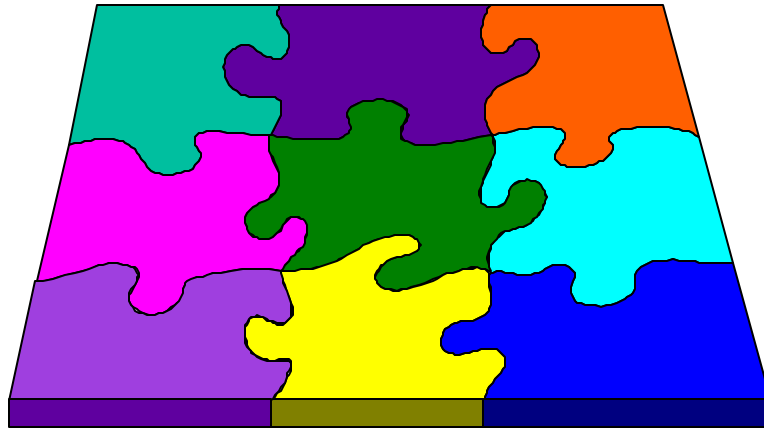


# REQUEST FOR PROPOSALS

FOR

## RISK MANAGEMENT CONSULTANT SERVICES



Issued January 31, 2000 by  
The State of New York  
Office of General Services  
Bureau of Insurance  
Coming Tower Building, 36<sup>th</sup> Floor  
Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12242

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## SECTION A INTRODUCTION

### 1. Introduction

The New York State, Office of General Services (OGS or STATE) is requesting proposals to assist the Bureau of Insurance in minimizing the State's Cost of Risk.

### 2. General Background

The State of New York currently self-insures its automobile exposure. Auto claims are administered by a third party administrator. Property and liability exposures are self-retained. Insurance coverage is only procured when it is required by contract. The State is seeking a qualified risk management consultant to assist in developing a risk management program. See Exhibit I for additional statistics.

The State is currently working with an actuarial consultant who will provide a study including, but not limited to the following:

- An estimate of outstanding losses to be shown on a full value basis and present value basis.
- A projection of future losses, which will be the accrual value of losses with accident dates in 1999/00 to 2002/03 regardless of report or payment date.
- A recommendation of funding levels for the self insured auto liability fund, the court of claims fund and the public officers fund at confidence levels of 50%, 60%, 70%, 80% and 90%. These confidence levels will enable the State to determine the actuarial degree of certainty that assets will be sufficient to pay losses.
- A benchmarking report which will allow the State to compare itself with other states in areas such as:
  - a. Automobile liability costs per vehicle.
  - b. Tort liability costs as a percent of the State's budget or per full time employees.
  - c. Risk management staffing levels.
  - d. Location of risk management duties.

### 3. Scope of Work

The selected consultant shall assist the State in design and suggest implementation scenarios of a comprehensive program to reduce the state's cost of risk. Work will be completed in two phases as outlined below. Phase 2 shall commence after the State has reviewed the Phase 1 report and determined the role, staffing and placement of the Bureau of Insurance. All recommendations must be supported by a cost benefit analysis.

#### Phase 1

- Identify and analyze the State's exposure to loss in areas such as property, general liability, automobile liability, aviation, medical malpractice, environmental and employment practices liabilities, including a statewide risk assessment program prioritizing major areas of risk. In addition to the results of the actuarial study, information

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gathered in a risk management survey completed by all state agencies will be provided for your review. Please see Exhibit H for a copy of the survey.

- Evaluate the State's risk retention capacity and recommend a risk financing plan employing the optimum combination of retention and transfer, including methods of transfer. Such methods should include suggestions of insurance limits for various lines of coverage such as property, general liability, automobile liability, aviation, medical malpractice, environmental and employment practices liabilities.
- Develop recommended procedures for accumulation and storage of loss, premium and exposure data.
- Evaluate current insurance procedures and recommend necessary changes.
- Assist the State in determining its total cost of risk including costs associated with unanticipated and uninsured losses, claims management and litigation costs, costs of safety programs, insurance premiums and consulting fees.
- Provide comprehensive information regarding how a representative sample of other states have implemented risk management measures on a programmatic and fiscal basis, as well as the statutory enactments/revisions that were required therefor.
- Evaluate the staffing, organization and placement of the Bureau of Insurance risk management functions. Please see Exhibit J for proposed organizational charts. Consultant will be expected to assist the State in determining which of the proposed organizational charts should be utilized. The consultant will not be precluded from proposing alternative organizational charts.
- Assist the State in defining the role the Bureau of Insurance should play. The consultant shall make a recommendation concerning those activities that should be centralized and those that should remain with individual agencies.
- Identify components to be included in a risk management manual.

## **Phase 2**

- Assist in the development of an acceptable Request For Proposals for a Broker of Record for insured exposures.
- Develop an acceptable risk management records filing system for current Bureau of Insurance documents, including a management tracking system for certificates of insurance.
- Develop recommended insurance specification requirements for various New York State agencies, public authorities and public benefit corporations.
- Assist in the development of a loss control program for ongoing identification of exposures, loss control policies and procedures and an outline of on-going recommended types of training programs for the State's staff (i.e. vehicle accident prevention training, fire prevention programs, etc.).
- Prepare a customized Risk Management Manual which would include the components developed in Phase 1.
- Update Phase 1 tasks, as needed
- Provide ongoing advice and support to the Bureau of Insurance in the implementation of a risk management program.

