form.)**

Additional Services Payments:

Additional services shall be first pre-approved by the Facility Manager.

Payment Processing:

All Invoices or Standard Vouchers will be processed in accordance with established procedures of the New York State Office of General Services and the Office of the State Comptroller.

The Invoice or Standard Voucher shall contain the Contract ID number. The Contract ID number will be prefaced with the letter “C” or “X” followed by a 6-digit number, (i.e.: C001234 or X001234) and, either in its body or as an attachment, a statement that **itemizes work completed** during the payment period. **Invoices may be e-mailed to OGS Division of Financial Administration at the following e-mail address: claimsunit@ogs.state.ny.us**

Checks shall be made payable to; “**Office of General Services 3-R’s Program**”. The check shall also contain the Contract ID number, as referenced above.

Original Invoices/Standard Vouchers and/or Checks shall be submitted to the following address:

Office of General Services
Division of Financial Administration
G.N.A.R. Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220-0117

Exact copies of the original Invoices/Vouchers and/or Checks along with the original scale slips for each load and a summary sheet(s) documenting; the scale slip ticket/invoice number, the gross and net vehicle weights, the commodity, the commodity weight, and the collection date shall be submitted to the following address:

Office of General Services
G.N.A.R. Empire State Plaza
Room 130, Concourse
Albany, New York 12242
Attn: OGS Solid Waste Coordinator

Note: The commodity weight shall be determined by subtracting the unloaded or net vehicle weight from the loaded or gross vehicle weight.

Electronic Payment Processing:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

End of Section J - Financial Matters

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

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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, licensor, 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 \$15,000 (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 \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**End of Appendix A
Standard Clauses for NYS Contracts**

APPENDIX B INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the Contractor, 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 herein. Such Certificates shall be of a form and substance acceptable to OGS.

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

All insurance required hereby 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 OGS Division of Financial Administration, 40th Floor, Corning Tower, GNARESP, Albany, NY 12242, and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

The Contractor shall cause all insurance to be in full force and effect as of the contract commencement date and to remain in full force and effect throughout the term of the contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of the 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 the contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a. Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
- c. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- d. During the performance of any Construction Work, Restoration or Alteration, builder's risk completed value form covering the perils insured under the ISO special causes of loss form, including collapse, water damage, and transit and theft of building materials, with deductible reasonably approved by the State, in non reporting form, covering the total value of work performed and equipment, supplies and materials at the location of the job as well as at any off-site storage location used with respect to the Project. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of OGS held in their care, custody and/or control. Such policy shall name as insured, The People of the State of New York, as well as the Contractor and Subcontractors.
- e. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured.

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- f. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.
- 1) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of the 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 contract work is completed.
 - 2) If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - 3) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- g. If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.
- 1) Such insurance shall apply to professional errors, acts, or omissions arising out of the contract scope of services and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 - 2) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective contract date; 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 contract work is completed.
- h. Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- i. Contractor acknowledges that failure to obtain any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS.

End of Appendix B – Insurance Requirements

**APPENDIX D
SAMPLE CONTRACT**

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
**RECYCLABLE REMOVAL SERVICES FOR
W. AVERELL HARRIMAN STATE OFFICE BUILDING
CAMPUS, THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA,
AND DOWNTOWN ALBANY STATE OFFICE BUILDINGS,
ALBANY, NEW YORK
WITH**

THIS AGREEMENT, made this _____ day of _____, **2008**
by and between the People of the State of New York, acting by and through John C. Egan,
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
"OGS" or "State"), and

(hereinafter " _____ " or "Contractor"), with an
office
at _____.

WITNESSETH:

WHEREAS, OGS is responsible for the management and operation of the **W. Averell
Harriman State Office Building Campus, The Governor Nelson A. Rockefeller Empire
State Plaza, and various Downtown Albany State Office Buildings, Albany, NY** (hereinafter
the "State Office Buildings") and in fulfilling its responsibility deems it necessary to obtain
recycle removal services for such State Office Buildings, and

WHEREAS, OGS has determined, after having solicited proposals from bidders willing to
supply these services, that the Contractor submitted the proposal affording the State the best
value for such services and that the Contractor possesses the necessary capacity, experience and
expertise for provision of the needed 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

A. OGS shall pay the Contractor, or cause to be paid to it, and the Contractor shall accept, the consideration at the rates put forth in its Proposal attached hereto as Exhibit C hereof.

