

**State of New York  
Division of Military and Naval Affairs  
Budget and Finance, Purchasing and Contracting  
330 Old Niskayuna Road  
Latham, New York 12110-2224**

## **INVITATION FOR BID**

**(E-Mail or Facsimile Bid Submissions are NOT Acceptable)**

|                                                                            |                                                                                                                    |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>BID OPENING</b><br><b>DATE:</b> November 7, 2023<br><b>TIME:</b> 2:00PM | <b>TITLE:</b><br>Farmingdale Snow Removal Bid                                                                      |
| <b>INVITATION FOR BIDS</b><br><b>NUMBER:</b> IFB 23-26                     | <b>SPECIFICATION REFERENCE:</b><br>Scope of Work – Pages 24-25                                                     |
| <b>CONTRACT PERIOD:</b><br><br>TBD                                         | <b>ADDRESS INQUIRIES TO:</b><br>Peter Frangie<br>Telephone (518) 786-4673<br>Address: peter.s.frangie.nfg@army.mil |

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at: <https://ogs.ny.gov/ACPL/>

|                                                                                                                                      |  |                             |
|--------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------|
| Legal Business Name of Company                                                                                                       |  | Bidder's Federal Tax ID No: |
| D/B/A (if applicable)                                                                                                                |  |                             |
| Street City State Zip County                                                                                                         |  |                             |
| Cash discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. |  |                             |
| _____ % Cash discount for payment within 15 days of delivery and/or receipt of voucher                                               |  |                             |
| _____ % Cash discount for payment within 30 days of delivery and/or receipt of voucher                                               |  |                             |
| If you are <b>not</b> bidding, place an "x" in the box and return this page only.                                                    |  |                             |
| <input type="checkbox"/> WE ARE UNABLE TO BID AT THE TIME BECAUSE _____                                                              |  |                             |
| <input type="checkbox"/> WE REQUEST REMOVAL OF OUR NAME FROM THE MAILING LIST FOR THIS TITLE                                         |  |                             |
| Bidder's Signature:                                                                                                                  |  | Printed or Typed Name:      |
| Title:                                                                                                                               |  | Date:                       |
| Phone:                                                                                                                               |  | Toll Free Phone:            |
| Fax:                                                                                                                                 |  | Toll Free Fax:              |
| Email Address:                                                                                                                       |  | Company Website:            |
| <b>Method of Award:</b> AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS.                   |  |                             |

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# 1. INTRODUCTION

## 1.1 Overview

The New York State Division of Military and Naval Affairs (DMNA), New York National Guard - Farmingdale, NY is seeking a responsible vendor to maintain Snow and Ice Removal for the 2023-24 season.

DMNA seeks to award a prime contract for design and construction commencing upon approval from the Office of the State Comptroller.

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, DMNA has designated Peter Frangie as the **PRIMARY** contact for this procurement solicitation who can be reached by email or voice for all inquiries regarding this solicitation.

Peter Frangie, Purchasing Agent  
Budget and Finance  
Division of Military and Naval Affairs  
330 Old Niskayuna Road  
Latham, New York 12110  
Voice: 1-518-786-4673  
Email: [peter.s.frangie.nfg@army.mil](mailto:peter.s.frangie.nfg@army.mil)

Email: [peter.s.frangie.nfg@army.mil](mailto:peter.s.frangie.nfg@army.mil) in the event the designated contact is not available, the alternate designated contact is:

Lisa M. Bogardus, Purchasing Agent  
Budget and Finance  
Division of Military and Naval Affairs  
330 Old Niskayuna Road  
Latham, New York 12110  
Voice: 1-518-786-4962/Cell: 1-518-265-7801  
Email: [lisa.m.bogardus2.nfg@army.mil](mailto:lisa.m.bogardus2.nfg@army.mil)

## 1.3 Key Events

The table below outlines the schedule for important action dates:

|                                              |                                    |                 |
|----------------------------------------------|------------------------------------|-----------------|
| <b>Issued - Invitation for Bid</b>           | <b>Monday, October 16, 2023</b>    | <b>-</b>        |
| <b>Mandatory Registration for Site Visit</b> | <b>Tuesday, October 24, 2023</b>   | <b>12:00 PM</b> |
| <b>Mandatory Site Visit</b>                  | <b>Thursday, October 26, 2023</b>  | <b>9:30 AM</b>  |
| <b>Deadline For Bidders Questions</b>        | <b>Tuesday, October 31, 2023</b>   | <b>2:00 PM</b>  |
| <b>DMNA Issues Responses</b>                 | <b>Wednesday, November 1, 2023</b> | <b>-</b>        |
| <b>Bid Due - Bid Opening</b>                 | <b>Tuesday, November 7, 2023</b>   | <b>2:00PM</b>   |
| <b>Contract Start Date</b>                   | <b>TBD</b>                         |                 |

