

December 19, 2011

Fiscal & Administrative Solutions

44 Holland Avenue
Albany, NY 12229-0001

TEL: 518-408-2578

FAX: 518-473-0941

TTY: 866-933-4889

www.opwdd.ny.gov

INVITATION FOR BID (IFB)

Bid #115S

REFUSE REMOVAL and RECYCLING SERVICE

The Office for People With Developmental Disabilities (OPWDD) is soliciting bids for Refuse Removal and Recycling Service for Sunmount DDSO community sites located in St. Lawrence County, NY. Contract shall be effective July 1, 2012 through June 30, 2017.

Each vendor must inform themselves by personal examination of the specifications, locations, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality and extent of work to be performed and the condition under which the contract is to be executed.

If you wish to submit a bid, please complete and return Exhibit A – Bid Proposal.

The following documents may be required upon award:

- Exhibit B – References
- Exhibit C – Confirmation of Compliance with IFB
- Exhibit D – Certification
- Exhibit E – Small, Women, Minority Owned Business Enterprise Questionnaire
- Procurement Lobbying Packet
- Vendor Responsibility Questionnaire
- ST-220 TD & CA
- Addendum to Appendix A: Supplement – MWBE Goals

All documents must be received by Wednesday, January 25, 2012 prior to the bid opening time of 3:00 P.M. Faxed bids will not be accepted. **The bid must be contained in a sealed envelope that specifies the bid number, bid opening date and time, and states "Bid Enclosed"**. Please mail or deliver your sealed bid to:

OPWDD
Contract Management Unit
Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

The public bid opening will be held:

3:00 p.m.

Wednesday, January 25, 2012

If you wish to view the live bid opening via video conference, please arrive 15 minutes prior to the bid opening time to:

Sunmount DDSO
Building 5, Lobby
2445 State Rt. 30
Tupper Lake, NY 12986
(518) 359-3311

If you choose to not bid at this time, please complete the enclosed Non-Bid Response Form and return it to this office.

All questions should be submitted in writing by Wednesday, January 4, 2012, citing the particular bid section and paragraph number. Questions may be emailed to capcontr@opwdd.ny.gov or mailed to:

OPWDD
Contract Management Unit
Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract. This document will be published on the OPWDD website at www.opwdd.ny.gov under News and Publications on January 12, 2012.

Questions relative to the Bid Package should be directed to me or Lori Johnson at (518) 370-7541.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Relation".

Stacey Relation
Contract Management Specialist 1

Notice to Bidders: M/WBE PROGRAM MANAGEMENT UNIT

Article 15-A of the Executive Law, signed into law on July 19, 1988, authorized the creation of a division of Minority and Women's Business Enterprise Development to promote employment and business opportunities on state contracts for minorities and women. Under this statute, State agencies are charged with establishing business participation goals for minorities and women.

New York State Office of Mental Retardation and Development Disabilities (OMRDD) have established an overall participation level of six percent (6%) for every competitive procurement contract. OMRDD has established a goal of three (3%) for the participation of certified minority-owned business enterprises and a goal of three (3%) for the participation of certified women-owned business enterprises. The Equal Employment Opportunity (EEO) goals are ten (10%), five (5%) for minority workforce participation and five (5%) for women workforce participation. These goals have been published in OMRDD Master Goal Plan: State Fiscal Year 2008-2009, and every competitive procurement will include this goal.

OMRDD is serious about achieving its goals with respect to MWBE participation, and we witnessing an active interest on the part of primary contractors to identify MWBE's that can participate as subcontractors.

It is incumbent upon OMRDD, to assist vendors and hold them accountable for demonstrating best efforts to achieve the agency goals. Consistent with this commitment, this document has been created to assist you in meeting goals that have been set by OMRDD.

A listing of NYS certified Minority and Women Owned Businesses can be found at the following website:

<http://www.nylovesmwbe.ny.gov/cf/search.cfm>

Successful Bidders are also reminded that in order to supply OMRDD with the products and services contracted for, your business will utilize a wide variety of products and services from smaller vendors. Having these services providing through an M/WBE vendor can be counted in your satisfaction of the goals established by OMRDD. A partial listing of services is included below:

- accounting services
- Medical supplies
- electrical services
- publishing
- travel services
- technical writing
- training
- shredding services
- rubbish removal
- security
- furniture
- printing services
- advertising
- cleaning supplies
- tax preparation
- car rental
- office supplies
- heating and cooling
- janitorial services
- pest control
- copying

If you need help finding providers of a specific service, please contact Pamela Swanigan at 518-474-5513 or via e-mail Pamela.swanigan@omr.state.ny.us.

The requisite M/WBE-EEO forms contained in the Addendum to Appendix A: Supplement must be completed and submitted along with the bid documents to provide verification that good faith efforts were made in the solicitation process. This document and relevant forms are attached.

Complete and include the following forms with the bid:

- MWBE-EEO Policy Statement (Form 100);
- MWBE Staffing Plan (Form 101); and
- MWBE Utilization Plan (Form 103).

Thanks you for your interest in doing business with NYS OMRDD.

October 4, 2006

“New York State Information Security Breach and Notification Act”: {New York State Technology Law, Section 208}:

“Contractor shall comply with the provisions of New York State Information Security Breach and Notification Act (General Business Law section 889-aa; State Technology Law section 208). Contractor shall be liable for the costs associated with such breach if caused by the Contractor’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees, or subcontractors”.

The “New York State Information Security Breach and Notification Act“ requires entities that conduct business in New York State and own or license “private” data to notify state residents affected by any security breach that results in unauthorized acquisition of that data. “Private” data is defined as unencrypted computerized information that can identify the individual, combined with one of the following data elements: (a) social security number, (b) driver’s license or non-driver identification number ” or (c) financial account information such as credit or debit card numbers in combination with access codes or PIN numbers. (Private data is considered to be unencrypted when either the identifying information or the data element is not encrypted or is encrypted with a key that has also been acquired).

The Act authorizes the New York State Attorney General to sue a business violating the statute in order to recover damages for actual costs or losses, including consequential financial losses incurred by persons entitled to notification. If a business engages in knowing or reckless violations, the court can impose a civil penalty of the greater of \$5,000 or \$10 per instance of failed notification up to \$150,000. The remedies provided by this section shall be in addition to any other lawful remedy available, possibly permitting private actions.