B. Payments shall be made in accordance with the provisions of **Section L of Exhibit B** hereof.

2. TERM

This Agreement shall commence on **XXXXXXXXXX** and be in effect for **(5)** years, unless sooner terminated as provided in Exhibit B hereto.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor, equipment, facilities and materials required in connection therewith in accordance with all the specifications, terms, conditions, covenants and representations contained in the Request for Proposal (the "RFP") found in Exhibit "B" and in the Proposal found in Exhibit "C" annexed hereto, except as such Appendices B and C have been modified by the terms of this Agreement. Exhibits B and C are hereby incorporated by reference herein and made a part hereof with the same force and effect as if herein set forth at length herein.

4. TERMINATION

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

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and moneys 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

Purchases by the State of New York are not subject to any sales or federal excise taxes. Exemption certificates will be furnished upon request. There is no exemption however for Social Security, unemployment insurance and like taxes.

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 of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment.

8. EXHIBIT A

Exhibit 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

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

- (i) this contract agreement and Exhibit A
- (ii) Exhibit B - RFP
- (iii) Exhibit C - Proposal

B. 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. TAX LAW SECTION 5-a

Further, OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Contractor. In no case shall the State's termination hereunder be deemed a breach hereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such a termination.

21. STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE

The Contractor acknowledges that the State's execution of this Agreement is contingent upon the State's determination that the Contractor is responsible, and that the State will be relying upon the Contractor's responses to the NYS Standard Vendor Responsibility Questionnaire in making that determination. The parties agree that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate this Agreement by providing ten (10) days advance written notification to the Contractor. In no case shall the State's termination hereunder be deemed a breach hereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such a termination.

RFP NO. 1356
CONTRACT NO. _____
(To be completed by Agency)

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.)

AGENCY SIGNATURE

DATED

SIGNATURE

CONTRACTOR'S SIGNATURE

DATED

SIGNATURE

PRINT NAME

PRINT TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FEDERAL I.D. NUMBER

Email address

ATTORNEY GENERAL'S SIGNATURE
Approved:

COMPTROLLER'S SIGNATURE
Approved:

Attorney General

Office of State Comptroller

DATED _____

DATED _____

**APPENDIX D - EXHIBIT A
STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS**

NOTE:

For purposes of this Sample Contract, the Standard Clauses for all New York State Contracts are not repeated herein. These provisions can be reviewed in Appendix A of this RFP.

APPENDIX E
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
CONTRACTOR CERTIFICATION FORM (ST-220-TD)
CONTRACTOR CERTIFICATION TO COVERED AGENCY (ST-220-CA)

(refer to following pages)



ST-220-TD
(6/06)

New York State Department of Taxation and Finance

Contractor Certification

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

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

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name	Contract number or description	Estimated contract value over the full term of the contract (but not including renewals) \$	
Covered agency address 3		Covered agency telephone number	

General information

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

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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

Mail completed form to:

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

Privacy notification

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


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


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


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

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

Need Help?

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

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


 **Telephone assistance** is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 462-8100

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

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

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

I, _____, hereby affirm, under penalty of perjury, that I am

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

Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)



ST-220-CA
(6/06)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

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

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

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

(Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions

General Information

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

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

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

When to complete this form

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

- 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).

APPENDIX F COST PROPOSAL

- **Bid Proposal Form**
- **Contractor's Information Form**
- **Acknowledgment Form**
- **MacBride Fair Employment Principles**
- **Non-Collusive Bidding Certification**
- **Facility Site Visit Verification Form**

APPENDIX F – BID PROPOSAL FORM

RFP No.: 1356

CONTRACT No.: _____
(To Be Completed By OGS)

_____ agrees to provide all necessary work
(Type or Print Name of Company and Address)

in accordance with this RFP for Removal of Recyclable materials at the W. Averell Harriman State Office Campus (Campus), Governor Nelson A. Rockefeller Empire State Plaza (ESP), and various Downtown Albany State Office Buildings, Albany, New York for unit prices bid below:

Note: Bidders may bid on all items OR only on selected items. OGS will be evaluating bids on an item-by-items basis. Bidders also acknowledge that revenue paid to the OGS for commodities bid herein, shall be based on the high side of the selling price for New York State.

