



**Department of
Design and
Construction**

PROJECT ID: NYCHAREP

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

NYCHA Apartment Repairs

**LOCATION:
BOROUGH:
CITY OF NEW YORK**

**Various NYCHA Properties
Boroughs of Brooklyn and Queens, NY**

CONTRACT NO. 1

GENERAL CONSTRUCTION WORK

NYCHA



Date: March 19, 2020

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NOTICE TO BIDDERS:

- **PROJECT LABOR AGREEMENT:** This contract is subject to a Project Labor Agreement (“PLA”) entered into between the City and the Building and Construction Trades Council of Greater New York (“BCTC”) affiliated Local Unions. By submitting a bid, the Contractor agrees that the PLA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute a “Letter of Assent” prior to award.

The Bidder is advised to review the following: (1) Notice regarding the PLA, (2) the PLA, and (3) the Letter of Assent, all of which are set forth at the beginning of Volume 2 of the Contract Documents.

- **SINGLE CONTRACT:** As stated above, this contract is subject to a PLA. The requirements of the Wicks Law for separate prime contractors DO NOT APPLY to any project that is covered by a PLA. Accordingly, the requirements of the Wicks Law for separate prime contractors do not apply to this Project. The Project consists of a single contract, the Contract for General Construction Work.

The Bidder is advised to review the Notice set forth at the beginning of Volume 2 of the Contract Documents. The Notice specifies revisions to the Contract Documents to provide that the Project consists of a single contract and to delete any and all references to separate prime contractors.

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PRE BID QUESTIONS (PBQs):

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in BID INFORMATION, and SCHEDULE B, VOLUME 1 OF 3 of this BID BOOKLET.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

NYC Contract Financing Loan Fund

Loans at a 3% annual interest rate to perform on New York City contracts

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

Loans of up to \$500,000 at an annual interest rate of 3% are available to eligible* businesses to perform on New York City contracts. Closing fees apply.

*To be eligible for a loan, you must:

- Have an operating business, AND
- Be applying for financing as a prime or sub-contractor to use toward a contract with a City agency or City-funded entity.
- Additional Eligibility requirements may also apply.

How it works:

Step 1: Fill out the Contract Financing inquiry form at nyc.gov/contractfinancing

Step 2: If Eligible, a participating lender will contact you within two business days.

Step 3: Begin the loan application process

For more information: Call 311 or visit nyc.gov/contractfinancing

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NYC Bond Collateral Assistance Fund

If your business is bidding or planning to bid on a project as a prime or subcontractor with a City agency or the NYC Economic Development Corporation (NYCEDC) and the project requires surety bonding, you may be eligible* to receive up to \$500,000 in Collateral Assistance to enhance your surety bond application from a participating bond service provider coordinated with the NYC Department of Small Business Services (SBS).

*To be eligible, you must:

- Have an operating construction business, AND
- Be bidding or planning to bid as a prime or subcontractor on a contract with a City agency or NYCEDC that requires bonding
- Additional Eligibility requirements may apply.

How it works:

Step 1: Fill out the Bond Collateral Assistance Fund inquiry form at nyc.gov/bondfund

Step 2: If Eligible, the bond service provider will contact you within two business days

Step 3: Begin the bond application process

For more information: Call 311 or visit nyc.gov/bondfund

(NO FURTHER TEXT ON THIS PAGE)

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BID BOOKLET

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**BID BOOKLET
PART A**

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**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

**THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED
AND SUBMITTED WITH THE BID:**

- Bid Form, including Affirmation
- Bid Security (if required, see attachment 1)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

**FAILURE TO SUBMIT THE THREE ITEMS LISTED ABOVE
WILL RESULT IN THE DISQUALIFICATION OF THE BID**

- Safety Questionnaire
- Construction Employment Report (if bid is \$1,000,000 or more)
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Any Addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT THE EIGHT ITEMS LISTED ABOVE
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