## **1.4 Minimum Bidder Requirements**

**The following minimum requirements must be met by each bidder:**

Contractor must provide proof that they are affiliated with an organization that is registered, licensed, certified by the state or local authority OR developed competence through training and experience and shall be recognized as qualified and experienced in engineering, fabrication, and construction. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

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

## **1.5 Mandatory Site Visit**

Bidders intending to submit a bid are requested to attend a mandatory site visit, located at the Division of Military and Naval Affairs, Farmingdale Armory 25 Baiting Place Rd. Farmingdale, NY 11735. The date of the site visit is firm and will not be changed. The mandatory site visit is scheduled for **Thursday October 26, 2023 9:30 AM**. This is the only date and time available. Attendees are also required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the information provided, be legible and accurate.

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

**Due to security procedures, all bidders MUST pre-register no later than Tuesday October 24, 2023 at NOON by emailing the registration form to [grace.fredricks.mnbf@gmail.com](mailto:grace.fredricks.mnbf@gmail.com) It is recommended that attendees arrive at the building at least 15 minutes prior to the scheduled time. Photo identification is required. A site visit registration form is included in Appendix C.**

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

The site visits will provide an opportunity for bidders to see firsthand the property and the special needs of the facility. Questions during the site visits will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.3 - Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all prospective bidders. Only answers provided by addendum are considered official.

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

## 2. BID SUBMISSION

### 2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB 23-26 shall only be directed to:

Peter Frangie, Purchasing Agent  
Budget and Finance  
Division of Military and Naval Affairs  
330 Old Niskayuna Road  
Latham, New York 12110  
Voice: 1-518-786-4673  
Email: peter.s.frangie.nfg@army.mil

Questions and/or requests for clarification are only accepted via e-mail in writing. Official answers to questions will be provided via addendum. Deadline for submission of questions will be as stated in Section 1.3 - Key Events.

### 2.2 Bid Format and Content

In order for the state to evaluate bids fairly and completely, bidders shall follow the format set forth herein and shall provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete.

1. **Cover Letter.** The cover letter shall confirm that: (1) the bidder understands all the terms and conditions contained in this RFP; (2) will comply with all the provisions of this IFB; and, (3) should the contract be awarded to your company, you are prepared to begin services upon the New York State Comptroller's contract approval. A bidder representative authorized to make contractual obligations must sign the cover letter.
2. **Experience.** Bidder shall describe its capabilities to provide the services requested in this IFB by providing the following:
  - Indicate the number of consecutive years the bidder has been actively in business.
  - Provide a current list of references with contact information and a description of contract services and equipment maintained. A minimum of three references is required.
  - Provide certifications as described in Section 1.4 – Minimum Bidder Requirements.
0. **Subcontractors.** There is no subcontracting allowed.
0. **Pricing.** Bidder shall submit a completed Bid Proposal Form (Attachment 2). Quantity of hours is estimated and not binding on the State. Contractor shall be paid for actual services rendered and actual hours worked.
0. **Required Forms.** All other required completed forms from Appendix C.

**Note:** DMNA reserves the right to request any additional information it deems necessary to ensure that the bidder is able to fulfill the requirements of the contract.

### 2.3 Bid Preparation

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

## **2.4 Packaging of IFB Response**

Please submit **ONE (1) original** of the **Bid Proposal Form**, the **Bid Signature Page (page 1 of this document)** and the **Acknowledgement Page found in Attachment 2**. Please complete and submit one (1) original of all forms found in Appendix C – Required Forms.

**The bid documents shall be submitted by mail, hand delivery, overnight carrier, or certified mail in a package showing the following information on the outside:**

**Bidder's name and address**

**Solicitation Number: IFB 23-26**

**Bid Due Date and Time: Tuesday November 7, 2023 2:00PM**

**Bid for: Farmingdale Armory Snow Removal**

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

## **2.5 Instructions for Bid Submission**

Only those bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda, if any, to DMNA Budget and Finance Directorate at the following address:

NYS Division of Military and Naval Affairs  
Budget and Finance  
Purchasing and Contracting  
330 Old Niskayuna Road  
Latham, New York 12110-3514  
Attention: Peter Frangie

**E-MAILED BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.**

The State of New York will not be held liable for any cost incurred by the bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution of a contract. Bids must be received in the above office on or before **2:00 PM** on the date indicated in Section 1.3 - Key Events. **Bidders assume all risks for timely, properly submitted deliveries.**

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

**LATE SUBMISSION OF BIDS MAY BE CONSIDERED IF PROOF CAN BE PROVIDED SHOWING THAT THE CARRIER WAS SOLELY RESPONSIBLE FOR THIS DELAY.** Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late bid submissions.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS DMNA and the bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-day period until either tentative award of the contract(s) by issuing office is made or withdrawal of the bid in writing by bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing office to the successful bidder. This IFB remains the property of the state at all times, and all responses to this IFB, once delivered, become the property of the state.