## **4. RFP Goals**

The goal of this RFP is to secure a qualified consultant that can assist the Bureau of Insurance in fulfilling its critical role in ensuring proper protection of the State's assets.

Each Bidder is encouraged to use their existing contracts to describe how their company can fulfill the goals of the RFP.

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**5. Definition of Terms**

"Issuing Office" - shall mean the New York State Office of General Services, Bureau of Insurance.

"Contractor" - shall mean the successful awardee of a contract pursuant to this RFP.

"Request for Proposals" - This document, also referred to herein as RFP.

The "State" - The People of the State of New York, which shall also mean the New York State Office of General Services.

Commissioner - Wherever the term Commissioner is used, it shall be understood to refer to the Commissioner of General Services or his duly authorized representative. In most instances the "Issuing Office" will mean the Commissioner of General Services' duly authorized representative.

"Proposer" or "Bidder" - shall mean any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this RFP.

**6. Rules of Construction**

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

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**7. Issuing Office**

This Issuing Office for purposes of this RFP shall be as follows:

**NYS Office of General Services  
Bureau of Insurance  
Tower Building, 36<sup>th</sup> Floor, Room 3604  
Empire State Plaza  
Albany, NY 12242  
(518) 474-4725 Fax: (518) 474-7867  
Rosemary Keville , Issuing Officer**

**8. Qualifications of Proposers**

The following qualifications apply:

- a. Proposers must possess business experience in successful accomplishment of risk management design and development projects with a minimum of three (3) projects involving the initial review, development of recommendations, planning and implementation of the recommendations.
  - Proposers must have experience in risk management consulting for governmental agencies.
- b. Proposers must have a recognized and distinct business planning element targeted by its firm as a significant form of business in the performance of consultant services for the purpose of risk management consulting programs and plans which maximize efficiency taking into account staffing, equipment needs, and operational plans.
- c. Proposers must have developed and maintained a business plan, methodology and systematic approach to the type of project described herein that has been previously used with success in projects of similar magnitude.
- d. Staffing levels must be adequate to enable timely project completion even in the event of illness of other causes preventing completion by initially assigned staff.
- e. Identified staff must all have direct comparable project experience.

**9. Pre-Bid Conference**

The Pre-Bid Conference will be held at the 41st floor conference room in the Corning Tower, Empire State Plaza, on Thursday, February 17, 2000, from 1:00 p.m. to 3:00 p.m. You must limit the number of attendees to two (2) persons.

The purpose of this conference is to solicit questions concerning the RFP. Attendance at the Pre-Bid Conference is optional.

Bidders must call the Issuing Office by c. o. b. (4:30 p.m.) on Tuesday, February 15, 2000 to confirm attendance of the meeting.

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Questions during the conference will be permitted, however, official answers may be deferred and provided subsequently in writing by the Issuing Office and distributed to all Proposers that receive an RFP from the Issuing Office.

Questions after the conference may be submitted in writing to the Issuing Office no later than Tuesday, February 22, 2000. All questions submitted in writing (unless they are of such a nature that it relates to proprietary information) will be answered in writing and distributed to all Proposers represented at the Pre-Bid Conference.

Faxed inquiries will be allowed, however, confirmation of receipt of any faxed material is the sole responsibility of the Bidder.

**Proposals will NOT be accepted by fax.**

**10. Key Event Dates**

RFP Release	January 31, 2000
Pre-Bid Conference	February 17, 2000
Closing Date for Written Inquiries	February 22, 2000
Submission of Proposals	March 1, 2000
Begin Contract Operations	May 1, 2000

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**SECTION B**  
**ADMINISTRATIVE INFORMATION**

**1. Instructions**

This section contains instructions for preparing and submitting a proposal to the New York State Office of General Services. To ensure that your proposal is fully responsive to the requirements, please read this Section and the Section detailing Evaluation Criteria. Proposers should review and become familiar with all the exhibits including the Minority and Women Owned Business Enterprise Program. **All proposals will be scored by a numerical evaluation.**

**2. Submission of Proposal**

A. The information contained in your proposal shall be indicated by a Table of Contents and presented in the following order:

1. Cover Letter - On company stationary indicate that the instructions of this document were understood, and state that should the contract be awarded to your company, you would be prepared to begin operations on Monday, May 1, 2000.
2. Introduction (Executive Summary)
3. Documentation regarding experience of firm.
4. Plan of Operation - See Section E of this RFP for a complete description of the necessary contents.
5. Financial - Contract Fee
6. All other required completed Exhibits

**3. Instructions for Submission**

Please complete One original and ten (10) exact copies of the proposal with all of its supporting documents, sending all to the OGS Division of Financial Administration at the following address:

*Division of Financial Administration  
NYS Office of General Services  
Corning Tower , 40<sup>th</sup> Floor Bid Room  
Empire State Plaza,  
Albany, NY 12242-0099*

**Proposals must be received in the Issuing Office on or before 12:00 noon on Wednesday, March 1, 2000. Time will be determined by the clock at the above location.**

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**NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME.** Submitters mailing a proposal must allow sufficient mail delivery time to ensure receipt of their proposal no later than the specified time on date due.