- NOTES:**
- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
 - (2) If the bidder has any questions or requires additional information, please contact of Design and Construction by phone (718-391-2601) or by fax (718-391-2627).
 - (3) **PASSPort Compliance:** The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract award. PASSPort details are set forth on the PASSPort Disclosure Filing notice at the beginning of this Bid Booklet.
 - (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.
 - (5) **SPECIAL EXPERIENCE REQUIREMENTS FOR ASBESTOS:** The Bidder is advised that this contract contains strict requirements regarding the prior experience and licensing of the subcontractor who will perform any required asbestos abatement work. These special experience requirements are set forth in the section of the specifications which describes any required asbestos abatement

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SPECIAL EXPERIENCE REQUIREMENTS

Bidders are advised that the special experience requirements set forth below apply to the General Construction Contractor if a check mark is indicated before the word "Yes". Compliance with these special experience requirements will be determined solely by the City. Failure to meet these special experience requirements will result in the rejection of the bid as non-responsive.

General Construction Contractor x YES NO

(A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER IF APPLICABLE:** The Special Experience Requirements set forth below apply to the bidder only if indicated above. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non responsive.

1) The bidder must, with the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.

(B) **QUALIFICATION FORM:** For each project submitted to demonstrate compliance with the special experience requirements, the bidder(s) indicated above must complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

(C) **CONDITIONS:** The City may, in determining compliance with the special experience requirements set forth above, consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or from the inception of the bidding entity.

2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(D) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

(E) **COMPLIANCE:** Compliance with the experience requirements set forth herein will be determined solely by the City. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

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Qualification Form

Project ID: NYCHAREP

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

Was the work performed as a prime or a subcontractor: _____

Amount of Contract: _____

Date of Completion: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

Was the work performed as a prime or a subcontractor: _____

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Name of Project: _____

Location of Project: _____

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Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

Was the work performed as a prime or a subcontractor: _____

Amount of Contract: _____

Date of Completion: _____

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Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

Was the work performed as a prime or a subcontractor: _____

Amount of Contract: _____

Date of Completion: _____

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MWBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled “Notice to All Prospective Contractors”.

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the “Notice to All Prospective Contractors” (See Part A, Section 10). The bidder’s request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive.

Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program (“LBE”). The LBE Program is set forth in Article 67 of the Contract.

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NOTICE TO ALL PROSPECTIVE CONTRACTORS

**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES IN CITY PROCUREMENT**

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). Section 6-129 establishes the program for participation in City procurement (“M/WBE Program”) by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “M/WBE Utilization Plan”), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD
AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, (“Participation Goals”), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor’s participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor’s participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to

determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered (“Master Services Agreement”) and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor’s certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or**

below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE Utilization Plan**, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE Utilization Plan** in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE Utilization Plan** has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE Utilization Plan**.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBEModification@ddc.nyc.gov. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor’s M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women’s business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women’s business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency’s M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency’s M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor’s progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.
2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE Utilization Plan**, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE Utilization Plan**, Agency may determine that one of the following actions should be taken:
 - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;
 - (d) terminating the Contract;
 - (e) declaring the Contractor to be in breach of Contract;
 - (f) withholding payment or reimbursement;
 - (g) determining not to renew the Contract;
 - (h) assessing actual and consequential damages;

- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.

Tax ID #: _____

APT E-
PIN#: N/A

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # N/A FMS Project ID#: NYCHAREP

Project Title/Agency NYCHA Apartment Repairs

PIN # N/A

Bid/Proposal
Response Date: Monday, March 30, 2020

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code ####

Contact Person Magalie Austin Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-1586 Email AustinMa@ddc.nyc.gov

Project Description *(attach additional pages if necessary)*

The scope of work includes, without limitation, the following repair work on New York City Housing Authority ("NYCHA") apartments: general apartment repairs including stripping of fixtures, apartment general maintenance, painting, removing and replacing floor tiles, including ceramic tiles, plaster, tub/sink re-glazing, replacing window glass and ceramic wall tiles, installing bathroom marble saddles, replacing kitchen cabinets, interior doors, and apartment doors, and other work as directed during the scope walkthrough.

