



# Parks, Recreation and Historic Preservation

## Invitation for Bid

<b>Title:</b> Water Treatment Service for Riverbank State Park	
<b>Contract Period/Term:</b> 09/15/2020 to 09/14/2025, 5 Years	<b>Number:</b> C003503

Designated Contact(s)	
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IFB Timeline	
Action	Date/Time
IFB Release	06/15/2020
Optional Site Visit	07/07/2020 11:00 AM EST
Questions Deadline	07/14/2020 3:00 PM EST
Questions Response	Approximately 07/17/2020
Bids Due	07/24/2020 3:00 PM EST
Tentative Award	Approximately 07/31/2020
Contract Start Date	Approximately 09/15/2020

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## 1. Introduction

### 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 Purpose

OPRHP is soliciting bids from established contractors to provide a complete water treatment program that will protect critical equipment and piping from deterioration due to corrosion and fouling of waterside surfaces while allowing this equipment to operate at optimum efficiency. Through this program OPRHP hopes to reduce the overall energy/utility consumption through improved heat transfer efficiency and water quality. This is accomplished by reducing system contamination, as well as minimizing scale, corrosion, fouling and microbiological growth, which create deposits on heat transfer surfaces. In addition, we hope to minimize the repair and maintenance costs associated with the replacement and cleaning of equipment due to scale, corrosion, fouling and microbiological activity.

### 1.3 Current State

Riverbank State Park includes a covered skating rink for roller skating in the summer and ice-skating in the winter. Ice-skating season begins October each year and ends in March the following year. During this period, the open cooling tower used for condensing unit of the chillers are required to be serviced and filled with portable water. At the end of the ice-skating season, the cooling tower is drained, and the glycol remains in the loop.

In August 2015, New York City and New York State created new requirements for owners of buildings with cooling towers. The City's requirements became Local Law 77 of 2015. Local Law 77 requires registration, inspection, cleaning, disinfection and testing of all New York City cooling towers. Local Law 77 also requires that building owners annually certify that they are in compliance with the law. The standards for these requirements are specified in the subsequent New York City Health Code, Title 24, Chapter 8, developed by the New York City Department of Health and Mental Hygiene (DOHMH). Chapter 8 of the Health Code also describes mandatory maintenance and other long-term management procedures. Besides DOHMH, the New York City Department of Buildings (NYCDOB) is also involved in the City's requirements; for example, building owners submit cooling tower registrations to NYCDOB. They also certify that they are complying with Local Law 77 with NYCDOB annually.

## 2. Minimum Requirements

OPRHP is seeking bids from experienced contractors who are active in water treatment service on an open cooling tower containing water used in a condensing unit of chillers and have 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 while conducting the services pertaining to this IFB.

To be deemed qualified and responsive, bidders must meet the following requirements and provide evidence of such with their bid submission:

- Using Attachment 12 References, 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.
- Evidence supporting at least two (2) years of prior experience in the business of Water Treatment Services.
- Bidder must provide evidence of at least one (1) technician that currently has five (5) years' experience in water treatment service and that is a certified Pesticide Applicator Category G.
- Bidder must provide a sampled water analysis and interpretation report done within the last two (2) years that is considered typical for closed and open systems.

## 3. IFB Requirements

### 3.1 Overview

The contractor will provide all products and services necessary in the performance of this contract including chemicals, testing reagents, log sheets, and training. The training is to include legionella awareness, chemicals and their uses, material safety data sheet awareness, etc.

Service is the moving of treatment chemicals to required areas, testing of all treated systems, repair and/or replacement of chemical dosing equipment (such as the smart controller, pumps, solenoid valves, probes, flow switches, tubes, etc.), preparation of log sheets, inventory review, inspection of chemical feed equipment to verify proper operation and maintenance, repair and general equipment inspections.