A

Commodity		Contractor's Unit Price Bid			
		Metal Market Indexing Publication Source	Date of Publication	Percentage of Index Price Bid	Unit
1)	Metals (Ferrous & Non-Ferrous)			%	

Publication frequency:

The Metal category:

The Market pricing location:

NOTE: The bidder must submit a copy of the proposed publication with a specific line clearly identified. (highlighted)

(Type or Print Name of Company and Address)

B

Commodity	Contractor's Unit Price Bid			
	The Paper Market Indexing Publication Source	Date of Publication	Percentage of Index Price	Unit
1) Paper (Computer, White Ledger, Mixed, Corrugated Cardboard)			%	

Publication frequency:

The Paper category:

The Market pricing location:

NOTE: The bidder must submit a copy of the proposed publication with a specific line clearly identified. (highlighted)

(Type or Print Name of Company and Address)

C

Commodity		Contractor's Unit Price Bid			
		Price per pickup	x	Estimated # of pickups	Total
2)	Commingled Plastics, Glass, & Metal Containers	\$	Multiply by	2416	\$
				TOTAL =	\$

(Type or Print Name of Company and Address)

D

Commodity		Contractor's Unit Price Bid			
		Price per Pickup	x	Estimated # of pickups	Total
4).	Clean Scrap Wood				
	30 Cubic Yard Container	\$	Multipl y by		\$
	20 Cubic Yard Container	\$	Multipl y by		\$
	10 Cubic Yard Container	\$	Multipl y by		\$
	____ Cubic Yard Container (enter size)	\$	Multipl y by		\$
				TOTAL=	\$

CONTRACTOR'S INFORMATION

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Federal 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

Circle One: Yes No

New York State Certified Minority Owned Business

Circle One: Yes No

New York State Certified Woman Owned Business

Circle One: Yes No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?

Circle One: Yes No

Does your bid meet all the requirements of this solicitation?
No

Circle One: Yes

BIDDER IS REQUIRED TO SIGN BOTH SECTIONS ON THIS PAGE

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

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

Yes ___ or No ___

if yes:

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

Yes ___ or No ___

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

2) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; an) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

FACILITIES SITE VISIT VERIFICATION FORM

I, _____,
(Name: First, Middle Initial, Last)

representing _____
(Company Name)

by personal examination of the specification and review of the actual work to be performed under OGS
RFP Number 1356

on _____, at _____,
(Day and Date) (Time)

met with the Facility Manager(s) and/or designated representative to comply with the site visit
verification requirement as stated in the contract specification.

(Company Representative Signature) (Date)

Email: _____ Phone: _____

Company Address: _____
(City, State, Zip)

FOR THE OFFICE OF GENERAL SERVICES' USE ONLY

Verification of site visit confirmed by OGS representative.

Print Name: _____

Title: _____

Signature: _____

APPENDIX G
NEW YORK STATE
STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE
(Use the Uniform Contracting Questionnaire CCA-1, for all construction contracts)

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

New York State
Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
6. TELEPHONE NUMBER: _____ 7. FAX NUMBER: _____
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)
 - a) Corporation State of Incorporation: _____
 - b) Sole Proprietor State/County filed in: _____
 - c) General Partnership State/County filed in: _____
 - d) Not-for-Profit Corporation Charities Registration Number: _____
 - e) Limited Liability Company (LLC) Jurisdiction filed: _____
 - f) Limited Partnership State/County filed in: _____
 - g) Other — Specify: _____ Jurisdiction Filed (if applicable) _____
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? Yes No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? Yes No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
- health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - human rights laws Yes No
 - federal U.S. Citizenship and Immigration Services laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to the intentional provision of false or incomplete information as required by Executive Order 127? Yes No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? Yes No
If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? Yes No
If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?