M/WBE Participation Goals for Service *Enter the percentage amount for each group and goal.*

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified</u>	<u>N/A</u> %
or	
<u>Black American</u>	<u> </u> %
<u>Hispanic American</u>	<u> </u> %
<u>Asian American</u>	<u> </u> %
<u>Women</u>	<u> </u> %
Total Participation Goals	N/A %

Line 1

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Tax ID #: _____

APT E-

PIN#: N/A

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 6)	Calculated M/WBE Participation Amount
	\$	X	= \$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
	\$	X	= \$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

MBE WBE

As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % _____

Enter brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

✓ Scopes of Subcontract Work

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York (Section 6-129), and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	
Contact Name _____	Telephone # _____ Email _____
Type of Procurement <input type="checkbox"/> Competitive Sealed Bids <input type="checkbox"/> Other _____	Bid/Response Due Date _____
APT E-PIN # (for this procurement): _____	Contracting Agency: _____

M/WBE Participation Goals as described in bid/solicitation documents

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: _____ **Date:** _____
Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
Signature: _____ **Date:** _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

BID FOR FURNISHING ALL LABOR AND
MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: NYCHAREP

NYCHA Apartment Repairs
Various NYCHA Properties
Boroughs of Brooklyn and Queens, NY

Name of Bidder: _____

Date of Bid Opening: _____

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation ()

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Bidder's Fax Number: _____

Bidder's Email Address: _____

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

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BID FORM

1. This is a construction requirements contract (the "Contract").

a. As consideration for entering into this Contract, the City of New York (the "City") shall guarantee the Contractor the guaranteed minimum of \$5,000.00 on this Contract (the "Guaranteed Minimum"), subject to:

(i) City's early termination rights set forth in the Contract including, but not limited to City's right to terminate the Contractor for default or otherwise, which shall take precedence over City's obligations to meet the Guaranteed Minimum; and

(ii) in the event that the Contract is terminated prior to the expiration of the term, in accordance with its terms, the City shall have no obligation to meet the Guaranteed Minimum or pay or reimburse the Contractor for any unbalanced amount of, or shortfall in, the Guaranteed Minimum existing as of such termination.

b. The Not-to Exceed amount that the City may pay the Contractor for Work performed under the Contract shall be the maximum amount of \$500,000.00 (the "Not-to-Exceed Amount"), provided that the Not-to-Exceed Amount is not a lump sum or a guarantee of any payments to the Contractors; rather the Not-to-Exceed Amount is the maximum amount of the aggregate payments for the Work that the Contractor may receive under the Contract.

2. The City will order Work from the Contractor by issuing a Work Order. The Work Order may order the Contractor to perform Work under this Contract at any New York City Housing Authority ("NYCHA") developments in Queens or Brooklyn. However, the City reserves the right to require the vendor to perform work in NYCHA developments in other boroughs not covered by this Contract.

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page 17 of this Bid Booklet.

The bidder hereby affirms that is has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:

(1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule.

BID FORM

PROJECT ID: NYCHAREP

The undersigned hereby proposes to furnish all labor, material, equipment, permits, insurance, and if applicable, any performance and payment bonds, and to pay all applicable taxes and to do and perform all obligations as provided in the Contract Documents for the Work.

BIDDER'S ADJUSTMENT FACTOR (Specify to four (4) decimal places):

The Bidder agrees to perform the Work in the quantities specified in individual Work Orders issued by the City pursuant this Contract for the Unit Prices specified in the Unit Price Schedule (line items #1 -198) multiplied by the Adjustment Factor of:

____._____._____._____._____._____.
(Adjustment Factor in numbers)

(Adjustment Factor in words)

ADJUSTED UNIT PRICES: The undersigned understands and agrees that the Adjustment Factor indicated above will be applied to the individual Unit Prices for each item listed in the Unit Price Schedule (line items #1-198). The City shall pay the Contractor the Adjusted Unit Prices.