**Important Building Access Procedures for Delivered Bids:**

Building access procedures are in effect at the DMNA, Headquarters. Photo identification is required. All visitors must register for building access for delivering bids or attending the bid opening by calling or emailing designated contact at least 24 hours prior to the bid opening.

**2.6 Examination of Contract Documents**

- a. Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- b. Each bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Adjutant General of DMNA or a designated representative as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. The bidder, if awarded a contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.
- c. Any bidder in doubt as to the true meaning of any part of this IFB or the proposed contract documents shall submit to the designated contact a written request for an interpretation thereof. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, by email by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each potential bidder.
- d. Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
- e. Any verbal information obtained from or statements made by representatives of the Adjutant General of DMNA at the time of examination of the documents or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Adjutant General of DMNA will not be responsible for verbal instructions.

**3. ADMINISTRATIVE INFORMATION****3.1 Issuing Office**

This IFB is being released by DMNA, Budget and Finance Directorate, Purchasing and Contracting Section on behalf of DMNA's New York National Guard – Latham, NY.

**3.2 Method of Award**

DMNA intends to award one contract to the lowest responsive and responsible bidder. The lowest bidder shall be determined by the Grand Total Bid as represented on the Bid Proposal Form (Attachment 2).

**The total bid consists of the following components:**

**Base Bid:**

- Provide pricing based on design, procurement of material and labor for proper completion of full scope of work detailed in the specifications. Contractor shall be paid for actual hours worked, actual service rendered and actual parts/materials required to paint the spaces specified. Upon determination of best value and responsible bidder, a contract document will be drawn up and is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. The contract document will be completed with the successful bidder's information and

appended to this IFB and the successful bidder's bid to form the contract between the parties that will be processed for all necessary state approvals.

### **3.3 Price**

The bid price shall be inclusive of all costs including travel (Base Bid Scope of Services), licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the contractor's bid price includes: all labor, material and equipment cost; all administrative, reporting or other requirements, all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the contractor and included herein.

Bidders must submit pricing using the Bid Proposal Form (Attachment 2) contained in this document. Bidders must provide pricing for all items on the Bid Proposal Form.

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

### **3.4 Term of Contract**

This contract will commence upon purchase order approval by the Office of the State Comptroller (OSC).

The State of New York retains the right to cancel this contract for convenience, provided that the contractor is given at least thirty (30) days written notice of DMNA's intent to cancel. Any cancellation by DMNA under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DMNA, its agents and employees therefore for lost profits or any other damages resulting therefrom. This provision should not be understood as waiving the state's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 4.14 – Termination.

### **3.5 Method of Payment**

For the purposes of this contract an invoice will be issued by the contractor to initiate payment processing. This invoice will contain the purchase order number and, either in its body or as an attachment, that will **itemize work completed**. Such itemization must include at a minimum: date of service, start and finish times, actual number of hours worked and a detailed description of services performed (such as what type of equipment and material were used), and an itemized cost for services provided. Materials used should be detailed to include quantities, unit prices and mark up percentage to show the total price.

Invoices for payment shall be submitted at the end of each month on a **company invoice** for services satisfactorily completed during that month. A representative from DMNA will attest to the services rendered/goods received and forward the invoice to: Division of Military and Naval Affairs, c/o NYS OGS BSC Accounts Payable, Building 5, 5<sup>th</sup> Floor, 1220 Washington Avenue, Albany, New York 12226-1900 or by email to [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov)

The invoice will be processed in accordance with established procedures of DMNA and OSC all payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

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

### **3.6 Electronic Payment**

The contractor shall provide a complete and accurate billing invoice in order to receive payment. Billing invoice submitted must contain all information and supporting documentation required by the contract, the agency, and OSC. Payment for invoice submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Adjutant General, at the Adjutant General's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at OSC's website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at 518-474-4032. The contractor acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of the new Statewide Financial System, OSC requires all vendors doing business with New York State agencies are to complete a Substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

### **3.7 Past Practice**

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

### **3.8 Bid Exceptions**

**The issuing office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the issuing office in writing by the Questions Due Date as identified in Section 1.3 - Key Events. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either through an addendum (if the response results in a change to the IFB), or directly to the requesting vendor.**

### **3.9 Dispute Resolution**

It is the policy of DMNA, Budget and Finance Directorate to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. The DMNA Budget and Finance Directorate, encourages vendors to seek resolution of disputes through consultation with the DMNA Budget and Finance staff. (Note: prior to the contract award, all disputes must be sent to the designated contact.) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

### **3.10 Inspection of Books**

It is expressly understood and agreed that the DMNA and OSC shall have the right to inspect and audit the contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. OSC requires, and the contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

### **3.11 Glossary of Terms**

"Issuing Office" shall mean the Division of Military and Naval Affairs.

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

"Request for Proposal" or "IFB" shall mean this document.

