



**Invitation For Bid**  
**Refuse Removal and Recycling**

**Ref. No. US:062118**

University Services  
Contact Person: Soteris Tzitzis  
405 Maytum Hall  
Fredonia  
280 Central Ave.  
Fredonia, New York 14063

**Deadline for Submissions:**

**3:00 p.m. EDT, Monday, July 30, 2018**

## **SECTION 1: GENERAL REQUIREMENTS**

### **1.1 Introduction**

SUNY at Fredonia is requesting bids for refuse removal and recycling for our 2018-19, 2019-20, 2020-21, and 2021-2022 fiscal years. It is the Fredonia's desire to have a single, safe reliable refuse removal company to provide this service.

This Invitation for Bid (IFB) outlines the terms and conditions, and includes all applicable information required for submitting a bid. To ensure compliance with the IFB requirements, and to prevent disqualification, Bidders must follow all instructions in "Section 3: Instructions to Bidders."

This IFB is organized in to six (6) sections:

- Section 1: General Requirements
- Section 2: Scope of Work
- Section 3: Instructions to Bidders
- Section 4: Method of Award
- Section 5: Pricing Sheet
- Section 6: New York State Standard Terms and Conditions and required procurement documents

### **1.2 Contract Term**

The contract shall have a term of four (4) years, beginning September 1, 2018 and ending August 31, 2022 Fredonia shall have the right to terminate the contract early in accordance with the terms and conditions outlined herein in "Section 1.4, Termination," and "Section 1.28, P., iv., Contract Termination under New York State Finance Law §§139-j and 139-k."

### **1.3 Escalation Clause**

The pricing quoted by the Contractor awarded the contract resulting from this IFB shall remain fixed during the four-year contract term with no escalation permitted.

### **1.4 Termination**

Unless modified as provided herein, the contract resulting from this IFB shall begin September 1, 2018 and end August 31, 2022. Fredonia shall have the right to terminate this contract for (i) unavailability of funds; (ii) cause; or (iii) convenience, provided that Fredonia has given 30 days written notice to the Contractor. Fredonia may only invoke

its right to terminate for convenience on September 1, 2019 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided Fredonia has given written notice to the contractor no later than thirty (30) days or more prior to the date of termination. (See also termination provisions under "Section 1.28, P., iv, Contract Termination under New York State Finance Law §§139-j and 139-k.")

#### **1.5 Multi-Year Contracts Contingent upon Appropriations**

If the New York State Legislature fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal-year period of the contract resulting from this IFB, succeeding the initial fiscal year, the Contract shall be canceled automatically, as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Fredonia's rights or the Contractor's rights under any termination section in this IFB and resulting Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and Fredonia from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

#### **1.6 Contractor Status**

The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Fredonia. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Fredonia and the State of New York, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters. (See also "Section 1.7 - Indemnification Clause.") Upon request, the Contractor will provide to Fredonia evidence of compliance with these requirements.

#### **1.7 Indemnification Clause**

The Contractor shall indemnify, defend and hold harmless Fredonia and its employees, the State University of New York, and the State of New York from and against all claims, loss, liability or damages, including attorney fees, incurred as a result of the loss, destruction, error, or omissions of the Contractor. Fredonia, the State University of New York, and State of New York shall not be liable upon any cause of action brought against the Contractor as a result of the Contractor's performance in compliance with this IFB.

#### **1.8 Contractor's Liability Insurance**

The Contractor shall procure, and maintain in effect, an insurance policy, as described below, throughout the entire term of the contract resulting from this IFB. The policy shall be issued by an insurance company authorized to do business in New York State and the jurisdictions in which Fredonia is located. Such insurance will protect the Contractor and the College from the claims set forth below. These may arise out of or as a result of the Contractor's operation under the Contract and for which the Contractor may be liable. This holds whether such operations by the Contractor, or by a sub-contractor, or by



anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

**A copy of the policy or certificate of insurance shall be delivered by the Contractor to Fredonia's designated representative prior to commencement of contract. Thirty (30) days written notice to Fredonia is required for any change in carrier, coverage or cancellation.**

- A. **Comprehensive General Liability Insurance** providing coverage for Fredonia and the Contractor in the form as herein above required, including Contractor's Protective Liability Insurance, Completed Operations Insurance, Product Liability and Contractual Liability Insurance, Broad Form Property Damage, Blanket XCU and Employees as insured meeting all New York State and Federal requirements.
- B. **Comprehensive Automobile Liability Insurance** including hired and non-owned vehicles either rented or borrowed by the Contractor or employees of the Contractor, meeting all New York State and Federal requirements.
- C. **Statutory Worker's Compensation, Employer's Liability and Disability Benefits**, policies to afford coverage in state where work is performed, meeting all New York State and Federal requirements.
- D. **Umbrella Liability - \$10,000,000 per occurrence**

Providing coverage for the College and the Contractor—Limits excess of General Liability, Auto Liability, and Employers Liability. Coverage must be as broad as the primary policies.

**E. Other requirements:**

- 1. Policy(s) shall list the State of New York and the State University of New York as "Additional Insured." This shall apply to all except Worker's Compensation and Disability.
- 2. Policies shall be endorsed as primary with respect to any other insurance.
- 3. The insurance required shall be written for not less than the limits of liability specified herein or required by law, whichever coverage is greater. Coverage shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after.
- 4. Such insurance coverage shall be a Casualty Insurance Company authorized under the laws of the State of New York with a Best Rating of "A-VIII" or higher and satisfactory to Fredonia. The insurance policies shall make reference to the contract resulting from this IFB.



Certificates of Insurance and certified copies of all policies required shall be submitted to and verified by Fredonia. These certificates, and the insurance policies required, shall contain a provision that coverage afforded under policies will not be cancelled or allowed to expire until 60 days prior to written notice has been given to Fredonia. **The contract resulting from this IFB will be void without proper coverage as specified herein.**

5. The Insurance coverage and limits required by the contract shall not limit the extent of the Contractor's responsibilities and liability specified within the contract documents or by the law.

### 1.9 Workers Compensation

New York State Workers Compensation Law, Sections 57 and 220, requires State Agencies to ensure, PRIOR to entering into any contract (including purchase orders), that the intended vendor has appropriate NYS workers compensation and disability insurance coverage. Please note, "ACORD" certificate of insurance forms **are not** acceptable documentation for proof of coverage. A vendor's insurance carrier must provide the vendor with copies of the correct, completed New York State forms to present to the State Agency purchasing agent **AND** must submit these forms (annually) to the Workers Comp Board so they can be properly recorded. **State agencies are prohibited from issuing purchase orders/contracts until the proper forms have been received and verified.**

Per the requirements of the law, **ONE** of the following NYS forms is required as proof of **Workers Compensation** coverage:

- **C-105.2** (if using a private insurance carrier) **OR**
- **U-26.3** (if insured through the NYS Insurance Fund) **OR**
- **SI-12** or **GSI-105.2** (if self-insured)

In addition, **ONE** of the following forms is required as proof of **Disability** coverage:

- **DB-120.1** (if using a private insurance carrier) **OR**
- **DB-155** (if you are self insured).

### 1.10 Contractor's Primary Contact

The Contractor shall, within ten (10) business days after the award of the contract, submit a written notification to Fredonia identifying the name, title, address, and telephone number of one (1) individual within its organization who will service as the duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary, provided Fredonia is notified immediately.

The Contractor shall coordinate its activities in the performance of the contract with the Facilities Services and University Services Departments as required. The Contractor

and the Facilities Services Department will discuss placement of containers and other matters covered by the contract throughout the contract period.