PLEASE NOTE: Line items # 199-201 require the bidder to fill in fully burdened hourly rates for electrical, plumbing, and carpentry labor for scopes of work that are not covered by the Unit Price Schedule. The fully burdened hourly rates must include all necessary wages, benefits, overhead, and profit. Line items #202-204 are to be used in conjunction with the Labor Only items (line items # 199-201) unless otherwise noted. The six (6) items listed below (Description of Labor Only + Material Markup) are NOT subject to the Adjustment Factor.

Line Item #	Description of Labor Only + Material Markup	Unit of Measure	Unit Price
199	Electrical Labor Only	Hourly	
200	Plumbing Labor Only	Hourly	
201	Carpentry Labor Only	Hourly	
202	Electrical Materials Cost + 10% markup	N/A	N/A
203	Plumbing Materials Cost + 10% markup	N/A	N/A
204	Carpentry Materials Cost + 10% markup	N/A	N/A

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public

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BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this

_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this

_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____.

I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this

_____ day of _____,

Notary Public

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except _____

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: _____
Address: _____
City: _____ State: _____ Zip Code: _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature:

Title: _____

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of _____

(\$ _____), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the _____ day of _____, _____.

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

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UNIT PRICE SCHEDULE

Refer to Unit Price Schedule attached herein.

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NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
Carpentry			
01	Provide and install apartment entrance door including interviewer, bomber style spring hinge and all other hardware (NYCHA to review mortise lock)	Each	\$1,331.09
02	Provide and install Interior Swing Type Door and hardware (per opening)	Each	\$975.37
03	Provide and install Interior Slider Type Door and hardware (per opening)	Each	\$975.37
04	Provide and install Interior Bi-fold Door and hardware (per opening)	L/f	\$852.04
05	Provide and install passage lock set	Each	\$124.96
06	Provide and install metal door buck for apartment entrance door - one piece welded (12 gauge)	Each	\$84.72
07	Provide and install metal door buck for interior door - one piece welded (16 gauge)	Each	\$78.62
08	Provide and Install Base Cabinet with one drawer and door, TYPE B-1, 12"W X 24"D X 34-1/2"H	Each	\$609.54
09	Provide and Install Base Cabinet with one drawer and door, TYPE B-1, 15"W X 24"D X 34-1/2"H	Each	\$633.96
10	Provide and Install Base Cabinet with one drawer and door, TYPE B-1, 18"W X 24"D X 34-1/2"H	Each	\$646.17
11	Provide and Install Base Cabinets with one drawer and door, TYPE B-1, 24"W X 24"D X 34-1/2"H	Each	\$658.38
12	Provide and Install Base Cabinets with two drawers & doors, TYPE B-2, 30"W X 24"D X 34-1/2"H	Each	\$682.80
13	Provide and Install Base Cabinet sink type with vent, TYPE B-3, 36"W X 24"D X 34-1/2"H	Each	\$695.01
14	Provide and Install Base Cabinet sink type with vent, TYPE B-3, 42"W X 24"D X 34-1/2"H	Each	\$743.85
15	Provide and Install Wall Cabinet with one door, TYPE W-1, 15"W X 12"D X 34"H	Each	\$646.17
16	Provide and Install Wall Cabinet with one door, TYPE W-1, 12"W X 12"D X 34"H	Each	\$633.96
17	Provide and Install Wall Cabinet with one door, TYPE W-1, 18"W X 12"D X 34"H	Each	\$652.28
18	Provide and Install Wall Cabinet with one door, TYPE W-1, 24"W X 12"D X 34"H	Each	\$670.59
19	Provide and Install Wall Cabinet with two doors, TYPE W-2, 30"W X 12"D X 34"H	Each	\$658.38
20	Provide and Install Wall Cabinet with two doors, TYPE W-2, 36"W X 12"D X 34"H	Each	\$682.80
21	Provide and Install Wall Cabinets with two doors & Shelf, TYPE W-3, 42"W X 12"D X 30"H	Each	\$725.54
22	Provide and Install Wall Cabinet with two doors & shelf, TYPE W-3, 42"W X 12"D X 34"H	Each	\$731.64

