



# Parks, Recreation and Historic Preservation

## Invitation for Bid

<b>Title:</b> Humane Goose Control at Bethpage State Park	
<b>Contract Period/Term:</b> 3/1/2022 to 2/28/2027, 5 Years	<b>Number:</b> C003499

Designated Contact(s) & Bid Submission Address	
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IFB Timeline	
Action	Date/Time
IFB Release	8/11/2021
Questions Deadline	9/01/2021 3:00 PM ET
Questions Response	Approximately 9/09/2021
Bids Due	9/23/2021 3:00 PM ET
Tentative Award	Approximately 10/13/2021
Contract Start Date	3/1/2022

Vendors are responsible for reviewing the guidance and adhering to the NYS Department of Health requirements related to the Novel Coronavirus <https://coronavirus.health.ny.gov/covid-19-travel-advisory>.

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## Key Points

- **Read this document and associated attachments in their entirety.**

Note key items such as critical dates, services required, qualifying and mandatory requirements, and proposal submission requirements.

- **Bidder proposals must completely address all qualifying and mandatory requirements.**

To ensure your proposal is valid, thoroughly read all proposal requirements and provide complete responses. Ensure all aspects of each requirement are met. Use the forms provided to submit your response.

- **Note the name and email of the designated contacts listed on the front page of this document.**

These are the only individuals that you are permitted to contract regarding this procurement in accordance with Procurement Lobbying Law.

- **All announcements relating to this bid will be disseminated via electronic mail (e-mail).**

It is the Bidder's responsibility to check their e-mail periodically for any updates. All applicable amendment information must be incorporated into the Bidder's proposal. Failure to include any such information in your proposal may result in disqualification.

- **Take advantage of the question and answer periods.**

Question and Answer periods are your opportunity to seek clarification. Please utilize this process to understand requirements, as well as raise any questions or concerns with your ability to bid. Submit your questions via e-mail by the dates listed in the timeline on the front page of this document. Responses to the questions will be disseminated to all potential bidders via e-mail. Additional information about Question and Answers can be found in *Section 2.1 Questions/Inquiries*.

- **Review this document and your proposal.**

Make sure all requirements are fully addressed and all copies are identical, legible, and complete.

- **Package your proposal as required.**

Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive. Additional information about packaging and content can be found in *Section 2.8 Submission Requirements*.

- **Submit your proposal on time.**

Except as specified in *Section 3.4 State's Rights to Proposals*, proposals received after the date and time in the IFB Timeline will not be considered for award and may be returned, unopened, to the sender.

## 1. IFB Requirements

It is the intent of this solicitation to seek a vendor to provide all necessary services and/or commodities. Bidders shall provide proposals which meet mandatory requirements of this IFB. Mandatory Requirements must be met by the Bidder in order to have a conforming bid.

### 1.1 Agency

The mission of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) is to provide safe and enjoyable recreational and interpretive opportunities for all New York State residents and visitors and to be responsible stewards of our valuable natural, historic, and cultural resources.

Fundamental to the successful achievement of our mission is the dedication of our employees and the adherence to a common set of values. These guiding principles serve as a pledge to the people we serve and a commitment to ourselves and to each other.

- **A Commitment to People.** We are committed to serving and protecting the public to the best of our ability, with courtesy and respect. We are committed to our employees and volunteers, encouraging teamwork, self-improvement, and mutual support.
- **A Commitment to Preservation.** State parks and historic sites are unique and irreplaceable public assets. We are committed to wise acquisition, planning, and, where appropriate, development; timely and professional care and maintenance; and a responsibility to future generations in whose trust we manage our resources. We are committed to providing encouragement to all agencies and individuals to identify, evaluate, and protect recreational, natural, historic, and cultural resources.

### 1.2 Overview / Purpose

OPRHP invites the submission of contractor qualifications and bids for a program to humanely reduce the presence of Canada geese from five golf courses and the polo field at Bethpage State Park.

### 1.3 Minimum Requirements

OPRHP is seeking bids from experienced companies with the personnel, facilities, and organization to meet the demands of a contract of this scope. Bidders shall comply with the laws of the State of New York and shall possess or obtain any required licenses, permits, or authorizations.

To be deemed qualified and responsive, bidders must meet and provide the following minimum requirements:

- Evidence supporting at least four (4) permanent staff on the payroll. All personnel utilized for this service must have been employed for at least one (1) year with the bidder's firm.
- Evidence supporting at least two (2) years of prior experience in the business of humane goose control with trained herding dogs.
- Using Attachment 10 - References, provide three (3) satisfactory client references, two of which must be serviced golf courses, for whom the Bidder has performed services similar to those defined in this IFB within the past five (5) years.

References will be scored on a pass/fail basis. If more than three references are provided by a Bidder, OPRHP will cease reference checks upon the response of the third reference.

### 1.4 Pre-Proposal Site Visit

A Pre-Proposal Site Visit is not applicable to this procurement.

## 1.5 Service Requirements

### 1.5.1 Hazing Schedule

The specific patrol times shall be determined after conferring with the golf course superintendent. Service to be provided in the early morning (as early as 5:00am), mid-day, late afternoon, and evening (after 9:00pm), with adjustments made according to the habits and occurrence of the geese.

Location	Minimum Required Staff	Dates	Hazing Frequency
Bethpage State Park	1 Dog 1 Handler	March, April, and September	7 days a week 3 patrols a day Est. 21 hours per week
		May - August	7 days a week 1 patrol per day Est. 7 hours per week
		October – February	7 days per week* 4 patrols per day Est. 28 hours per week
*one patrol to be conducted after 9:00pm to prevent migratory geese from lingering at night			

### 1.5.2 Patrol Reporting

Proof of patrols shall be documented at a monitored check-in station to be designated by OPRHP. The Contractor will be required to submit a monthly log detailing daily goose activity to OPRHP in a mutually agreed format.

### 1.5.3 On-Call Response

OPRHP may request additional on-call service to coincide with the scheduled services as laid out in 1.5.1 Hazing Schedule. The successful bidder must respond within two (2) hours from the time notified by park superintendent or designee.