Yes No

APPENDIX H
NYS PROCUREMENT LOBBYING REQUIREMENT(S)

**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 question numbers 2 and 3 below:

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 you answered yes to question number 5 above, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By _____ Date: _____

Signature

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

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

Offerer Certification

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

By: _____ Date: _____
(Signature)

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.

**End of Appendix H
NYS Procurement Lobbying Requirement**

APPENDIX - I

EXECUTIVE ORDER NO. 134 – “GREEN CLEANING”

Executive Order-No. 134: Directing State Agencies to Reduce the Environmental Impact of Cleaning of State Facilities

WHEREAS, cleaning products are necessary for creating and maintaining sanitary conditions in State facilities and workplaces;

WHEREAS, chemicals contained in cleaning products can be released to the environment during normal use by evaporation of volatile components or by leaving residue on cleaned surfaces;

WHEREAS, choosing less hazardous cleaning products for use in our workplaces and our facilities and taking steps to reduce exposure can minimize harmful impacts to office and custodial workers, improve indoor air quality and reduce water and ambient air pollution;

WHEREAS, the purchasing and appropriate use of products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use can reduce the environmental impact of routine cleaning activities while also ensuring cleaning effectiveness;

WHEREAS, assessment and adoption of practices to select, procure and use environmentally preferred products will benefit the environment and the health and safety of workers and occupants of and visitors to state facilities;

NOW, THEREFORE, I, GEORGE E. PATAKI, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and Laws of the State of New York, do hereby direct as follows:

I. Scope

This Executive Order applies to all State agencies, departments and public benefit corporations and public authorities the heads of which are appointed by the Governor (hereinafter referred to as "State Agencies").

II. Directive

All State Agencies shall procure and use cleaning products having properties that minimize potential impacts to human health and the environment consistent with maintenance of the effectiveness of these products for the protection of public health and safety. The Commissioner of the Office of General Services (OGS), in consultation with the Commissioner of the Department of Health (DOH) and the Commissioner of the Department of Environmental Conservation (DEC), shall provide consultation and guidance to State Agencies to: (i) select and procure products and use practices that reduce or minimize the risks of harmful effects to employees, custodial workers, visitors and other building occupants and to the environment; (ii) promote adoption of practices

endorsed by this Order; (iii) recognize State Agencies that adopt and implement environmentally beneficial facility and workplace management policies and practices; (iv) encourage contractors supplying goods and services to State Agencies to select and procure such products; and (v) encourage lessors and building managers who provide leased space to State Agencies to select and procure such products.

III. Procurement Decisions with Respect to Cleaning Products

When procuring cleaning products, State Agencies shall purchase environmentally preferred products or document the reasons for selecting alternative products. Such products shall conform to guidance for environmentally preferred purchasing of cleaning products that may be provided pursuant to Section II above, or shall be products that have been identified by OGS as compliant with this order and made available through a central purchasing contract.

IV. Delegation

Each State Agency shall assign an individual within such agency who shall:

- (i) assess current facility management practices and use of cleaning products;
- (ii) evaluate whether these products conform to Section III above;
- (iii) identify and procure conforming cleaning products;
- (iv) document the reasons for selecting products that do not conform to Section III above and include these reasons in the report required by Section V below.

V. Reporting

Within one year of the effective date hereof, the chief executive of each State Agency shall prepare or cause to be prepared an assessment, which shall be retained as a document available to employees and the general public, of the efforts undertaken by such State Agency to comply with this Order. This document shall be reviewed and updated biennially.

VI. Participation of other governmental entities

Local governments and school districts that are not subject to the requirements of this Executive Order are encouraged to review their purchasing and use of cleaning products and select those having properties that minimize potential impacts to human health and the environment. OGS is hereby directed to offer any assistance as may be appropriate to assist local governments and school districts to achieve the goals of this Order, including, but not limited to, assistance with procurement.

VII. Effective Date

This Order shall be effective immediately, provided, however, that State Agencies shall transition to cleaning products having properties that minimize potential impacts to human health and the environment within the next six months in a manner that avoids waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase out of products and practices inconsistent herewith.

Signed: George E. Pataki
Dated: January 5, 2005

End of Appendix I
Executive Order No. 134 – Green Cleaning