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
23	Provide and Install Wall Cabinet, over refrigerator, TYPE W-4, 30"W X 12"D X 18"H	Each	\$633.96
24	Provide and install windows (complete unit)	Each	\$851.96
25	Repair broken vacuum sealed windows	Each	\$370.21
26	Demolition of existing sheetrock and studs.	S/F	\$0.91
27	Provide and install moisture resistant 5/8" sheetrock, metal studs and furring channels (shimmed as required to produce a level, flat surface). Includes tape, spackle, water based acrylic primer and two (2) finish coats of paint.	S/F	\$6.90
Plumbing/Maintenance			
28	Provide and Install Kitchen Sink, Double Bowl, Stainless Steel, complete with faucet, strainer, waste and water connections	Each	\$987.99
29	Provide and Install Counter Tops, Formica laminated	L/f	\$90.40
30	Provide and install single lever faucet	Each	\$195.60
31	Provide and install "P" and "L" style brass trap	Each	\$104.57
32	Provide and install bathroom lavatory wall hung cast iron basin sink complete with faucet, strainer, waste and water connections	Each	\$587.55
33	Provide and install basin faucet with drain kit (no pop-up)	Each	\$371.89
34	Provide and install bathroom vanity complete with sink, faucet, strainer, waste and water connections	Each	\$952.14
35	Provide and install bathtub wall surround	Each	\$1,176.73
36	Provide and install shower rod and mounting kit	Each	\$179.73
37	Provide and install medicine cabinet	Each	\$185.02
38	Provide and install toilet bowl	Each	\$450.63
39	Provide and install toilet fill valve assembly	Each	\$124.78
40	Provide and install bathtub including new waste and overflow	Each	\$987.99
41	Provide and install shower body including trim kit	Each	\$1,223.35
42	Provide and install toilet floor flange (connect to existing)	Each	\$146.54
43	Provide and install flexible gas line connector	Each	\$235.00
44	Remove existing and provide and install new copper piping	L/f	\$99.25
45	Remove existing and provide and install new cast iron piping	L/f	\$95.94
46	Remove existing and provide and install new brass piping	L/f	\$98.26
47	Remove existing and provide and install new black malleable iron piping	L/f	\$101.37
48	Provide and install fixture stop valve	Each	\$124.78
49	Provide and install radiator valve	Each	\$154.73
50	Provide and install thermostatic trap	Each	\$182.05
51	Provide and install window balances	Each	\$590.76
52	Provide and install C02/Smoke Alarm Combo Unit	Each	\$120.63
53	Provide and install ceiling light fixture, fluorescent 22W-32W Circle-line	Each	\$129.25