### 1.5.4 Herding Dog Certification

Bidder must provide certification for all dogs to be utilized in the program from the American Border Collie Association or the International Sheepdog Society at the time of Bid and upon OPRHP request during the Contract term. Bidder shall not use any dog that is not a certified Herding Dog.

Bidder must supply proof of rabies inoculations for all dogs that will be used in the program at the time of Bid and upon OPRHP request during the Contract term.

## 1.6 Glossary

Term	Description
Agency	New York State Office of Parks, Recreation and Historic Preservation (OPRHP).
OPRHP	Office of Parks, Recreation and Historic Preservation

## 1.7 List of Appendices, Attachments, and Forms

### Appendices

- Appendix A – Standard Clauses for New York State Contracts
- Appendix B – General Specifications for OPRHP Contracts
- Appendix C – Not Applicable
- Appendix D – Bid Protest Procedures
- Appendix F – Insurance Requirements

**Attachments**

Attachment 1 – Bid Form

Attachment 2 – Lobbying Law Certification

Attachment 3 – Non-Collusive Bidder Certification

Attachment 4 – Public Officers Law

Attachment 5 – Encouraging Use of New York State Businesses in Contract Performance

Attachment 6 – NYS Finance Law §139-I and Executive Order No. 177 Certification

Attachment 7 – Vendor Responsibility Attestation

Attachment 9 – No Bid Form

Attachment 10 – References

ST-220-CA Contractor Certification to Covered Agency

ST-220-TD Contractor Certification

**1.8 Downstream Prohibition**

Any entity, contractor (or sub-contractor) involved with OPRHP for the development of specifications related to this project is not eligible to receive an award or subcontract with the contractor or any subcontractor in connection with this bid or subsequent award.

Remainder of page intentionally left blank.

## 2. Instructions to Bidders

### 2.1 Questions/Inquiries

Prospective Bidders will have an opportunity to submit written questions and requests for clarification regarding this Invitation for Bids (IFB). All questions regarding this IFB must be submitted via e-mail or mail and be received by the date and time specified in the IFB Timeline. Questions must reference the relevant page and section of the IFB and must be directed to the designated contact.

Questions submitted by Bidders should be printed or in a Word or Excel document in the following format:

No.	IFB Section	IFB Page	Vendor Name	Question

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the IFB, are to be resolved prior to the submission of a bid by utilizing the Question and Answer period. Also, during the Question and Answer period, Bidders should be certain to bring forward terms and conditions in the IFB that would prohibit a Bidder from bidding. Bidders entering a contract with the State are expected to comply with all the terms and conditions contained herein.

Contacting individuals other than the designated contact listed above may result in the disqualification of the Bidder's proposal.

### 2.2 Procurement Lobbying Guidelines

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OPRHP and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OPRHP and, if applicable, the Office of the State Comptroller ("restricted period") to other than the Designated Contact(s) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Designated Contact(s), as of the date hereof, is identified above. OPRHP employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and guidelines can be found with in Attachment 2.

### 2.3 Response to Bidder Questions and Requests for Clarification

The Agency will provide a written response to all substantive questions and requests for clarification. Responses to Bidder questions and requests for clarifications will be distributed via e-mail to the Agency-maintained Bidders List.

### 2.4 Notification of Intent to Bid/Not Bid

#### 2.4.1 "No Bid" Submission

If you do not intend to bid on this procurement, please complete Attachment 9 - No Bid Form and send to the designed contact address listed on the cover of this IFB.

#### *2.4.2 Removal from Bidders List*

If you would like to have your organization removed from the mailing list for procurements of this type, please send an e-mail requesting such to the designated contact listed on the cover of this IFB.

### **2.5 Method of Award**

In the sole discretion of OPRHP, the award of the contract will be made to a responsive, responsible and qualified bidder who offers the lowest Grand Total bid to perform work as outlined in these specifications. The successful bidder will be found non-responsible if OPRHP finds that he/she does not have sufficient resources.

Written notification of OPRHP's selection will be furnished to all responding bidders, and a final contract shall be mailed or delivered to the recommended awardee. If the selected bidder fails to execute and return the contract to OPRHP within the time allotted, OPRHP reserves the right to reject the selected bidder's bid and select the next lowest responsible bidder that will best promote the public interest. If all bids are rejected, each solicited bidder will be so notified.

### **2.6 Contract Signing and Contract Term**

The Agency intends to award one, five-year Contract to the successful Bidder, contingent upon New York State Attorney General (AG) and the Office of the State Comptroller (OSC) approval.

### **2.7 Form of Bids**

The Attachment 1 – Bid Form shall be completed in ink. The grand total bid amount must be shown in numeric form. Bidders may elect to submit either a hardcopy bid or a scanned copy of the original signed bid via e-mail.

All bids must be received at or before the time specified and at the place designated for the bid opening. A late bid will not be eligible for consideration unless no bids were received when due.

All bids and accompanying documentation submitted in response to this IFB will become the property of OPRHP and will not be returned. The resulting contract will include a copy of the specifications and the successful Bidder's Bid.

Bid submissions MUST be addressed to the designated contact listed on the cover page of this IFB.

#### *2.7.1 Hardcopy Bids*

The bid shall be submitted in a sealed envelope marked in the lower left-hand corner with the following information:

PROPOSAL ENCLOSED IFB C003499 Humane Goose Control at Bethpage State Park Proposal Submission Due September 23, 2021, 3:00 PM ET
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#### *2.7.2 E-Mail Bids*

The bid shall be submitted via e-mail to [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov) with the subject of the e-mail clearly marked with the following information:

Proposal Enclosed – IFB C003499 – Humane Goose Control at Bethpage State Park – Due 09/23/21 3:00 PM ET
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## 2.8 Submission Requirements

### 2.8.1 Bid Requirements – to establish responsibility

A. A Statement of Experience which, at a minimum, must include the following information:

- The business name of the bidder and the legal entity under which the quote is being submitted.
- The number of years the bidder has been providing services under the present business name.
- Any other name(s)/business entity (entities) under which the bidder has conducted similar business and the number of years' services were provided under that/those name(s).