#### **1.11 Invoicing Requirements**

The Contractor must submit proper monthly invoices, which will be paid separately by Fredonia, FSA and the Fredonia College Foundation, as instructed below, at the completion of each month of service. Payment will be based on any invoice used in the Contractor's normal course of business. However, each invoice must identify each building and applicable charges per pricing sheet (Section 5) and the total amount due by the Contractor. All prices shall be as represented on the pricing sheet in Section 5 of this IFB. **Fredonia, FSA or the Fredonia College Foundation shall not be liable for any additional charges unless specifically agreed to by the Director of University Services or the Controller for FSA.**

Payment will be processed after receipt of conforming services and a proper invoice, and approval of the invoice by University Services designee.

##### **For Schedules A, B and C:**

Submit invoice to:  
State University of New York at Fredonia  
Accounting Department  
402 Maytum Hall.  
280 Central Ave.  
Fredonia, NY 14063

##### **For Schedule D:**

Submit invoice to:  
Fredonia College Foundation  
272 Central Ave.  
Fredonia, NY 14063

##### **For Schedule E:**

Submit invoice to:  
Faculty Student Association  
Gregory Hall  
280 Central Ave.  
Fredonia, NY 14063

#### **1.12 Evidence of Responsibility**

Prior to the award of a contract pursuant to this IFB, the Director of University Services may require the Bidder deemed to be the apparent lowest, responsible bidder to submit additional information bearing upon its ability to perform the Contract as deemed appropriate.

### **1.13 Nondiscrimination in Employment**

The Contractor agrees: (A) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (B) to include a provision similar to that contained in subsection (A), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (C) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

### **1.14 EO 177 Certification**

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

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

EO177 Certification form to be completed and submitted with bid. If form is not completed and submitted, may be caused to deem bid response as non-responsive and be rejected.

### **1.14 Minority/Women Business Enterprise (M/WBE) Notice**

M/WBE firms certified by New York State are encouraged to respond to this solicitation.

### **1.15 Order of Precedence (within this IFB and resulting contract)**

In the event of a discrepancy or conflict in the performance of the Contract resulting from this IFB, such discrepancy/conflict shall be resolved by giving precedence in the following order:

- A. Exhibit A and Exhibit A-1
- B. IFB document
- C. Contract clauses
- D. Documents, exhibits and other attachments to the contract
- E. Approved Contract resulting from this IFB
- F. Contractor's bid submission in response to the IFB

### **1.16 Arrearages**

By submitting a response to this solicitation, Bidder represents that it is not in arrears in the payment of any obligation due and owing the State of New York, including the payment of taxes and employee benefits, and that it shall not become so in arrears



during the term of the contract, if selected for contract award.

#### **1.17 Compliance with Laws**

The Bidder hereby represents and warrants that:

- A. It is qualified to do business in the State of New York and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- C. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

#### **1.18 Retention of Records**

The Contractor awarded the contract resulting from this IFB shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by Fredonia hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of New York, State University of New York, including the Director of University Services or his designee, at all reasonable times.

#### **1.19 Tax Exemption**

Fredonia is exempt from Federal Excise Taxes and New York Sales and Use Taxes.

#### **1.20 EPA Compliance**

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1971, where applicable.

#### **1.21 Occupational Safety and Health Act**

All materials, supplies, equipment, or services supplies as a result of this contract shall comply with the applicable U.S. and New York State Occupational Safety and Health Act standards.

#### **1.22 New York Law Prevails**

The provisions of this contract shall be governed by the laws of the State of New York.

#### **1.23 Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with Fredonia's procurement policies.

#### **1.24 Confidentiality and Publicity**

Contractor will retain all confidential information provided by Fredonia in the strictest

confidence and will neither use it nor disclose it to anyone, other than employees requiring the information to perform the services under the contract resulting from this IFB, without the prior written consent of Fredonia. Fredonia will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Contractor will not issue any public announcements concerning Fredonia without the prior written consent of Fredonia.

#### **1.25 News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of Fredonia.

#### **1.26 Disposition of Materials**

All materials submitted in response to an IFB will become the property of Fredonia and will be returned only at Fredonia's option and at the expense of the Contractor submitting the bid. One copy of a submitted bid will be retained for official files and become a public record. However, any confidential material submitted by a Contractor that was clearly marked as such will be returned upon request.

#### **1.27 Notices**

Notice under the contract resulting from this IFB shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. Mailbox, first class and addressed to the other party as follows:

##### **For FREDONIA:**

SUNY Fredonia  
University Services  
405 Maytum Hall  
280 Central Ave.  
Fredonia, New York 14063  
(716) 673-3257

##### **For Contractor:** (Please complete the following)

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Name and Title

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Department

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Company Name

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Street

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City

State

Zip

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Phone

Fax

---

Email

### 1.28 Additional Provisions

- A. By submission of a bid, Bidders acknowledge their ability to meet the specifications and pricing schedule in Section 5 of this IFB.
- B. By submitting a bid, the Bidder agrees that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
- C. The Contractor must provide refuse removal service as outlined in this IFB. Refusal to provide this service will constitute cause for cancellation of the Contract. If cancellation is accomplished, the Contractor shall understand and agree that Fredonia shall assess and recover liquidated damages from the Contractor. The Contractor shall pay liquidated damages in the amount of the unit prices for the buildings, as quoted by Contractor in the Pricing Sheet in Section 5 of this IFB. Such must be paid to Fredonia at the time of cancellation.
- D. The intent of the Contract resulting from this IFB is to have all refuse removal conducted by the primary company. If and when it may be absolutely necessary to use a subcontractor(s), prior approval must be obtained from Fredonia, in writing, confirmed via phone with University Services, and all terms of the Contract apply. **No subcontracting is permitted without pre approval by Fredonia.**
- E. Bidders may be requested to provide evidence that the award of a Contract will not result in a conflict of interest with regard to either other work performed by the Bidder or to potential conflict of interest among specific Bidder's staff.
- F. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the bid.
- G. Failure to meet mandatory requirements may result in bid being rejected.
- H. All Bidders and Bidders' 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 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 doing business with the State. In signing the bid response, 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.



- I. The Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement for Fredonia. Other departments at Fredonia may secure similar services from other sources, but also may use, with proper notice to the Contractor, services specified within the contract resulting from this IFB at the rates quoted by the successful Bidder.
- J. As of August 2004, New York State Tax Law requires that, for transactions meeting certain criteria, each contractor that wishes to do business with State agencies must certify that it is registered with the NYS Department of Taxation & Finance for the purpose of collection and remittance of sales and use taxes. For more information, please visit the New York State Department of Taxation & Finance Website at: [http://www.nystax.gov/sbc/nys\\_contractors.htm](http://www.nystax.gov/sbc/nys_contractors.htm). Fredonia is required to obtain this documentation for the procurement that is the subject of this IFB. **A New York State Department of Taxation & Finance "Contractor Certification to Covered Agency Form ST-220-CA" has been included in this IFB in "Section 7: New York State Standard Terms and Conditions and Required Procurement Documents."** Please be sure to complete and return this form with your bid submission.
- K. Section 163 of NYS Finance Law requires that all contract awards be made only to responsive and responsible vendors. In order to determine responsibility, vendors submitting bids in response to this IFB are required to complete an Office of the New York State Comptroller Vendor Responsibility Questionnaire, and certify that all information is true and accurate. Failure to complete this form, or to respond to requests for additional information, may disqualify the vendor from evaluation. Certification of vendor responsibility is subject to approval of the New York State Office of the Comptroller. A positive responsibility finding must be present for a contract to be awarded. A finding of non-responsibility will result in the rejection of a vendor bid, or the termination of a contract. **A "State of New York Vendor Responsibility Questionnaire" has been included in this IFB in "Section 6: New York State Standard Terms and Conditions and Required Procurement Documents."** Please be sure to complete and return this form with your bid submission.
- L. Non-performance of the Contract resulting from this IFB shall result in termination of the Contract and either an award being made to the next lowest, responsible bidder or re-bidding of the Contract, whichever shall be in the best interest of Fredonia and State of New York.
- M. New York State Standard Contract Clause, Exhibit A, applies.
- N. New York State Affirmative Action Clause, Exhibit A-1, applies.
- O. Receipt of a bid in response to this IFB does not obligate Fredonia in any way.
- P. **Procurement Lobbying Act:** It is the policy of the State University to comply with the provisions of State Finance Law §§139-j and 139-k and related guidance

offered by the Advisory Council on Procurement Lobbying and the Office of the State Comptroller.