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

- a) **Bidder's complete name and address**
- b) **Proposal Number - 1015**
- c) **Proposal Due Date: March 1, 2000**

#### **4. Proposal Submission**

The Proposal shall for one hundred twenty (120) days after the submission of proposals date be a firm and irrevocable offer of the submitter to enter into and perform the contract for the herein Bureau of Insurance. A Proposal shall continue to remain an effective offer subsequent to such one hundred twenty (120) day period until either tentative award of the contract by the Issuing Office is made or withdrawal of the proposal in writing by the submitter. Tentative award of the contract shall consist of written notice to that effect by the Issuing Office to the successful Contractor, who shall thereupon be obligated to execute a formal contract for the consultant services on the terms defined in the RFP.

#### **5. Content of Proposal**

To be considered responsive, a prospective Contractor must submit a complete proposal that satisfies and addresses all material requirements stated in the RFP. **A PROPOSAL WHICH FAILS TO CONFORM WITH ALL MATERIAL REQUIREMENTS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

The successful awardee's proposal and a copy of this RFP shall be made a part of any contract resulting from this RFP. Therefore, the proposals must be signed by a partner, corporate officer, or other person authorized to commit its organization to all provisions of the RFP and its proposal as submitted.

During the evaluation process, the content of each proposal will be held in the strictest confidence and no details of any proposal will be revealed (except as may be required under the Freedom of Information Law).

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**6. Proposal Conformance**

Proposals must conform with the Standard Clauses for all New York State contracts which is included as Appendix A and includes provisions regarding the use of tropical hardwoods, the Omnibus Procurement Act and the MacBride Fair Employment Principles.

Proposers are required to utilize the Bidder's Checklist found in Exhibit D and submit a completed copy thereof with their proposal. Use of the bidder's Checklist shall not preclude the Issuing Office from requesting information that is not included in the checklist, but is required in the RFP.

**7. Performance Requirements**

The Contractor will be required to demonstrate to the satisfaction of the State that its risk management consulting services are performed in accordance with all Contractual Standards and Requirements found in Section C of this RFP.

The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Commissioner of General Services may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

**8. Notification of Award**

After the evaluation, all Bidders offering proposals will be notified of the name of the successful Proposer. The Bidder will be notified that the submitted proposal has been selected. The original proposal, and any additions or deletions to the proposal, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this RFP shall not be made without prior approval from the Issuing Office.

Proposals shall be submitted with the understanding that the acceptance thereof in writing by the Commissioner of OGS shall be binding upon the Proposer. Execution of an agreement, which incorporates the terms of this RFP and Bidder's proposal, with the approval of the State Comptroller and the Attorney General, shall constitute a contract between the Contractor and the State.

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**9. No Collusion**

By submission of a proposal hereto, the Proposer warrants that no person other than those expressly named therein has any interest in the awarding of a contract to the successful Proposer, that the proposal is in all respects fair and was prepared without collusion or fraud and that no officer or employee of the New York State Office of General Services has or shall have any financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

**10. Proposal Exceptions**

The Issuing Office will consider all requests to waive any proposal requirement. However, Bidders should be aware that a failure to obtain a waiver of any proposal requirement could result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption must contact the Issuing Office. Bidders unable to meet the requirements specified in this RFP or the sample contract attached as Exhibit E hereto shall identify the areas in which their proposal differs from the stated requirements. Any alternative proposal should be identified as such.

**11. Prime Contractor Responsibilities**

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor the sole Contractor with regard to all provisions of the RFP and the contract resulting from the RFP.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this RFP.

**12. Procurement Rights**

The State of New York reserves the right to:

- a. Reject any and all proposals received in response to this RFP.
- b. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- c. Waive or modify minor irregularities in proposals received, after prior notification to the Bidder.
- d. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
- e. Utilize any and all ideas submitted in the proposals received.

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- f. Negotiate with Bidders responding to this RFP within the RFP requirements to serve the best interests of the State.
  - g. The State may begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days.
  - h. The State is not liable for any cost incurred by a Bidder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

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**SECTION C**  
**CONTRACTUAL STANDARDS AND REQUIREMENTS**

**1. Subcontractors**

- a. Before any part of the contract shall be subcontracted, the Contractor shall submit to the Chief of the Bureau of Insurance, 36th Floor - Room 3601, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by the Chief without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Chief may require concerning the proposed subcontractor's ability and qualifications.
- b. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.
- c. The Contractor shall be responsible for informing the subcontractors of all the terms, conditions, and requirements of the contract documents including, but not limited to the Contractual Standards and Requirements.

**2. Contract Representative**

During the term of any contract resulting from this RFP, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to any contract resulting from this RFP. The Commissioner's initially designated representative for all purposes of this contract shall be the Chief of the Bureau of Insurance, Rosemary Keville, of the Office of General Services.