B. The information requested in *Section 2, Minimum Requirements* of this document.

### 2.8.2 Completed Forms

- Attachment 1 - Bid Form
- Attachment 2 - Lobbying Law Certification
- Attachment 3 - Non-Collusive Bidding Certification
- Attachment 4 - Public Officers Law Form
- Attachment 5 - Encouraging Use of New York State Businesses in Contract Performance
- Attachment 6 - NYS Finance Law §139-I and Executive Order No. 177 Certification
- Attachment 7 Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement
- Attachment 8 - Vendor Responsibility Attestation
- Attachment 10 - References
- ST-220-CA: Contractor Certification to Covered Agency

## 2.9 Tie Bids

In the event there is a tie in the Grand Total Bid, final determination will be made by the Commissioner of OPRHP.

## 2.10 Modification or Withdrawal of Bids

Bid modifications that are submitted in writing and signed by an authorized representative of the bidding firm will be considered for award if received at the place of the bid opening any time prior to the scheduled bid opening. Bids may be withdrawn or cancelled prior to the scheduled bid opening. A bid may be rejected by OPRHP: if it shows any alteration of terms, conditions or requirements; for any other irregularities; if it is incomplete, or if it offers an alternate bid not invited by the specifications.

### **3. Administrative Requirements**

With the submission of a response to this Invitation for Bid, the Bidder agrees to the proposal conditional outlined in this section.

#### **3.1 Issuing Agency**

This IFB is issued by the New York State Office of Parks, Recreation and Historic Preservation, which is responsible for all criteria stated herein and for evaluation of all bids submitted.

#### **3.2 Solicitation**

This IFB is a solicitation to bid, not an offer of a contract.

#### **3.3 Liability**

OPRHP/The State of New York is not liable for any costs incurred by a Bidder in the preparation and production of any proposal, or for any work performed prior to the execution of a formal contract.

#### **3.4 State's Rights to Proposals**

By submitting a bid, the Bidder agrees not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. OPRHP reserve the right to exercise the following:

- Change any of the scheduled dates herein;
- Amend IFB Requirement(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all potential Bidders;
- Withdraw the IFB, at its sole discretion without any obligation or liability to any vendor;
- Eliminate any mandatory, non-material requirement that cannot be complied with by all of the prospective Bidders;
- Evaluate, accept and/or reject any and all bids, in whole or in part, and to waive technicalities, irregularities, and omissions if, in OPRHP's judgement, the best interests of OPRHP will be served. In the event compliant bids are not received, OPRHP reserves the right to consider late or non-conforming bids as offers;
- Require the Bidder to demonstrate, to the satisfaction of OPRHP, any information presented as part of their proposal;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offerer's proposal and/or to determine an Offerer's compliance with the requirements of this solicitation;
- Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the solicitation;
- Use proposal information obtained through OPRHP investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this IFB;
- Prior to the bid opening, determine a tie breaking mechanism for award of the Contract to serve the best interests of OPRHP and the State of New York;
- Negotiate with the successful Bidder within the scope of the IFB to serve the best interests of OPRHP and the State of New York;
- Conduct Contract negotiations with the next ranked responsible Bidder, should OPRHP be unsuccessful in negotiating an Agreement with the selected Bidder;
- Conduct negotiations with the next ranked responsible Bidder should the awarded Contractor fail to implement these Services upon approval of the Contract;

- If OPRHP terminates the Contract for non-performance, OPRHP reserves the right, with the approval of the Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submission within the first twelve months of the award;
- Utilize any and all ideas submitted in the bids received;
- Make an award under the IFB in whole or in part; and
- Seek revisions of bids.

Bids containing false or misleading statements, or which provide project contacts that do not support an attribute or condition claimed by a Bidder, may be disqualified from consideration. If, in the opinion of the Agency, a statement is intended to mislead the Agency in its evaluation of the bid, and the attribute, condition, or capability is a requirement of the IFB, the bid shall be disqualified from consideration.

### **3.5 Freedom of Information Law**

Your bid to OPRHP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain (1) trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of your organization, or (3) critical infrastructure information. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. If you identify information seeking an exemption from public disclosure due to the above-mentioned reasons such request will be reviewed and a determination will be made as to whether the information is exempt from disclosure under FOIL. However, such submissions seeking non-disclosure will not be considered unless it is accompanied with an explanation justifying the privilege. The State's determination may be appealed pursuant to POL §89(5)(c). Pursuant to POL §87(2)(b), the State, without having to request it, will redact information that "if disclosed would constitute an unwarranted invasion of personal privacy."

### **3.6 Bid Security**

Each Bidder's bid will be held in strict confidence by OPRHP/State of New York staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain approvals of those agencies for the final Contract and except as required by law.

Public inspection of the bids is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law). The bids are presumptively available for public inspection. If this would be unacceptable to Bidders, they should apply to OPRHP for trade secret protection for their bid.

The public officers' code of ethics (Section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he acquires during the course of his official duties. These standards control the confidentiality of a Bidder's bid unless OPRHP grants a petition for records access in accordance with the Freedom of Information Law.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by OPRHP or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for OPRHP employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

The provisions of the Freedom of Information Law will also govern the confidentiality of any and all products or services supplied by the successful Bidder.

### **3.7 Timely Submission**

The Bidders are solely responsible for timely delivery of their bid to the location set forth by the stated bid due date/time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

### **3.8 Bid Effective Period**

The Bidder's bid must be firm and binding for a period of at least 180 days following the bid due date.

### **3.9 Bid Opening**

Bids will not be opened publicly. OPRHP reserves the right at any time to postpone or cancel a scheduled bid opening.

### **3.10 Bidder Proposal Clarification**

Prior to award, OPRHP reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all Bidders deemed to be eligible for Contract award. Failure of a bidder to cooperate with OPRHP's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, OPRHP reserve the right to use information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this IFB.