Prior to approval by State University and the State Comptroller of the Contract for which this IFB has been issued, a vendor shall not communicate with State University other than with the person identified in this solicitation as the Designated Contact, or with a person who the Designated Contact has advised the vendor is also a Designated Contact. **The Designated Contact, as of the date hereof, is Soteris Tzitzis, as identified in "Section 3: Instructions to Bidders."**

- i. State University policy and prohibitions regarding Contacts may be viewed by visiting the following web site: [www.suny.info/policies](http://www.suny.info/policies).
  - ii. Each Bidder shall submit with its bid a written affirmation of its understanding of State University's procurement lobbying procedures and agreement to comply with such procedures, in the form of the attached Form B.
  - iii. Each Bidder shall submit with its bid, in the form attached as Form C, written disclosure whether the Bidder has been determined to be non-responsible within the previous four years by reason of having violated State Finance Law §139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with State Finance Law §139-j ; and certification and that the Bidder has provided accurate and complete information with respect to its compliance with State Finance Law §§139-j and 139-k within the previous four years.
  - iv. **Contract Termination under New York State Finance Law §§139-j and 139-k:** The State University reserves the right to terminate the Contract resulting from this IFB in the event it is determined that the certification filed by the Contractor in accordance with New York State Finance Law §139-j and §139-k was intentionally false or intentionally incomplete. Upon such determination, the State University may exercise its termination right by providing written notification to the Contractor.
- Q. Fredonia reserves the right to request clarifications from Bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all Bidders determined to be susceptible to being selected for contract award prior to award.
- R. Fredonia reserves the right to modify the requirements of this IFB after its release. All vendors that have requested the IFB documents will receive written notification of any modifications to the requirements of this IFB. If any modifications make compliance with the original procurement Process Schedule, as set forth in Section 3.6, impractical, Fredonia will adjust the timetable accordingly.
- S. Fredonia reserves the right to eliminate mandatory requirements unmet by all



Bidders and adjust or correct any arithmetic errors in the quotations.

- T. Fredonia reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions
- U. All Bidders responding to this IFB shall be accorded fair and equal treatment with respect to their opportunity for discussion and revision of offers. Fredonia, upon request, will provide a debriefing to any unsuccessful Bidder that responded to this IFB regarding the reasons that the bid submitted by the unsuccessful Bidder was not selected for award. Requests for a debriefing are to be sent in writing to Soteris Tzitzis, Director of University Services, as indicated in Sections 3.4 and 3.8, within 5 business days after receiving notification from Fredonia that they have not been selected for award.
- V. Any additional Bidder's terms, which are attached or referenced with a submission shall not be considered part of the bid, but shall be deemed included for informational purposes only.
- W. Information concerning the availability of New York State subcontractors and suppliers is available from the New York State Empire State Development agency, which shall include the directory of certified M/WBEs. It is the policy of New York State to encourage the use of New York State subcontractors and suppliers, and to promote the participation of certified M/WBEs where possible, in the procurement of commodities and services.
- X. Fredonia will not be liable for any costs incurred by Bidders in the preparation and production of a quotation or the costs of any services performed prior to receiving approval of the agreement from New York State. All quotations and materials submitted in conjunction with the quotations shall become the property of the State University of New York for use as deemed appropriate, respecting all copyrights.
- Y. This agreement shall be effective immediately upon approval of the New York State Office of the State Comptroller or by the State University of New York procurement procedures when applicable and shall remain in effect for four (4) years, unless terminated as provided for herein.
- Z. **Diesel Emissions Reduction Act of 2006 (the "Act"):**  
The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the Contractor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the Contractor. Annually, but no later than March 1<sup>st</sup>, the Contractor shall complete and submit directly to the State University of New York



("SUNY"), via electronic mail, the [Regulated Entity Vehicle Inventory Form](#) and [Regulated Entity and Contractors Annual Report](#) forms at the Department of Environmental Conservation ("DEC") website:

<http://www.dec.ny.gov/chemical/4754.html> for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23."

**AA. Prevailing Wage Rates:**

The contractor agrees to pay/comply with all State and Federal laws and regulations relating to the payment of NYS prevailing wage rates to employees. Copy of prevailing wage rates may be found at <http://www.labor.ny.gov>

**AB. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).**

**This Contractor and its subcontractors (if any) shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

## **SECTION 2 - SCOPE OF WORK**

2.1 The successful contractor will provide landfill and one stream recycling of refuse generated by Fredonia. It shall be recognized as comprising all waste items set aside in designated locations to be hauled off campus by the contractor to an approved landfill or disposed of through appropriate recycling methods according to material classifications and procedures established by Industry, Federal, State, Local authorities.

Landfill garbage is understood to include but not limited to these items; food, soiled paper, soiled hard/soft plastics, etc.

One stream recycling includes, but not limited to, all clean recyclable materials such as glass, cans, plastics, paper, cardboard, etc. These items are collected and disposed of in same containers that are green in color or marked recyclable materials, provided by the contractor and is to be included in price.

Construction debris separated from the aforementioned will be recognized as a separate item for occasional disposal by the contractor and is to be included in price.

The recycling/disposal of used/discarded rubber vehicle tires. Contractor will bring in a thirty (30) cubic yard container when notified by Fredonia, when tires are to be picked up and dispose of in accordance with all New York State and County laws & regulations and is to be included in price.

Confidential paper (records) for thermal or shredding destruction is to be provided and included in price. The contractor will also be notified by Fredonia to provide this service

four (4) times per year or when needed by Fredonia. Confidential paper (records) for thermal or shredding destruction must meet NYS/Federal records destruction. Confidential paper destruction pick-ups will be handled to:

- Ensure the security and confidentiality of customer records and information.
- Protect against anticipated threats to the security and/or integrity of such customer records and information.
- Guard against unauthorized access to or use of customer records or information that could result in substantial harm or inconvenience to any customer.

Comply with the Gramm-Leach-Bliley Act and the rules promulgated there under by the Federal Trade Commission.

**Certificate of Destruction** of all confidential papers to be sent to the Director of University Services, 405 Maytum Hall when completed. This is to be included in price. Failure to do so may be cause for contract cancellation.

## 2.2 Vendor Profile

This IFB is designed to obtain complete data from each Bidder to enable Fredonia to determine which contractor is best able to provide Fredonia with the refuse service.

**Each Bidder must furnish as part of its quotation a complete description of its ability and experience.** Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the bid. Included in this profile shall be the following:

- A. Name and address of Bidder
- B. The duration and extent of experience in refuse removal; Bidders must show a three year record of similar scope of satisfactory performance is required.
- C. References
  1. A listing of at least three (3), customer references, including the name, address, phone number, and a contact person at each location.
  2. Bidder is to list the references in the order they would prefer them to be contacted.
  3. At least one of the references to be from the educational community (K-16).
  4. References must be satisfactory.
- D. A list of accounts where services were terminated for any reason.

