



**Governor's Office of
Storm Recovery**

KATHY HOCHUL
Governor

**INVITATION FOR BID: Storm Hardening at
Edgewater Park Volunteer Fire Department – IFB #
GOSR-IFB-2022-01**

**HOUSING TRUST FUND CORPORATION
GOVERNOR'S OFFICE OF STORM RECOVERY**

Invitation for Bids for Storm Hardening at Edgewater Park Volunteer Fire Department

Bid Issuance Date	June 14 th , 2022
Pre-Bid Conference Date	June 17 th , 2022– 2:00 PM EDT
Pre-Bid Site Visit Date	June 23 rd , 2022– 12:00 PM EDT
Questions Due Date	July 1 st , 2022– 2:00 PM EDT
BID SUBMISSION DATE & OPENING	July 13th, 2022– 2:00 PM EDT NO EXCEPTIONS.
Bid Submission Notes	Bidder must carefully read all instructions, requirements, and specifications. Bidder must ensure all forms are filled out properly and completely. Bids must be submitted electronically to: Email address: GOSRProcurement@stormrecovery.ny.gov Subject line: Bid Submission - Storm Hardening at Edgewater Park Volunteer Fire Department – IFB # GOSR-IFB-2022-01

PROJECT FUNDING: The Contract anticipated to be awarded pursuant to this IFB shall be funded, in whole or in part, with Federal grant monies. The selected Contractor shall be required to comply with the terms and conditions of the grant and applicable Federal, State, and local procedures, including, but not limited to, the Uniform Administrative Requirements and Cost Principles, codified at 2 C.F.R. Part 200.

COMPANY NAME	
TOTAL BID AMOUNT	\$

This Invitation for Bid Cover Sheet must be complete and included with your Bid submission



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IMPORTANT NOTICE: A Restricted Period under the Lobbying Procurement Law is currently in effect for this procurement process and will remain in effect until approval of the Contract. Bidders are prohibited from Lobbying Procurement Law Contacts related to this procurement process with any employee of the Housing Trust Fund Corporation (“HTFC”), the Governor’s Office of Storm Recovery (“GOSR”), or its Affiliates, other than the Designated Contact Officer listed below.

Lobbying Procurement Law Designated Contact Officer:

Natalie Dennery

Lobbying Contact Officer

Governor’s Office of Storm Recovery

Email: GOSRProcurement@stormrecovery.ny.gov

Email subject: RE: Lobbying Inquiry

Pursuant to State Finance Law §§ 139-j and 139-k, this IFB includes and imposes certain restrictions on communications between GOSR and Bidders during the solicitation process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the “Restricted Period”) with GOSR staff other than the Designated Contact Officer, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

In accordance with § 2879 of the Public Authorities Law, GOSR is required to make a responsibility determination with respect to each Contractor to whom a contract is to be awarded. The Lobbying Law requires that proposed Contractors disclose findings of non-responsibility against them by any other governmental agency within the previous four (4) years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Bidder will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by GOSR employees who are required to obtain information in furtherance of the Responsibility Determination are considered “permissible contacts” under the NYS Finance Law § 139 (j)(3)(a)(8). Further information about these requirements and HTFC’s Lobbying Procurement Law policies is available in [HTFC’s Standard Clauses and Requirements for Solicitations](#), hyperlinked herein.



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I. INTRODUCTION

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") administers Federal grant funds from various sources, including but not limited to grants from the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and local procedures regarding these purchases. All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. GOSR shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions.

II. PURPOSE

GOSR seeks to procure **Storm Hardening for the Edgewater Park Volunteer Fire Department** in connection with its administration of U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). This Invitation for Bids ("IFB") is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with New York State Finance Law.

GOSR is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Service-Disabled Veteran Owned Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit bids.

Bidders are encouraged review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

III. TIMETABLE

A. PRE-BID TELECONFERENCE

A non-mandatory Pre-Bid Teleconference will be held via phone to discuss this IFB:

Date: June 27th 2022

Time: 2:00 PM EDT

Dial-in Number: 267-807-9611

Access Code: 688442

B. PRE-BID SITE VISIT

A Pre-Bid Site Visit will be held for this procurement:

Date: June 23rd 2022

Time: 12:00 PM EDT



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Location: Edgewater Park Volunteer Fire Department

1 Adee Drive, Edgewater Park, NY

Bidders are responsible for fully acquainting themselves with the conditions of the Project site (which may include more than one site), as well as those relating to the construction and labor of the Project, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. It is the responsibility of each Bidder to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

The Successful Contractor will be expected to assume the risk of encountering any subsurface or other latent physical condition which can be reasonably anticipated on the basis of documentary information provided by the Construction Documents and from inspection and examination of the site.

C. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed Contract Documents may submit to GOSR a timely written request for interpretation. The request must be no later than the deadline for Questions. Interpretation of the Drawings, Specifications or other proposed Contract Documents will be made only by a written Addendum. GOSR will not be responsible for any other explanation or interpretations of the proposed documents. If a prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the prospective Bidder to promptly bring it to the attention of GOSR and in no case later than the deadline for Questions.

D. QUESTIONS

Prospective Bidders are strongly encouraged to check the "Procurement Opportunities" webpage frequently for updates and additional information pertaining to this IFB. All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. All questions must reference this specific IFB in the subject line of the email. For example, the subject line for questions related to this IFB should read **Bid Question – Edgewater Firehouse**. Any correspondence or questions sent to any other email address regarding this IFB will not receive a response.