**3. Inspection of Books**

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

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#### **4. Administrative and Reporting Requirements**

- a. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the base bid price.
- b. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Chief of the Bureau of Insurance (hereinafter “Chief”). This meeting shall include:
  - 1) The Contractor's submission of a schedule of work to be reviewed and approved by the Chief.
  - 2) An introduction for each respective organization, chain of command, etc.
- c. Unless otherwise directed, there shall be monthly job meetings for the following purposes:
  - 1) Review job progress, quality of work, and approval and delivery of materials.
  - 2) Identify and resolve problems which impede planned progress.
  - 3) Coordinate the efforts of all concerned
  - 4) Maintain a sound working relationship between the Contractor and the Chief, and a mutual understanding of the contract.
  - 5) Maintain sound working procedures.
- d. Reporting Requirements:
  - 1) Unless otherwise directed, the Contractor shall provide a monthly report which shall be attached to the invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. A copy of this report shall also be provided as outlined in Item d(3) below.
  - 2) The above work schedule report shall include:
    - a. Schedule of when work is done.
    - b. Specific information of what work was done.
  - 3) All forms shall be made in duplicate and given to the Chief.

#### **5. Waiver of Rights**

The failure of the Bidder or OGS to seek redress for violation of or strict performance of any condition in this RFP and the resultant contract does not constitute a waiver of remedies. No provision in this document shall be deemed to have been waived by either party unless such a provision is waived in writing.

#### **6. Consent to Assignment**

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The Contractor agrees not to assign any contract resulting from this RFP without the prior written consent of the Commissioner of OGS. The State reserves the right to reject any assignee for any reason. Such consent may be unreasonably withheld.

Consent to the assignment of a contract will not be given if the Contractor can subcontract the agreement.

**7. Availability of Funds**

It is understood by and between the parties to the contract, if any, resulting from this RFP, that the contract is executory only to the extent of monies available to the State for the performance of the contract and further that no liability shall be incurred by the State beyond the availability of monies to execute the contract.

**8. Contract Terms**

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

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

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

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

The Contractor shall be prepared to be fully operational and to perform all required services on Monday, May 1, 2000.

The Contractor shall be prohibited from bidding on OGS' Broker of Record Services Contract or any other solicitation OGS may issue for insurance coverage or insurance or risk management related services.

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## 9. Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP upon ten (10) days written notice if:

- the Contractor files a petition in bankruptcy, or insolvency
  - or
- the Contractor makes any arrangement or assignment for the benefit of creditors,
  - or
- a petition in bankruptcy or insolvency is filed against the Contractor that is not dismissed, withdrawn or otherwise stayed within ninety (90) days after filing,
  - or
- the Contractor is adjudicated as bankrupt or insolvent
  - or,
- a receiver or trustee is appointed for all, or substantially all, of the property of the Contractor upon an insolvency and said receiver or trustee is not discharged or ordered removed or his appointment otherwise stayed within ninety (90) days after this appointment

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section C(9) shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefor for lost profits or any other damages.

## 10. Save Harmless Clause

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this RFP and shall be solely responsible and liable for all damages and costs resulting from all accidents and injuries to person or persons or damage to property and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses for injury or damage to persons or property of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this RFP, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this RFP. Such indemnity shall not be limited to the insurance coverage herein prescribed.

## 11. Minority and Women Owned Business Enterprises Program

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All provisions and requirements of Exhibit B which is attached hereto and forms a part hereof shall be binding upon the parties of this Agreement.

## **12. Insurance Requirements**

Prior to the commencement of the services under any contract resulting from this RFP (hereinafter, as used in this Section (C)12, the “Contract”), the Contractor shall file with The People of the State of New York, Office of General Services (herein after referred to as OGS), Certificates of Insurance evidencing compliance with all requirements contained in this RFP. Such Certificate shall be of form and substance acceptable to OGS.

Acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to the OGS Director of Financial Administration, 40<sup>th</sup> Floor, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, and shall name The People of the State of New York and its officers, agents, and employees as additional insureds thereunder.

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

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

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

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

The Contractor, throughout the term of the Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

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- a) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
  - b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
  - c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
  - d) Professional Liability Insurance with a limit of not less than \$3,000,000 per loss. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract

The Contractor shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

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**SECTION D  
FINANCIAL MATTERS**

**1. Contract Fee**

- a. Proposers **must** submit cost proposals on the Proposal Bid Form attached as Exhibit C. Proposers must submit a total fixed lump sum bid for the initial year of the contract. Bids for the first and second renewal years must be submitted as an hourly rate and will be evaluated based upon the State's estimate of the maximum hours required. The State's estimated hours for the renewal years are not to be construed as guaranteed. Contractor will only perform and be compensated for tasks specifically requested and/or approved by the State in writing in advance following a submission of a schedule of work and estimated hours by the Contractor.

**2. Invoices**

All invoices for payment shall be submitted to the OGS Claims Unit at the address indicated below in this Section D(2).

These invoices will be processed in accordance with established procedures of the New York State Office of General Services and the Office of the State Comptroller.

For the purposes of this contract an invoice or a Standard Voucher will be used. This voucher or invoice will contain the Contract ID number (i.e.: C000XXX) and, either in its body or as an attachment, will contain a copy of the report submitted to the Chief of the Bureau of Insurance that will **itemize work completed** during that month.