*****Please fill out the attached form ONLY in the event of a security breach*****

**Reporting Form
For Business, Individual or NY State Entity reporting a
“Breach of the Security of the System”
Pursuant to the Information Security Breach
and Notification Act (General Business Law §889-aa;
State Technology Law §208)**

Name of Business, Individual or State Entity _____

Date of Discovery of Breach: _____

Estimated Number of Affected Individuals: _____

Date of Notification to Affected Individuals: _____

Manner of Notification: written notice
 electronic notice (email)
 telephone notice

Are you requesting substitute notice? Yes No (If yes, attach justification)

Content of Notification to Affected Individuals: Describe what happened in general terms and what kind of information was involved. Please attach copy of Notice.

Name of Business or Individual Contact Person: _____

Title: _____

Telephone number: _____

Email: _____

Dated: _____

Submitted by: _____

Title: _____

Address: _____

Email: _____

Telephone: _____ Fax: _____

PLEASE SUBMIT THIS FORM TO ALL THREE (3) STATE AGENCIES as follows:

Fax this form to the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) & Consumer Protection Board (CPB):

CSCIC:

Security Breach Notification-
fax: 518-474-9090

CPB:

Security Breach Notification-
fax: 518-474-2474

and also **Fax & Mail** this form to

Attorney General:

Asst. AG in Charge
Bur. of Cons. Frauds
120 Broadway - 3rd Floor
New York, NY 10271
Fax No: 212-416-6003

**NEW YORK STATE
OFFICE FOR PEOPLE WITH
DEVELOPMENTAL DISABILITIES**

INVITATION FOR BID

NON-BID RESPONSE FORM

NAME OF SERVICE/PROJECT: Refuse Removal & Recycling Service
BID/PROJECT NUMBER: 115S
SITE NAME AND ADDRESS: Sunmount DDSO community sites
St. Lawrence County, NY

A required activity of the *Invitation For Bid (IFB)* process is the compiling of a Bidders List. Ideally, this list should incorporate not only those proposals submitted, but also feedback from vendors receiving the *IFB* to determine why proposals were not submitted.

If you are not interested in submitting a bid on the enclosed proposal, please provide a brief explanation: _____

PLEASE KEEP MY FIRM ON YOUR BIDDERS LIST.

PLEASE REMOVE MY FIRM FROM YOUR BIDDERS LIST.

Name of Firm: _____

Address: _____

Phone/Fax: _____

Email address: _____

Signature: _____

THIS FORM MAY BE FAXED TO (518) 370-8068 or mailed to:

OPWDD
Contract Management Unit
Bldg. 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Please be advised that **no response** may result in removal of your company from our Bidders List.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	5
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	6
14. Governing Law	6
15. Late Payment	6
16. No Arbitration	6
17. Service of Process	6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	7
22. Compliance with New York State Information Security Breach and Notification Act	7
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

APPENDIX A: SUPPLEMENT (1 of 3)

Appendix A: Supplement – Page 1 of 3:

The parties to the attached contract agree to be bound by the following, which are hereby made part of said contract:

1. The contractor shall not discriminate against any applicant for services for reasons based upon religion or religious belief. The contractor shall not use any monies received from the State to benefit or inhibit a particular religion or religious belief.
2. The relationship of the contractor to the State is that of an independent contractor and the officers and employees of the contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees, or agents of the State by reason thereof, and shall not make any claim, demand or application to or for any right of the State, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
3. The contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons or property, including death, arising out of or related to the services to be rendered by the contractor. It shall indemnify and hold harmless the State and its officers and employees from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the services to be rendered by the contractor or the violation by the contractor, its employees, servants, agents, or contractors, of any law, ordinance, rule or regulation in connection therewith.
4. Neither party shall be liable for losses, defaults, or damages under this contract 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 contract, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, 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 shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
5. If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding, the contract shall remain in full force and effect and such term or provision shall be deemed stricken from the contract.
6. The contractor shall comply with all statutory requirements relating to the confidentiality of information obtained during the performance of the contract.
7. The contractor shall certify that payment requests do not duplicate reimbursement of costs and services received from other sources.
8. Upon termination of the contract, there shall be a reconciliation based upon the services provided by the contractor and the payments made by the State. The contractor shall refund to the State any overpayments made by the State pursuant to the contract.
9. Unless otherwise provided, the contract may be amended, modified, renewed, and/or renegotiated by written agreement of the parties which shall become effective upon approval by the Office of the State Comptroller.
10. Unless otherwise provided, the OPWDD may cancel the contract without cause upon serving thirty (30) days' written notice on the contractor. Cancellation by mutual agreement of all parties to the contract will be allowed subject to documentation in writing.
11. No part of the contractor's income or resources shall be used directly or indirectly for the benefit of, or payment to, any State employee for services provided under this contract other than employees whose names are furnished to the OPWDD and no employee so identified shall receive any benefit or payment under this contract without prior written approval by the OPWDD.
12. This contract contains all the terms and conditions agreed upon by the parties and no statement or representation, oral or written, express or implied, shall be deemed to exist or to bind either party or to vary any of the terms and conditions of the contract.
13. Where applicable, the contractor shall maintain eligibility for reimbursement from any program that provides payment for services and shall apply for and obtain all funds available for the program from any public or private source. Upon request, the OPWDD shall assist in establishing the contractor's eligibility for such funds.
14. General conditions relating to Article 15-A of the Executive Law are set forth in the attached Addendum.
15. A determination of vendor non-responsibility may be cause for termination of the contract.
16. Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in Section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (such contact hereinafter referred to as "consumer contact") and who hereafter

Appendix A: Supplement – Page 2 of 3:

submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual hereinafter referred to as “a subject party”) shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the contractor shall deny or hold in abeyance employment or volunteer opportunities involving consumer contact to a subject party when directed to do so by OPWDD and in those instances the contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the contractor.

17. The Procurement Lobbying Act is applicable to specified non-grant governmental procurements of annualized value greater than \$15,000 which are initiated after January 1, 2006.