It is the sole responsibility of the Bidder to check for any addenda and/or additional information on the "Procurement Opportunities" webpage: <http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>

It is the responsibility of each Bidder to examine the entire IFB package, seek clarification in writing, and review their Bid for accuracy before submitting. It is the responsibility of each Bidder, before submitting a Bid, to:

1. Examine the Invitation for Bid Documents thoroughly;
2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; and



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3. Take into account GOSR, Federal, State, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

The deadline for submission of questions relating to this IFB is **July 1st 2022 no later than 2:00 PM EDT.**

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. GOSR will not be bound by any information conveyed verbally.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the IFB requirements and that without exception, the Bid is premised upon performing and furnishing the Work detailed in the Invitation for Bid Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

E. ADDENDA

Prior to the Bid submission deadline, GOSR may wish to amend, add to, or delete from the IFB or Contract Documents. GOSR may also issue clarifications resulting from any pre-bid conferences or questions submitted. In such situations, GOSR shall issue an Addendum to the IFB setting forth the nature of the modification. Once an Addendum is issued, all Bidders will be notified via email that an Addendum has been issued.

Please Note: Bidders are responsible for ensuring that they have received any and all Addenda.

F. EXTENSIONS

GOSR reserves the right to extend the bid due date and time prescribed above. However, unless GOSR issues a written Addendum to this IFB that extends the Bid due date and time for all Bidders, the bid due date and time prescribed above shall remain in effect.

G. PUBLIC BID OPENING

All bids will be opened at the time and place prescribed in this IFB, and the sealed Bids shall be opened publicly on **July 13th, 2022– 2:00 PM EDT.** The public bid opening will take place on Zoom. Bidders can join one of two ways:

1. Join online:
<https://us06web.zoom.us/j/87338870499?pwd=THF3SGoxYS81cHBKU3J6RkNuSUtwZz09>
Meeting ID: 873 3887 0499
Passcode: 766837
2. Join by phone: 1(646) 558-8656
Meeting ID: 873 3887 0499
Passcode: 766837

H. SCHEDULE SUMMARY

The following is the estimated timetable and is provided to assist responding Bidders in planning:



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Notice to Proceed	Upon notice from GOSR

GOSR reserves the right to modify this schedule at its discretion. Notification of changes in connection with this IFB will be made available to prospective Bidders via electronic email. It is the sole responsibility of Bidders to periodically review the GOSR website for regular updates to the IFB which may alter the terms or requirements of this IFB.

I. ANTICIPATED CONTRACT TERM

Any contract that is awarded from the IFB is anticipated to be for an initial period of two (2) year(s) with three (3) one (1) year options, not to exceed a total contract term of five (5) years.

IV. SUBMISSION INSTRUCTIONS

A. BID & ADDENDA ACKNOWLEDGEMENTS

By submitting a Bid in response to this IFB, Bidders accept the solicitation process as it has been outlined in this IFB.

All bids are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the bid.

GOSR will not be liable for any costs incurred by the Bidder in preparing a response to this IFB. Bidders submit Bid(s) at their own risk and expense. GOSR makes no guarantee that any products or services will be purchased as a result of this IFB and reserves the right to reject any and all Bids. All Bids and accompanying documentation will become the property of GOSR. By submitting a Bid, Bidders acknowledge and accept that reference checks and/or background investigation may be conducted as a part of the due-diligence process. Award will be made to the lowest, responsible, and responsive Bidder who submits a response to this IFB.

In cases where Addenda are issued under this solicitation, Bidder must sign and submit the actual Addenda documents with their Bid. All Addenda shall become a part of the requirements for this IFB. In signing and submitting Addenda with its Bid, Bidder acknowledges that it has examined all documents, attachments, forms, specifications, addenda, and all instructions. GOSR may deem a bid non-responsive for failure of Bidder to acknowledge any and all Addenda.



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Bidders are responsible for consulting the standards referenced in this IFB. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. THE BIDDER IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.

B. BID SUBMISSION

Bids must be submitted electronically as detailed below:

1. Bidders must submit ONE (1) complete Bid as ONE (1) PDF document.
2. Bids must be submitted by email to: GOSRProcurement@stormrecovery.ny.gov
3. Bidders must indicate for which contract opportunities the Bidder is submitting. For this IFB, the email subject shall indicate **Bid Submission for Edgewater Firehouse – Bid and Attachments**.
4. Bids must be delivered by email no later than the Bid submission deadline.

Bids that can only be viewed, downloaded, or otherwise accessed via file sharing, file hosting, or other file storage platforms will not be accepted.

Bid font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Bidders are encouraged to submit only relevant and necessary information. The Bidder shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Bids to this IFB which are submitted in a consistent and easily comparable format. Bids not organized in the manner set forth in this IFB may be considered nonresponsive at the sole discretion of GOSR. Bidders should not refer to other parts of their submission to information that may be publicly available elsewhere, or to the Bidder's website or any other website, in lieu of presenting the information in the Bid.

It is the responsibility solely of Bidder to see that its Bid is properly submitted in proper form and prior to the stated closing time. GOSR will only consider bids that have transmitted successfully. Bidders shall be solely responsible for informing themselves with respect to the accepted bid submission method, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Bidder to successfully submit an electronic Bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted Bids.

C. DIGITAL FORMAT

GOSR will accept Bids in digital format. Bids must be submitted via email to GOSRProcurement@stormrecovery.ny.gov.

Submissions of this IFB must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Bidders must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this IFB) as part of their electronic submissions. Bidder is responsible to ensure that emails and attachments are delivered in a legible format.



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Only complete and responsive Bids will be evaluated. In all instances, GOSR's determination regarding the completeness/responsiveness of any Bids shall be final.

If, in its Bid response, Bidder makes any changes whatsoever to GOSR's published IFB specifications, GOSR's IFB specifications, *as published*, shall control. Furthermore, if a Bidder has been found to have made an alteration of any kind to GOSR's published IFB specifications, or the work under the Contract is not being performed, the Contract is subject to immediate cancellation.

D. LATE BIDS; BID RETURNS

Bids are due to the GOSR Procurement Department by the date and time specified on the cover sheet and as listed under **Section II - Timetable**. GOSR will not accept late bids. Late bids will be rejected. If a solicitation is cancelled, submitted bids will not be returned.