All invoices or vouchers are to be submitted for payment to:

THE CLAIMS UNIT  
OFFICE OF GENERAL SERVICES  
DIVISION OF FISCAL SERVICES  
EMPIRE STATE PLAZA  
P. O. BOX 2117  
ALBANY, NEW YORK 12220

**NOTE:** All invoices must have required reports attached (refer to the section: Administrative and Reporting Requirements). **MANDATORY: A copy of the invoice and required reports must be sent by Contractor to the Chief of the Bureau of Insurance at the address put forth in Section A(7) hereof at the same time it is submitted to the Claims Unit.**

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### **3. Term of Contract**

Any consultant contract resulting from this RFP will have an initial term of one (1) year with the State having an option to renew for two (2) additional one (1) year periods.

The initial year annual fixed lump sum bid price will be paid in equal monthly installments, in arrears. Hourly rates for approved services performed during the first and second renewal years will be payable on a monthly basis in arrears. Provided, however, that OGS shall have the right to withhold payment at anytime when it appears that the work is not progressing and/or being satisfactorily performed in accordance with the approved schedule of work or general industry standards.

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**SECTION E**  
**PLAN OF OPERATION**

**1. Management Overview**

Provide a statement designed to convince the state that the proposer understands the objectives any contract resulting from this RFP is intended to meet, the nature of the work and level of effort necessary to successfully provide the services required by such contract.

**2. Methodology**

Provide a detailed outline of plans and approach for providing all services required by the Section A (3) Scope of Work section of this RFP. Describe any data and support you will require of the State.

**3. Organizational Support and Experience**

Provide a detailed description of the firm's organization, experience and personnel that will substantiate the firm's qualifications and capabilities to provide the services required by this RFP including but not limited to the following:

- a) Location of office responsible for managing this contract. Include primary contact name, telephone number and fax number.
- b) Service team organizational chart, including names and titles of key personnel assigned to this contract. Include each individual's function and role in providing the services required by this contract.
- c) Detailed resume of all key personnel assigned to this contract.
- d) Comprehensive list of contracts of similar scope that have been successfully undertaken by the firm. Provide the name address and telephone number of a reference for each.
- e) Years of experience in risk management consulting.
- f) Experience in dealing with major property and casualty companies.
- g) Experience in dealing with regulatory matters with the New York State Insurance Department.
- h) Experience in dealing with medical malpractice, employment practices, labor and construction, environmental and directors and officers liability.
- i) Experience in developing alternative financing programs.

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## SECTION F EVALUATION OF PROPOSALS

### 1. Evaluation of Proposals

Each proposal will be evaluated on Items A through D below by a Committee of OGS employees who will evaluate the proposals for best value to the State. This review will comprise 90% of the total numerical points awarded. The final 10% of the points awarded for Item E below will be assigned by an Executive Management Review Committee, the membership of which will be designated by the Commissioner.

- A. Experience
- B. Plan of Operation
- C. Quality and Completeness of Proposal
- D. Contract Fee
- E. Executive Review

Note:

- \* Bidders are encouraged to include all information that may be deemed pertinent to their proposal and may be requested to provide supplemental information based on the State's evaluation procedure. The supplemental information may be in writing, with clarification as applicable. Any supplemental information will be considered a formal part of the Bidders original proposal.
- \* If further information is needed during the evaluation, OGS will contact the Proposer. In addition, the State may require the Proposer to make a presentation in Albany if deemed to be desirable.

### 2. Evaluation Criteria and Numerical Point Structure

#### A. Bidder Experience - 15 points

Each Bidder will be evaluated as to relevant experience above the stated minimum demonstrating its ability in operating an organization capable of performing the services.

#### B. Plan of Operation - 35 points

The completeness of and the extent to which the operational information meets the goals and requirements of the RFP.

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**C. Quality and Completeness of Proposal - 15 points**

The extent to which the proposal satisfies and addresses each requirement of the RFP.

**D. Contract Fee - 25 points**

The cost to the State will be evaluated in relation to all cost proposals submitted.

**E. Executive Management Review - 10 points**

This will be based upon factors which include the Executive Management Review Committee's appraisal of the Bidder's level of experience, flexibility, presentation format of the proposal and acceptability of proposed plan of operation. In addition, consideration will be made to whether the Proposer can perform for the bid prices while maintaining adequate levels of service and quality service over the full term of the contract.

**3. Method of Award**

Contract awards under this RFP will be made to the Proposer receiving the highest point total using the evaluation criteria listed above.

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**EXHIBIT A**

**APPENDIX A**  
**Standard Clauses for all NYS Contracts**

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## **APPENDIX A**

### **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

#### **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

2. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL**. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$10,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

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**. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

**(b) PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, 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:

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

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

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

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

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

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

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-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 §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

Information on the availability of New York State subcontractors and suppliers as well as a directory of minority and women-owned business enterprises is available from:

Division of Minority and Women's Business Development  
30 South Pearl Street  
Albany, New York 12245

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

- (a) the Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS** Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. NOTE: South Carolina, Alaska, West Virginia, Montana, Wyoming, Louisiana and Hawaii were the states subject to this provision as of October, 1998. Contact NYS Empire State Development for a current list of states subject to this provision.