Failure to show **conclusive evidence** of satisfactory qualifications as indicated above will result in the rejection of the bid offered by the contractor so evaluated.

2.3 The refuse and recyclables will be delivered to each designated pickup location by Fredonia personnel; typically, a building, loading dock or entranceway for reasonable access by the contractor's personnel and truck. For other than the dumpster trash, Fredonia will have all recyclable refuse placed in labeled recycled containers or other reusable trash containers provided by the contractor. These reusable refuse containers shall be emptied into the contractor's vehicle and returned undamaged to the pickup location by the contractor. The contractor will be responsible for replacement of any damaged to reusable containers owned by Fredonia when being emptied.

2.4 It will be the responsibility of the contractor to collect and dispose of all campus refuse in a way that meets all Federal, State and Local laws and ordinances relating to recycling and landfill disposal of refuse. This contract includes removal of all trash and debris from all Fredonia facilities operations including that of the Faculty Student Association (FSA), Fredonia College Foundation, Fredonia Incubator buildings as described in Section 1 and Section 2 along with all attached Schedules. **Schedule A & B** is for Fredonia, **Schedule C** for the Fredonia Incubator Building, **Schedule D** is for the Fredonia College Foundation and **Schedule E** is for the Faculty Student Association.

Included in this bid; is to supply and maintain at least forty-five (45) ninety (96) gallon toters', nine (9) one (1) cubic yard tilt carts, at least forty (40) six cubic yard dumpster containers, six (6) three (3) cubic yard dumpster container, four (4) eight (8) cubic yard dumpster one (1) thirty yard dumpster container at the Services Grounds complex and four (4) ten cubic yard dumpster at the College Lodge, university Commons and Williams Center (FSA).

2.5 Pickups will be at all Fredonia buildings and grounds, as shown on the attached schedules. **All containers provided by the contractor will be maintained by the contractor in a clean, sanitary and useable condition.**

2.6 All materials removed from the pickup sites shall be disposed of at an approved landfill or disposed of in another acceptable manner such as incineration or recycling. The contractor will be required to comply with all Federal, Local, County and State regulations governing garbage and refuse removal, disposal and recycling. Any and all fees required by local governing agencies for disposal at municipal landfills will be the responsibility of the Contractor.

2.7 All garbage and refuse removal shall be done in an efficient and sanitary manner. All leaking or spilling of garbage and refuse by the contractor during removal shall be immediately cleaned up to prevent vermin infestation, unsanitary and unsafe conditions. Fredonia will not provide any assistance to the contractor in cleaning up leaks and spills. Continued violation of the above will be the basis of contract abrogation and back charges for clean-up performed by others.

2.8 Pickup schedule for **Schedule A, Academic Buildings and Administration Buildings, Schedule B, Residence Halls** will be as follows:



- a. There will be four (4) manual hand pick up stops on the college campus, plus twenty-one (21) automated stop pickups to empty three and six cubic yard dumpsters at buildings identified. Also, one (1) 30 yard dumpster at a maximum of twelve (12) times per year to be called in by the Facilities Services Office. Locations and access roads may be reviewed with Mr. Mark A. Delcamp, Assistant Director, Facilities Services, Custodial Office, Alumni Hall, (716) 673-3122. The number of stops may vary and be increased as necessary at no charge.
- b. The intent is to have refuse removed from:
  1. Administrative, Academic buildings, automated pickups shall be three (3) times each week on a Monday, Wednesday, Friday schedule unless otherwise noted.
  2. Administrative, Academic buildings, hand pickups shall be five (5) times each week on a Monday through Friday schedule unless otherwise noted..
  3. Residence Halls container automated pickups shall be three (3) times each week on a Monday, Wednesday, Friday schedule, except for Fall Semester start up in August unless otherwise noted..
  4. Residence Halls container hand pickups shall be five (5) times each week on a Monday through Friday schedule, except for Fall Semester start up in August unless otherwise noted..
  5. Recycling pickups to be on a Tuesday, Thursday schedule unless otherwise noted.
  6. A thirty (30) yard dumpster for construction materials located in the fenced-in compound at the Services Complex will be picked up when the Facilities Services Office calls. Number of pickups per contract year to be a maximum of twelve (12).
  7. Contractor will be notified by the University when tire disposal is needed.
  8. Contractor will also be notified by the University when a confidential paper (records) for thermal destruction pick-up will be needed.  
**Certificate of Destruction** of all confidential papers must be sent to the Director of University Services, 125 Administrative Office Complex when completed.

For the period of three (3) weeks in May, upon notification by Mr. Mark A. Delcamp or his designee seven (7) 30 cubic yard dumpsters will be placed at dorm locations as specified by Mr. Delcamp or his designee for the purpose of emptying all dormitories of end of year trash. All costs associated with the above May/June services will be separate pricing on Schedule B.

For the start up of the Fall Semester move-in weekend and for a period of one week after move in weekend in August, contractor is to bring in 3 & 6 cu. yd containers as requested by Mr. Mark A. Delcamp or his designee for the removal of trash from move in weekend. A Saturday and Sunday pick up to empty containers will be required on move-in weekend. The week following move-in weekend all Residence Halls shall have a six day, Monday through

Saturday pick up of trash. After the first week contractor to follow Schedule A for trash removal. Cost to be included in the contract price.

- c. Schedule pickup days that fall on holidays may be picked up on the day before or the day after the holiday at the contractor's choice so long as the pickup is done between Monday and Friday within the particular week.
- d. The hours of pickup will be between 7:00 AM and 5:00 PM for Academic and Administration buildings.
- e. **The hours of pickup for Residential Halls will be scheduled between 9:00 AM and 5:00 PM. NO PICKUPS WILL BE ALLOWED PRIOR TO 9:00 AM. VIOLATION OF THE 9:00 AM PICKUP TIME WILL MEAN NO PAYMENT FOR THE SERVICE TO THAT BUILDING FOR THE MONTH.**

2.9 Pickup schedule for **Schedule C SUNY Fredonia Technology Incubator Building, 214 Central Ave. Dunkirk NY (Incubator)**, will be as follows:

- a. There will be one (1) automated pickup stop at the Incubator year round and shall be one (1) time each week every Monday schedule unless otherwise noted.
- b. The hours of pickup will be will be between 6:00 AM and 5:00 PM.
- c. Recycling pickup to be on a Thursday schedule.
- d. Schedule pickup days that fall on holidays may be picked up on the day before or the day after the holiday at the contractor's choice so long as the pickup is done between Monday and Friday within the particular week

2.10 Pickup schedule for **Schedule D College Foundation House, 272 Central Ave. (Foundation)**, will be as follows:

- a. There will be one (1) hand pickup stops at the Foundation House year round and shall be two (2) times each week on a Monday, Thursday schedule unless otherwise noted.
- b. The hours of pickup will be will be between 7:00 AM and 5:00 PM.
- c. Recycling pickup to be on a Thursday schedule.
- d. Schedule pickup days that fall on holidays may be picked up on the day before or the day after the holiday at the contractor's choice so long as the pickup is done between Monday and Friday within the particular week.