E. SCANNED OR RE-TYPED RESPONSE

If in its response, Bidder either electronically scans, re-types, or in some way reproduces the GOSR's published IFB package, then in the event of any conflict between the terms and provisions of GOSR's published IFB package, or any portion thereof, and the terms and provisions of the response made by Bidder, the GOSR's IFB package as published shall control. Furthermore, if an alteration of any kind to the GOSR's published IFB package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

F. PRICING

Bidder must provide the pricing as requested for all services and/or items specified within the *Bid Schedule* (Attachment A). Pricing must be all-inclusive. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the Contract.

Any rates provided to GOSR must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for service, labor, material, equipment, overhead, and any other costs. No separate line item rates or charges for services listed in the scope of work will be accepted.

G. BID BOND

If the Contract is for the construction of public works, or the Contract value is anticipated to exceed \$100,000. Bid bonds must be submitted with the Bid package:

1. Bidder must furnish a good and sufficient bid guarantee in the amount of five (5) percent of the total Contract price.
2. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
3. The bid bond must be executed with a surety company authorized to do business in this State.

H. REQUIRED BID DOCUMENTS

Bidder's IFB submission package must include the components checked below, in the order in which they are listed. If the item is "X" checked, the item must be included in Bidder's submission in order for the submission



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to be considered complete. Bidders are asked to review the documentation to ensure all applicable parts are included. If any portion of this IFB or its attachments are missing, notify the Purchasing Department immediately. Bidder should be thoroughly familiar with all of the following items applicable to the bid submission before submitting a bid:

<input checked="" type="checkbox"/>	IFB Cover Sheet – Bidder must complete and submit the <i>Invitation for Bid Cover Sheet</i> , providing its Company Name and Bid amount.
<input checked="" type="checkbox"/>	Bid Schedule – Bidder must complete and submit the <i>Bid Schedule</i> , included as Attachment A.
<input checked="" type="checkbox"/>	Bid Bond – If contract value exceeds \$100,000, Bidder must furnish a good and sufficient bid guarantee in the amount of five (5) percent of the total contract price.
<input checked="" type="checkbox"/>	Contractor Responsibility Questionnaire – Contractor Responsibility Questionnaire for Bidder and its proposed subcontractors, which can be found at http://www.osc.state.ny.us/vendrep/forms_Contractor.htm . Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC) unless specifically requested.
<input checked="" type="checkbox"/>	Certification Regarding Lobbying – Bidder must sign and submit the <i>Certification Regarding Lobbying</i> form.
<input checked="" type="checkbox"/>	Statement of Conflicts – A statement of conflicts (if any) the Bidder or key employees may have regarding this Project.
<input checked="" type="checkbox"/>	Respondent Overview & Certification – Bidder must sign and submit this form.
<input checked="" type="checkbox"/>	Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6)(b) – Bidder must sign and submit this form.
<input checked="" type="checkbox"/>	Offeror Disclosure of Prior Non-Responsibility Determinations – Bidder must sign and submit this form.
<input checked="" type="checkbox"/>	Non-Collusive Bidding Certification – Bidder must sign and submit this form.
<input checked="" type="checkbox"/>	<p>Diversity Forms – Bidder must complete and submit all required diversity forms</p> <ul style="list-style-type: none"> • Equal Employment Opportunity Staffing Plan (PROC-1) • MWBE Utilization Plan (PROC-2) • Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement (PROC-4) • Equal Employment Opportunity Statement (PROC-8) • SDVOB Utilization Plan



	<ul style="list-style-type: none"> • Section 3 Plan
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V. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING BIDS

Bids that are incomplete, contain material irregularities or include alterations to or terms and conditions that do not conform to the terms and conditions of the IFB, or otherwise do not comply with the requirements of the IFB are subject to rejection as non-responsive. In accordance with New York State Finance Law, GOSR reserves the right to waive any informality or irregularity, to make awards to more than one Bidder, and/or to reject any or all bids if there is a sound documented reason.

B. EVALUATION PROCESS

GOSR will select the responsive and responsible Bidder that, in the opinion of GOSR, has been determined to have submitted the lowest bid based on all identified factors.

Prices proposed by Bidder shall be irrevocable until Contract award unless the bid is withdrawn. A Bid may be withdrawn by a Bidder, provided an authorized representative of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.

C. BASIS OF AWARD

Award will be made to the lowest, responsible, and responsive Bidder who submits a response to this IFB. GOSR shall evaluate Bids in response to this solicitation, and intends to award a firm fixed price contract to the responsive and responsible bidder, whose Bid, considering price and any price-related factors specified in the solicitation, is the lowest.

Where specified in these bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

D. UNBALANCED BID

To the extent applicable, GOSR may reject any Bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A Bid is “materially unbalanced” when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E. CONTRACT OBLIGATION

Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted. This IFB does not obligate GOSR to the eventual purchase of any services described, implied or which may be proposed. Progress toward this end is solely at the discretion of GOSR and may be terminated at any time prior to execution of a contract.

F. RESPONSIBILITY



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GOSR shall award contracts only to responsible Bidders who have the ability to perform successfully under the terms and conditions of the proposed contract. Information provided by the Bidder may be used, in part, by GOSR to assess Bidders' responsibility.

To be considered responsible, a Bidder must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Before being considered for award, the Bidder may be requested by GOSR to submit a statement or other documentation regarding any of the items above. Failure by the Bidder to provide such additional information shall render the Bidder nonresponsive and ineligible for award.

Responsible Bidders must have the experience necessary to complete the Scope of Work and ability to comply with New York and GOSR requirements and all Federal codes, policies and regulations applicable to this project.