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
54	Provide and install ceiling light fixture, keyless porcelain	Each	\$126.73
55	Provide and install light fixture, wall sconce	Each	\$98.73
56	Provide and install ceramic tiles on bathroom walls	S/F	\$7.32
57	Provide and install ceramic tiles on bathroom floor	S/F	\$6.99
58	Provide and install stone saddle at bathroom door opening	Each	\$131.00
Electrical			
59	Provide and install GFCI outlets in kitchen and bathroom	Each	\$154.72
60	Provide and install electrical light switches and outlets	Each	\$104.74
Plastering			
61	Demolition of existing plaster & lath	S/F	\$7.35
62	Three Coat Plaster Restoration	S/F	\$36.07
63	Plaster Patch Restoration	S/F	\$19.01
Painting			
64	One (1) Coat Painting – 1 Room Apartment	Each	\$493.35
65	Two (2) Coat Painting – 1 Room Apartment	Each	\$735.90
66	One (1) Coat Painting – 2 Room Apartment	Each	\$657.80
67	Two (2) Coat Painting – 2 Room Apartment	Each	\$981.20
68	One (1) Coat Painting – 3 Room Apartment	Each	\$986.70
69	One (1) Coat Painting – 3 Room Duplex Apartment	Each	\$1,151.15
70	Two (2) Coat Painting – 3 Room Apartment	Each	\$1,471.80
71	Two (2) Coat Painting – 3 Room Duplex Apartment	Each	\$1,717.10
72	One (1) Coat Painting – 4 Room Apartment	Each	\$1,315.60
73	One (1) Coat Painting – 4 Room Duplex Apartment	Each	\$1,480.05
74	Two (2) Coat Painting – 4 Room Apartment	Each	\$1,962.40
75	Two (2) Coat Painting – 4 Room Duplex Apartment	Each	\$2,207.70
76	One (1) Coat Painting – 5 Room Apartment	Each	\$1,644.50
77	One (1) Coat Painting – 5 Room Duplex Apartment	Each	\$1,808.95
78	Two (2) Coat Painting – 5 Room Apartment	Each	\$2,453.00
79	Two (2) Coat Painting – 5 Room Duplex Apartment	Each	\$2,698.30
80	One (1) Coat Painting – 6 Room Apartment	Each	\$1,973.40
81	One (1) Coat Painting – 6 Room Duplex Apartment	Each	\$2,137.85
82	Two (2) Coat Painting – 6 Room Apartment	Each	\$2,943.60
83	Two (2) Coat Painting – 6 Room Duplex Apartment	Each	\$3,188.90
84	One (1) Coat Painting – 7 Room Apartment	Each	\$2,302.30
85	One (1) Coat Painting – 7 Room Duplex Apartment	Each	\$2,466.75
86	Two (2) Coat Painting – 7 Room Apartment	Each	\$3,434.20
87	Two (2) Coat Painting – 7 Room Duplex Apartment	Each	\$3,679.50
88	One (1) Coat Painting – 8 Room Apartment	Each	\$2,631.20
89	One (1) Coat Painting – 8 Room Duplex Apartment	Each	\$2,795.65

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
90	Two (2) Coat Painting - 8 Room Apartment	Each	\$3,924.80
91	Two (2) Coat Painting - 8 Room Duplex Apartment	Each	\$4,170.10
92	One (1) Coat Painting - 9 Room Apartment	Each	\$2,960.10
93	Two (2) Coat Painting - 9 Room Apartment	Each	\$4,415.40
94	One (1) Coat Painting - 1 Room (Liv/Rm or BR)	Each	\$328.90
95	Two (2) Coat Painting - 1 Room (Liv/Rm or BR)	Each	\$490.60
96	One (1) Coat Painting - Kitchen	Each	\$328.90
97	Two (2) Coat Painting - Kitchen	Each	\$490.60
98	One (1) Coat Painting - Bathroom	Each	\$147.95
99	Two (2) Coat Painting - Bathroom	Each	\$220.77
100	One (1) Coat Painting - Toilet (½ bath)	Each	\$98.67
101	Two (2) Coat Painting - Toilet (½ bath)	Each	\$147.18
102	One (1) Coat Painting - All Halls in 1 to 2 room apartments	Each	\$139.70
103	One (1) Coat Painting - All Halls in 3 to 4 room apartments	Each	\$164.45
104	One (1) Coat Painting - All Halls in 5 to 6 room apartments	Each	\$189.20
105	One (1) Coat Painting - All Halls in 7 to 9 room apartments	Each	\$216.70
106	Two (2) Coat Painting - All Halls in 1 to 2 room apartments	Each	\$208.45
107	Two (2) Coat Painting - All Halls in 3 to 4 room apartments	Each	\$245.30
108	Two (2) Coat Painting - All Halls in 5 to 6 room apartments	Each	\$282.15
109	Two (2) Coat Painting - All Halls in 7 to 9 room apartments	Each	\$324.50
110	One (1) Coat Painting - All Halls in 3 to 4 room Duplex apartments	Each	\$164.45
111	One (1) Coat Painting - All Halls in 5 to 6 room Duplex apartments	Each	\$189.20
112	One (1) Coat Painting - All Halls in 7 to 8 room Duplex apartments	Each	\$216.70
113	Two (2) Coat Painting - All Halls in 3 to 4 room Duplex apartments	Each	\$245.30
114	Two (2) Coat Painting - All Halls in 5 to 6 room Duplex apartments	Each	\$282.15
115	Two (2) Coat Painting - All Halls in 7 to 8 room Duplex apartments	Each	\$324.50
116	One (1) Coat Painting - Door (per door side)	Each	\$27.50
117	Two (2) Coat Painting - Door (per door side)	Each	\$49.50
VCT Floor Tiles			
118	Provide and install Vinyl Composition Floor Tile	S/F	\$2.22
119	Provide and install Vinyl Cove Base	L/f	\$2.22
Installation of Air-Conditioning Brackets			
120	Install Metal Air Conditioner Bracket	Each	\$86.15
Mold Remediation			
121	Removal of wall tiles of approximately 655 sq. ft.	S/F	\$0.12
122	Caulk with an approved mold resistant product	L/f	\$9.45