18. Federal False Claims Act (31 USC Sections 3729-3733) and the New York State False Claims Act (State Finance Law Article XIII, Sections 187-194) – contractor is bound by all of the related laws. The law requires that OPWDD provide its contractors with information about the federal False Claims Act, the New York State False Claims Act, and other federal and State laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OPWDD must also provide its contractors with information about OPWDD’s own policies and procedures for detecting and preventing waste, fraud and abuse. You can find detailed descriptions of these laws, their whistleblower protections and OPWDD’s policies on the OPWDD website. At the home page, select Information for Providers on the left side of the page, then select False Claims Recoveries. You can also visit the New York State Medicaid Inspector General website at www.omig.state.ny.us to obtain information about these laws. A paper copy of the detailed descriptions of the laws and of OPWDD policies and procedures related to waste, fraud and abuse is available from the OPWDD Contract Management unit, 3rd floor, 44 Holland Ave., Albany NY 12229-0001. As a contractor of OPWDD, you are required to participate in the reviews and audits described in OPWDD’s policies, and to abide by these policies with respect to funding for OPWDD services. You are also required to make the information at the OPWDD website address listed above available to all your employees and to all of your contractors involved in performing work under your contract with OPWDD.

19. Both the United States Department of Health and Human Services and the Office of the Medicaid Inspector General (OMIG) can exclude persons and organizations from federal and State healthcare programs. If this contract is funded through the New York State Medicaid program, the following applies:

For contractors

The contractor represents that:

- (1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7 or 1320a-7a, or excluded the contractor from eligibility to provide services under the Social Security Act on a reimbursable basis under 42 U.S.C. §1320c-5;
- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515, and
- (4) No federal or State agency has otherwise excluded the contractor from participation in the New York Medicaid program or excluded the contractor from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.

If, during the term of this contract, the contractor is excluded from participation in a federal health care program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, this contract shall be immediately terminated.

20. On February 12, 2007 the Diesel Emissions Reduction Act took effect as law. Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”), it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirements of the law apply to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. As a contract vendor, the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and State or regional public authorities. Therefore, the bidder/contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder/contractor.

Appendix A: Supplement – Page 3 of 3:

21 Notices:

(1). All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York, Office for People with Developmental Disabilities (OPWDD)

Name: Stacey Relation

Title: Contract Management Specialist 1

Address: 500 Balltown Road, Bldg. 1, 4th Floor

Telephone Number: (518) 370-7541

Facsimile Number: (518) 370-8068

E-Mail Address: capcontr@opwdd.ny.gov

[Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

(2). Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(3). The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

November 2010

ADDENDUM TO APPENDIX A: SUPPLEMENT

**Authority: Article 15-A of the Executive Law and 5 NYCRR parts 140-144)
Standard Clauses for All New York State Office for People with Developmental
Disabilities (OPWDD) Contracts**

Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on New York State Office for People with Developmental Disabilities (OPWDD) contracts.

THESE CONTRACT PROVISIONS APPLY ONLY IF GOALS ARE ESTABLISHED FOR MINORITY OWNED BUSINESS ENTERPRISE PARTICIPATION, WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION AND/OR EQUAL OPPORTUNITY EMPLOYEMENT.

ESTABLISHED GOALS FOR THIS CONTRACT ARE AS FOLLOWS:

MINORITY OWNED BUSINESS PARTICIPATION	<u>3</u> %
WOMEN OWNED BUSINESS PARTICIPATION	<u>3</u> %
MINORITY EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	<u>5</u> %
WOMEN EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	<u>5</u> %

Important: (Insert individual goal percentages above for each specific contract)

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered New York State Office for People with Developmental Disabilities (NYS OPWDD) contracts.

MWBE UTILIZATION GOAL REQUIREMENTS FOR NYS OPWDD CONTRACTS

Pursuant to Article 15-A of the New York State Executive Law and Regulations adopted pursuant thereto, NYS OPWDD has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State contracts. NYS OPWDD is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, equipment, material, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction. As a condition of this procurement, the Contractor and NYS OPWDD agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified MWBE subcontractors or suppliers in the performance of this contract. For guidance on how NYS OPWDD will determine a Contractor's "good faith effort," refer to 5 NYCRR §143.8.

Equal Employment Opportunity Requirements

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS APPLY ONLY IF EQUAL OPPORTUNITY EMPLOYMENT GOALS ARE ESTABLISHED FOR THIS CONTRACT.

By submission of a bid or proposal in response to this solicitation, the Contractor agrees with all of the terms and conditions of Addendum to Appendix A: Supplement pursuant to 5 NYCRR §142.4 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that the provisions of 5 NYCRR §142.4 - Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

The following forms are required to ensure Contractor compliance with the Equal Employment Opportunity requirements:

1. Staffing Plan (Form MWBE 101)

To ensure compliance with the foregoing section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories.

Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time thereafter, but no later than the time of award of the contract.

A Contractor's failure to submit a Staffing Plan prior to the time required shall result in the rejection of bid or proposal.

2. Workforce Employment Utilization Report (Form MWBE 102).

Once a contract has been awarded, the Contractor is responsible to update NYS OPWDD on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization Report (Workforce Report) must be submitted to report this information. Separate forms are to be completed for the Contractor and any subcontractor performing work on the contract.

Please note that in all 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 sub Contractor'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 subject 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.

The Workforce Report is to be completed for the quarters ending on 3/31, 6/30, 9/30 and 12/31 and submitted to the NYS OPWDD, MWBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the workforce utilized on the contract during the reporting period, the Contractor can submit a copy of the previously submitted report with the date and reporting period updated, indicating no change.

Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (MWBE-EEO) Policy Statement

Once the bid or proposal is approved, Contractor agrees to implement a comprehensive MWBE-EEO Program and submit the MWBE-EEO Policy Statement to NYS OPWDD MWBE Program Management Unit along with supporting documentation, for review and approval by the MWBE Program Management Unit.

The following forms are required to ensure Contractor compliance with NYS Executive Law Article 15-A.