### 3.2 Optional Pre-Proposal Site Visit

The Optional Pre-Proposal Site Visit will be held at:

Denny Farrell Riverbank State Park  
679 Riverside Drive, New York NY 10031

The Site Visit will be held on the date and time indicated in the IFB Timeline. Attendance at the Pre-Proposal Site Visit is OPTIONAL. Proposers must notify the designated contact by the date/time indicated in the IFB Timeline to be allowed to attend.

### 3.3 Service Requirement

#### 3.3.1 Equipment on Site

- A. Two (2) Chillers Manufactured by Trane
  1. Model # RTWD (Water-cooled Series R Chiller)
  2. Serial # U17D08056 and U17D08057
  3. Refrigerant (R-134a)

4. 460 volts
5. 3-phase
6. 60hz
7. 250 tons each

- B. One (1) Marley Cooling Tower with Twin Cell
  1. Model # MD5008AF2LGAF
  2. Serial # MD10135439-A1
- C. One (1) Smart Controller with three (3) LMI Pumps

### 3.3.2 Description of Work

OPRHP is seeking a contractor to perform the following:

- A. Cleaning and disinfection of the cooling tower. This shall be done in the month of **October** (during start-up of the chillers) and after shut-down of the chillers in **March**. Actual dates to be coordinated with OPRHP.
- B. Legionella Culture Sampling and Analysis, consisting of: collecting samples, obtaining culture testing, and providing interpretation of the culture result. This shall be **done first within two weeks of activating the cooling tower** for start-up of the chillers in the month of October, and **thereafter once every 90 days until the end of the season (March)** when the chillers and cooling towers are shut down. Sampling and testing shall be no less than three times within the ice-skating season.
- C. Bacteria culture sampling, analysis, testing and treatment of water, and testing of ethylene glycol as per specifications described within this IFB. This shall be done at least **once every 30 days (that is, monthly) from October through March** during the ice-skating season at Riverbank State Park.
- D. Provide two (2) hours of training to building personnel annually at the beginning of the agreement period on the implementation and control of the water treatment program.
- E. Service and calibrate one Smart Controller (as manufactured by Advantage Controls – Model#: XSCPRF3E8-H1N4W4) and three LMI pumps (Model #: CWP041-358TI), probes, and flow switches used for water treatment.
- F. The Contractor shall provide a 24 hour, 7 days a week call number for when there is an emergency such as when legionella is isolated or there is a county/state emergency for the area. The vendor is required to respond within 12 hours of receiving a call identified as emergency.

All samplings, tests, treatments, and interpretation of results shall meet with Part 4 of the New York State Sanitary Code. Vendor must use a laboratory approved by the New York State Environmental Laboratory Approval Program (ELAP).

<https://www.wadsworth.org/regulatory/elap/certified-labs>

### 3.3.3 Contractor Responsibilities

The awarded contractor will provide a complete water treatment program for existing equipment that will prevent critical equipment and piping from deterioration due to corrosion and fouling of waterside surfaces, while allowing this equipment to operate at optimum efficiency.

#### A. General Responsibilities

The contractor shall furnish effective products based on specifications. The contractor will be responsible for:

- Providing a program that includes industry accepted corrosion and deposit control as outlined in the specification.

- Provide professional, knowledgeable and involved service personnel to train, monitor, and oversee all aspects of the contracted services.
- Communicate appropriate recommendations with quantifiable business-oriented justifications.
- Provide written reports that include the required weekly data to indicate the systems compliance with all applicable water characteristics and control limits.
- Comply with local, state and federal codes and the standards for chemical storage and discharge.
- The Contractor shall provide a manual outlining the control parameters, test instructions, product data sheets and material safety data sheets on each product with emergency protocols for chemical spills/injuries. Log sheets to enter data must be provided and maintained along with training for the plant personnel in properly running rests and keeping records.

B. Chemical Inventory:

- The Contractor shall maintain a minimum chemical inventory consisting of four (4) weeks consumption of liquid product for the open condenser systems, and sufficient inventory to maintain the closed glycol loop system between contractor site visits.
- The contractor shall note in the service report for each system the minimum and actual inventory level for each chemical product. If site inventory falls below the minimum inventory level, the contractor shall deliver sufficient product to the facility within 48 HOURS.
- Chemical inventory shall include product in chemical feed tanks and in shipping containers.