The "State" shall mean the People of the State of New York, which shall also mean the New York State Division of Military and Naval Affairs.

"Adjutant General" shall mean the Adjutant General of Military and Naval Affairs or his/her duly authorized representative.

"Offerer" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

### **3.12 Terminology**

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

### **3.13 Prime Contractor Responsibilities**

The state will contract only with the successful proposer who is the prime contractor. The issuing office considers the prime contractor, the sole contractor with regard to all provisions of the solicitation, and the contract resulting from the solicitation.

***No subcontracting is allowed***

### **3.14 Staffing Expectations**

DMNA expects that all contractor services will be conducted diligently and effectively with appropriate supervision. Further, it is expected that:

- Contractor's staff shall conduct themselves in a professional manner with DMNA staff and with the general public.
- Contractor staff shall comply with all rules and requirements of this solicitation, including prohibiting the use of drugs and alcohol prior to or during any work performed under this contract.
- Failure to comply with any of the requirements of this solicitation may result in the removal from the premises.
- All personnel provided, shall have adequate experience for the function being performed. If DMNA determines that the personnel provided are not of adequate experience, DMNA has the right to request, and the contractor shall provide satisfactory substitute personnel.
- Contractors staff assigned for any work are considered employees of that contractor, and as such are not state employees and are not eligible for any NYS benefits.

## **4. CONTRACT CLAUSES AND REQUIREMENTS**

### **4.1 Appendix A / Appendix B / Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

Appendix B – Office of General Services General (OGS) Specifications, dated June 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein and shall govern any situations not covered by this solicitation document or Appendix A.

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

1. Appendix A
2. This Contract
3. Invitation for Bids IFB 23-26 (this document) with any addendum(s)
4. Appendix B
5. Selected Contractor's Bid

### **4.2 Procurement Lobbying Requirement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DMNA 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 DMNA and, if applicable, OSC ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DMNA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the offerer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/ACPL/>

### **4.3 Contractor Insurance Requirements**

Prior to the commencement of the work to be performed by the contractor hereunder, the contractor shall file with The People of the State of New York, Division of Military and Naval Affairs (hereinafter referred to as "DMNA"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this contract. Such certificates shall be of a form and substance acceptable to DMNA.

Certificate acceptance and/or approval by DMNA do not and shall not be construed to relieve contractor of any obligations, responsibilities or liabilities under the contract.

All insurance required by the contract shall be obtained at the sole cost and expense of the contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to DMNA; shall be primary and non-contributing to any insurance or self-insurance maintained by DMNA; shall be endorsed to provide written notice be given to DMNA, at least fifteen (15) calendar days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States certified mail; shall be sent to Division of Military and Naval Affairs, Budget and Finance, 330 Old Niskayuna Road, Latham, New York 12110-3514; Attention: Purchasing and Contracting and shall name The People of the State of New York, its officers, agents, and employees as additional insured there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85** and a copy of the endorsement should accompany the certificate). The additional insured requirement does not apply to Workers Compensation, Disability or Employee Dishonesty

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

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

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

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

- The contractor, throughout the term of this contract, or as otherwise required by this contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):
- Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and a
- Advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and
- Explosion, collapse and underground coverage.
- If such insurance contains an aggregate limit, it shall apply separately on a per-job or per-project basis.
- Coverage for the use of reasonable force to protect persons and property must be included.
- **Commercial Business Automobile Liability Insurance** with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- **The contractor shall maintain, or if subcontracting professional services, shall certify that subcontractor maintain, Errors and Omissions Liability Insurance** with a limit of not less than \$5,000,000 per loss.
- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract.
- If coverage is written on a claims-made policy, the contractor warrants that any applicable retroactive date precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this contract is completed.
- **Workers Compensation / Disability Insurance:** Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

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

- **ACORD forms** are **NOT** acceptable proof of workers' compensation coverage.
- In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:
- Be legally exempt from obtaining workers' compensation insurance coverage;

**or**

- Obtain such coverage from insurance carriers;

**or**

- Be a Board-approved self-insured employer or participate in an authorized self-insurance plan. Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to the Division of Military and Naval Affairs at the time of bid submission or shortly after the opening of bids:
- **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities That New York State Workers Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website <http://www.wcb.ny.gov/> ;

**or**

**Certificate of Workers' Compensation Insurance:**

- **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Division of Military and Naval Affairs;

**or**

- **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Division of Military and Naval Affairs;

**or**

- *Certificate of Workers' Compensation Self-Insurance* - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;

**or**

- Certificate of Participation in Workers Compensation Group Self-Insurance **Form GSI-1 05.2**, available from the contractor's Group Self-Insurance Administrator.