2.11 Pickup schedule for **Schedule E, Faculty Student Association (FSA)**, will be as follows:

- a. There will be four (4) manual hand pickup stops on the campus, plus six (6) automated stop pickups year round or as needed for extra parties, etc. The number of stops may be increased or decreased as necessary at no charge. Locations and access roads may be reviewed with Mr. Ronald Wasik , Director of Support Services for the FSA, at (716) 680-6242, Monday – Friday, 8 AM – 5PM.
- b. The intent is to have refuse and recycling removed from the specified locations per the established schedule contained in Schedule E. FSA personnel will notify contractor prior to a holiday, if pickups are not required on that specific holiday. The schedule contained in Schedule E shall apply to the academic school year when classes are in session. During summer recess and mid-semester break, a schedule will be provided to the contractor with a separate schedule for all dining hall facilities by the FSA. Trash and recycling removal from the College Lodge is part of this bid.
- c. The hours of pickup will be **prior to 7:30 AM for morning pickup and after 3:30 PM for afternoon pickup for the Williams Center, and prior to 8:00 AM and after 3:00 PM for all other Schedule E locations**, unless otherwise indicated.

2.12 The contractor shall provide and maintain in good working condition and in good appearance, college approved, fully sanitary covered water-tight containers. The containers for recyclables shall remain at the designated locations 24 hours every day. They shall be located in the immediate vicinity of the building's loading dock or other designated building entrance as more fully described in other sections of this document. The size or number of the containers required shall be determined by the volume and pick-up frequency. They may be changed by the contractor with Fredonia and /or FSA approval and/or changed by the contractor at the request of Fredonia or FSA as previously stipulated. Fredonia or the FSA will not assume any responsibility for the reusable containers.

2.13 All containers furnished by the contractor must be washed and disinfected on a monthly basis by the contractor. The containers shall be kept in good repair by the contractor. In the event that the FSA or Fredonia determines that any container is unfit for use, either because of its damaged condition or because of the type of container used, the contractor will either repair or replace the container(s) in question within one (1) day from the date of notification by the FSA or Fredonia or risk being penalized by withholding payments until the matter is resolved. The FSA and Fredonia shall assure accessibility to pickup points during the designated hours and will be responsible for snow and ice control and road maintenance. The FSA and Fredonia shall be responsible for separation of recyclables from refuse and placement of both refuse and recyclables in appropriate containers at the approved pickup points to the scheduled removal by the contractor.



2.14 The Contractor shall use conventional sanitation trucks conforming to State, Village, County or Town health codes as required. If other than conventional trucks are used at any time, a covering must be fastened over the load to prevent any material from falling on streets or grounds. Dump trucks may be allowed for bulk pick-up and special materials with permission of the Fredonia's Director of Facilities Services. The Contractor shall specify the kinds and numbers of containers that he/she will provide with their bid and attach descriptive literature. Fredonia reserves the right to approve containers and direct the movement of containers to other than specified areas as required at no extra charge not to exceed the total yardage for the containers specified.

2.15 IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE AN ON-SITE INSPECTION OF THE PICK-UP AREAS AND BECOMES FAMILIARIZED WITH THE COLLEGE GARBAGE AND RUBBISH REMOVAL NEEDS BEFORE SUBMITTING A BID.

Pick-up frequencies may also be modified to meet the requirements of Fredonia and the FSA. The approximate number of containers to be provided at each building and the location of pickup points will be noted. Both are subject to increase or decrease by the Fredonia and FSA as required during the contract period. Contract payments will be adjusted accordingly to a change in the number of containers or changes in the schedule of pickups per week.

2.16 Contractor will immediately notify and return promptly all valuable Fredonia property found in any containers or refuse/recycling that is removed from Fredonia to the Director of University Services.

2.17 The Contractor will be responsible for the repair of all damage to lawns, curbs, walks, roads, and other structures in and around the college grounds caused by his/her personnel and equipment.

2.18 Fredonia shall have the right to inspect the contractor's equipment at any time to insure it is adequate and safe for the job. If the contractor fails to supply adequate equipment, the contract will be subject to cancellation. Upon demand, proof of all requirements must be submitted. The contractor shall be required to have sufficient back-up equipment to perform this contract under any adverse or emergency conditions and, such equipment must be listed on equipment list provided with the bid proposal.

2.19 Vehicles must be operated in a safe and prudent manner and in strict compliance with Fredonia/State regulations. Vehicles will be driven on paved roads only unless otherwise specified. Contractors will avoid idling their trucks to the greatest extent possible in all areas and to prevent excessive exhaust gas discharges.

2.20 The Contractor is required to remove recycling and refuse even in very adverse conditions. If weather conditions warrant, trucks must have skid chains. If compactors or roll-offs are frozen and cannot be emptied immediately, substitute equipment, approved by Fredonia, will be provided by the contractor.

2.21 If containers break down and cannot be fixed within the same working day,

substitute equipment approved by Fredonia will be provided immediately. When a truck breaks down and a contractor is unable to complete the route, a back-up truck must be brought to assure that the scheduled service is completed according to the contract.

2.22 Should Fredonia or the FSA find an employee of the contractor to be objectionable, Fredonia or the FSA will notify in writing the contractor of the employee and give such reason(s) for its objection. In addition, Fredonia and the FSA reserves the right to forbid such employee access to Fredonia. However, this does not relieve contractor of his/her obligations.

2.23 Reports: By March 1st of every year of this contract, the contractor shall to supply to Fredonia, a recycling report stating the number of tons of total waste dispose of, number of tons of recycled waste by product and the number of tons of construction debris, tires and any other miscellaneous waste, etc as shown on Exhibit D. This report is needed to submit to the State on a yearly basis based on the different waste streams and amount generated by Fredonia. The report is to be sent to the Director of University Services, 125 Administrative Office Complex.

Fredonia also participates in Recyclemania during the months of January through March. During this competition, Fredonia requires daily/weekly reporting of total materials picked up for recycling by weight. This information is to be reported to the Director of Facilities Services as require by the department.

2.24 A bid must be broken out into the cost-per-pickup basis per Schedules, so that additions or deletions may be easily arrived at for the purpose of monthly billings verification and approval.

## **SECTION 3: INSTRUCTIONS TO BIDDERS**

### **3.1 Issuing Office**

The sole point of contact at Fredonia for the purposes of this IFB is University Services, as set forth in Sections 3.4 and 3.8.

### **3.2 Pre-Proposal Conference**

A pre-bidders conference will not be held.

### **3.3 Examination of Invitation for Bid Documents**

It is the responsibility of each Bidder to do the following before submitting a bid:

- A. Examine the IFB documents.
- B. Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishings of the services and equipment required under the contract.



- C. Consider federal, state, and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance, or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; and other permits, taxes, and fees.
- D. Notify Fredonia in writing of any conflicts, errors, omissions or discrepancies in the IFB documents.
- E. **Submit any questions concerning the IFB documents in writing to:** University Services, as specified in Section 3.4, "Interpretations, Schedule, and Addenda," **by the close of business Thursday, July 19, 2018.**
- F. Fredonia reserves the right to modify the proposed Contract or any of the other IFB documents prior to the receipt of bids with notice to parties that submitted a written request for the IFB documents. To the extent that a question causes a change to any part of this IFB, an Amendment shall be issued addressing such.
- G. During the IFB evaluation period, no amendments will be allowed. It is the Bidder's responsibility to ensure proposed services are adequately described and all questions are fully answered.
- H. Obtain all required signatures on the IFB forms.
- I. The successful Bidder will be expected to execute the proposed contract as set forth in this IFB, and as amended by Fredonia's response to Bidders' questions.

### **3.4 Written Questions and Amendments**

All questions concerning the meaning or intent of the IFB documents, and notifications concerning any conflicts, errors, omissions, or discrepancies in the IFB documents, are to be directed, in writing, to the following:

University Services  
405 Maytum Hall  
SUNY Fredonia  
280 Central Ave  
Fredonia, NY 14063

Phone: (716) 673-3257 • Fax: (716) 673-4977 • Email: [univserv@fredonia.edu](mailto:univserv@fredonia.edu)

**The deadline for submitting written questions is as follows:**

**THURSDAY, JULY 19, 2018, CLOSE OF BUSINESS**

All questions will be answered in writing by Fredonia by close of business Monday, July



23, 2018. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with University Services as having received this IFB. No oral communications can or shall be relied upon for proposal purposes.