C. Monthly Service Reports:

For every routine site visit prescheduled the month in advance, the contractor shall deliver to the facility a written report ("service report") of all observations, findings and recommendations. The report shall be signed by the Contractor's representative submitting the report and the facility representative. Within 24 hours the Contractor shall submit by email to OPRHP a computer-generated service report. The service report must include a minimum:

- Test results for all open condenser systems and make up water will be for Ph, conductivity, chlorides (as ppm NaCl), molybdenum (as Na<sub>2</sub>MoO<sub>4</sub>), steel and cooper corrosion and scale inhibitors.
- Test results for all closed re-circulating system will be for Ph, conductivity and nitrite (as NaNo<sub>2</sub> ppm) and Glycol Percentage within the Ice Rink closed re-circulating system. Closed system shall be routinely tested at least once every season.
- Chemical control limits, ranges and Performance Objectives indicated in this specification, as applicable to the system and whether a parameter is in or out of control. Adjustments made or recommended by the contractor to chemical feed rates shall be noted on service report.

D. Out of Service Systems:

For any system that will be out of service for two (2) weeks or longer, including seasonal lay-up events, the contractor shall add or recommend sufficient chemical or provide corrosion, biological and fouling control for the duration of the lay-up period. The contractor shall test any system in lay-up mode for pH, conductivity and corrosion inhibitors immediately after lay-up treatment and at least once during the lay-up period. The results of the lay-up testing shall be noted in the service report.



E. Monthly Site Visits:

The frequency of visits shall be once a month from October through March for open condenser water system and the closed glycol loop system. During every routine service visit, the contractor shall:

- Check and note in the service report chemical inventories and order products as necessary to maintain minimum inventory levels.
- Review the entries in the operating engineers testing log since previous visit.
- Inspect chemical feed station and document observations and adverse conditions in the service report.
- Check the chemical feed equipment and monitoring equipment for proper calibration.
- Calibrate the sensors whenever the sensor reading deviates from the calibrated test meter result by 5%.
- Inspect the cooling tower basins noting water surface for foam, water turbidity, algae and basin deposits.
- Discuss and document any operating or water related issues that impact upon results with Park representative.

F. Comprehensive Season Reviews

At the end of the season and two weeks from the shutdown, cleaning and disinfection of the cooling tower, the Contractor shall conduct a comprehensive review of the water treatment program and submit it to the OPRHP representative. The review shall be in writing and must include the following:

- Laboratory analysis of each system consisting of the same chemical and microbiological parameters tested during routine service visits shall be performed by the Contractor.
- Action items completed by the Contractor during the season and recommendations for action items to be performed by contractor during the next season. Typical inclusions would be recommendations for filtration, training, equipment layout, water savings and operational considerations.
- A summary of service report data for each measured parameter, including a comparison to historical data in graphical format.
- Service Reports to be submitted to OPRHP designated representative.
- The results of the laboratory analysis with an explanation of any out of conformance conditions.

G. Using Biological Dip Slides for Bacteriological Testing

Maintain a colony forming units per milliliter (CFU/mL) of 10,000 or less in the open water system.

<b>Open Condenser Water Systems</b>	
Total Heterotrophic Planktonic Bacteria	Less than 10,000 colony forming units per mL (CFU/mL)
Sulfate Reducing Bacteria, Planktonic	none

H. Chemicals - Open Condenser Water Systems

Provide a concentrated liquid corrosion/scale/fouling-inhibiting formulation containing molybdate, azole, zinc, polymer and phosphonate without other materials in excess of allowable, local, effluent limits. Feed shall be automatic and maintained within these control ranges. At all condenser water systems, maintain system pH within a safe range (8.0 to 9.5) to optimize corrosion control and to minimize the potential for scale and

deposit formation. The inhibitor product shall contain dispersants to control fouling and suspended matter.