### **3.11 Bid Evaluation and Selection**

See *Section 2.5, Method of Award*, regarding bid selection and evaluation methodology. Submitted bids may be reviewed and evaluated by any personnel or agents of OPRHP, other than one associated with a competing Bidder.

### **3.12 Contract Negotiations and Authorized Negotiators**

During contract negotiations, OPRHP must have direct access to Bidder personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiators will operate.

### **3.13 Bid Review and Contract Approval**

The Contract resulting from this IFB will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

### **3.14 Debriefing Sessions**

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing.

Debriefing must be requested in writing by any bidder within fifteen (15) calendar days of OPRHP notifying the unsuccessful bidders that another vendor was selected.

A bidder's written request for a debriefing must be submitted to the designated contact listed on the cover of this IFB.

The debriefing will be scheduled within ten (10) business days of receipt of written request by OPRHP or as soon after that time as practicable under the circumstances.

### **3.15 Bid Protest Procedure**

OPRHP procedures for handling protests of bid awards are set forth in *Appendix D, Bid Protest Procedures*.

### **3.16 NYS Finance Law § 139-I**

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:<https://www.ny.gov/combating-sexual-harassment-workplace/> employers.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OPRHP may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

### **3.17 Conformance to IFB**

Any exceptions or objections to the terms, conditions, and requirements of this IFB are governed by, and to be submitted in accordance with *Appendix B, Section 10, Extraneous Terms*. Bidders are cautioned that any such exceptions or objections may render their bid non-responsive.

### **3.18 Encouraging use of New York State Business in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Each Bidder must complete and submit Encouraging Use of New York State Business in Contract Performance.

### **3.19 Bidder Assurances**

The Bidder warrants that it has carefully reviewed OPRHP's needs as described in the IFB and its attachments/supplements. Bidder also warrants that it has familiarized itself with OPRHP's specifications and that it can provide such services as described in the IFB and as offered in its Bid.

If awarded the contract, the Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State and local laws, rules, and regulations now or hereafter in effect.

The Bidder further warrants and affirms that the terms of this IFB and any resultant contract do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

### **3.20 Vendor Responsibility Questionnaire**

If this or any other contract you have with the State of New York is valued at \$100,000.00 or more, OPRHP requires that Vendor file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://osc.state.ny.us/vendrep/index.htm>. For direct VendRep System user assistance, the Office of State Comptroller's Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at <https://osc.state.ny.us/vendrep/index.htm> or may contact OPRHP or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Vendors must provide their New York State Vendor Identification number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's help desk at (866) 370-4672 or (518) 408-4672 or by e-mail at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

To be considered timely, questionnaires filed via the VendRep System require that a vendor certify a questionnaire no more than six months before the due date of the bid. If you are bidding on other state contracts in the future, you only have to update any changes that have occurred in the last six months or since the last time you updated your questionnaire, (you do not have to completely fill out a new questionnaire unless you have made a major change to your company).

### **3.21 Tax Law §5-A**

Tax Law §5-a is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where: (1) the total amount of such persons' 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, subcontractors, or affiliates of 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; and (2) the contracts or agreements with State agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect State sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Upon notice of potential award, the responsive Bidder may be required to submit, within ten business days of receipt of the notice, the New York State Tax Law §5-A Contractor Certification Forms (ST-220-

CA and ST-220-TD). Failure to respond may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms to ensure compliance with the law.

Bidders may call the DTF at (800) 972-1233 for any and all questions relating to Tax Law §5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website [www.tax.ny.gov](http://www.tax.ny.gov).

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## **4. Contractual Requirements**

With the submission of a response to this Invitation for Bids, the Bidder agrees to all contract conditions outlined in this Section except that Bidders may propose changes as allowable in *Appendix B, Section 6, Extraneous Terms*.

### **4.1 Appendix A Standard Clauses for New York State Contracts**

The terms of *Appendix A, Standard Clauses for New York State Contracts*, attached hereto, are hereby incorporated into this IFB and any resulting contract. The contractor is required to adhere to all clauses.

### **4.2 Appendix B General Specifications for OPRHP Contracts**

The terms of *Appendix B, General Specifications for OPRHP Contracts*, attached hereto, are hereby incorporated into this IFB and any resulting contract and shall govern any situations not covered by this IFB or *Appendix A*.

### **4.3 Appendix C Participation by Minority Group Members and Women with Respect to State Contracts**

Not Applicable.

### **4.4 Order of Precedence**

In the event of any inconsistency in or conflict among the document elements of the future contract identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below:

- A. Appendix A Standard Clauses for New York State Contracts
- B. Appendix B General Specifications for OPRHP Contracts
- C. Executed Agreement
- D. IFB, including all other associated Appendices, Attachments, Addenda and Questions and Answers
- E. Contractor's Bid in Response to the IFB

### **4.5 Procedures for Amendments**

See *Appendix B, Section 31, Modification of Contract Terms*.

Any request by the contractor to change or amend any part of the contract shall be made, in writing, to OPRHP and may be subject to approval by the Office of the State Comptroller and/or the Office of the Attorney General.

### **4.6 Conflict of Interest**

The Contractor will be responsible for establishing procedures to identify potential conflicts of interest. If during the term of this Agreement, and any extensions thereof, the Contractor becomes aware of an actual or potential relationship which may be considered a conflict of interest, the Contractor shall immediately notify the State in writing and disclose the nature of the potential conflict of interest in the manner prescribed by the State. The State will have sole discretion in evaluating the nature of the identified conflict of interest and will make the final decision regarding its resolution.

#### **4.7 Litigation Support**

In the event that the Agency becomes involved in litigation related to the subject matter of the resulting contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation may be negotiated.

#### **4.8 Interpretation & Disputes**

Any dispute arising from this IFB, or from any resulting contract, shall be submitted in writing within seven (7) business days after the issuance of the award recommendation letter, to the Designated Contact provided on the cover of this IFB.