1. MWBE-EEO Policy Statement (Form MWBE 100).

The MWBE-EEO Policy Statement ***must*** include the following three (3) components:

- i. **Policy Statement** – This is a statement which describes the intent of the Contractor to develop and implement a comprehensive MWBE-EEO program pursuant to Federal/State Laws, Rules and Regulations.
- ii. **Minority Business Enterprise Officer (MBEO)** – The Contractor must designate an MBEO to coordinate implementation of the MWBE-EEO program. The MBEO will be an employee of the Contractor and will be subject to MWBE Program Management Unit approval. The MBEO must be provided with the necessary operational resources, in order to effectively administer the MWBE-EEO program duties. The MBEO's position is normally full-time, except as otherwise authorized by the MWBE Program Management Unit, and is an eligible costs under the Federal/State contract. It is recommended that the Contractor hire an individual with expertise in management and capable of providing technical assistance to all parties involved.
- iii. **MWBE-EEO Goals** – MWBE-EEO goals are established pursuant to Article 15-A of the New York State Executive Law. There are two distinct functions related to establishing goals:
 - a) MWBE goals are established to ensure that the meaningful participation of New York State certified MWBEs occurs in all contracts funded by NYS OPWDD. Separate goals are assigned for minority and women business enterprises.
 - b) EEO goals are established to ensure participation of minorities and women in the labor force of Contractors associated with projects funded by NYS OPWDD.

A Contractor's failure to submit as part of their bid or proposal an MWBE-EEO Policy Statement (Form MWBE 100) along with Staffing Plan (Form MWBE 101) prior to the time required shall result in the rejection of bid or proposal.

Requirements and Procedures Regarding Business Participation Opportunities for Certified Minorities and Women on NYS OPWDD Contracts

REQUIREMENTS AND PROCEDURES REGARDING BUSINESS PARTICIPATION OPPORTUNITIES FOR CERTIFIED MINORITIES AND WOMEN ON NYS OPWDD CONTRACTS APPLY ONLY IF MINORITY OWNED BUSINESS PARTICIPATION GOALS AND/OR WOMEN OWNED BUSINESS PARTICIPATION GOALS ARE ESTABLISHED FOR THIS CONTRACT.

In accordance with Article 15-A of the New York State Executive Law and regulations adopted

pursuant thereto, the following forms are required to ensure compliance with the Minority and Women-owned Business participation requirements. In accordance with these requirements, the Contractor agrees to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) as subcontractors and suppliers on this contract for the provision of services and materials. The directory of New York State Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

In addition, the Contractor agrees to submit the following documents as evidence of compliance with the foregoing:

1. MWBE Utilization Plan (Form MWBE 103).

A. Contractors are required to submit a Utilization Plan on **Form MWBE 103** with their bid or proposal. The Utilization Plan shall list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract and a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the NYS OPWDD MWBE Program Management Unit.

B. The NYS OPWDD MWBE Program Management Unit will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include (i) the name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which NYS OPWDD MWBE Program Management Unit has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and (iii) other information which NYS OPWDD MWBE Program Management Unit determines to be relevant to the MWBE Utilization Plan.

C. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYS OPWDD MWBE Program Management Unit a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYS OPWDD MWBE Program Management Unit to be inadequate, NYS OPWDD MWBE Program Management Unit shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by NYS OPWDD MWBE Program Management Unit. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. NYS OPWDD MWBE Program Management Unit may disqualify an Contractor as being non-responsive under the following circumstances:

- a) If an Contractor fails to submit a MWBE Utilization Plan;
- b) If an Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- c) If an Contractor fails to submit a request for waiver; or

d) If the NYS OPWDD MWBE Program Management Unit determines that the Contractor has failed to document good faith efforts.

2. Request for Waiver Form (if applicable) (Form MWBE 104).

A Contractor who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan is not accepted by the NYS OPWDD MWBE Program Management Unit at that time, the provision of clauses 1 (B & C), regarding the notice of deficiency and written remedy will apply.

The Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the contract. Request for a partial or total waiver of established goals requirements made subsequent to award of a Contract may be made at any time during the term of the Contract to the NYS OPWDD MWBE Program Management Unit but prior to the submission of a request for final payment on the Contract.

3. MWBE Quarterly Contractor Compliance Report (Form MWBE 105).

Contractors are required to submit a MWBE Quarterly Contractor Compliance Report to OPWDD MWBE Program Management Unit by the 10th day of each month over the term of the contract documenting the progress made towards achievement of the MWBE goals of the Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the contract.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT**

I, _____, the (awardee /contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at the address below:

MWBE

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

- (1) Active and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from OPWDD and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

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

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

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

(MWBE UNIT REVISED: 03/2011)

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 03/11)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

MWBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification No.:

Address:

Project/Contract No.:

City, State, Zip Code:

MWBE Goals in the Contract: MBE % WBE %

Telephone No.:

Region/Location of Work:

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	<u>NYSDDED CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

<p>PREPARED BY (Signature): DATE:</p> <p>NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR MWBE USE ONLY	
	REVIEWED BY:	DATE:
<p>MWBE 103 (Revised 3/11)</p>	<p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____ Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	

Appendix B

REFUSE REMOVAL AND RECYCLING SERVICE

TABLE OF CONTENTS

<u>Topic:</u>	<u>Page:</u>
Detailed Specifications	2
General Standards	4
Bidder Qualifications/Performance Standards	5
Insurance Requirements	6
Reserved Rights	7
Contract Terms	9
General Contract Provisions	9
Late Bids	10
Inquiries	11
Bid Protests	12
Method of Payment	13
Procurement Lobbying Law	15

APPENDIX B

REFUSE REMOVAL & RECYCLING SERVICE

This monthly fee for service contract will be entered into to assure the efficient sanitary removal of all recyclables and solid waste such as household garbage, rubbish, trash, swill, etc. from various sites in St. Lawrence Co.

The contractor will be responsible for the cleanup of any spillage and leaking of trash/rubbish. The Agency will be responsible for separating recyclables and providing access to the pick-up point.

Recycling containers shall be zero sort containers.

Contract shall be effective July 1, 2012 through June 30, 2017.