- Molybdenum, minimum 10ppm as Na<sub>2</sub>MoO<sub>4</sub>
- Azole, minimum 2ppm as TTA
- Stabilized Zinc, 1ppm to 3ppm as Zn
- Organic Phosphorus, 5ppm to 10ppm as PO<sub>4</sub>
- Polymer, minimum of 10ppm

I. Micro Biocides

The Contractor shall provide sufficient liquid product to control bacterial growth as indicated below. The water treatment program will consist of an oxidizing and non-oxidizing biocide as specified below. Provide the minimum/maximum levels in PPM, active ingredients, container size, material, type and recommended dosage schedule for the Biocide Program.

Active Ingredient	Levels in PPM	Dosage Schedule
Liquid stabilized bromine formulation	90ppm as product	Feed three times weekly for six hours to achieve 1ppm free halogen residual at the end of application period.
Liquid 45% glutaraldehyde formulation	120ppm as product	Feed one time weekly

J. Cycles of Concentration

- The Contractor shall maintain the systems at the control limit of 8-10 for cycles of concentration by means of the automatic conductivity controller.
- The Contractor shall adjust the control limit for cycles as necessary to maintain a non-scaling liquid while concurrently maintaining inhibitor and dispersant residuals within their respective control ranges.
- In order to justify the recommended cycles of concentration, the Contractor must provide an analysis of the open condenser make up water and must take into account the variations in water quality. Both water conservation and performance must be taken into consideration.

K. Condenser Water Disinfections

The Contractor shall provide sufficient oxidizing biocide, bio-dispersant and corrosion inhibitor to the open condenser water system to conduct two cooling tower disinfections annually based on the following protocol.

- Bio-dispersant shall be slug fed and circulated for a minimum of two hours followed by sufficient chlorine bleach to attain 10ppm free chlorine residual as CL<sub>2</sub> for six hours.
- The system(s) shall be drained or diluted to less than 1ppm free chlorine as CL<sub>2</sub> and recharged with corrosion inhibitor to twice the routine level.
- Supplemental azole shall be added immediately following the cleaning to achieve azole level of no less than 10 ppm as TTA.
- Provide sufficient anti-foam agent to control foaming in the cooling tower(s) for the entire procedure.

L. Closed Re-Circulating Systems (Ethylene Glycol)

For closed Glycol re-circulating system, provide a sodium nitrite-based, concentrated liquid inhibitor suitable for make-up quality and make-up rate and which will not cause or enhance bacteria/corrosion problems or mechanical seal failure due to excessive total dissolved solids.

- Glycol systems will be monitored every season by the Contractor.
- On-site testing will consist of, but not be limited to, pH, conductivity and glycol percentage and freeze protection using Glycol Refract Meter.

<b>Control Ranges to be Maintained</b>	
HVAC Ethylene Glycol	38% - 42% with testing performed at least once every season
Nitrite	600ppm to 800ppm as NaNO <sub>2</sub>
Azole	Minimum 10ppm as TTA
pH	8.5 to 10.5

### 3.4 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.

## 4. Instructions to Bidders

### 4.1 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
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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. Extraneous terms relating to Contract language in this IFB must be submitted with the Bid Proposal. 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.

### 4.2 Procurement Lobbying Guidelines

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between State Parks 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 State Parks 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. State Parks 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: Attachments 2 and 3.

#### **4.3 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.

#### **4.4 Notification of Intent to Bid/Not Bid**

##### *4.4.1 "No Bid" Submission*

If you do not intend to bid on this procurement, please complete Attachment 11: No Bid Form and send to the designed contact address listed on the cover of this IFB.

##### *4.4.2 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.

#### **4.5 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.

#### **4.6 Form of Bids**

The Attachment 1 - Bid Form shall be completed in ink. The grand total bid amount must be shown in both words and numeric form. In case of a discrepancy between the words and numerals, the price indicated in words shall govern. 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.