GOSR shall conduct research to determine that a Bidder is responsible. Some methods to determine responsibility include:

- **Compliance with Delivery and Performance Schedules:** GOSR may request information on other active contracts the Bidder is performing and verify the status with those buyers;
- **Performance Record:** GOSR may require Bidders to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the Bidder's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- **Integrity and Business Ethics:** GOSR may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. GOSR may verify the Bidder's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- **Necessary Organization, Experience, Operational Controls, and Technical Skills:** GOSR may verify experience with other customers, request copies of audits, or verify that necessary personnel



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will be available to work on GOSR's contract;

- Necessary Production, Construction, and Technical Equipment and Facilities: GOSR may request evidence that the Bidder has all the equipment and facilities he/she will need or the capability to obtain them; and
- System for Award Management: GOSR shall verify that the Bidder is not debarred through the System for Award Management (www.SAM.gov).

Bidders are responsible for determining the responsibility of their prospective subcontractors. Bidders shall be required to provide information on any prospective subcontractors to be used in completion of the Project. Determinations of prospective subcontractor responsibility may affect GOSR's determination of the Bidder's responsibility. A Bidder may be required to provide written evidence of a proposed subcontractor's responsibility.

GOSR may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine a Bidders responsibility shall be used by GOSR to determine subcontractor responsibility.

VI. STATEMENT OF WORK

The successful Bidder shall perform the Statement of Work to the extent necessary (a) for the proper execution and completion of the Work under the Contract; (b) to supervise and direct the Work in a safe manner and perform all Work in accordance with the Contract, applicable law, applicable permits and industry standards; (c) to achieve Final Completion of the project; and (d) in conformance with the Contract Documents and the Technical Specifications and such that the Work is in compliance with the Contract, industry standards, applicable codes, applicable laws and applicable permits.

The successful Bidder is responsible for identifying, coordinating, and conforming scope, specifications, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of New York, the U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the New York State Department of Environmental Conservation (DEC), the New York State Department of Labor (NYSDOL), and any other local codes or agencies as they may apply.

A. SCOPE

The scope of this project shall include furnishing all qualified personnel, supervision, labor, services, materials, equipment, facilities, travel, overhead and incidentals necessary for Storm Hardening of the Edgewater Park Volunteer Fire Department. The work to be performed by the Bidder for this project shall include, but is not limited to:

1. Construction services for Storm Hardening of the Edgewater Park Volunteer Fire Department.
2. New windows installed throughout the entire building
3. Improvements to the roof and building envelope that includes new roofing, flashings, and waterproofing



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4. Installation of a backup generator to provide emergency power and allow the facility to serve as a shelter during emergencies. The generator will be of sufficient capacity to provide accessory usage for emergency equipment
5. Upgraded HVAC installed in the community center
6. Complete renovation of the community center, including modern lighting, finishes, upgraded HVAC, and ADA-compliant bathrooms so that the facility can function as a generator-driven emergency shelter and build community resilience.
7. Furnish and install construction signage per Appendix G “Construction Signage Requirements”
8. The contractor shall perform all contract work such that on-going use of the firehouse remain unaffected and shall be operational at all times. This shall include all MEP systems, access to egress points, or otherwise approved in the site logistics plans.
9. Warranty period shall not be less than one (1) year, to include labor and materials.

Bidders must refer to all attachments, including the Standards & Specifications and Plans & Drawings for further details and information.

B. STANDARDS & SPECIFICATIONS

Applicable standards and specifications required under this IFB are included under the Standards & Specifications attachment:

1. Technical Specifications
2. Environmental Inspection Report

It is the responsibility of the Bidder to ensure that each worker provided by the Bidder shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Bidder to be performed in a workmanlike, skillful, and competent manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the State of New York (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or any applicable Federal laws, codes, and regulations.

C. PLANS & DRAWINGS

Applicable plans and drawings pertinent to this IFB are included under the Plans & Drawings attachment:

- a. Approved GC.FO- X00735640-I1
- b. Approved Electrical Drawings
- c. Approved Mechanical Plans X00736087-I1
- d. Approved Plumbing Plans- X00736306-I1
- e. Fire Alarm Plans

D. COMMENCEMENT OF SERVICES

The Successful Bidder must be prepared to commence these services within thirty (30) days of the issuance of a Task Order, at the direction of GOSR.



E. TIME FOR PERFORMANCE

Time is of the essence in the performance of the Work. Upon issuance of the Notice To Proceed (NTP), the Successful Bidder will have three (3) days to commence initiation of work and a maximum of six (6) months from NTP to Complete all Work required by the Contract Documents to the satisfaction of the GOSR Project Manager, Engineer and Authority(ies) Having Jurisdiction, as well as written acceptance from GOSR and its designees. Work milestones provided below:

Deliverable	Completion Milestone Date
Commencement of Work (NTP plus three (3) days)	August 15, 2022
Substantial Completion (complete all scopes of work, and pass all controlled inspections)	December 13, 2022
Work Order Closeout: Complete Punchlist, obtain all authority having jurisdiction sign-offs, in order to complete final requisition of services	February 11, 2023

F. SITE ACCESS

The Work described in Section VI – Statement of Work will be conducted at locations and entities under an Agreement with the Governor's Office of Storm Recovery. The Successful Bidder, in coordination with GOSR, will be responsible for scheduling access to the project location(s) and will work directly with the GOSR Project Manager to ensure that all necessary preparations and access to the project location(s) are made in accordance with the approved project construction schedule.

G. CRITICAL PATH METHOD (CPM) SCHEDULE REQUIREMENTS

A detailed Baseline construction schedule utilizing the Critical Path Method, with appropriate work breakdown structure to coordinate all trade work, is required to be submitted by the awarded Contractor fourteen (14) calendar days following award. Schedule updates indicating original baseline and revised actual schedule must be submitted, when one of the following occurs:

- The schedule experiences delay or acceleration
- Once (1) every 30 calendar days
- At the discretion of the GOSR Project Manager.

H. KEY DELIVERABLES

The Key Deliverables to be provided by the Successful Contractor shall include the following:

1. Phasing Plan
2. Submit a site security and logistics plan indicating work sequencing, staging, delivery and storage area(s) for Project Manager approval, within ten (10) days following award.