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

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

- Be legally exempt from obtaining disability benefits coverage;

**or**

- Obtain such coverage from insurance carriers;

**or**

- Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to the Division of Military and Naval Affairs at the time of bid submission or shortly after the opening of bids:

- **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website <http://www.wcb.ny.gov/> ;

**or**

- **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the Division of Military and Naval Affairs;

**or**

- **Form DB-1 55**, *Certificate of Disability Benefits Self-Insurance*. The contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**All forms must name the Division of Military and Naval Affairs, Budget and Finance Directorate, 330 Old Niskayuna Road, Latham, New York 12110, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

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

## **4.4 Tax and Finance Clause**

**TAX LAW § 5-A:**

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

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

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

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

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

## **4.5 Freedom of Information Law / Trade Secrets**

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

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

## **4.6 General Requirements**

- The bidder agrees to adhere to all state and federal laws and regulations in connection with the contract.
- The bidder agrees to notify DMNA of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
- The bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Adjutant General.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the contractor.
- The Adjutant General's interpretation of specifications shall be final and binding upon the contractor.

- The Adjutant General of DMNA will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Adjutant General of DMNA.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Adjutant General of DMNA may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Adjutant General of DMNA reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DMNA shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing contractor shall be liable to the State of New York for any such costs on account thereof. In the event that DMNA issues a stop work order for the work as provided herein, the contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- DMNA reserves the right to reject any employee hired by the contractor.

## **4.7 Contract Terms**

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

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

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

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

## **4.8 Subcontractors**

No subcontracting allowed.

## **4.9 Procurement Rights**

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this solicitation.
2. Disqualify a proposer from receiving the award if the proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

3. Correct proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the proposer.
4. Adjust any proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said proposer will cause the state to incur additional costs. Utilize any and all ideas submitted in the proposals received.
5. Negotiate with proposers responding to this solicitation within the solicitation requirements to serve the best interests of the state.
6. Begin contract negotiations with another bidding contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected contractor within 21 days of selection notification.
7. Waive any non-material requirement not met by all proposers.
8. Not make an award from this solicitation.
9. Make an award under this solicitation in whole or in part.
10. Make multiple contract awards pursuant to the solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the state.
12. Seek clarifications of proposals.
13. If two or more offers are found to be substantially equivalent, the Adjutant General of DMNA, at his sole discretion, will determine award.

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

#### **4.10 Extent of Services**

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

#### **4.11 Right to Know**

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the armory superintendent before the chemical is applied.

#### **4.12 Debriefings**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, DMNA shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, DMNA shall, upon request, provide a debriefing to any bidder that responded to the RFP, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of the contract award notification.

#### **4.13 Termination**

##### **A. Termination**

DMNA may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded bidder's failure to comply with any of the proposal's requirements unless the awarded bidder obtained a waiver of the requirement. In addition, DMNA may also terminate any contract resulting from

this IFB upon ten (10) days written notice if the contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, DMNA shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the contractor. Any termination by DMNA under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DMNA, its agents and employees therefore for lost profits or any other damages.

#### **B. Procurement Lobbying Termination**

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

### **4.14 NYS Standard Vendor Responsibility**

#### **A. General**

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the Adjutant General of DMNA 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.

#### **B. Suspension of Work (for Non-Responsibility)**

The Adjutant General of DMNA 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 Adjutant General or his or her designee issues a written notice authorizing a resumption of performance under the contract.

#### **C. Termination (for Non-Responsibility)**

Upon written notice to the contractor, and a reasonable opportunity to be heard with appropriate DMNA officials or staff, the contract may be terminated by the Adjutant General or his or her designee at the contractor's expense where the contractor is determined by the Adjutant General or his or her designee to be non-responsible. In such event, the Adjutant General 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.

#### **D. Questionnaire**

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

DMNA recommends each bidder file the required questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User.

Support for Vendors available at OSC's website, <http://www.osc.state.ny.us/vendrep/index.htm>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at:

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem\\_vendor.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm)

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at:

[http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

A form is also provided in Appendix C.

In order to assist the state in determining the responsibility of the bidder, the bidder should complete and certify (or recertify) the questionnaire no more than six (6) months prior to the bid due date.

A bidder's questionnaire cannot be viewed by DMNA until the bidder has certified the questionnaire. It is recommended that all bidders become familiar with all of the requirements of the questionnaire in advance of the bid opening to provide sufficient time to complete the questionnaire. The bidder agrees that if it is found by the state that the bidder's responses to the questionnaire were intentionally false or intentionally incomplete, on such finding, DMNA may terminate the contract. In no case shall such termination of the contract by the state be deemed a breach thereof, nor shall the state be liable for any damages for lost profits or otherwise, which may be sustained by the contractor as a result of such termination.

#### **4.15 Ethics Compliance**

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the contract, the contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

#### **4.16 Extension of Use**

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

#### **4.17 Indemnification**

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

#### **4.18 Force Majeure**

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or

responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

## **4.19 Appendices and Exhibits**

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

## **4.20 Iran Divestment Act**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of OGS will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such contract any subcontractor that is identified on the prohibited entities list.