DETAILED SPECIFICATIONS:

- 1) The Contractor shall be responsible for the removal of all solid waste such as garbage, rubbish, trash, swill, etc. from the subject sites, except regulated medical waste.
- 2) The Contractor agrees to remove from the sites on an as needed basis large refuse items (i.e. mattresses, chairs). Payment will be at the Contractor's established rate and separate from contract billing.
- 3) The Contractor shall provide a sufficient number of totes and/or dumpsters at each location to handle the estimated solid waste generated per site per the attached schedule. The contractor will be responsible for the repair or replacement of totes and dumpsters as needed.
- 4) The Contractor will be required to comply with all Local, State, and Federal Laws, Regulations, and Ordinances governing recyclables, garbage and trash including debris, removal and disposal. Any and all fees required by local governing agencies for disposal at Municipal Landfills will be the responsibility of the Contractor.
- 5) All recycling, trash including debris and garbage removal shall be removed in an efficient and sanitary manner. All leaking or spilling of garbage by the Contractor during removal shall be immediately cleaned up to prevent vermin infestation, unsanitary conditions, etc. The Facility will not provide any assistance to the Contractor in cleaning leaks, spills. Continued violation of the above will be basis of contract abrogation and back charges for clean up performed by others.
- 6) The Contractor shall provide the business office and sites served with a schedule of pickups per the specifications in the following schedule and will adhere to the submitted schedule.
- 7) The Agency shall provide accessibility to pick-up points during the designated hours and will be responsible for snow/ice control and road maintenance.

- 8) The Agency shall be responsible for delivering the garbage to the pick-up points prior to the scheduled removal.
- 9) The Contractor shall visit the site on a periodic basis or at the request of the Facility. The Contractor will be responsible for noting any material handling and any access problems that may exist.
- 10) Equipment schedule:

<u>Site Location</u>	<u>Container Size</u>	<u>Quantity</u>	<u>Approximate Loads</u>
Lewis House 51 Main St. Potsdam, NY	2 yd Waste	1	6-30 gallon bags
	4 yd Recycling	1	6-30 gallon recyclable bags
9 Depot St. Madrid, NY	6 yd Waste	1	12-30 gallon bags
	4 yd Recycling	1	9-30 gallon recyclable bags
62 County Route 31 Madrid, NY	6 yd Waste	1	12-30 gallon bags
	8 yd Recycling	1	6-30 gallon recyclable bags
15 Maple St. Norwood, NY	4 yd Waste	1	12-30 gallon bags
	4 yd Recycling	1	6-30 gallon recyclable bags
3 Sports Avenue Norwood, NY	2 yd Waste	1	12-30 gallon bags
	4 yd Waste	1	6-30 gallon recyclable bags
2 Spruce St. Norwood, NY	2 yd Waste	1	12-30 gallon bags
	4 yd Recycling	1	6-30 gallon recyclable bags

Invoices

Invoices for payment shall be submitted to:

Sunmount DDSO
 2445 State Route 30
 Tupper Lake, NY 12986-2502
 Phone: (518) 359-4122 or (518) 359-4098
 Fax: (518) 359-4236

GENERAL STANDARDS

General Considerations

Exhibit A must be completed and returned in order for your bid to be valid. Exhibits B, C, D, E and F, as well as the Procurement Lobbying Packet, Vendor Responsibility Questionnaire, ST-220 CA & TD, Consultant Disclosure Form A & Acknowledgment, HIPAA Agreement and Addendum to Appendix A: Supplement – MWBE Goals may be required upon award.

Full Service

This is a full service contract. Unless otherwise specified, for the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, fuel, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

Cost Information

Each bidder must submit cost information using the format provided in EXHIBIT A – BID PROPOSAL.

Contract Award

Contract will be awarded to the qualified bidder with the lowest total bid amount.

References

Bidders must be capable of providing Refuse Removal and Recycling Service in accordance with the specifications. Each bidder must supply three (3) references for similar accounts where such services have been provided. EXHIBIT B - REFERENCES is to be used to document these references.

Termination

The contract may be terminated by the Office for People With Developmental Disabilities (OPWDD) upon thirty (30) days written notice specifying the date upon which such termination shall become effective. OPWDD reserves the right to terminate the contract at any time it deems the successful bidder is unable or incapable of performing their duties to the satisfaction of OPWDD.

Bidder Qualifications and / or Performance Standards

1. The Contractor must be able to demonstrate not less than five (5) years experience in Refuse Removal and Recycling services.
2. The Agency has the option to delete locations being serviced, increase or decrease the size or quantity of containers or the frequency of pickup for each site being serviced.
3. OPWDD reserves the right to investigate or inspect at any time whether or not the product, qualifications or facilities offered by the bidder meet the requirements set forth in the contract. Contractor shall at all times during the contract term remain responsible and responsive. A bidder must be prepared, if requested by OPWDD, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the product offered/bid. If OPWDD determines that the conditions and terms of the bid documents or contract are not complied with, or that items or product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, OPWDD may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon OPWDD to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the bidder from fulfilling all requirements and conditions of the contract.
4. Each bidder must be able to prove to OPWDD that it has and does successfully and satisfactorily provide services comparable to the requirements set forth within these specifications. Completion of the reference forms included with the bid documents shall serve as initial proof of this experience. OPWDD reserves the right to contact references to obtain additional information. Bidders must supply references from customers for whom they've provided services comparable to the services being bid and the references must contain information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder.
5. Bidders who have previously held a comparable contract with OPWDD within the past three (3) years do not need to submit reference forms. They will be evaluated on the basis of the services provided to OPWDD, although OPWDD reserves the right to request other references and additional information.
6. Each bidder is responsible for carefully reviewing the specifications contained in this proposal. OPWDD will make no allowance or concession to a bidder for any alleged misunderstanding or discrepancy because of quantity, character, location, or other conditions.
7. Each bidder must inform himself by personal examination of the specifications, location, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality, and extent of the work to be performed and the condition under which the contract is to be executed.
8. The Contractor shall possess at no cost to OPWDD the necessary qualifications, permits and licenses required to perform the specified services in compliance with all State, Federal, and local laws and regulations.

9. The Contractor shall have in force during the contract period insurance as follows:

- Commercial and professional liability \$1,000,000 combined (bodily injury and property damage) single limit per occurrence, and \$2,000,000 aggregate.
- Workers' Compensation and Disability insurance as required by the laws of the State of New York. The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State.

Proof of Workers' Compensation and Disability coverage must be on one of the following forms:

WC & DB: CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Coverage.