#### **4.9 Indemnification**

The Contractor agrees to indemnify, defend, save, and hold harmless the State of New York, OPRHP, and their officers, employees and agents of and from any claims, demands, actions, or causes of action of any kind arising out of the services of the Contractor provided for in this agreement.

#### **4.10 Equal Employment Opportunities**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State office of Parks, Recreation and Historic Preservation within seventy-two (72) hours after the date of the notice by the New York State office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.
  3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the New York State office of Parks, Recreation and Historic Preservation may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment

opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Staffing Plan

To ensure compliance with this Section, for those contracts reaching \$250,000 or greater, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the New York State Office of Parks, Recreation and Historic Preservation on a monthly/quarterly basis during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors.
- 3) Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

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

#### **4.11 Relationship as Independent Contractor**

The relationship of the Contractor to OPRHP is that of an independent contractor, and the Contractor, in accordance with its status as such, covenants and agrees that it will conduct itself in a manner consistent with such status, that it will not hold itself out as an agent of OPRHP by reason of this agreement, and that no employee of Contractor, by reason of this agreement, will claim to be an officer or employee of OPRHP or make any claim, demand, or application for any benefit, right, or privilege applicable to employees of the State of New York.

#### 4.12 Payment Requirements

The Contractor's compensation will be based on the Contractor's response to this IFB.

If applicable, payment requests shall be made on forms mutually agreed upon by the Contractor and the Agency and shall include appropriate back-up documentation to support the request for payment. All payments will be made in accordance with Article XI-A of the State Finance Law.

All requests for payment must include an explanation and breakdown showing determination of all charges.

The Agency pays charges after the services and or/products are provided and does not pay in advance for these services and/or products. Fees paid for which it is subsequently determined that the Contractor was not entitled must be reimbursed to the Agency, and the Agency may do so by subtracting such fees from any payments that later become due to the Contractor under the Contract.

Payment shall be made as follows:

- A. The Contractor shall submit to OPRHP for its approval, and for the audit and warrant of the State Comptroller, a proper invoice, receipts, and documents that verify the Contractor's expenditures as directed by OPRHP. The Contractor shall reference the contract number on the invoice.
- B. Invoices should be submitted for services rendered and for acceptance by OPRHP on a monthly basis to the following designated payment office:

Katherine Thomas  
New York State Parks – Long Island Region  
PO Box 247  
Babylon, NY 11702

[Katherine.Thomas@parks.ny.gov](mailto:Katherine.Thomas@parks.ny.gov)

- C. Contractor shall provide complete and accurate billing invoices to OPRHP in order to receive payment. Billing invoices submitted to OPRHP must contain all information and supporting documentation required by the Contract, OPRHP, and the State Comptroller. Payment for invoices submitted by the Contractor shall be sent to the address listed on the W-9 submitted by the Contractor with the returned, signed contract. In order to expedite payment, the Contractor may register for Electronic Funds Transfer by updating its registration with the Vendor Management Unit in the Office of the State Comptroller. Vendor support information is available at <http://www.sfs.ny.gov> as well as [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) and toll-free at (855) 233-8363.
- D. Contractor shall agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

#### 4.13 CPI Price Adjustments

On each anniversary date of the Contract, the Contractor may request a rate change (increase or decrease) based upon the fluctuation in the latest published copy of the Consumer Price Index that is applicable to this service (all urban consumers, Northeast region, not seasonally adjusted, all items, <https://data.bls.gov/cgi-bin/surveymost?cu>, Northeast Region All Items, 1982-1984=100 - CUUR0100SA0).

This index is published monthly by the US Bureau of Labor Statistics and posts statistics that include the preceding twelve (12) months service period. Some contract rates may not change; however increases or decreases will be based on the applicable CPI and may not exceed 5% of the contract rate paid during the prior term. The percentage change from 12 months prior for any goods or services listed in the CPI will be used to calculate the applicable rate increase or decrease.

Ninety days prior to the anniversary date, the contract rate will be reviewed using the CPI as a cost basis. The percentage change in price from the 15 months prior to the anniversary date will be used to calculate the applicable contract rate.

For example, if the anniversary date of the contract is April 1, 2020, the January 2020 CPI would be compared to the January 2019 CPI to calculate the rate. If the CPI lists a price that has risen in the prior 12 months, the contract rate may be adjusted by that percent change.

##### Sample Calculation

CPI for January 2020	262.188
Less CPI for January 2019	258.073
Equals index point change	4.115
Divided by previous period CPI	0.016
Result multiplied by 100 = Rounded Percent Change	1.57

The Contractor is solely responsible for notifying OPRHP that the Contractor wishes to receive the CPI rate change and to submit a request in writing to OPRHP at [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov) for the adjusted rate on the contract anniversary date.

Should the Contractor fail to make a written request to OPRHP at [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov) within ninety (90) days after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but OPRHP shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

CPI rate adjustments made pursuant to this section should only pertain to non-labor items (i.e. supplies and materials) or labor rates not covered under IFB Section 4.20 Prevailing Wages / Payroll Certification (if applicable).

#### 4.14 Prime Contractor/Subcontractor

The successful Bidder shall act as prime Contractor under the Contract and shall be held solely responsible for Contractor performance by the Bidder, its partners, officers, employees, Subcontractors and agents. The Bidder shall be responsible for payment of all Subcontractors and suppliers, including all third-party service providers contracted by or through the Bidder in performance of the Contract.

Where Services are supplied by or through the Contractor under the Contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents or other monies due third parties for Services or materials provided under the Contract.

#### **4.15 Diesel**

Contractor certifies and warrants that all heavy-duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used under this Contract will comply with the specifications and provisions of ECL section 19-0323, as well as any regulations promulgated pursuant thereto, including NYCRR Part 248; which, requires the use of Best Available Retrofit Technology (BART) and Ultra-Low Sulfur Diesel (ULSD) fuel.

#### **4.16 Advertising**

The Contractor agrees not to use the Agency's name, logos, images, or any data or results arising from this procurement process or Contract as a part of any commercial advertising without prior written approval by OPRHP.