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3. Baseline CPM Schedule and Updates - baseline schedule with monthly updates, listing all inspections, and coordination of work. Baseline schedule must be submitted and approved by the GOSR Project Manager prior to on-site construction start for each project.
4. Project Specific Site Health and Safety Plan (HASP) shall be submitted within fifteen (15) days of NTP and prior to any work beginning for each project.
5. Contractor Submittals and Requests for Information shall be submitted timely by the Contractor and must be included in the schedule.
6. Reporting of daily field activity, fabrication progress including count of labor force by trade classification, material lead times, deliveries and installation metrics, and notification of inspections and when work is completed.
7. Successfully coordinate, request, and pass all progress, quality, and final inspections as required by governing agencies noted on bid documents, including but not limited to the Authority(ies) Having Jurisdiction, municipality(ies), Engineer of Record, and GOSR Project Manager.

I. ELECTRONIC PROJECT MANAGEMENT

GOSR utilizes an Oracle Primavera based project controls system. By submitting its bid, Bidder commits to comply with reporting, data provision, updating and other requirements of the program at the direction of project manager and GOSR program controls personnel. This includes weekly reporting on status of projects, significant milestone progress reporting and other information regarding the progress of the work. Failure to comply with reporting requirements may result in a delay of payment until remedied.

VII. GENERAL PROVISIONS

1. AUTHORIZATION TO DO BUSINESS IN NEW YORK

All Bidders are required to have and maintain any licenses, certifications, and registrations required by the State of New York, GOSR, or municipality in which the work takes place, or as required by recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. licensed plumbers).

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the state or locality in which they are doing business. If a Bidder's business isn't located in New York, Bidders must submit the licenses, certifications, and other documentation required by the locality in which their business is based.

2. PERFORMANCE & PAYMENT BONDS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor shall comply with New York State bonding requirements under Section 137 of the State Finance Law, which requires the following minimum bonding requirements:

- A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance



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bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.

- A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

Bidders should refer to Appendix I – Federal Contract Provisions and Appendix II – Standard Clauses for Contracts with HTFC for more detailed information on the requirements and regulations applicable to this contract opportunity:

- New York State Finance Law
- New York State Executive Law
- New York State Economic Development Law
- New York State Public Authorities Law
- New York State Labor Law
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 24 CFR Part 570 – Community Development Block Grants
- 24 CFR Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.

Bidder shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Bidder’s services.

GOSR operates its business ethically and in compliance with the law. We ask that any Bidder or Bidder’s employee doing business with GOSR who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Toll-Free Telephone: 855-861-0003

E-mail: fraud@stormrecovery.ny.gov (must include company name with report)

Fax: (215) 689-3885 (must include company name with report)

For Free Interpretation/Language Assistance: 1-844-694-7163

All suspected criminal conduct will be investigated and reported to the appropriate law enforcement agency. Bidders who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Bidder or Contractors for reporting suspected ethical violations or fraud is strictly prohibited.

By submitting this Bid, neither contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States export administration act of nineteen hundred sixty-nine, as amended, or the



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export administration act of nineteen hundred seventy-nine, as amended, or the regulations of the United States department of commerce promulgated thereunder.

4. DISQUALIFICATION OF BIDDER

Upon signing its Bid, Bidder certifies that Bidder has not violated the antitrust laws of this State or of Federal antitrust laws. Any or all bids may be rejected if GOSR believes that collusion exists among Bidders. If multiple bids are submitted by a Bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits Bidders from submitting multiple bids for different products or services.

5. FUNDING

GOSR anticipates that all or partial funding for the project subject to this IFB will consist of Federal grant funding. The Federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD). As such, Bidder acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 C.F.R. 200. Any Contract awarded pursuant to this IFB shall include all required Contract clauses in all solicitation and contract awards for services and work associated with this project, and the selected Bidder shall include the applicable clauses in its subcontracts (see Appendix I – Federal Contract Provisions).

Additionally, any contract entered into by GOSR that is to be paid in whole or in part from grant funds will be subject to termination for convenience by GOSR should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to GOSR, other than for payment of services rendered prior to the date of termination.

6. SECTION 3 ACT OF 1968 COMPLIANCE

Bidder acknowledges and is responsible for ensuring compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (“Section 3”). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. The implementing regulations for Section 3 are found at 24 C.F.R. 75.

24 C.F.R. 75.19(a) requires that, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, contractors and subcontractors shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

Where feasible, priority for employment opportunities and training should be given to:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in YouthBuild programs.



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24 C.F.R. 75.19(b) requires that, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, contractors and subcontractors shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

Where feasible, priority for contracting opportunities should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. YouthBuild programs.

Contractors or subcontractors that employ Section 3 workers must maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. Please refer to 24 C.F.R. 75.31 regarding acceptable documentation for a Section 3 worker or Targeted Section 3 worker.

Bidders must complete and submit the Section 3 Utilization Plan & Statement of Compliance (See Bid Forms – Article 41) with their Bid. The Section 3 Utilization Plan & Statement of Compliance should detail the Bidder's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Bidders should indicate all firms proposed as subcontractors on this project, and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

Businesses which fit the definition of a Section 3 Business Concern, and would like to self-perform in order to comply with Section 3 requirements, must submit Section 3 Self-Certification documentation. At GOSR's discretion, GOSR may accept the GOSR Section 3 Business Concern Self-Certification, or equivalent Section 3 Self-Certification forms from HUD, or other Section 3 programs in the Bidder's local jurisdiction.

7. MWBE UTILIZATION AFFIRMATIVE STEPS

2 C.F.R. 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



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GOSR shall monitor and evaluate the successful Contractor's MWBE compliance throughout the contract period. Upon award, successful Contractor shall be responsible for providing reports in the format and frequency required by GOSR.