Applicants eligible for exemptions must file a new CE-200 **for each and every new or renewed permit, license or contract** issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific contract requested by the applicant. **CE-200 forms are ONLY valid for the government agency listed on Form CE-200.**

The reason that a business is exempt from workers' compensation and/or disability benefits will be clearly stated on Form CE-200; **or**

WC: C-105.2 Certificate of Workers' Compensation Insurance. The business's insurance carrier will send this form to the government entity upon the business's request. Please note: The State Insurance Fund provides its own version of this form, the U-26.3; **or**

WC: SI-12 Certificate of Workers' Compensation Self-Insurance, or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance.

Please note: ACORD forms are not acceptable proof of workers' compensation coverage.

DB: DB-120.1, Certificate of Disability Benefits. The business's insurance carrier will send this form to the government entity upon request; **or**

DB: DB-155, Certificate of Disability Benefits Self-Insurance.

Proof of said insurance naming OPWDD as a certificate holder must be submitted with the signed contract.

10. The Contractor shall hold OPWDD harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment, or decree, also any expense connected with the services performed by any employee of the Contractor. The Contractor shall be liable for any damage to the building or its equipment caused by activities of his employees.

11. It is understood and agreed that the Contractor is acting as an independent contractor and not as an agent or employee of the Agency in the performance of the agreement. The Contractor hereby agrees to assume all responsibility in the performance of the services covered by the agreement and shall be solely responsible and answerable in damages for any claims resulting therefrom and hereby expressly covenants and agrees to indemnify and hold harmless OPWDD and the State of New York from any and all claims, suits, actions, damages, and costs of every nature and description arising out of or relating to the performance of its services covered by the contract.
12. The workmen to be employed shall possess the qualifications, training, licenses, and permits as may be required within the jurisdiction.
13. The CONTRACTOR shall, unless otherwise specified, furnish all necessary materials, equipment, and supplies required and/or so specified to accomplish the work described in this contract.
14. All costs associated with responding to this IFB are entirely the responsibility of the bidder and shall not be reimbursed by OPWDD. No claim will be made against OPWDD for any costs incurred by the bidder for the proposal preparation.
15. All Bidders and bidder employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State law and all resultant codes, rules, and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations, and corporations in business with the State. In signing the bid, each bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and /or State employees. Failure to comply with those provisions may result in disqualification for the bidding process and in other civil or criminal proceedings as required by law.

Reserved Rights

OPWDD reserves the right to:

1. Reject any or all proposals received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
5. Investigate qualifications of all bidders and their workmen on other work projects, in order to assess their ability to perform the work required and to evaluate the Contractor(s) personnel and methods of operation to ascertain that it can effectively perform the duties required;
6. Request the dismissal of any contractual employee who violates the safety and security rules and regulations of OPWDD or who in any way may be considered a hindrance to quality consumer care;

7. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
8. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information as it becomes available;
9. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
10. Change any of the scheduled dates;
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
12. Waive any requirements that are not material;
13. Negotiate with the successful bidder within the scope of the IFB in the best interest of the State;
14. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
15. Utilize any and all ideas submitted in the proposals received;
16. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
17. 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 the solicitation.
18. Cancel this contract without reason, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving OPWDD's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
19. Stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, OPWDD shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that OPWDD stops the work as provided thereof, together with the reason thereof, the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

Contract Terms

1. Unless modified as provided herein, this contract shall begin on July 1, 2012 and end on June 30, 2017. The State shall have the right to terminate this contract early for convenience. The State may only invoke its right to terminate for convenience on June 30, 2013 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the contractor no later than 30 days prior to the anniversary date. If the contract is not terminated, prices will be adjusted as of July 1, 2013 and on each subsequent anniversary, except for the contract termination date in accordance with the change in the National Consumer Price Index for Wages (CPI-W, unadjusted, US city average, all items index), published by the United States Bureau of Labor Statistics for the preceding twelve (12) month service period ending one hundred twenty (120) days prior to the anniversary date, or a five (5%) percent maximum escalation rate, whichever is less. CPI-W adjustment may result in an increase or decrease in contract amount. In the event that such index should be discontinued or materially altered in method of compilation, the figure to be used on each renewal anniversary shall be the applicable figure taken from the Index in general use, which is most closely comparable to such Consumer Price Index for Wages. The contractor has the sole responsibility to submit invoices at OPWDD approved adjusted rate, after the approved rates are issued by OPWDD.
2. The Contractor is required to complete the entire work or any part thereof as the case may be, to the satisfaction of OPWDD in strict accordance with the specifications.

Confidentiality

1. The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.
2. The bidder and OPWDD agree that all communications, until the effective date of the contract, shall be made in confidence, shall be used only for purposes of the contract, and that no information shall be disclosed by the recipient party except as required by Federal or State law. Upon approval of the contract by the OSC, all terms of the contract become available to the public.

General Contract Provisions

1. Subcontracting by the Contractor will not be permitted by OPWDD under the terms of this contract without the prior written consent of the Business Officer.
2. Prevailing Wage – the Contractor agrees to comply with all State and Federal laws and regulations relating to the payment of prevailing wage. If Prevailing Wages apply under Article 8 every contractor and subcontractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records (Section 220, subd 3-a New York State Labor Laws).

NOTE: Prevailing wage rates will be determined annually on July 1 of each year and are effective through June 30. Vendors will be responsible to pay the newly determined rates each year. The DOL website contains a location for vendors to enter their specific PRC number to find the correct wage rates for their contracts.

3. The quality of service shall be subject to inspection by OPWDD at any time. Should it be found that quality of the service being performed is not satisfactory, and that the requirements of the specifications are not being met, OPWDD will notify the Contractor of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, OPWDD may terminate the contract and employ a Contractor to make corrections at the original bidder's expense.

Method of Award

1. The award shall be made on the basis of lowest price to a responsible and responsive offerer or, in the case of multiple awards, to the lowest price offerers meeting all terms and conditions.