Only written communications relative to the procurement shall be considered. Questions regarding interpretations of contract language must be asked at this point in the process.

### 3.5 Amendments to the IFB

Fredonia may modify the IFB prior to the deadline for submission of proposals by faxing an addendum to the contractors who are on record with Fredonia as having received the IFB. **If any contractor determines that an amendment unnecessarily restricts its ability to submit a bid, it must notify Fredonia no later than 48 hours following the receipt of the amendment.**

All amendments shall become a part of this IFB. Each Bidder must acknowledge receipt of amendments, and the failure of a Bidder to acknowledge any amendment shall not relieve the Bidder of the responsibility for complying with the terms thereof.

### 3.6 Process Schedule

Fredonia has the following schedule for receipt and review of the bids, and contract award and approval, in response to this IFB and contract award.

#### PROCESS SCHEDULE

Event	Time Frame
Notice Published in <i>New York State Contract Reporter</i>	July 6, 2018
Issue Invitation for Bid Documents	July 6, 2018
Deadline for Written Questions	July 19, 2018 (close of business)
College's Response to Written Questions	July 23, 2018 (close of business)
Bids Due	July 30 2018 (3:00 p.m.)
Bid Evaluation	July 31, 2018
Notice of Award to Successful Bidder	August 3, 2018
Finalization of Contract Documents	August 8, 2018
Forward Contract Documents to Attorney General, if necessary	August 10, 2018 (approximate)
Forward Contract Documents to Office of the State Comptroller, if necessary	August 15, 2018 (approximate)
Notice of Final Award Given to Contractor	August 24, 2018 (approximate)
On-site Meeting with Facilities Services	(Date TBD)

**3.7 Bids submitted in response to this IFB must include the following:**

- A. A cover letter signed by an authorized representative of the Bidder;
- B. The name and contact information for Contractor's primary contact, per Section 1.9 of this IFB;
- C. A Vendor Profile describing the Bidder's abilities and experience, as requested in Section 2.2 of this IFB;
- D. List of all owned and leased equipment inclusive of the information requested.
- E. At least three (3), satisfactory references listed in the order in which the Bidder prefers the College to contact them; one (1) reference from the educational community (K-16), where Bidder has performed projects of similar size and scope (see "Section 2. Vendor Profile, Item C. References");
- F. Completed Pricing Sheet in Section 5.4 (NOTE: Bidders must use the Pricing Sheet contained in this IFB);
- G. Procurement Lobbying Act Forms B & C (Affirmation with respect to State Finance Law §§139-j and 139-k and Disclosure and Certification with respect to State Finance Law §§139-j and 139-k);
- H. Contractor's Certification Form ST-220-CA (NYS Dept. of Taxation & Finance);
- I. Form IX (SUNY Notary Acknowledgement);
- J. Form XIII (Compliance with Public Officer's Law); and
- K. State of New York Vendor Responsibility Questionnaire.
- L. Response to all requirements set forth in this IFB;

**3.8 Submission of Bids**

Bids must be submitted no later than the time and at the place indicated herein, and so noted below, and must be enclosed in a sealed package, marked with the words "Bid Enclosed – Fredonia IFB Ref. No. US-062118 and marked so as to indicate, without being opened, the name and address of the Bidder. Failure to mark as indicated may result in disqualification.

**Bidders should submit two (2) original and two (2) copies of their response to this IFB, with the executed attachments, including the Pricing Sheet, to the address so noted below by the deadline specified in section 3.9.**

Soteris Tzitzis  
Director of University Services  
SUNY Fredonia  
405 Maytum Hall.  
280 Central Ave  
Fredonia, NY 14063

**3.9 The deadline for submission of bids in response to this IFB is:  
3:00 p.m., Monday, July 30, 2018**

3.10 Reliance upon U.S. Postal Service or other couriers is at your own risk with respect to their timely delivery of your bid in response to this IFB.

3.11 **IMPORTANT!** Proposals must be received by the time, date, and place so noted in Sections 3.8 and 3.9 for public recording and formal receipt.

3.12 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement specified in this IFB and that, without exception, the bid is premised on performing the services required by the IFB documents by such means, methods, techniques, sequences and procedures as may be indicated in or required by the IFB documents, and that the IFB documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the services required under the Contract.

**3.13 Late Bids**

Late responses to this IFB will not be considered and will be returned to the Bidder unopened. Any bid or request for withdrawal that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the bid to the specified location by the prescribed time and date is the sole responsibility of the Bidder. Exceptions may be authorized, at the sole discretion of the Director of University Services, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of Fredonia. A record of the late bid or request for withdrawal shall be made in the appropriate procurement file.

**3.14 Modification or Withdrawal of Bids**

Prior to the time and date designated for receipt of Bids, any bid submitted may be modified or withdrawn by notice to the person receiving the bids at the place designated for receipt of bids. Such notice must be in writing or by facsimile to Fredonia contact identified in Section 3.8.

**3.15 Preparation of Bid**

Bids must be stapled or bound, sealed, typed and prepared on 8-1/2" x 11" paper. Please use recycled content paper if possible. Oversized documents may be submitted, but they must be folded to size and secured in the bid. All pages of the bid



must be numbered and sections clearly identified. **Please do not submit your bid in a three-ring binder or glue bind.**

Bidder's proposal in response to this IFB, and all required State procurement forms, should be signed and notarized (where applicable) by an authorized person. Please be sure that forms, as required are notarized, and a person, with title, address, and telephone number, and email address, whom Fredonia may contact is identified.

The bid and all attachments shall be complete, free of ambiguities, alterations and erasures. In the event of conflict between words and numbers, words shall prevail.

### **3.16 Economy of Preparation**

Each bid should be prepared simply and economically, providing a straightforward, concise description of the Bidder's offer and capabilities to satisfy the requirements of this IFB. Emphasis should be on completeness and clarity of content.

3.17 If a Bidder submits any information deemed confidential or proprietary with their proposal, the information must be so noted. Any resultant contractual agreement is subject to New York State Freedom of Information Laws (FOIL).

### **3.18 Duration of Proposal Offer**

Bids shall be valid for a minimum of 150 days following the closing date of this IFB. If an award is not made during that period, the proposal shall automatically extend for another 120 days, unless the Bidder gives specific written notice to the Director of University Services at least 15 days before the expiration of the then current 150-day period. Bids shall automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to Fredonia of Bidder's intent to withdraw its bid. By submission of a bid, Bidder guarantees that its offer shall be firm for the period specified above.

### **3.19 Errors in the IFB**

If a Contractor submitting a bid discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, the Contractor should immediately provide SUNY Fredonia with written notice of the problem and request that the IFB be clarified or modified. Without disclosing the source of the request, Fredonia may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all Contractors to whom the IFB was sent.

If prior to the date fixed for submission of bids, a Contractor submitting a bid knows of or should have known of an error in the IFB, but fails to notify Fredonia of the error, the Contractor shall bid at its own risk, and if the Contractor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.20 Unable to Propose**

If a Contractor is unable or unwilling to submit a bid in response to the requirements, Contractor must provide a brief written explanation of the reasons to the Director of University Services on or before the proposal due date. Failure to do so may result in Contractor's removal from the active vendors list.

### **3.21 Disclaimer of Costs**

Fredonia will not reimburse any Bidder for any costs involved in the preparation and submission of their bid or any expenses in connection with the execution of the Contract.