#### **4.17 Termination Provisions**

In addition to the provisions for termination set forth in Appendix B, Section 51, Termination, the following apply:

##### *4.17.1 Lobby Law Termination Provision*

OPRHP reserves the right to terminate this contract in the event it is found that this certification filed by the Contractor, in accordance with NYS Finance Law 139-k, was intentionally false or incomplete. Upon such finding, OPRHP may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

##### *4.17.2 Termination Pursuant to Tax Law §5-a*

the Agency 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 was not timely filed during the term of the Contract, or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Agency may exercise its termination right by providing written notification to the Contractor.

##### *4.17.3 Termination Pursuant to Vendor Responsibility (for Non-Responsibility):*

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

#### **4.18 Vendor Responsibility Provisions**

The State must conduct business only with responsible entities.

##### *4.18.1 General Responsibility*

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

##### *4.18.2 Suspension of Work (for Non-Responsibility)*

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

activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

#### **4.19 Insurance Requirements**

OPRHP insurance requirements are set forth in *Appendix F, Insurance Requirements*.

#### **4.20 Prevailing Wages / Payroll Certification**

Not Applicable.

#### **4.21 Contractor's Compensatory Liability**

If the Contractor fails to complete any of the specified services within the timeframe required, OPRHP reserves the right to have such work completed either by another company or with in-house staff. In any such event, the Contractor shall be liable to reimburse OPRHP for all costs incurred to complete the work. OPRHP further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

#### **4.22 Warranties**

Contractor warrants that the services acquired under the resultant contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under the resultant contract shall be warranted for a minimum of one year. Where the Contractor, Product manufacturer, or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in the resultant contract shall survive the termination of the resultant contract.

#### **4.23 Security Procedures**

Please note OPRHP locations may have on-site security policies that must be followed. The Contractor will work with OPRHP to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on valid driver license or photo identification), vehicle make, model and license plate, etc. to OPRHP.

#### **4.24 Travel, Meals and Lodging**

Not Applicable.

#### **4.25 Damages**

It is the Contractor's responsibility to replace or repair any property lost or damaged in the course of performing the contract through no fault of OPRHP. If, during the term of the contract, loss or damage to property occurs through no fault of OPRHP, OPRHP has the right to withhold monies from the Contractor equivalent to the costs of the loss or damage sustained until the property is returned by the winning bidder to the condition immediately preceding the loss or damage, either by repair or replacement. OPRHP will not be liable for any deductible through any claim and retains the right to inspect and reject insufficient repairs.

#### **4.26 Contract Staffing Requirements**

The awarded bidder shall provide capable personnel to effectuate the business relationship, discovery, implementation, and ongoing services of the resultant contract. Any changes to the Contractor's project team must be approved by OPRHP. The contractor shall provide for the continuity of the responsibilities of any position that must be reassigned or replaced with a qualified replacement made available within

ten (10) business days, subject to the review and approval by OPRHP. Should the need arise to make substitutions for any member of the project team, the Contractor will promptly provide resumes of comparably experienced staff for OPRHP's review and approval.

#### **4.27 Additional Consultant Hours**

Not Applicable.

#### **4.28 Vehicles**

Vehicles to be used in the performance of this service will be clearly marked as property of the Contractor and will travel to and from the service areas strictly in accordance with the directions and/or maps furnished by park staff.

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## **Appendix A - Standard Clauses for New York State Contracts**

# **October 2019 PLACEHOLDER**

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## **Appendix B - General Specifications for OPRHP Contracts**

# **PLACEHOLDER**

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## Appendix D - Bid Protest Procedures

It is the policy of the Office of Parks, Recreation and Historic Preservation (OPRHP) to provide bidders with an opportunity to administratively resolve disputes or inquiries related to OPRHP contract awards. Bidders are encouraged to seek resolution of disputes through consultation with the Designated Contact(s). After being notified of the results of this contract opportunity, any entity or individual that participated in the procurement may submit a protest of the resulting contract award.

OPRHP reserves the right to suspend, modify, or cancel this procurement at any time during the procurement process. OPRHP also reserves the right to waive or extend the deadlines in this procedure.

### **Submission of Formal Written Protests**

Protests must be received by the Designated Contact no later than five (5) business days after a debriefing or ten (10) business days after the written notice of selection or non-selection for contract award, whichever is later.

Protests must be submitted in writing, clearly marked as a protest on the envelope or in the email subject line, and include the following information:

1. Solicitation or contract number
2. Name, address, email address and telephone number of the filer
3. Detailed statement of the legal and factual grounds for the protest
4. Statement of the relief requested
5. Copies of relevant documents

### **Agency Response**

Within 30 business days of receipt of a protest, OPRHP's protest officer (the Director of Audit or her designee) will respond with a protest determination stating the agency's decision on the protest and the reasoning on which it is based. In making a determination, the protest officer will consider the legal and factual grounds stated in the protest, consult with the Designated Contact and appropriate program staff, and review all relevant documents.

### **Finality: Appeal**

For contract opportunities subject to the approval of the Office of the State Comptroller, the protesting party may appeal OPRHP's protest determination to the Office of the State Comptroller in accordance with the regulations contained in Part 24 of Title 2 of the New York Codes, Rules and Regulations.

For contract opportunities that are not subject to the approval of the Office of the State Comptroller, OPRHP's protest determination is the conclusive and final determination of the protest.

Nothing in these bid protest procedures is intended to limit or impair the rights of any bidder to seek and pursue remedies of law through the judicial process.

## Appendix F – Insurance Requirements

Prior to the start of this Agreement, the Contractor shall procure, at its sole cost and expense, all insurance coverage required by this Appendix. During the term of this Agreement, the Contractor shall maintain in force any and all policies of insurance required by this Appendix.