Late Bids

1. A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling of the Office for People With Developmental Disabilities (OPWDD), and, (2) that absent such mishandling, the bid would have arrived timely. Delays in the Mail or any other means of transmittal, including couriers or agents of the State, other than employees of OPWDD, will not suffice to excuse late arrival.
2. A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

Withdrawal of Bid

1. A bid may be withdrawn at any time prior to the time specified for receipt of bid.
2. Not more than five calendar days after the bid opening, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted on company letterhead and signed by an authorized company representative. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal.
3. A request for withdrawal of a bid shall be allowed if, before any detrimental change of position by the State occurred, the bidder establishes by clear and convincing evidence all of the following:
 - A. An error, verifiable by written evidence, occurred in the computation of the bid;
 - B. Absent the error the bid would have been at least 10 percent higher;

- C. The bidder would suffer at least a 10 percent loss on the Contract if required to proceed with the Contract at the price set forth in the bid;
 - D. The absence of negligence in the preparation of the bid. For the purposes of this subparagraph, the inaccurate preparation of an estimate for Work required in the Contract Documents may constitute negligence in the preparation of the bid. Such inaccuracies include but are not limited to the following:
 - I. The omission of quantities for labor or materials.
 - II. The use of erroneous quotations from subcontractors or suppliers.
4. If the bidder fails to meet its burden of evidence, the request to withdraw shall be denied. The bidder will also be held responsible for the additional cost of doing the work. The decision of the Contracting Officer shall be final and conclusive.
 5. During the pending decision period on a request to withdraw, the Contracting Officer shall continue with the contract award process as if the bid which is the subject of the request had been withdrawn.
 6. No bidder who has made request to withdraw, whether or not granted, shall be permitted to be considered for award of the Contract which was the subject to the request or on a re-bid subsequent to action on the request.

Conflict of Terms

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- (1) Appendix A (Standard Clauses for NYS Contracts)
- (2) Service Agreement document (contract)
- (3) RFP or IFB
- (4) Selected Contractor's Bid

Inquiries

1. All questions should be submitted in writing, citing the particular bid section and paragraph number. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

Designated Contact Person(s) For Inquiries:

Any questions or concerns regarding this procurement should be directed to Stacey Relation or Lori Johnson:

Office for People With Developmental Disabilities
Contract Management Unit
500 Balltown Road
Building 1, 4th Floor
Schenectady, NY 12304
Phone: (518) 370-7342
Fax: (518) 370-8068

Tie Bids

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. The award will be made to the vendor who has the most number of years of satisfactory service with OPWDD.
2. If the tie involves a New York State firm and one whose principal place of business is outside the State of New York, preference shall be given to the New York State firm.
3. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), the award shall be made to the certified MWBE.
4. If tie bids cannot be determined by the above methods, the award will be made by random selection.

Debriefings to Unsuccessful Bidders

A debriefing to an unsuccessful bidder in an OPWDD solicitation will be made available to individual bidders on a case by case basis. The debriefing process offered to unsuccessful bidders regarding the procurement serves to illuminate the given bidder's shortcomings with respect to their submitted proposal in an effort to educate them to be successful in future bid submissions to OPWDD/State of New York. Please note that all debriefings must be limited exclusively to the individual bidder's proposal. OPWDD may not discuss a bidder's proposal in comparison to another vendor's proposal. This limitation in discussion of the bidder's proposal is mandated by State Finance Law 163 (9)(e), which prohibits the disclosure of the content of competing offers. To make an appointment for a debriefing, please contact the Contract Unit at (518) 370-7342.

Bid Protests:

Bidders wishing to file protest of the awarding of a bid (s) must notify OPWDD in writing of their intent to protest the award within ten (10) business days of their receipt of notice of non-award. The protest should include the following information:

- Identify the name and number of the IFB and the award date.
- Indicate the bidder's interpretation as to why they feel they were denied the award (i.e. summarize the deficiencies identified during the debriefing) and state their justification for the bid protest.

- Bid protests must be mailed to:

Office for People With Developmental Disabilities
Contract Management Unit
Attn: Stacey Relation
Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Vendor Responsibility Questionnaire

State agencies are required under Article XI, section 163(3)(a)(ii) of New York State Finance Law to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the offerer's qualifications, financial stability, and integrity. A responsibility assessment document may be required upon award. It is entitled the "Vendor Responsibility Questionnaire". It is a required submission for all respondents awarded a contract valued over \$100,000.00 as a function of this IFB.

"Online" Vendor Responsibility Questionnaire (in lieu of the paper questionnaire)

Vendors are recommended to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System. Online VendRep System enrollment information is available on the New York State Office of the State Comptroller (OSC) website via the "New York State VendRep System Welcome Package" (Updated November 2010) which is available at the following website address:

<http://www.osc.state.ny.us/vendrep/documents/welcomepkg.pdf>

For VendRep System user assistance and support, the OSC Help Desk may be reached at 866-370-4672 or (518) 408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us

Method of Payment

1. Invoices for payment shall be submitted to OPWDD at the end of each month on a company invoice for goods or services satisfactorily furnished during the month. Contract or Purchase Order Number is to be referenced on all invoices. Sales tax should not be included on invoices. New York State Agencies are tax exempt.
2. These invoices will be processed in accordance with established procedures of OPWDD and the Office of the State Comptroller.
3. The State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by an itemized accounting of reimbursable costs.

Contract Payments

1. Contractor shall provide complete and accurate billing invoices to the New York State Office for People With Developmental Disabilities (OPWDD) “designated payment office” as specified in the Contract or Contract Amendment to receive payment. Billing invoices submitted to OPWDD must contain all information and supporting documentation required by the Contract, the OPWDD, and the N.Y.S. Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the OPWDD Commissioner or his/her designee when, in his/her discretion, extenuating circumstances prevail.

Electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at <http://www.osc.state.ny.us/epay/index.htm>, by e-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner/designee has expressly authorized payment by paper check as set forth above.

**Procurement Lobbying Act:
(Chapter 1 of the Laws of 2005)**

State Finance Law, Section 139-j and 139-k provides that certain communications between OPWDD and its vendors are limited, and in some instances are prohibited, during the procurement process. An individual or entity (or someone acting on their behalf) is restricted in communicating with OPWDD staff where the purpose of the communication is reasonably considered to be an attempt to influence the procurement. This restriction commences at the earliest moment that OPWDD issues its intent to solicit offers and continues through the final award and approval of the procurement by OPWDD and, if applicable, the Office of the State Comptroller. OPWDD is obligated to identify in its solicitation certain staff who may be contacted during the procurement process. Any contacts to OPWDD other than to those individuals so identified by OPWDD, subject to certain specific exclusions, are prohibited. OPWDD employees are also required to obtain and record certain information when they are contacted during this restricted period and any impermissible contacts must be taken into account prior to the award of the procurement contract. Instances of such impermissible contacts must be referred and an investigation will be undertaken to determine whether there was a knowing and willful violation of these requirements. If there is reason to believe that a violation did in fact occur, then the offending vendor must be so notified and afforded an opportunity to be heard prior to a final determination. If such a violation is found to have occurred there can be a finding of non-responsibility for that vendor and two such findings within a four year period may result in a debarment from further governmental procurement contracts.