**EXHIBIT B**

**Minority and Women-Owned Business Enterprise Program Requirements**

## EXHIBIT B

### **Minority and Women-Owned Business Enterprise Program Requirements**

#### **CONTRACTOR'S REQUIREMENT UNDER ARTICLE 15-A**

In July of 1988, Article 15-A of the Executive Law was passed by the New York State Legislature. This legislation provides specific rules, regulations and procedures for minority and women business participation in certain State contracts.

The Office of General Services (OGS) is required to implement the provisions of Article 15-A for all of its contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing and (2) for contracts in excess of \$100,000 for real property renovation and construction. For purposes of this contract, OGS hereby establishes a goal of **0 %** for minority business enterprises (MBE) participation and **0%** for women-owned business enterprises(WBE) participation.

In order to be awarded an OGS contract, every bidder must comply with the requirements, rules and regulations outlined in Article 15-A.

#### **POLICY AND PROVISIONS**

It is the policy of the State of New York to promote equality of economic opportunity for minority and women-owned business enterprises (M/WBEs) in State contracting. In order to comply with the State's objectives, the Contractors shall use "good faith efforts" to provide meaningful participation by M/WBE subcontractors or suppliers in the performance of this contract.

For the purposes of determining a contractor's good faith effort to comply with the requirements of Article 15-A or to be entitled to a waiver therefrom, the contracting agency shall consider:

- (a) Whether the contractor has advertised in general circulation media, trade association publications, minority-focus and women-focus media. In such event,
  - (i) whether or not certified minority or women-owned businesses which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
  - (ii) whether certified businesses which have been solicited by the contractor have responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's bid date; and
  
- (b) Whether there has been written notification to appropriate certified businesses that appear in the directory of certified businesses prepared pursuant to paragraph (f) of subdivision three of section three hundred eleven of this article; and

(c) Whether the contractor can reasonably structure the amount of work to be performed under subcontracts in order to increase the likelihood of participation by certified businesses.

A. **GOALS** The MBE and WBE participation goals as stated earlier are based on the availability of M/WBEs currently certified by New York State and geographically located to be able to perform the work in the region where the project is located. The total dollar value of the contract, scope of work, the supplies and equipment necessary to perform the project, are also considerations used to determine the percentage goals.

B. **UTILIZATION** - The Contractor may count as MWBE participation: subcontracting part of the contract to certified firms or purchasing supplies and equipment used to perform the terms and conditions of the contract from certified firms.

Upon a showing by the Contractor of every good faith effort to achieve the goal for Minority and/or Women-owned Business Enterprise participation in the work, the State will waive a Contractor's failure to achieve the goal for minority and/or Women-owned Business Enterprise participation.

C. **MINORITY & WOMEN-OWNED BUSINESS OFFICER** - The Contractor shall designate a MWBE business officer and assign the officer the responsibility and authority to monitor the MWBE program for this contract. The OGS Office of Minority and Women-owned Business Enterprises' staff is available to help in identifying certified MWBEs

D. **REQUIRED REPORTS** - The Contractor is required to submit a Utilization Plan to the Office of Minority and Women-owned Business enterprises within 14 days of notification of being the apparent low bidder. The required Utilization Plan requires a list of New York State certified minority and women-owned businesses that have agreed to participate in fulfilling the terms of conditions of this contract. The Contractor must also submit the MBE/WBE Letter of Intent to Participate. The Letter of Intent to Participate is a commitment by the Contractor and the subcontractor/supplier that the terms and conditions for M/WBE participation on this contract are agreed to. Any modifications or changes to the agreed participation by certified MWBEs, over the term of the contract, must be reported on a revised Utilization Plan.

E. **NONDISCRIMINATION** - The Contractor agrees not to discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status, in any respect, against any potential subcontractor, supplier, other company, firm, or enterprise in any manner relating to the performance of this contract.

**POST AWARD**

The Contractor must submit to the Office of Minority and Women-owned Business Enterprises after notification of award the following forms, by the 10th day of each month:

1. Cumulative Monthly Payment Statements
2. Monthly Affirmation of Income Payments

All questions regarding compliance to Article 15-A requirements or copies of the forms should be addressed to:

New York State Office of General Services  
Office of Minority and Women-owned Business  
Enterprises  
35th Floor, Room 3580  
Corning Tower Bldg.  
Empire State Plaza  
Albany, NY 12242  
Telephone: (518) 473-7083

The telephone numbers and addresses for New York State Department of Economic Development are as follows:

New York State Department of Economic Development 633 Third Avenue  
New York, NY 10017  
Telephone: (212) 803-2414

New York State Department of Economic Development  
Division of Minority & Women's Business Development  
One Commerce Plaza  
Albany, New York 12245  
Telephone: (518) 473-082

**EXHIBIT C**  
**Proposal Bid Form**

**EXHIBIT C  
PROPOSAL BID FORM**

**All Bidders must** submit a fixed lump sum bid price for the initial one year term and hourly rates for the first and second renewal years that are totally inclusive of all costs and expenses to be incurred in the performance of any contract resulting from this RFP. Bidders should multiply the hourly rates bid by the estimated hours to determine the totals to be used for evaluation purposes.