### **3.22 Public Information Act Notice**

Bidders shall specifically identify those portions of their bids that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, why such materials, upon request, should not be disclosed by the State under the Freedom of Information Act.

In order for such claims of confidentiality to be considered, Bidders must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is NOT sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

### **3.23 Cancellation of the IFB**

Fredonia may cancel this IFB, in whole or in part, or reject all bids submitted in response to the IFB when such action is determined to be fiscally advantageous to Fredonia and/or the State of New York or otherwise in the best interest of Fredonia and/or the State.

### **3.24 Solicitation, Proposal Acceptance, Award and Discussions**

This IFB creates no obligation on the part of Fredonia to award a contract or to compensate Bidders for proposal preparation expenses. Fredonia reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all bids, in whole or in part, received in response to this IFB; the unilateral right to award a contract in whole or in part; to award a contract to one Bidder; to waive or permit cure of minor irregularities; and to conduct discussions with qualified Bidders in any manner necessary to serve the best interest of Fredonia.

## **SECTION 4: METHOD OF AWARD**

**4.1 The award of the contract resulting from this IFB will be made to the lowest, responsible Bidder that has met all of the general requirements, specifications, terms and conditions set forth in this IFB. The determination of**

"lowest, responsible, Bidder" will be based on the TOTAL YEARLY COST entered in Pricing Sheets (Schedules)" in Section 5.4.

**4.2 Bidders must complete the Pricing Sheets (Schedules) in its entirety and include all anticipated costs.**

4.3 Bidders should not add any additional charges other than what is listed on the Pricing Sheet.

4.4 The Schedules provided in this IFB is accurate as of the writing of this IFB, but subject to change. The Price Sheet contains the building names, container type and quantity.

4.5 Fredonia may without prejudice to any right or remedy, and after giving the Contractor written notice terminate the contract forthwith if any of the following conditions exist:

- A. If the Contractor should be adjudged bankrupt
- B. If work under this Contract shall be abandoned or for deficiencies not corrected within a reasonable time; and
- C. If the Contract or any part hereof shall be subcontracted without written previous consent of Fredonia.
- D. Fredonia may cancel this contract for breach as determined by Fredonia for such items as, but not limited to, insufficient insurance coverage, failure to provide safe and sanitary equipment, or the quality of services is unsatisfactory to the personnel of Fredonia. Fredonia may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days notice, terminate this contract.

4.6 If after a Contract is executed, that Contract is terminated for any reason, Fredonia may, in its sole discretion, either enter into negotiations with the next lowest, responsible Bidder or issue a new IFB and begin the bid process anew.

4.7 Fredonia welcomes other incentives and discounts by the Contractor for increased business with any other college departments or early payment.

4.8 Fredonia reserves the right to reject any and all bids, to waive any and all non-material informalities, and to disregard all non-conforming, non-responsive, irregular or conditional bids. Fredonia reserves the right to reject the bid of any and all Bidders if Fredonia believes that it would not be in the best interest of Fredonia to make an award, whether because the bid is non-responsive or because the Bidder is not found to be responsible or fails to meet any other pertinent standard or criterion established by Fredonia.

## **SECTION 5: PRICING SHEET**

**5.1 Bidders shall submit the pricing offered in their bid response on the Pricing Sheet located on the following page in Section 5.4. Using this form will**



help ensure consistency in the evaluation. The Pricing Sheet must be completed in full.

5.2 By submitting a bid, the Bidder certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current.

**5.3 Instructions for Completing the Pricing Sheet**

- A. All costs associated with providing refuse removal and recycling to Fredonia, as described herein, are to be entered in the Pricing Sheet on the following Schedules.
- B. THE AMOUNT ENTERED IN TOTAL YEARLY COST WILL BE USED TO DETERMINE THE LOWEST, RESPONSIBLE BIDDER.

If prospective Bidders have questions, concerns, or require clarifications or assistance completing the Pricing Sheet, they are to contact Soteris Tzitzis, Director of University Services, as instructed in Sections 3.4 and 3.8 of this IFB prior to the deadline for written questions set forth in Section 3.4, "Written Questions and Amendment.

**SECTION 5.4: PRICING SHEET****SCHEDULE A - Academic/Administration Buildings**

<u>ADMIN. ACADEMIC BUILDING NAMES</u>	<u>CONTAINER TYPE</u>	<u>QUANTITY</u>	<u>SCHEDULE</u>	<u>MONTHLY PRICE</u>
Houghton Hall	3 yd. Trash Container	1	Monday through Friday	
	3 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Fenton Hall	6 yd. Trash Container	1	Monday, Thursday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Thompson Hall	8 yd. Trash Container	1	Monday, Wednesday, Friday	
	8 yd. Trash Container	1	Tuesday, Thursday	\$ _____
Reed/Maytum Hall	6 yd. Trash Container	1	Monday, Wednesday, Friday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Jewett Hall	Hand Pick- Trash toters (96 gal.)	3	Monday, Wednesday, Friday	
	Hand Pick- Recycling toters (96 gal.)	2	Tuesday, Thursday	\$ _____
Dods Hall	6 yd. Trash Container	1	Monday, Wednesday, Friday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Steele Hall	6 yd. Trash Container	1	Monday, Wednesday, Friday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Rockefeller Arts Center	Tilt Trucks	7	Monday, Wednesday, Friday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
LoGrasso Hall	6 yd. Trash Container	1	Monday, Wednesday, Friday	
	6 yd. Recycling Container	1	Tuesday, Thursday	\$ _____
Mason Hall	Hand Pick- Trash toters (96 gal.)	4	Monday through Friday	
	Hand Pick- Recycling toters (96 gal.)	4	Tuesday, Thursday	\$ _____
McEwen Hall	Hand Pick- Trash toters (96 gal.)	4	Tuesday, Thursday	
	Hand Pick- Recycling toters (96 gal.)	4	Tuesday, Thursday	\$ _____

SECTION 5.4: PRICING SHEET

SCHEDULE A - Academic/Administration Buildings -pg 2

Services Complex	6 yd. Trash Container	1	Monday, Wednesday, Friday	\$
	6 yd. Recycling Container	1	Tuesday, Thursday	\$
	30 yd container for construction debris	1	12 times per year	\$
Campus and Community Childcare	6 yd. Trash Container	1	Monday, Wednesday	\$
	6 yd. Recycling Container	1	Thursday	\$
Field House	3 yd. Trash Container	1	Wednesday	\$
	3 yd. Recycling Container	1	Thursday	\$

TOTAL MONTHLY COST  
Admin/Acad Buildings

\$

TOTAL YEARLY COST  
Admin/Acad Buildings

\$



**SECTION 5.4: PRICING SHEET****SCHEDULE B - Residence Hall Buildings**

<u>RESIDENCE HALL BUILDING NAMES</u>	<u>CONTAINER TYPE</u>	<u>QUANTITY</u>	<u>SCHEDULE</u>	<u>MONTHLY PRICE</u>
Alumni Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Nixon Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Chautauqua Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
McGinnies Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Gregory Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Grisson Hall (includes Kasling Hall	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Disney/Eisenhower Halls	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Schulz/ Hemingway Halls	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Tuesday, Thursday	\$ _____
Igoe/Hendrix Halls ** Trash must pick up every weekday Monday through Friday	96 gal Trash Toter 1 yd Tilt Trash Carts 96 gal Recycling Toter	8 2 4	Monday through Friday Monday through Friday Tuesday, Thursday	\$ _____
University Commons	6 yd. Trash Container 6 yd. Recycling Container	1 1	Monday, Wednesday, Friday Monday, Wednesday, Friday	\$ _____
Town Houses	6 yd. Trash Container	2	Monday, Wednesday, Friday	