8. NEW YORK EXECUTIVE LAW ARTICLE 15-A - PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS

GOSR is committed to awarding contracts minority and women-owned business enterprises ("MWBEs") and to firms that are dedicated to diversity and provide high-quality services. GOSR strongly encourages firms that are certified as MWBEs by the State's Empire State Development ("ESD") to submit responses to this IFB. GOSR strongly encourages joint ventures of MWBE firms with majority firms and with other MWBE firms.

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of firms to provide the above described services. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation - 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how GOSR will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

Bidders that are not MWBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified MWBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Bidder(s).

Include the following in the Bidder's submission:

1. If the Bidder is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
2. A description of the instances, if any, in which the Bidder has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.
3. A statement of the Bidder's willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Bidder. Such statement should include an explanation of how the Bidder would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.
4. Provide a plan for ensuring the participation of minority group members and women in accordance



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with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix II – Standard Clauses for Contracts with HTFC.

For assistance identifying MWBE partners, review the NYS MWBE Directory of Certified Firms. Upon award, successful Contractor shall be responsible for providing reports in the format and frequency required by GOSR.

9. NEW YORK EXECUTIVE LAW ARTICLE 17-B. PARTICIPATION BY SERVICE-DISABLED VETERANS WITH RESPECT TO STATE CONTRACTS

GOSR is committed to awarding contracts to service-disabled veteran-owned business (“SDVOBs”) that provide high-quality services. HTFC strongly encourages firms that are certified as SDVOBs by the State’s Office of General Services (“OGS”), to submit responses to this IFB.

GOSR is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. Bidders for this IFB and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfilment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required SDVOB documentation.

For assistance identifying SDVOB partners, refer to the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses. Upon award, successful Contractor shall be responsible for providing reports in the format and frequency required by GOSR.

10. MINIMUM EFFECTIVE PERIOD OF BID

All bids are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the bid.

11. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect subsequent contract award should be included. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

12. BRAND NAMES / SUBSTITUTION

Brand names and model numbers that may appear in the documents of this IFB are for reference only and shall serve as an example of functional, design, and/or quality standards and requirements for the product or service identified. It is not the intent of GOSR to restrict bids in such cases, but rather to establish a desired quality or level of merchandise or to meet a pre-established standard due to existing items. Herein, or within the attached specifications, whenever GOSR has listed a specific brand name, the words “or equal” shall automatically apply thereto. This term “or equal” means that Contractor may propose to provide an alternate product as long as such proposed alternate product, in the opinion of GOSR, meets the minimum specifications.



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If Bidder wishes to provide a different product than the product GOSR has identified within this IFB, Bidder may propose different products or items within their Bid submission, provided the products or items provide the same essential characteristics and are of equal or better quality. The burden of proof of such rests with Bidders. GOSR shall act as sole judge in determining equality and acceptability of products offered. After opening of bid, but prior to award recommendation, GOSR may require documentation demonstrating equal or superior products as compared to products required.

13. REGULATORY REQUIREMENTS & PERMITS

Bidders awarded pursuant to this IFB shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and codes and shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services under this IFB and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Bidder shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

14. CONFLICTS OF INTEREST

Prior to responding to this IFB, the Bidder must perform a conflict of interest inquiry and disclose to GOSR in its bids of any and all potential conflicts of interest that exist or may exist for its organization and/or subcontractors or affiliates in relation to the scope of work contained in this document.

In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon Bidders. The successful Contractor will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. Contractor shall immediately inform GOSR in writing of actual or potential conflict of interest that arises under a contract. GOSR reserves the right to cancel any contract awarded pursuant to this IFB upon thirty (30) days written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to GOSR's satisfaction.

15. FEDERAL PROVISIONS & REQUIREMENTS

Because the Contract is being funded with Federal funds, the Contract shall be governed by certain Federal terms and conditions for Federal grants, attached hereto as Appendix I of the IFB. Submission of a Bid shall affirmatively represent and certify that the Bidder understands and shall adhere to all applicable Federal requirements. Any funds disallowed by any Federal government entity shall be disallowed from the fee or compensation to Contractor.

Upon award, successful Contractor shall be responsible for providing reports in the format and frequency required by GOSR to maintain its compliance with its funding sources.

16. STANDARD CLAUSES FOR CONTRACTS WITH HTFC

Because the Contract will be between the Bidder and HTFC, the contract shall be governed by certain standard HTFC terms and conditions, attached hereto as Appendix II of the IFB Appendices. Bidder shall provide a description of experience with such requirements and affirmatively represent and certify that the Bidder shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC.



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17. IRAN DIVESTMENT ACT

Every bid made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Bidder on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid, Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. A Bid that fails to certify compliance with this requirement may not be accepted as responsive.

VIII. ATTACHMENTS & APPENDICES

ATTACHMENTS:

- Attachment A – Bid Schedule (REQUIRED)
- Attachment B – Insurance Requirements
- Attachment C – Standards & Specifications
- Attachment D – Plans & Drawings
- Attachment E – Prevailing Wage and Other Labor Requirements

APPENDICES:

- Appendix I – Federal Contract Provisions
 - Certification Regarding Lobbying
- Appendix II – Standard Clauses for Contracts with the Housing Trust Fund Corporation
 - HTFC Construction Agreement
 - Appendix A – Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6)(b)
 - Appendix B – Offeror Disclosure of Prior Non-Responsibility Determinations
 - Non-Collusive Bidding Certification
 - New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)
- Appendix III – Diversity Forms



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- Equal Employment Opportunity Staffing Plan (PROC-1)
- MWBE Utilization Plan (PROC-2)
- Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement (PROC-4)
- SDVOB Utilization Plan
- Equal Employment Opportunity Statement (PROC-8)
- Section 3 Plan
- Appendix IV– Construction Requirements and Procedures for Contracts with Housing Trust Fund Corporation
 - Affirmation of Income Payments to MBE/WBE
 - Monthly Employment Utilization Report
 - Appendix A – Standard Clauses for NYS Contracts



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ATTACHMENT A – BID SCHEDULE

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

All blank spaces in the attached Bid Schedule must be filled in. Failure to fill in any blank spaces may render the bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, GOSR will correct any apparent errors in the extension of Unit Prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and GOSR makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to GOSR which cannot be withdrawn for the number of calendar days indicated in the Invitation for Bids from and after the Bid opening, or until a Contract for the Work is fully executed by GOSR and a third party, whichever is earlier.