<b>Contract Year and Scope of work</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Fixed Lump Sum Bid</b>	<b>Total</b>
<b>Initial one (1) year term for both Phase 1 and Phase 2 work</b>				
<b>First one (1) year renewal for ongoing Phase 2 work</b>	<b>500 X</b>		=	
<b>Second one (1) year renewal for ongoing Phase 2 work</b>	<b>300 X</b>		=	
			<b>TOTAL:</b>	

\_\_\_\_\_  
(Bidder's Name)

By \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT D**  
**Bidders Checklist**

**EXHIBIT D**

**Bidder's Checklist**

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

Section	Item	Bidder's Proposal Section	Bidder's Proposal Page
A.8.	Demonstration of Proposer's achievement of minimum qualifications.		
B.2.A.	Table of Contents		
B.2.A.1.	Cover Letter		
B.2.A.2.	Executive Summary		
B.2.A.3.	Documentation regarding experience of firm		
B.2.A.4.	Plan of Operation		
B.2.A.5., D.1.A. and Exhibit C	Financial Proposal - Completed Exhibit C Proposal Bid Form		
B.6. & Exhibit D	Completed Exhibit D Bidder's Checklist		
B.10.	Proposal exceptions		
E.2.	Detailed description of necessary Plan of Operation & Methodology		
E.3.	Detailed description of organization experience and personnel		
Exhibit F	Completed Non-Collusive Bidding Certification		
Exhibit G	Completed MacBride Fair Employment Principles Certification		

**EXHIBIT E**  
**Sample Contract**

**EXHIBIT E**

**SAMPLE CONTRACT**

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  
AGREEMENT FOR  
RISK MANAGEMENT CONSULTING SERVICES  
WITH

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**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, 2000 by and between the People of the State of New York, acting by and through Joseph J. Seymour, Commissioner of General Services, whose office is on the 41st Floor, Coming Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "OGS" or "State"), and \_\_\_\_\_ (hereinafter "\_\_\_\_\_" or "Contractor"), with an office at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, OGS is responsible for the centralized procurement of insurance coverage for State agencies, and in fulfilling its responsibility deems it necessary to secure the services of a qualified company to provide consulting services related to the design and implementation of a centralized risk management program for the State of New York, and

**WHEREAS**, OGS has determined, after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of the needed risk management consulting services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

A. OGS shall pay the Contractor, or cause to be paid to it, and the Contractor shall accept, the annual consideration and hourly rate amounts put forth below as full compensation for all services rendered by the Contractor under this Agreement and for all costs and expenses incurred by Contractor in connection therewith:

<b>Contract Year and Scope of work</b>	<b>Maximum Hours</b>	<b>Hourly Rate</b>	<b>Fixed Lump Sum Bid</b>
<b>Initial one (1) year term for both Phase 1 and Phase 2 work</b>			\$
<b>First one (1) year renewal for ongoing Phase 2 work</b>	<b>500</b>	\$	
<b>Second one (1) year renewal for ongoing Phase 2 work</b>	<b>300</b>	\$	

B. Contractor will only be compensated for hours performed during the first and second renewal years that are specifically requested and /or approved by the State in writing following the submission of a schedule of work and estimate of hours by the Contractor. In no case will Contractor be compensated for hours performed during such renewal periods in excess of the above stated maximum hours without a written amendment to this Agreement approved by the State Comptroller.

C. Payments shall be made in accordance with the provisions of Section D of Appendix B hereof.

2. TERM

This Agreement shall commence on \_\_\_\_\_ and be in effect until \_\_\_\_\_, unless sooner terminated as provided in Appendix B hereto. Thereafter, this Agreement may be renewed for up to two (2) additional one (1) year periods at the State's option. Any renewal hereof shall be effectuated by written amendment hereto executed by both parties and approved by the State Comptroller. The rate of consideration to be paid during any such renewal period(s) shall be that stated in Section 1 hereof.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor, equipment, facilities and materials required in connection therewith in accordance with all the specifications, terms, conditions, covenants and representations contained in the Request for Proposal (the "RFP") found in Appendix "B" and in the Proposal found in Appendix "C" annexed hereto, except as such Appendices B and C have been modified by the terms of this Agreement. Appendices B and C are hereby incorporated by reference herein and made a part hereof with the same force and effect as if herein set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the RFP attached hereto as Appendix B hereof.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and moneys expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

Purchases by the State of New York are not subject to any sales or federal excise taxes. Exemption certificates will be furnished upon request. There is no exemption however for Social Security, unemployment insurance and like taxes.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment.

8. APPENDIX A

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

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein, without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

A. In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "RFP" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

(i) this contract agreement and Appendix A

(ii) Appendix B - RFP

(iii) Appendix C - Proposal

B. The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the

extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.