Further information about these requirements can be found at:

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

Termination Provision

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

EXHIBIT A - BID PROPOSAL

REFUSE REMOVAL & RECYCLING SERVICE

Indicate the monthly cost for each type of equipment listed for each location. The sum of all locations shall be input in the "Total" field. Award will be made to the qualified bidder with the lowest Total price. You must bid on all locations.

Recycling containers shall be zero sort containers.

All containers are a quantity of one. Services are to be performed one (1) time per week.

<u>Equipment or Service</u>		<u>Monthly Price</u>
Lewis House 51 Main St. Potsdam, NY	2 yard Waste	\$_____
	4 yard Recycling	\$_____
9 Depot St. Madrid, NY	6 yard Waste	\$_____
	4 yard Recycling	\$_____
62 County Route 31 Madrid, NY	6 yard Waste	\$_____
	8 yard Recycling	\$_____
15 Maple St. Norwood, NY	4 yard Waste	\$_____
	4 yard Recycling	\$_____
3 Sports Avenue Norwood, NY	2 yard Waste	\$_____
	4 yard Recycling	\$_____
2 Spruce St. Norwood, NY	2 yard Waste	\$_____
	4 yard Recycling	\$_____
TOTAL		\$_____

EXHIBIT A - BID PROPOSAL

REFUSE REMOVAL & RECYCLING SERVICE

Company Name: _____

Representative's Name: _____

Signature: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

Fed Tax ID#: _____

Email: _____

EXHIBIT B - REFERENCES

Bidders must supply three (3) references from customers for whom they've provided services comparable to the services being bid and the references must provide information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder. Completion of this reference form shall serve as initial proof of the required experience.

Reference #1: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #2: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #3: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Company Name: _____

Signature & Title: _____

Bidders who have previously held a comparable contract with the DDSO within the past 3 years do not need to submit this reference form. They will be evaluated on the basis of the service provided to the DDSO, although the DDSO reserves the right to request other references and additional information.

EXHIBIT C - CONFIRMATION OF COMPLIANCE WITH IFB

The undersigned confirms that it has read the IFB, understands it, and agrees to be bound by the conditions of the IFB.

Company Name

Authorized Representative

Title

Address

Phone

Federal Employer Identification Number

Number of Years in Business _____

Attach One of the Following:

- Certificate of Incorporation (include amendments and receipt of filing)
- Certificate of Conducting Business as Partners (certified copy)
- Certificate of Conducting Business as a Sole Proprietor (certified copy)
- D/B/A Certificate

Signature

Date

EXHIBIT D – CERTIFICATION

**“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable)

1. have business operations in Northern Ireland Yes No

If yes:

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

CERTIFICATION

The bidder signs below in full knowledge and acceptance of the provision of this Attachment, including the "MacBride Fair Employment Principles", the "Waiver of Immunity Clause", the "Non-collusive bidding certification", and the "Non-discrimination clauses".		
Firm Name		Typed or Printed Name of Bidder
Date	Official Title	Signature

EXHIBIT E – SMALL, WOMEN, MINORITY OWNED BUSINESS ENTERPRISE QUESTIONNAIRE

Company/Bidder Name _____

Address _____

City, State _____

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business: _____ Yes _____ No

2. Total number of people employed by your business: _____

3. Total number of people employed by your business in New York State: _____

4. Is your company independently owned and operated: _____ Yes _____ No

5. Is your company a Minority or Women-Owned Business as defined in Article 15A of the NYS Executive Law?
(Your firm is at least 51% owned and controlled by women,
or 51% owned and controlled by minority group members
ie, Black, Hispanic, Asian, Pacific Islander, American
Indian, Alaskan Native? _____ Yes _____ No
_____ Minority-Owned Firm
_____ Women-Owned Firm

If yes, have you been certified or registered? _____ Yes _____ No
List certification or registration authority: _____

6. Place of Manufacture of Product(s) Bid:
(Please indicate Yes or No for either A, B or C)

A. All NYS Manufacture _____ Yes _____ No
B. All Manufactured outside NYS _____ Yes _____ No
C. Manufactured In NYS and Outside NYS _____ Yes _____ No
If yes to C above, Location (State) where more than
half the value is added to the product(s) bid: State of _____

7. Bidder's Principal Place of Business* State of _____

*Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

**For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

OPWDD
Stacey Relation, CMS1
Contract Management Unit
500 Balltown Road
Schenectady NY 12304

Schedule Year 2011 through 2012
Date Requested 11/25/2011
PRC# 2011901078

Location St. Lawrence County
Project ID# 115S
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) 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: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

OPWDD
Stacey Relation, CMS1
Contract Management Unit
500 Balltown Road
Schenectady NY 12304

Schedule Year 2011 through 2012
Date Requested 11/25/2011
PRC# 2011901078

Location St. Lawrence County
Project ID# 115S
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available [online](#).

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-352-6088	212-352-6580

Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

St. Lawrence County Article 9

Trash and Refuse Removal 11/01/2011

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT 1**

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES
For use with Transfer Station Operation.

Per hour: 07/01/11

Indus. Truck Driver/Tractor Operator
\$15.40

Laborer/ non-construction
\$12.36

Conveyor operators and tenders
\$13.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: \$1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal 11/01/2011

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT 1**

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
07/01/2011
Trash, Recycling
Roll-Off and
Brush Drivers \$14.00
Thrower Helper \$10.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
07/01/2011
\$5.34*

* Applies the 1st of the month after 30 days of service.

Vacation pay:

After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

Personal days after 90 days of service accrue at 2 hours per month for a total of 24 hours or 3 days per calendar year.

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

1-317

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015