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
123	Clean and reinstall accordion wall	S/F	\$7.52
124	Clean and reinstall exhaust grille	Each	\$264.53
125	Clean and reinstall light fixture	Each	\$554.50
126	Clean and reinstall light switch plate/outlet cover (incl. wire)	Each	\$268.79
127	Clean remaining sheetrock to remove any settled dust.	S/F	\$1.09
128	Clean surfaces thoroughly using a low-toxicity household cleaner with slightly abrasive properties	S/F	\$2.34
129	Clean, repair and reinstall cabinetry (no removal)	Unit	\$769.20
130	Clean, repair and reinstall cove base (no removal)	L/f	\$14.30
131	Clean, repair and reinstall wall paneling (no removal)	S/F	\$37.80
132	Remove existing grout or caulking	L/f	\$5.21
133	HEPA-vacuum and clean with a detergent solution (vacuum not incl)	S/F	\$3.17
134	Install barrier between toilet bowl/tank and wall to prevent condensation on the wall	Each	\$64.94
135	Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint	L/f	\$5.69
136	Paint with mold resistant paint	S/F	\$3.28
137	Perform wall break	S/F	\$20.26
138	Reinstall existing bathroom sink (remove/reinstall)	Each	\$1,697.56
139	Reinstall existing bathroom vanity (remove/reinstall)	Each	\$1,296.77
140	Reinstall existing bathtub enclosure (remove/reinstall)	Each	\$694.58
141	Reinstall existing bathtub (remove/reinstall)	Each	\$2,226.75
142	Reinstall existing cabinetry (remove/reinstall)	Unit	\$593.38
143	Reinstall exhaust fan grille	Each	\$229.32
144	Reinstall existing shower (remove & reinstall)	Each	\$1,411.17
145	Remove accordion wall.	S/F	\$5.79
146	Remove and discard insulation in exposed wall cavities that were directly affected by greywater, or that came in contact with mold affected sheetrock	S/F	\$14.12
147	Remove and dispose of finished wood floorboards displaying significant water damage (buckling) and/or that measure wet. Continue removal to a point of at least 12 inches beyond any visible mold growth on the top and/or bottom sides of finished wood floorboards, plywood sub-flooring, and/or sleeper or to the perimeter of the room	S/F	\$13.02

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
148	Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work	S/F	\$14.23
149	Remove and dispose of water-damaged vinyl floor tiles or tiles measuring wet	S/F	\$13.89
150	Remove and replace wood framing displaying significant mold growth	L/f	\$10.13
151	Remove bathroom sink	Each	\$679.13
152	Remove bathroom vanity	Each	\$185.22
153	Remove bathtub enclosure	Each	\$562.03
154	Remove bathtub	Each	\$811.43
155	Remove cabinetry	Unit	\$318.35
156	Remove cove base	L/f	\$23.16
157	Remove exhaust fan grille. HEPA vacuum dust from grille and within vent	Each	\$242.55
158	Remove exhaust grille	Each	\$96.14
159	Remove kitchen sink	Each	\$714.41
160	Remove light fixture	Each	\$115.08
161	Remove light switch plate/outlet cover	Each	\$50.46
162	Remove plumbing equipment and accessories as necessary	LF	\$69.45
163	Remove shower	Each	\$642.08
164	Remove wall paneling	S/F	\$23.16
165	Repair plumbing equipment and accessories as necessary	L/f	\$206.38
166	Replace cove base	L/f	\$9.22
167	Replace flooring	S/F	\$9.44
168	Replace with new pipe insulation inside wall cavity where the insulation is missing or defective	L/f	\$67.88
169	Replace with new plumbing equipment pipe and accessories	L/f	\$206.38
170	Replace sheetrock with mold resistant sheetrock	S/F	\$13.78
171	Replace wall paneling	S/F	\$47.16
172	Replace with new wall that was removed	S/F	\$16.80
173	Replace with new accordion wall	S/F	\$70.65
174	Replace with new bathroom sink	Each	\$2,879.05
175	Replace with new bathroom vanity	Each	\$544.72
176	Replace with new bathtub enclosure	Each	\$1,953.82
177	Replace with new bathtub	Each	\$4,400.24