**APPENDIX A**

**Standard Clauses for all New York State Contracts**

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

**2. NON-ASSIGNMENT CLAUSE** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$10,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

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

**6. WAGE AND HOURS PROVISIONS** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

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

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify

persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, 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:

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

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

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

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

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

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

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-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 §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

Information on the availability of New York State subcontractors and suppliers as well as a directory of minority and women-owned business enterprises is available from:

Division of Minority and Women's Business Development  
30 South Pearl Street  
Albany, New York 12245

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

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

collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS** Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. NOTE: South Carolina, Alaska, West Virginia, Montana, Wyoming, Louisiana and Hawaii were the states subject to this provision as of October, 1998. Contact NYS Empire State Development for a current list of states subject to this provision.

**APPENDIX B**

**Request for Proposal**

## **APPENDIX C**

### **Proposal**

**EXHIBIT F**

**Non-Collusive Bidding Certification**

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
(Bidder's Name)

BY: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT G**

**MacBride Fair Employment Principles Certification**

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND**  
**MCBRIDE FAIR EMPLOYMENT PRINCIPLES**

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

(1) has business operations in Northern Ireland;

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

If yes:

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

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

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

Title:

**EXHIBIT H**

**New York State Risk Management Survey**

## EXHIBIT H

<b>New York State Risk Management Survey Questionnaire</b>
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### Agency Information

Name of Agency :

Address of Agency:

Phone Number :

Fax Number :

Contact :

Date Completed :

Name of any subsidiary entities/agencies:

Annual operating budget:

<b>Sources of Revenue:</b>	<b>Amount</b>
State Budget	
Federal Assistance	
Tuition	
Other (describe)	

### Attach the following (if available):

	Yes	No
Agency Brochures		
Location Listing (include description of activities at location)		
Building Appraisal		
Safety/Loss Control Programs		
Disaster Plan		
Copies of Insurance Policies not serviced by OGS		

**Brief Description of Operations:**







**New York State  
Risk Management Survey Questionnaire**

10. Are any child care facilities provided? On premises or off premises? If yes, please describe.

11. Is food prepared on site? Is this service subcontracted to an independent contractor? If yes, provide a copy of the insurance and hold harmless agreement.

12. Does the agency maintain parking facilities with parking capacity for more than 75 vehicles? Is a fee charged to park at the facility? If yes, please describe number of indoor and outdoor lots and estimate parking capacity for each lot.

**New York State  
Risk Management Survey Questionnaire**

13. Are the agency's automation systems Year 2000 compliant? If there was a failure in computer systems, what type of claims could the agency expect. Please describe.

14. Are certificates of insurance required from contractors, tenants and vendors? If yes, please provide a sample copy of requirements.

15. Is there on site security at your locations? Who is responsible for security?

**New York State  
Risk Management Survey Questionnaire**

**Environmental/Pollution Exposures**

16. Does the agency have any pollution/environmental exposures from operations? If yes, please explain.

17. Does the agency own, operate or have on their property any underground storage tanks? Are those tanks compliant with most recent tank replacement regulations? Are integrity tests performed regularly on the tanks for tightness?

**New York State  
Risk Management Survey Questionnaire**

**Automobile/Transportation Exposures**

18. Does the agency operate any public or group transportation? Is the agency responsible for the transportation on a primary basis or are the operations subcontracted to another company? Is a fee collected from people using the transportation system? Is yes, please describe.

19. Does the agency maintain any watercraft or aircraft? If yes, please provide a schedule and explain what the watercraft or aircraft is used for.

**New York State  
Risk Management Survey Questionnaire**

**Property/Crime Exposures**

20. Are there any locations that the agency has contents valued in excess of \$5,000,000? If yes, please describe.

21. Is the agency responsible for any valuable art work? If yes, please describe, include location(s).

22. Is the agency subject to a loss due to theft or misappropriation of any money and securities in excess of \$50,000 at any one location? If yes, please describe.

**New York State**  
**Risk Management Survey Questionnaire**

**Risk Management/Loss Control**

23. Describe current safety or risk management plans and who is responsible for the plan.

24. Describe current disaster plan and who is responsible for the plan.

25. What kinds of catastrophes (natural disasters, floods, earthquakes, fires, etc.) are a potential problem for this agency? How severe would the result be?

<b>New York State Risk Management Survey Questionnaire</b>
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**Claims Information**

26. Provide a total amount paid for any General Liability, Automobile, Employment Practices or Property claims over the past (6) years.

Year	General Liability	Automobile	Employment Practices	Property
1998				
1997				
1996				
1995				
1994				

27. Describe any individual claims that were valued in excess of \$500,000 over the past (6) years.

**EXHIBIT I**

**Statistics**

## **EXHIBIT I**

### **STATISTICS**

- The State's buildings are valued at approximately \$32 billion, RC.
- The State operates in excess of 24,000 vehicles.
- The State is responsible for maintenance of over 37,000 miles of highway and 7,700 bridges.
- The State employs over 240,000 full time employees, with a FTE payroll in excess of \$363 million.
- The State is responsible for
  - 73 correctional facilities
  - 32 universities
  - 152 state parks
  - 35 state historic sites
  - 76 developed beaches
  - 51 swimming pools
  - 27 golf courses
  - 38 psychiatric centers
  - 16 developmental centers
- 3 teaching hospitals

**EXHIBIT J**

**Draft Organizational Charts**