Additionally, the bidder/contractor is advised that once the list is posted on the OGS website, any contractor seeking to renew a contract or assume the responsibility of a contract awarded in response to the solicitation, certifies at the time the contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the contract, should DMNA receive information that a person is in violation of the above-referenced certification, DMNA will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DMNA shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

DMNA reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## **4.21 Prevailing Wage**

This work is not subject to Prevailing Wage, therefore no PRC# will be issued.

Any Federal or State violation of public works laws or regulations, labor law or regulation, or any OSHA violation deemed serious or willful may be grounds for a determination of vendor non-responsibility and rejection of bid.

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# **ATTACHMENT 1**

## **SCOPE OF WORK**

### **Part 1. GENERAL**

#### **1.1 Scope.**

- A. This Statement of Work (SOW): See attached at the end of this section.

#### **1.2 Hours of Operation.**

- A. Detailed within the Scope of Work.

#### **1.3 General Requirements.**

- A. The contractor shall supply all tools, materials, supplies, equipment, labor and supervision necessary for the complete execution of the requirements within the contract documents and requirements of this SOW.
- B. The contractor shall provide notification prior to being allowed access a minimum of two (2) business days before the contractor starts work.
- C. The contractor shall clean all work areas, at the end of each workday, to remove all tools, equipment, debris, materials, and all waste from the work site. All replaced parts or equipment shall be offered to the site superintendent, prior to disposal.

#### **1.4 Safety Requirements.**

- A. The contractor shall be responsible for complying with all Federal, and State health and safety requirements that are applicable to this project and shall use all means and precautions available to ensure the safety of the occupants and protection to the existing buildings and structures.

#### **1.5 Applicable Documents.**

- A. National Fire Protection Association (NFPA).
  - 1. ASME – American Society of Mechanical Engineers
  - 2. APPENDIX - D - Building and Equipment List

### **Part 2. PRODUCTS**

#### **2.1 General.**

- A. All work shall be in strict accordance with product manufacturer's instructions and specifications, including but not limited to manufacturer guidance for storage, staging, application, installation, and disposal of the product.

- B. Contractor shall be responsible to provide all tools, ladders, lifting devices, safety equipment, and all other pertinent material or equipment to properly complete contract scope identified within.
- C. All disposal of general garbage, recyclables, and old material/equipment, shall be the contractor's responsibility and disposed of properly off-site.
- D. All requests for storage of materials on site shall be made by contractor to site superintendent upon project start, all requests shall be allowed as possible but not guaranteed by DMNA.

### **Part 3. PERFORMANCE**

#### **3.1 Inspection and Maintenance**

- A. The contractor shall perform inspections each day during construction progress to ensure safety procedures and all specifications are being met. DMNA will assign a single point of contact to submit daily reporting to.

### **Part 4. DOCUMENTATION**

#### **4.0 Documentation**

- A. The contractor shall provide daily reports to his or her assigned single point of contact.
- B. If Covid restrictions are in place, contractor will adhere to any additional documentation required on a daily basis.

## **Scope of Work**

### **New York State Division of Military and Naval Affairs**

**Farmingdale Armory: 25 Baiting Place Road; Farmingdale, NY 11735**

### **Snow and Ice Removal/Control**

#### **Work to be Performed:**

Proposal should be valid for 90 days from date of submission.

- Contract duration will be for the period of TBD 2023 thru 30 April 2024.
- Contractor to mark all areas of concern with stakes to avoid any damage to the facility, property or other assets on site.
- The need for snow and ice control will be dictated by actual conditions on site, not by weather forecasts.
- Contractor must provide an emergency contact number to the facility supervisor and be reachable at all times.
- Contractor must provide snow and ice control services to the facility on a 24 hour basis.
- Contractor must maintain a bare pavement policy, or as close to bare pavement as conditions and weather allows.
- All lots must be open for parking by 0630.
- Contractor must have a response time of one (1) hour from the time of notification.
- Only when directed by customer is the contractor to apply salt and/or de-icing agent (de-icing agent must be specifically approved for concrete use).
- Contractor to maintain and clear all areas of snow and ice at the facility for the entire season as discussed with the facility supervisor during the contractor's initial pre-season visit.
- Contractor is required to push back/top any embankments deemed necessary by the facility supervisor.
- Contractor to pile snow in area(s) designated by facility supervisor.
- Contractor is responsible for the repair of any damage caused by equipment and/or plowing activities to the facility supervisors' satisfaction.

#### **Vendor Experience Requirements:**

Vendors must be experienced and have immediate access to equipment to perform the following:

- Equipment Operation - Specifically snow removal.