##### *4.6.1 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 C003503

Water Treatment for Riverbank State Park  
Proposal Submission Due July 24, 2020, 3:00 PM ET

#### 4.6.2 *E-Mail Bids*

The bid shall be submitted via e-mail with the subject of the e-mail clearly marked with the following information:

Proposal Enclosed - IFB C003503 – Water Treatment for Riverbank State Park - Due 07/24/20  
3:00 PM ET

## 5. **Submission Requirements**

### 5.1.1 *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.

### 5.1.2 *Completed Forms*

- Attachment 1: Bid Form
- Attachment 2: Lobbying Law Certification
- Attachment 3: Non-Collusive Bidding Certification
- Attachment 4 – Removed
- Attachment 5 – Removed
- Attachment 6: Public Officers Law Form
- Attachment 7: Encouraging Use of New York State Businesses in Contract Performance
- Attachment 8: NYS Finance Law §139-I and Executive Order No. 177 Certification
- Attachment 9: OSC Consultant Disclosure Reporting Requirements
- Attachment 10: Vendor Responsibility Attestation
- Attachment 12: References

## 5.2 **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.

No later than 45 days after the bid opening, OPRHP shall accept bids or reject all bids. 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.

## 5.3 **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.

## **6. Administrative Requirements**

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

### **6.1 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.

### **6.2 Solicitation**

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

### **6.3 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.

### **6.4 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 reserves 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 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.

If the Bidder asserts that any portion of the bid contains copyrighted material, trade secrets, or any other information in which the Bidder asserts a proprietary interest, such assertion should be explicitly stated in the bid, as provided in the *Agency Appendix B, paragraph 7*. Public access to material submitted by respondents to this IFB shall be governed by the relevant provisions of the Freedom of Information Law ("FOIL"), which constitutes Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

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.

## **6.5 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.

## **6.6 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.

## **6.7 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.

## **6.8 Bid Opening**

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

## **6.9 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 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.

## **6.10 Bid Evaluation and Selection**

See *Section 5.2, 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.

## **6.11 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.

## **6.12 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.

## **6.13 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.

## **6.14 Bid Protest Procedure**

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



## **6.15 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.

## **6.16 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.

## **7. 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, clause 6, Extraneous Terms*.

### **7.1 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.

### **7.2 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*.

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

The terms of *Appendix C, Participation by Minority Group members and Women with Respect to State Contracts*, attached hereto, are hereby incorporated into this IFB and any resulting contract. The contractor is required to adhere to all clauses.

### **7.4 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.

## 7.5 Contractor Assurances

The Bidder warrants that it has carefully reviewed OPRHP needs as described in the IFB and its attachments/supplements. Bidder also warrants that it has familiarized itself with OPRHP 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.

## 7.6 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. Contract, including all schedules, exhibits, attachments, and amendments
- D. IFB and Addenda, including any modifications by State Parks and by official State Parks responses to questions; and
- E. Contractor's Bid in Response to the IFB

## 7.7 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.

## 7.8 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.

## 7.9 Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless the State of New York, OPRHP, and their agents and employees 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.

## 7.10 Equal Employment Opportunities

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the "Division"). If any of these terms or provisions

conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. 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 New York State Office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.
3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Office of Parks, Recreation and Historic Preservation may provide the Contractor or Subcontractor a model statement (Appendix C: Minority and Women-Owned Business Enterprises 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 Employment Utilization Report (“Workforce Report”)

1. The Contractor shall submit a Workforce Report and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by New York State Office of Parks, Recreation and Historic Preservation on a monthly basis during the term of the contract.
2. Separate forms shall be completed by Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. 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.

**7.11 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.

**7.12 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.

**7.13 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.

**7.14 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:

NYS OPRHP  
Attn: Maureen Eapen, 17<sup>th</sup> Floor  
Adam Clayton Powell State Office Building  
163 W. 125<sup>th</sup> St  
New York, NY 10027

- C. Within fifteen (15) calendar days of receiving the invoice, OPRHP shall notify the Contractor of any mistakes on the invoice or if additional documents must be submitted. Once the Contractor has submitted an invoice to OPRHP, OPRHP will review and audit the invoice and submit it for approval and payment in accordance with the requirements of the State Finance Law.
- D. 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.
- E. 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.