All policies of insurance required by this Appendix shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York (“Authorized Carriers”) with an A.M. Best Company rating of “A-” Class “VII” or better. 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 the Office of Parks, Recreation and Historic Preservation (OPRHP) and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

The Contractor shall deliver to OPRHP evidence of such policies in a form acceptable to OPRHP. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OPRHP does not and shall not be construed to relieve Contractor of any obligations, responsibilities, or liabilities under any contract resulting from this solicitation.

All policies of insurance required by any contract resulting from this solicitation must meet the following requirements:

- All required policies of insurance shall be endorsed to name the “State of New York, Office of Parks, Recreation, and Historic Preservation, and their officers, employees, and agents” as an additional insured.
- Forms shall be filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy.
- Forms shall be signed by an authorized representative of the reference insurance carriers.
- Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.
- Forms shall refer to the contract number resulting from the solicitation.
- Upon renewal of insurance coverage, the Contractor shall submit to OPRHP current proof of insurance.
- All required policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State.
- If the policy is written on a claims-made basis, Contractor must submit to OPRHP an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.
- All required policies shall be written such that OPRHP is afforded at least thirty (30) calendar days’ prior notice of cancellation, modification or renewal of coverage.
- The Contractor shall notify OPRHP of any claims arising from the activities or operations under this Agreement as soon as practicable, but in no event more than five (5) business days from the Contractor’s receipt of notice of the accident or claim.

### **Subcontractors**

Contractor shall require any of its subcontractors retained in relation to this Agreement to meet the requirements of this Section, including but not limited to naming the “State of New York, Office of Parks, Recreation, and Historic Preservation, and their officers, employees, and agents” as additional insureds on all required policies of insurance. Prior to the commencement of any work, an Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor by their subcontractor and shall be provided to OPRHP upon request.

### **Insurance Coverage Types and Minimum Policy Limits**

Contractor shall procure the types of insurance coverage and minimum liability limits set forth below. Contractor may meet the required insurance coverage limits through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and/or upon request.

A. **Commercial General Liability** Said policy shall cover the liability of the Contractor for bodily injury, property damage, premises liability and personal/advertising injury from all work and operations under any contract resulting from this solicitation. The limits under such policy shall not be less than the following:

- Each Occurrence limit \$2,000,000.00
- General Aggregate \$2,000,000.00
- Products/Completed Operations \$2,000,000.00
- Personal Advertising Injury \$1,000,000.00
- Damage to Rented Premises \$50,000.00
- Medical Expense \$5,000.00

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85 or an equivalent – Additional Insured – Owner, Lessees or Contractors (Form B)
- c. Waiver of Subrogation

B. **Comprehensive Business Automobile Liability Insurance.** Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident. Said policy shall cover liability arising out of any automobile used in connection with performance under this Agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates.

If the Contractor does not own, lease, or hire any automobiles used in connection with performance under this Agreement, the Contractor is not required to obtain Comprehensive Business Automobile Liability Insurance.

### **Workers' Compensation and Disability Benefits Insurance**

Prior to the start of this Agreement, the Contractor shall provide OPRHP with proof of Workers' Compensation Insurance and Disability Benefits Insurance. The following are the only acceptable means of proof; ACORD forms are NOT acceptable proof of coverage.

<b>Acceptable Proof of Workers' Compensation</b>	
CE-200	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	NYS Insurance Fund Certificate
GSI-105.2	Certificate of Participation in Workers' Compensation Group Board - approved self-insurance
SI-12	Certificate of Workers' Compensation Self-Insurance

<b>Acceptable Proof of Disability Benefits</b>	
CE-200	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage

DB-120.1	Certificate of Disability Benefits Insurance
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For more information about Workers' Compensation and Disability insurance, log onto the Workers Compensation Board website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us) or call them toll-free at 1-866-546-9322.

The remainder of page intentionally left blank.

# Attachment 1 - Bid Form

Method of Award is based on the lowest Grand Total Cost to OPRHP from a responsive and responsible vendor.

The figures shown below represent OPRHP's best estimate, included for bidding purposes. OPRHP guarantees no minimum or maximum amount of work. Payment to awarded contractor will reflect only work completed. All ancillary costs **must** be included in rates bid. To submit a bid, please enter your price(s) below, being mindful of any required mathematical extensions (e.g. multiplied by quantities/frequency, etc.). **All figures must be rounded to two decimal places.**

#	Service Months	A	B	A × B
		Total Estimated Hours	Rate Bid	Total Cost
1	March, April, and September	1,365		
2	May – August	630		
3	October – February	3,080		
4	Additional "On-Call" Hours	500		
Grand Total Cost to OPRHP (1 + 2 + 3 + 4)				

**Note:** All bids must be valid for at least 180 days.

Bidder Certification			
By completing this bid form, the Bidder certifies that it has carefully examined the bidding and contract documents, has a full understanding of ORRHP's requirements, and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract at the bid price offered, if so awarded.			
Company Name:		Federal ID No.:	
Doing Business As:		SFS ID No.:	
Address:		City	
		State	
		Zip Code	
Name of Official:		Title:	
E-Mail		Telephone:	
_____		_____	
Signature		Date	

**Bidder Certification Signature shall be completed in ink.**

## Attachment 2 – Lobbying Law Certification

Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or use identifier that is pertinent such as “Invitation for Bid” or “Request for Proposal”, etc.] includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest posting, on a Governmental Entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerers intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller (“Restricted Period”) [conform for pertinent government entity] to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation [or conform to whatever location is used to identify Designated Contacts]. Governmental Entity employees [conform for pertinent government entity] are also required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found [conform for how will provide copies of the rules, regulations, guidelines or procedures].

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

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**

The Governmental Entity 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 Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

The Office of State Parks, Recreation and Historic Preservation (OPRHP) includes this 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 OPRHP unit conducting the Governmental Procurement.