#### **Hours of operation:**

- No laborer, worker, or mechanic in the employ of a contractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five (5) days in any week, except in cases of extraordinary emergency.
- Vendors are required to provide emergency services twenty-four (24) hours a day, seven (7) days a week. Emergency service calls are defined as between the hours of 1700 Friday thru 0630 Monday. Vendors are required to have a service technician on site within one (1) hour of receiving the service call for both normal and emergency service calls.
- Normal hours of operation are 0630 to 1700, Monday through Friday.

#### **Vendor Responsibilities:**

- Contractor is responsible for ensuring all work is accomplished in accordance with all federal, state, county and city codes. Contractor will be responsible for any necessary corrections to the satisfaction of the customer should it be found they did not adhere to any applicable codes.

- Field measurements, ordering, shipping, delivery, storage and disposal of all materials to be completed by contractor.
- Contractor is responsible for the location of all utilities. Contractor must meet with state, county, city and town officials to ensure operations are not a threat to utilities or existing infrastructure.
- Contractor is responsible for ensuring all materials removed from site are disposed of properly.
- Contractor is responsible for repair of any damage caused by equipment. Contractor should exercise extreme care when off-loading equipment to avoid any damage to lawn or paved surfaces.
- Contractor must be on site to accept all deliveries (State cannot sign for any deliveries).
- Proper storage and security of all equipment, materials and tools to be handled by contractor (State is not responsible for any damaged/missing equipment, materials or tools etc.).
- Staging and storage of contractor equipment must have the approval, including overnight parking of NYS DMNA.
- Contractor is responsible for having spill kits on site at all times.
- All refueling must be performed on an impervious surface (blacktop).
- All spills will be reported by the contractor and cleaned up at their expense. Any vehicles leaking fluid must be moved to an impervious surface (blacktop) and have a drip pan underneath it.
- Contractor must keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project [format to be in accordance with (IAW) New York State Department of Labor (NYSDOL) PW-12]:
  - o Name, Address, and Last 4 Digits of Social Security Number
  - o Classification(s) in which the worker was employed
  - o Hourly wage rate(s) paid
  - o Supplements paid or provided
  - o Daily and weekly number of hours worked in each classification.
- It is the contractors' responsibility to post all required New York State Department of Labor Documents in a conspicuous location on the job site and to notify their employees of the postings and their location(s).
- No Firearms, Drugs or Alcohol are permitted on site.
- Names and ID may be required to gain access to the facility.
- Contractor is responsible to provide utilities/facilities for their employees (bathrooms, water, electric, restrooms, etc.), unless approved by facility maintenance supervisor.
- Contractor is responsible for daily site cleanup - to be inspected daily by customer before contractor leaving each day.
- Contractor is responsible for providing their own required safety equipment.
- Use of facility dumpsters and trash receptacles is not permitted.

**Payment:**

- Payment will be made via New York State Purchase Order.

**Facility Locations:**

NYS DMNA- Farmingdale Armory: 25 Baiting Place Road; Farmingdale, NY 11735

# **ATTACHMENT 2**

## **BID PROPOSAL FORM ACKNOWLEDGMENT**

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**BIDDER'S RESPONSE FORM**

National Guard Farmingdale Armory Snow Removal 2023-24  
Division of Military and Naval Affairs

IBF 23-26

DATE: \_\_\_\_\_

**Bids due by Tuesday November 7, 2023 2:00 PM on****Queensbury Snow Removal Cost Detail**

| Snow Amount | Cost Per Push | Avg# of Pushes | Estimated Total Cost |     |
|-------------|---------------|----------------|----------------------|-----|
| 1" - 3"     | \$            | 15             | \$                   | SN1 |
| 3.1" - 6"   | \$            | 5              | \$                   | SN2 |
| 6.1" - 9"   | \$            | 3              | \$                   | SN3 |
| >9.1"       | \$            | 3              | \$                   | SN4 |

| Cost per Salt Application | Avg# of Apps | Estimated Total Cost |     |
|---------------------------|--------------|----------------------|-----|
| \$                        | 5            | \$                   | SA1 |

|                                                    |    |                       |
|----------------------------------------------------|----|-----------------------|
| Estimated Snow Removal Cost for the Season         | \$ | SN1 + SN2 + SN3 + SN4 |
| Estimated Salt Apply Cost for the Season           | \$ | SA1                   |
| Est. Total Overall Cost Snow & Salt for the Season | \$ | Total Combined        |

Contractor must abide by all terms and conditions in the IFB and in the above Scope of Work. Travel time is not applicable to this service and shall not be paid. The number of labor hours and cost for parts is an estimate for annual service and there is no guarantee that this is the number of hours and parts that will be paid out by the state. Contractor will only be paid for the actual services rendered.