## 7.15 CPI Rate Increase

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 [Contracts@parks.ny.gov](mailto:Contracts@parks.ny.gov) for the adjusted rate on the contract anniversary date.

Should the Contractor fail to make a written request to OPRHP at [Contracts@parks.ny.gov](mailto:Contracts@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 7.22 Prevailing Wages / Payroll Certification.

## 7.16 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.

## 7.17 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 State Parks.

## 7.18 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).

## 7.19 Termination Pursuant to Tax Law §5-a

In addition to the provisions for termination set forth in *Appendix B, Section 51, Termination*, 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.

## 7.20 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, State Parks 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>, or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. 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 PARKS 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).

#### 7.20.1 *Responsibility Provisions*

The State must conduct business only with responsible entities.

#### 7.20.2 *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.

#### 7.20.3 *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.

#### 7.20.4 *Termination (for Non-Responsibility):*

Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate State Parks 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.

## 7.21 **Insurance Requirements**

### 7.21.1 *General Requirements*

- A. Prior to the start of this Agreement, the Contractor shall procure, at its sole cost and expense, all insurance coverage required by this Section.
- B. All required policies of liability insurance shall name the State of New York, State Parks, and their officers, employees, and agents as an additional insured.
- C. All insurance required by this section 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 and that have an A.M. Best Company rating of "A-", Class "VII" or better.
- D. All required policies of liability insurance shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State.
- E. All required policies of liability insurance shall be written such that State Parks is afforded at least thirty (30) days' prior notice of cancellation or modification of coverage.



- F. The Contractor shall notify State Parks of any claims arising from the activities or operations under this Agreement as soon as practicable, but in no event more than five (5) days from the Contractor's receipt of notice of the accident or claim.
- G. During the term of this Agreement, the Contractor shall maintain in force any and all policies of insurance required by this section.
- H. Contractor shall require any of its contractors retained in relation to this Agreement to meet the requirements of this Section. Contractor shall provide State Parks with proof of any such contractor's insurance as provided in 7.21.3 and 7.21.4 of this Section.

#### 7.21.2 *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.

- A. **Commercial General Liability** Insurance for claims that may arise out of ongoing and completed operations under the Agreement. Such policy shall have a liability limit of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate. Professional Liability Insurance.
- B. The Contractor shall maintain **professional liability insurance** with a limit of at least \$1,000,000 each occurrence or claim and at least \$2,000,000 general aggregate.

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to PARKS prior to the policy's expiration or cancellation.

- C. **Comprehensive Business Automobile Liability Insurance** covering 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. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident.

In the event that 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.

- D. **Fire Insurance**. Such policy shall have a liability limit of at least \$500,000; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis.

#### 7.21.3 *Proof of Liability Insurance*

- A. Prior to the start of this Agreement, the Contractor shall provide State Parks with an ACORD 25 Certificate of Insurance in accordance with the conditions set forth below.
  - i. Forms shall reference the Contract number.

- ii. The certificate holder shall be “New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12238.”
  - iii. Forms shall be completely 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.
  - iv. Forms shall be signed by an authorized representative of the reference insurance carriers.
  - v. 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.
- B. Upon renewal of insurance coverage, the Contractor shall submit to State Parks current proof of insurance.

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

Prior to the start of this Agreement, the Contractor shall provide State Parks 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.

##### A. Workers' Compensation

- i. CE-200: Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- ii. C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or
- iii. SI-12: Certificate of Workers' Compensation Self-Insurance.

##### B. Disability Benefits

- i. CE-200: Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- ii. DB-120.1: Certificate of Disability Benefits Insurance; or
- iii. DB-155: Certificate of Disability Benefits Self-Insurance.