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 mark):

No  Yes

If yes, please answer the next questions:

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

(attach 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 mark):  
 No  Yes
6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_  
 Date of Finding of Non-responsibility: \_\_\_\_\_  
 Basis of Finding of Non-Responsibility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(attach additional pages as necessary)

<b>Lobbying Affirmation and Certification</b>	
Offerer affirms that it understands and agrees to comply with the procedures of the OPRHP relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k, §139-j(3) and §139-j(6)(b), §139-k(5) is complete, true and accurate.	
Company Name: _____	
Doing Business As: _____	
Address: _____	City _____
	State _____
	Zip Code _____
Name of Official: _____	Title _____
E-Mail _____	Telephone: _____
_____	_____
Signature	Date

## Attachment 3 - Non-Collusive Bidding Certification

The undersigned hereby certifies his or her compliance with the following:

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of 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;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not 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; and
- C. 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.

1. Within the previous four years, has the bidder been found non-responsible by a government entity? (Please mark):  
 No  Yes
2. If "yes," was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (Please mark)
3.  No  Yes - If yes, please explain on a separate sheet.

Certification	
The undersigned has carefully examined the bidding and contract documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law * is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, OPRHP reserves the right to terminate the resulting contract.	
Company Name:	
Doing Business As:	
Address:	City
	State
	Zip Code
Name of Official:	Title
E-Mail	Telephone:
_____ Signature	_____ Date

\* Relevant to transactions with an annualized value in excess of \$15,000.

## Attachment 4 - Public Officers Law

THE FOLLOWING PROHIBITIONS PERTAIN TO THE SALE OF GOODS AND SERVICES BY STATE EMPLOYEES TO NEW YORK STATE AGENCIES PURSUANT TO THE NYS PUBLIC OFFICERS LAW § 73(4)

**Current State Employees** - Current employees of New York State cannot sell goods or services valued at \$25 or more to any state agency, either as a private contractor or through a company in which that employee holds ownership of at least 10%, unless the procurement opportunity is first advertised in the NYS Contract Reporter and competitively bid.

**Former OPRHP State Employees** - Former employees of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) cannot sell goods or services to OPRHP under any circumstance for two (2) years following the date they leave OPRHP's employ. This applies only to OPRHP and OPRHP's employees, and does not preclude a former employee of another state agency from selling goods or services to OPRHP within two years following the last date of that person's state employment.

**Please check ( X ) as appropriate, sign and date.**

- I am currently a state employee, and:
- am a private contractor.
- own at least 10% of the company that is being asked to provide goods or services to OPRHP.
- I am a former OPRHP employee, and my service with OPRHP ended less than two (2) years prior to the date of my signature below.
- None of the above apply.

Certification	
Company Name:	
Doing Business As:	
Name of Official:	Title
E-Mail	Telephone:
_____	_____
Signature	Date

Please complete this form and return it with your bid

July 2021



# Attachment 6 - NYS Finance Law §139-I and Executive Order No. 177 Certification

## State Finance Law § 139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

## Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

<b>Certification</b>	
By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.	
Company Name:	
Doing Business As:	
Name of Official:	Title
E-Mail	Telephone:
_____	_____
Signature	Date

# Attachment 7 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

## M/WBE and EEO Policy Statement

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO** (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ By \_\_\_\_\_  
Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison (Name of Designated Liaison), responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

## M/WBE Contract Goals

- 0 % Minority and Women's Business Enterprise Participation
- 0 % Minority Business Enterprise Participation
- 0 % Women's Business Enterprise Participation

## Attachment 8 – Vendor Responsibility Attestation

If this or any other contract you have with the State of New York is valued at \$100,000.00 or more, Office of Parks, Recreation and Historic Preservation (OPRHP) requires that Vendor file the required Vendor Responsibility Questionnaire.

To comply with the Vendor Responsibility Requirements outlined in Section 6.20, Administrative. Vendor Responsibility Questionnaire, I hereby certify:

**Choose One:**

- The total value bid/proposed is less than \$100,000; therefore, a Vendor Responsibility Questionnaire is not required at this time.<sup>1</sup>
- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months. <https://www.osc.state.ny.us/state-vendors/vendrep/profit-non-construction-questionnaire>
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations. [https://www.osc.state.ny.us/vendrep/documents/vendrep/document\\_requirements.pdf](https://www.osc.state.ny.us/vendrep/documents/vendrep/document_requirements.pdf)

Certification	
Company Name:	
Doing Business As:	
Name of Official:	Title
E-Mail	Telephone:
<p>_____</p> <p style="text-align: center;">Signature</p>	
<p>_____</p> <p style="text-align: center;">Date</p>	

January 2019

<sup>1</sup> If during the term of the contract the value exceeds \$100,000 due to an amendment or extension, a Vendor Responsibility Questionnaire may be required.

# Attachment 9 - No Bid Form

If your firm has chosen not to bid on this procurement opportunity, please use the space below to briefly explain why and return this form to [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov) or mail hardcopy to:

Office of Parks, Recreation and Historic Preservation  
Contract Bureau  
625 Broadway  
Albany, NY 12207

Reason(s):

Certification	
Company Name:	
Doing Business As:	
Name of Official:	Title
E-Mail	Telephone:
_____	_____
Signature	Date

## Attachment 10 – References

**Bidder Name:**

Per IFB Section 1.3 Minimum Requirements, please provide three (3) satisfactory client references for whom the Bidder has performed services similar to those defined in this IFB in the past five (5) years. Please provide phone number, email, and address for all references.

### Reference 1

Company/Organization Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
E-Mail Address:	
Timeframe of Services Provided:	
Brief Description of Services Provided:	

### Reference 2

Company/Organization Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
E-Mail Address:	
Timeframe of Services Provided:	
Brief Description of Services Provided:	

### Reference 3

Company/Organization Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
E-Mail Address:	
Timeframe of Services Provided:	
Brief Description of Services Provided:	

## **ST-220-CA Contractor Certification to Covered Agency**

# **PLACEHOLDER**

This and the following pages are placeholders for the PDF version of this form. When this IFB is finalized, these pages will be removed, and the official PDF of this form will be inserted here.



## **ST-220-TD Contractor Certification**

# **PLACEHOLDER**

This and the following pages are placeholders for the PDF version of this form. When this IFB is finalized, these pages will be removed, and the official PDF of this form will be inserted here.