6 yd. Recycling Container

2

Tuesday, Thursday

\$

SECTION 5.4: PRICING SHEET

SCHEDULE B - Residence Hall Buildings-pg2

Move out - May ( 3weeks)

30 Cubic Yd

7

price each: \$

\$

TOTAL MONTHLY  
COST RES HALLS

\$

TOTAL YEARLY COST  
RESIDENCE HALL BUILDINGS

\$

SECTION 5.4: PRICING SHEET    SCHEDULE C - FREDONIA INCUBATOR

<u>BUILDING NAME</u>	<u>CONTAINER TYPE</u>	<u>QUANTITY</u>	<u>SCHEDULE</u>	<u>MONTHLY PRICE</u>
Fredonia Incubator	6 yd. Waste Container	1	Monday	\$ _____
	6 yd. Recycling Container	1	Monday	\$ _____
TOTAL MONTHLY COST				\$ _____
TOTAL YEARLY COST				\$ _____



SECTION 5.4: PRICING SHEET SCHEDULE D - FOUNDATION HOUSE

<u>BUILDING NAME</u>	<u>CONTAINER TYPE</u>	<u>QUANTITY</u>	<u>SCHEDULE</u>	<u>MONTHLY PRICE</u>
Foundation House	Hand Pick- Trash toters (96 gal.)	2	Monday, Thursday	\$   
TOTAL MONTHLY COST				\$  
TOTAL YEARLY COST				\$  

# SECTION 5.4: PRICING SHEET SCHEDULE E - FSA

<u>BUILDING NAME</u>	<u>CONTAINER TYPE</u>	<u>QUANTITY</u>	<u>SCHEDULE</u>	<u>MONTHLY PRICE</u>
Williams Center	10 yd. Trash Container	1	Monday through Sunday - MORNINGS	
	10 yd. Trash Container	1	Monday through Sunday - AFTERNOONS	
	8 yd. Recycling Container	2	Monday through Friday	\$ _____
Commissary	3 yd. Trash Container	1	Monday through Saturday	
	8 yd. Recycling Container	1	Monday, Wednesday, Friday	\$ _____
Alumni House	Hand Pick-Trash toters (96 gal.)	2	Tuesday & Friday	
	Hand Pick- Recycling toters (96 gal.)	2	Thursday	\$ _____
McEwen Hall	3 yd. Trash Container	1	Monday, Wednesday, Friday	
	Hand Pick- Recycling toters (96 gal.)	2	Tuesday, Thursday & Friday	\$ _____
University Commons	6 yd. Trash Container	1	Monday through Saturday	
	10 yd. Recycling Container	1	Monday through Friday	\$ _____
College Lodge, Brocton, NY	10 yd. TrashContainer	1	Every other week - whole year	\$ _____
TOTAL MONTHLY COST				\$ _____
TOTAL YEARLY COST				\$ _____

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

**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, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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

SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY 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 (2 NYCRR 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 University of New York 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 State University of New York 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

#### 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) 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:

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

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit A shall control.

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

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

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

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

#### 18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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, NY 12245  
Tel: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414

email: mwbecertification@esd.ny.gov  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. 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.

**26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### **THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

**1. DEFINITIONS.** The following terms shall be defined in accordance with Section 310 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is

undertaken or assumed by a business enterprise not controlled by the prime contractor.

**WOMEN-OWNED BUSINESS ENTERPRISE** herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract

may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

**MINORITY-OWNED BUSINESS ENTERPRISE** herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

**MINORITY GROUP MEMBER** shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples



of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

**CERTIFIED ENTERPRISE OR BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

**2. TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the

Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and

shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of 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 Certified minority- and/or women-owned business 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 certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value

added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

#### 4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.

The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through

distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

**5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority-

and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

## **6. MWBE Utilization Plan.**

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert 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;
- iii. insert 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; and

(c) 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 SUNY University-wide MWBE Program Office.

(d) The University 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 the:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program



Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and

- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office 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 the University-wide MWBE Program Office.
- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or
- iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### **7. Waivers.**

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **8. Quarterly MWBE Contractor Compliance Report.**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### **9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.**

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

#### **(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.**

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University



is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of \_\_\_\_\_ percent (\_\_\_\_%) for Certified Minority-Owned Business Enterprises and \_\_\_\_\_ percent (\_\_\_\_%) for Certified Women-Owned Business Enterprises.

**10. ENFORCEMENT.** The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor

or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

**11. DAMAGES FOR NON COMPLIANCE.**

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

**SUMMARY**

**Policy and Procedure of the State University of New York  
Relating to State Finance Law §§139-j and 139-k**

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at [www.suny.info/policies](http://www.suny.info/policies).

**SUNY FREDONIA**

**FORM B**

**Affirmation with respect to State Finance Law §§139-j and 139-k**

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at [www.suny.info/policies](http://www.suny.info/policies).

Procurement Description/ID No. US:062118 Refuse Removal and Recycling

Offerer **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York, relating to State Finance Law §§139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

**FORM C**

**Disclosure and Certification with respect to State Finance Law §§139-j and 139-k**

Procurement Description/ID No. US:062118 Refuse Removal and Recycling

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, provide the following details:

Governmental Entity which made the finding: \_\_\_\_\_

Date of Finding: \_\_\_\_\_

Basis of Finding: \_\_\_\_\_

2. Has a Government Entity terminated or withheld a procurement contract with the Offerer because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, identify the following:

Governmental Entity which terminated the contract: \_\_\_\_\_

Date of contract termination or withholding: \_\_\_\_\_

Identify the related procurement contract: \_\_\_\_\_

Offerer **CERTIFIES** that all information provided by Offerer with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Offerer: \_\_\_\_\_

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

Signature of Person Submitting Form: \_\_\_\_\_

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

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

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

**State University of New York  
Public Officers Law**

**Form XIII**

**Purchasing and Contracting Procedures  
(Procurement)**

Inquiry to determine compliance with the provisions of Public Officers Law  
§ 73 (4)

Please indicate below if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.

List Names and Titles (if any):

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Yes:\_\_\_\_ No\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> ( <u>LLC</u> or <u>PLLC</u> )		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States    State    _____			
<input type="checkbox"/> Other            Country    _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

\*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf).

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**I. LEGAL BUSINESS ENTITY INFORMATION**

- 1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?  
(Select "N/A," if Principal Place of Business is in New York State.)
- ☐ Yes   ☐ No  
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?  
If "Yes," check all that apply:
- ☐ Yes   ☐ No
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)  
☐ New York State certified Women-Owned Business Enterprise (WBE)  
☐ New York State Small Business (SB)  
☐ Federally certified Disadvantaged Business Enterprise (DBE)

- 1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)



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## II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

*Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)*

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

*Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*

### IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

*For each person, include name and title. Attach additional pages if necessary.*

Name	Title



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**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

**III. LEADERSHIP INTEGRITY**

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each "Yes" or "Other" explain:

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the reporting entity:*

4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

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**V. INTEGRITY – CONTRACT AWARD***Within the past five (5) years, has the reporting entity:*

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

**VI. CERTIFICATIONS/LICENSES***Within the past five (5) years, has the reporting entity:*

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

**VII. LEGAL PROCEEDINGS***Within the past five (5) years, has the reporting entity:*

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:



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**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.  
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

a) Any business-related activity; or

b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.



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**X. FREEDOM OF INFORMATION LAW (FOIL)**

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If "Yes," indicate the question number(s) and explain the basis for the claim.

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone ext.	Fax
Title	Email	

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**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Notary Public