## 7.22 Prevailing Wages / Payroll Certification

The work under this contract has been determined to be a public work pursuant to Article 8 of the New York Labor Law. That law requires prevailing wages to be paid. A willful violation of such may result in civil penalties and debarment from public contracting in the State of New York.

The applicable Prevailing Wage Rate Schedule for this bid and subsequently awarded contract is:

### Prevailing Wage Schedule

PRC Number	2019009211
Scheduled Period	July 2019 – June 2020
Link	<a href="http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showWlt&amp;id=1482873">http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showWlt&amp;id=1482873</a>

Payroll certification reports must be submitted with each invoice. Failure to provide this documentation shall result in non-payment of invoices. Additional requirements can be found in the Prevailing Wage Rate Schedule.

**7.23 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/](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, Parks may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

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

Placeholder, Appendix A Page 1

Placeholder, Appendix A Page 2

Placeholder, Appendix A Page 3

Placeholder, Appendix A Page 4

Placeholder, Appendix A Page 5



Placeholder, Appendix A Page 6

Placeholder, Appendix A Page 7

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

















































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

## I. General Provisions

- A. The New York State Office of Parks, Recreation and Historic Preservation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Parks, Recreation and Historic Preservation, to fully comply and cooperate with the New York State Office of Parks, Recreation and Historic Preservation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## II. Contract Goals

- A. For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation hereby establishes New York State certified minority-owned business enterprises ("MBE") participation and New York State certified women-owned business enterprises ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of qualified MBEs and WBEs as defined in the bidders documentation provided at the time of solicitation. After contract approval, MWBE Contract Goals as defined on the approved utilization plan will be endorsed to determine compliance for the contract term.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

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

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Office of Parks, Recreation and Historic Preservation for liquidated or other appropriate damages, as set forth herein.

### III. Equal Employment Opportunity (EEO)

- 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.

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

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Office of Parks, Recreation and Historic Preservation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to New York State Office of Parks, Recreation and Historic Preservation.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Office of Parks, Recreation and Historic Preservation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Office of Parks, Recreation and Historic Preservation, upon review of the MWBE Utilization Plan and updated MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the New York State Office of Parks, Recreation and Historic Preservation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. MWBE Contractor Compliance Report**

The Contractor is required to submit MWBE Contractor Compliance Reports through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation. Reports will be generated by the NYSCS for completion upon the generation of a payment to the Contractor. Reports should be completed for the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

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

## **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The New York State Office of Parks, Recreation and Historic Preservation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the New York State Office of Parks, Recreation and Historic Preservation contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation encourages the use of good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## 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.

# 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 (i.e. multiplied by quantities/frequency, etc.). **All figures must be rounded to two decimal places.**

By completing this bid and by signing the "Non-Collusive Bidding Certification" that follows, the bidder acknowledges a full understanding of OPRHP's requirements and, if awarded the contract, agrees to provide the requested service at the bid price offered.

		<i>A</i>	<i>B</i>	<i>A × B</i>
<b>Part 1 - Cleaning, Testing and Disinfecting Service</b>				
#	Item Description	Annual Quantity	Rate Bid	Total Annual Cost
1	Cleaning & Disinfection of Water Tower (October & March)	2		
2	Legionella Culture Sampling and Analysis (October, thereafter every 90 days until March 2019)	3		
3	Monthly Bacteria Culture Sampling (October thru March)	6		
Yearly Total Cost to OPRHP (1 + 2 + 3)				
<b>Part 1 Total – Estimated 5-Year Total Cost to OPRHP (Yearly Total Cost to OPRHP x 5 Years)</b>				
<b>Part 2 – Repair, Training, Parts and Equipment Replacement</b>				
#	Item Description	Estimated 5-Year Quantity	Hourly Rate	Total Contract Cost
4	Hourly Labor Rate	300		
5	Emergency Hourly Labor Rate for Overtime 5:00 PM to 7:30 AM, Federal and State Holidays and Weekends	30		
6	Hourly Training Rate	10		
#	Item Description	Estimated 5-Year Cost	% Vendor Markup	Total Contract Cost
7	Materials	\$30,000		
<b>Part 2 Total - Estimated 5-Year Total Cost to OPRHP (4 + 5 + 6 + 7)</b>				
<b>Grand Total Contract Cost to OPRHP (Part 1 Total + Part 2 Total)</b>				
<b>Grand Total Bid in Words</b>				