In submitting this Bid, Bidder acknowledges and commits to comply with all applicable legal and regulatory requirements.

By submission of this bid, 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 its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

_____ Date

Authorized Bidder Signature

Printed Name (First & Last): _____

Company Name: _____



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ATTACHMENT B – INSURANCE REQUIREMENTS

Prior to commencing any work but no later than ten (10) days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of GOSR. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

Contractor shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Contract, the Statement of Work, or any Work Order(s), insurance naming HTFC as an additional insured against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees, or subcontractors, and shall be of the type, and with the limits and deductibles, listed below.. It shall be in GOSR's sole discretion to accept or reject alternative insurance requirements. Contractor shall require all of its Subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds".

Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Contract, the Statement of Work, or any Work Order(s).

Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.

Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Contractor or its employees) utilized and/or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Contractor hereby agrees to waive its right of subrogation against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents of employees, for any losses.



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Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.

In addition-If Contractor will be hauling hazardous material, Contractor's Pollution Liability (CPL) Coverage. In an amount not less than Five Million Dollars (\$5,000,000.00) covering pollution related claims and also including Non-owned disposal site(s) liability, Transportation pollution liability coverage endorsement, Additional Insured Endorsement, and Additional Insured Endorsement-Products-Completed Operations Hazard. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis.

If Contractor is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Contractor and/or those acting under the Contractor's direction or control and/or those for whose acts the Contractor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Contractor. HTFC, the State of New York, and all “benefitted parties” shall be named as “Additional Insureds” on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Contractor under this Agreement, the Services or Scope of Services, or any Work Order(s), and shall be endorsed to provide that HTFC shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC, the State of New York, and all “benefitted parties” as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the Contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers' Compensation Self-insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or



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CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

Subcontractors under this Agreement shall only be subject to (i)-(iv) of this Section, except that (vi)-(vii) shall apply where applicable. However, Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

NOTE: All General Liability, Comprehensive Auto, Excess Liability, and Pollution, Legal Liability policies must be endorsed to name HTFC, and all Indemnities as Additional Insureds.

Indemnification Provisions:

Contractor will also be required to agree to the following indemnification provisions:

Contractor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC and the State of New York, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Work Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Work Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Contractor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Contractor or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Contractor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Contractor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Work Order(s). Accordingly, all of the indemnification provisions as set forth herein shall also apply to any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of this Agreement for any reason.



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For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners or others who may be determined to be third party beneficiaries of this contract (“benefitted parties”), all of the indemnification provisions set forth herein shall expressly extend to such “benefitted parties” in like manner and degree as to HTFC.

Notwithstanding the foregoing indemnification provisions, Contractor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents.



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ATTACHMENT C – STANDARDS & SPECIFICATIONS

THE FOLLOWING SPECIFICATIONS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH
IN THEIR ENTIRETY:

1. Technical Specifications
2. Environmental Inspection Report



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ATTACHMENT D – PLANS & DRAWINGS

THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. Approved GC.FO- X00735640-I1
2. Approved Electrical Drawings
3. Approved Mechanical Plans X00736087-I1
4. Approved Plumbing Plans- X00736306-I1
5. Fire Alarm Plans



ATTACHMENT E – PREVAILING WAGES & OTHER LABOR REQUIREMENTS

See attached Davis-Bacon Wage Decision

GOSR reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification. GOSR will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. GOSR shall require the posting, utilization, and/or submission of the following forms or documents to verify compliance with Davis-Bacon, Prevailing Wages, and other labor requirements, which may include, but are not limited to, the following:

- Contractors shall pay the higher prevailing wage between Davis Bacon (Federal) and NYSDOL Prevailing wages. NYSDOL update periodically and it is the contractor's responsibility to pay the most updated wages applicable for the trade being utilized in the field. NYSDOL wages can be found on the following website: <https://apps.labor.ny.gov/wpp/publicViewPWChanges.do?method=showIt>
- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Contractors are required to post these wage rates at the job site visible to all workers and must remain in place until the project is complete.
- Employees Rights Under Davis-Bacon Act Poster – This poster will be provided by GOSR to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
- Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by GOSR to Contractor, and must be posted at the job site in an area visible to all workers.
- Quarterly Employment Data Report – This report shall be provided by GOSR to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- Weekly Certified Payrolls – GOSR shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.
- Project Sign – GOSR shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
- Daily Work Logs – GOSR may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.
- GOSR will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name



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appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

- In the event of discrepancy between the services performed and the wages paid, such discrepancy will be documented, and the Contractor will be so notified. GOSR reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.



APPENDIX I – FEDERAL CONTRACT PROVISIONS

During the performance of the Contract, Contractor shall comply with all applicable Federal laws and regulations including, but not limited, to the following:

A. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

Contractor shall be subject to 2 C.F.R. 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
6. Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by GOSR.

B. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.337)

Contractor must provide GOSR, the State of New York, the U.S. Department of Housing and Urban Development (HUD), the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this Contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records available upon request of those representatives within twenty-four (24) hours of request by GOSR. Contractor must maintain all records pertaining to the Contract for five (5) years after receiving final payment and after all other pending matters have been closed.

C. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. 200.327)

1. **Appendix II to Part 200 (A) – Breach of Contract Remedies:**



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The Contract between HTFC and Contractor shall include administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Contract.