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Company Name &amp; Mailing Address \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_ SFS Vendor ID# \_\_\_\_\_

MBE ☐ Telephone \_\_\_\_\_ Fax \_\_\_\_\_WBE ☐SDVOB ☐ Email Address \_\_\_\_\_

## **ACKNOWLEDGEMENT PAGE**

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (DMNA General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the DMNA procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:

Procurement Lobbying: <https://ogs.ny.gov/ACPL/>

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

STATE OF        }  
:        SS.:  
COUNTY OF    }

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

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

**[Check One]**

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

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

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

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

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

# **APPENDIX C**

## **REQUIRED FORMS**

- **MANDATORY SITE VISIT REGISTRATION**
- **NON-COLLUSIVE BIDDING CERTIFICATION**
- **VENDOR RESPONSIBILITY DISCLOSURE**
- **VENDOR RESPONSIBILITY QUESTIONNAIRE**
- **MACBRIDE FAIR EMPLOYMENT PRINCIPLES**
- **ST-220-TD TAX & FINANCE CONTRACTOR CERTIFICATION**
- **ST-220-CA TAX & FINANCE COVERED AGENCY CERTIFICATION**
- **SUBSTITUTE W-9**  
(Required only if vendor is recommended for contract award and does not yet have a 10-digit NYS vendor ID number)

**MANDATORY SITE VISIT  
PRE-REGISTRATION FORM**

IFB 23-26  
Division of Military and Naval Affairs  
New York National Guard  
25 Baiting Place Road  
Farmingdale, NY 11735

**SITE VISIT: Thursday October 26, 2023 9:30 AM**

**Late arrivals will not be permitted on site  
Plan on 15 minutes to clear the front security gate  
Driver's License or Picture ID must be brought to site visit.**

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NAME OF COMPANY

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INDIVIDUAL ATTENDING – FULL NAME W/ MIDDLE INITIAL (PRINT)

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SIGNATURE

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TELEPHONE NUMBER / EMAIL ADDRESS

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DRIVER'S LICENSE NUMBER WITH ISSUING STATE

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DATE OF BIRTH / PASSPORT # IF APPLICABLE / CITIZENSHIP

**PRE-REGISTRATION FORM SHALL BE EMAILED OR FAXED TO DIVISION OF  
MILITARY AND NAVAL AFFAIRS BY**

**Tuesday October 24, 2023 12:00 PM**

Email to: [grace.fredricks.mnbf@gmail.com](mailto:grace.fredricks.mnbf@gmail.com)

**NON-COLLUSIVE BIDDING CERTIFICATION**  
**REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD  
BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH;  
PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT  
MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE  
AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH  
IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as the act and deed of said corporation or partnership.

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:**

| NAMES OF PARTNERS OR PRINCIPALS |  | LEGAL RESIDENCE |
|---------------------------------|--|-----------------|
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[illegible]

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:**

## NAMES

## LEGAL RESIDENCE

---

President

Secretary

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Treasurer

---

PresidentSecretary

---

Treasurer

## Identifying Data:

Potential Contractor: \_\_\_\_\_

Street Address:

\_\_\_\_\_

City, Town, etc.

\_\_\_\_\_

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

If applicable, Responsible Corporate Officer Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

**Joint or combined bids by companies or firms must be certified on behalf of each participant:**

\_\_\_\_\_ Legal name of person, firm or  
corporation  
By \_\_\_\_\_  
(Name)

\_\_\_\_\_

Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City and State

\_\_\_\_\_ Legal name of person, firm or  
corporation  
By

\_\_\_\_\_

(Name)

\_\_\_\_\_

Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City and State

## **Agency Policy and Prohibitions Regarding Permissible Contacts Between Vendors and Division of Military and Naval Affairs**

The New State Finance Law (SFL) 139-j restricts “**contacts**” by **offerers** with any **governmental entity** regarding **procurement contracts**. Subject to certain exceptions set forth in SFL 139-j (3), contacts between offerers and State agency/authority personnel, other than the official agency/authority designated contact person or persons, are prohibited during the **restricted period** of the procurement.

State Finance Law (SFL) 139-j(1)(c) defines “**contacts**” as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.”

State Finance Law (SFL) 139-j(l)(h) defines “**offerer**” as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.”

State Finance Law (SFL) 139-j(1)(a) defines “**governmental entity**” as “(1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.”

State Finance Law (SFL) 139-j(1)(f) defines “**restricted period**” as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity (and terminating) with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.”

I have been made aware of the Division of Military and Naval Affairs policy on “Permissible Contacts and affirm that I understand and agree to comply with the procedures relating to permissible contacts during this procurement.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

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

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

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

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

**Offerer Certification:**

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

***Termination Provision***

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.

## Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address:

Name & Title of Person Submitting this Form:

Contract Procurement Number:

Date:

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

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. (Circle One)

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Circle One)

No

Yes

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

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental entity or other governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Circle One)

No

Yes

6. If yes, please provide details hereafter.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §130-k is complete, true and accurate.

By:

Signature

Date:

Name:

Title:

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

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

1. Has operations in Northern Ireland (circle One)

No

Yes

If Yes:

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

No

Yes

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Signature

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Print Name