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

<b>Certification</b>	
Company Name:	
Doing Business As:	
Federal ID No.:	SFS ID No.:
Address:	City
	State
	Zip Code
Name of Official:	Title:
E-Mail	Telephone:
<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p>	

## 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 nonresponsibility 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)

**Lobbying Affirmation and Certification**

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:
<p>_____</p> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p>	



## 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.
7. Within the previous four years, has the bidder been found non-responsible by a government entity? (Please mark):  
 No  Yes
8. 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)
9.  No  Yes - If yes, please explain on a separate sheet.

<b>Certification</b>	
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 6 - 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

(Please complete this form and return it with your bid.)

**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 State Employees** - Former employees of the New York State Office of Parks, Recreation and Historic Preservation (Parks) cannot sell goods or services to Parks under any circumstance for two (2) years following the date they leave Parks' employ. (This applies only to Parks and Parks' employees, and does not preclude a former employee of another state agency from selling goods or services to Parks 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/or own at least 10% of the company that is being asked to provide goods or services to Parks.
- (    ) I am a former Parks employee, and my service with them ended less than two years prior to the date of my signature below.
- (    ) Neither of the above apply.

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

October 1, 2003



# Attachment 8 - 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 9 - OSC Consultant Disclosure Reporting Requirements

## Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete Form B, State Consultant Services Contractor’s Annual Employment Report annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to OSC as the contracting agency, and Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and Form B, State Consultant Services Contractor’s Annual Employment Report, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

## Instructions

### FORM A:

**Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term**, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O\*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.

- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

### **FORM B:**

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OSC (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract.  
(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)
- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**Submit the completed Form B annually by May 15<sup>th</sup> for each State fiscal year (or portion thereof) the contract is in effect, as follows:**

#### **To OSC (as the contracting Agency):**

By mail: Mr. Larry Appel, Assistant Comptroller  
Financial Management  
Office of the State Comptroller  
110 State Street, Stop 13-2  
Albany, NY 12236-0001

By email: [rfp@osc.state.ny.us](mailto:rfp@osc.state.ny.us)

#### **To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

#### **To DCS:**

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239







## Attachment 10 – Vendor Responsibility Attestation

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

**Choose One:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> 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.
- 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.

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

# Attachment 11 - No Bid Form

If your firm as chosen not to bid on this procurement opportunity, please use the space below to briefly explain why and return this form 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:
<hr/>	
Signature _____ Date _____	

## Attachment 12 – References

**Bidder Name:**

Per IFB Section 2, 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:	

## Attachment 13 – Bidder Checklist

This attachment has been provided to assist bidders in ensuring submission of a complete bid package. This attachment does not need to be returned with a bid. Please refer to IFB Section 4.7 Submission Requirements for complete instructions.

- Per IFB Section 2, Minimum Requirements, evidence supporting at least two (2) years of prior experience in the business of waste collection and disposal.
- Attachment 1: Bid Form
- Attachment 2: Offerer's Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b)
- Attachment 3: Offerer Certification of Compliance with State Finance Law §139-k(5)
- Attachment 4: Offerer Disclosure of Prior Non-Responsibility Determinations
- Attachment 5: Non-Collusive/Procurement Lobbying Bidding Certification
- Attachment 6: Public Officers Law Form
- Attachment 7: Encouraging Use of New York State Businesses in Contract Performance
- Attachment 8: NYS Finance Law §139-l and Executive Order No. 177 Certification
- Attachment 9: Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement
- Attachment 10: Vendor Responsibility Attestation
- Attachment 12: References
- Form A: State Consultation Services - Contractor's Planned Employment
- ST-220-CA: Contractor Certification to Covered Agency

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



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