2. Appendix II to Part 200 (B) – Termination for Cause and Convenience:

The Contract between HTFC and Contractor shall include provisions for termination for cause or convenience by GOSR, including the manner by which it will be effected and the basis for settlement.

3. Appendix II to Part 200 (C) – Equal Employment Opportunity:

Except as otherwise provided under 41 C.F.R. Part 60, Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60.

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



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The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: *Provided*, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel,



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terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its subcontracts, and to require all subcontractors to include the equal opportunity clause in each of its subcontracts.

4. Appendix II to Part 200 (D) – Davis-Bacon Act:

For any Contract in excess of \$2,000 and if required by the Federal funding program, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this Contract which fall under the Davis Bacon Act. The Contractor is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

Contractor shall submit certified payroll of Contractor and all subcontractors on a weekly basis in the format required by GOSR. At GOSR's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by GOSR or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by GOSR. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. GOSR shall report all suspected or reported violations to the Federal awarding agency, as applicable.

5. Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act:



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Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Act provides that each the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. GOSR must report all suspected or reported violations to the Federal awarding agency.

6. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

If this Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Appendix II to Part 200 (F) – Rights to Inventions Made Under Contract or Agreement:

Any discovery or invention that arises during the course of the contract shall be reported to GOSR. This clause requires the Contractor to disclose promptly inventions to GOSR (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:



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If this Contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to GOSR and understands and agrees that GOSR will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to GOSR and understands and agrees that GOSR will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

9. Appendix II to Part 200 (H) – Debarment and Suspension:

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II).



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Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by GOSR. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, the Contractor may be subject to available remedies, including but not limited to, refunding GOSR for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify GOSR in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Contract. GOSR reserves the right to verify Contractor's status and document instances of debarment, suspension, or other ineligibility.

10. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Amendment:

If this Contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Contract term funding exceeds \$100,000.00, Contractor shall file with GOSR the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. Appendix II to Part 200 (J) – Procurement of Recovered Materials (See 2 C.F.R. 200.323):

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or



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- At a reasonable price.

Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Appendix II to Part 200 (K) – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (See 2 C.F.R. 200.216):

Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

13. Appendix II to Part 200 (L) – Domestic Preferences for Procurement (See 2 C.F.R. 200.322):

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

D. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 C.F.R. 570.602)

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance



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made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 C.F.R. part 6.

E. FLOOD DISASTER PROTECTION ACT OF 1973 (24 C.F.R. 570.605)

Contractor must comply with the provisions in 24 C.F.R. 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 C.F.R. Parts 59-79.

F. LEAD-BASED PAINT (24 C.F.R. 570.608)

Contractor and its subcontractors must comply with the provisions found in 24 C.F.R. 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856), and 24 C.F.R. Part 35, subparts A, B, J, K, and R. This Article is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

G. ACCESSIBILITY (24 C.F.R. 570.614) & SECTION 504 (29 U.S.C. SECTION 794 AND 24 C.F.R. PART 8 & 9)

Contractor shall comply with all Federal, State and local laws and regulations which prohibit recipients of Federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 C.F.R. Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 C.F.R. Part 40 and Appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225);

H. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U AND 24 C.F.R. PART 75)

For any HUD-funded housing rehabilitation, housing construction, and other public construction project with a value in excess of \$200,000, contractor and subcontractors must comply with Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors shall ensure that employment, training, or subcontracting opportunities arising in connection with Section 3 projects are provided to Section 3 workers and Section 3 business concerns residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

For any Section 3 covered project, contractor and subcontractors must comply with the implementing regulations under 24 C.F.R. 75.

Where feasible, priority for employment opportunities and training should be given to:



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1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in YouthBuild programs.

To the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, contractors and subcontractors shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

Where feasible, priority for contracting opportunities should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. YouthBuild programs.

Contractors or subcontractors that employ Section 3 workers must maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. Please refer to 24 C.F.R. 75.31 regarding acceptable documentation for a Section 3 worker or Targeted Section 3 worker.

I. ENERGY EFFICIENCY (42 U.S.C. 6201)

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with services performed under this Contract.

J. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this Contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended.

K. GREEN BUILDING STANDARDS

At a minimum, the Contractor and its subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. Contractor shall be required to comply with all requirements for Green Building Standards of the Federal awarding agency and/or pass-through entity. Pursuant to Federal Register / Vol. 81, No. 117 / Friday, June 17, 2016 / Notices, Green Building Standards must be met for:

All new construction of residential buildings; and

All replacement of substantially damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and rebuilding a housing unit on the same lot in substantially the same manner)



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and may include changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

Green Building Standards mean construction that must meet an industry-recognized standard that has achieved certification under at least one of the following programs:

1. ENERGY STAR (Certified Homes or Multifamily High-Rise)
2. Enterprise Green Communities
3. LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development)
4. ICC-700 National Green Building Standard
5. EPA Indoor AirPlus (ENERGY STAR a prerequisite)
6. Any other equivalent comprehensive green building program

Residential buildings include single-family properties, multifamily properties, or both. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters.

L. NON-COLLUSION (THE SHERMAN ACT)

Contractor must comply with the requirements of The Sherman Act, which prohibits collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.
- Assemble in coordination with any other organization in an attempt to fix the price of the work.
- Contractor is expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the Contract term.

M. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or



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entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this Contract.

N. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

O. MISCELLANEOUS PROVISIONS

Program Fraud & False or Fraudulent Statements or Related Acts: Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to GOSR, Contractor, any subcontractors or any other party pertaining to any matter resulting from the Contract.



**Governor's Office of
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APPENDIX II – STANDARD CLAUSES FOR CONTRACTS WITH HTFC



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APPENDIX III – DIVERSITY FORMS



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**APPENDIX IV – CONSTRUCTION REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH HOUSING TRUST FUND CORPORATION**