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
178	Replace with new cabinetry	Unit	\$1,113.77
179	Replace with new exhaust fan grille	Each	\$293.14
180	Replace with new floor tiles	S/F	\$22.98
181	Replace with new HVAC grille	Each	\$311.85
182	Replace with new kitchen sink	Each	\$3,117.75
183	Replace with new light fixture	Each	\$729.30
184	Replace with new light switch plate/outlet cover.	Each	\$175.33
185	Replace with new shower.	Each	\$2,878.66
186	Wet-scrape or wire-brush any loose paint.	S/F	\$21.42
187	Wet-scrape to remove the affected paint and top-coated plaster or skim-coating to which the paint is adhered. Continue wet scraping to a point of at least 12 inches beyond any visible water damage, mold growth, and/or areas that measure wet.	S/F	\$24.89
Regulated Waste Removal and Disposal			
188	"Pick up and Disposal of Box (es) (of sizes up to 4 ½ cubic feet) of Regulated Waste, within Two {2} Business Days. Unit price per box shall include all costs associated with this task. No additional fee(s) will be paid for this service".	Box	\$127.02
189	General Response & Cleanup. Rate shall include all costs associated with this task. No additional fee(s) will be paid for this service. Response within 24 hours (During NYCHA normal working hours 8:00 AM to 4:30 PM).	Each	\$1,807.03
190	General Response & Cleanup. Rate shall include all costs associated with this task. No additional fee(s) will be paid for this service. Emergency Response within 2 hours (During NYCHA normal working hours 8:00 AM to 4:30 PM).	Each	\$2,109.21
191	General Response & Cleanup. Rate shall include all costs associated with this task. No additional fee(s) will be paid for this service. Emergency Response within 2 hours (After NYCHA normal working hours 4:30PM to 8:00AM, Weekends & Holiday	Each	\$2,435.15
192	Perform a disinfectant wipe down & cleanup at locations relating from possible STAPH/MRSA condition. Response within 2 hours (During NYCHA normal working hours 8:00 AM to 4:30 PM) this unit price shall include all labor, materials & disposal	L/f	\$174.65
193	Perform a disinfectant wipe down & cleanup at locations relating from possible STAPH/MRSA condition. Response within 2 hours (After NYCHA normal working hours 4:30PM-8:00AM) Weekends & Holidays, price including all labor, materials & disposal fees.	L/f	\$203.91
Tub and Sink Glazing			
194	Preparation of tub (sanding and/or removal of previous tub coating)	Each	\$149.24
195	Tub: re-glazing work (primer, topcoat; etc.)	Each	\$384.98

NYCHAREP: NYCHA Apartment Repairs
Unit Price Schedule

Line Item #	Description of Work	Unit of Measure	Unit Price
196	Adding a slip resistant surface to tub floor	Each	\$75.94
197	Preparation of sink (removal of all hardware, removal of caulking, cleansing, wet sanding, removal of previous coating, if any.)	Each	\$37.31
198	Sink Re-glazing: apply (2) coats of Polyurethane primer, clear	Each	\$96.25

**ATTACHMENT 1 – BID INFORMATION
PROJECT ID: NYCHAREP**

DESCRIPTION AND LOCATION OF WORK:

**NYCHA Apartment Repairs
Various NYCHA Properties
Boroughs of Brooklyn and Queens, NY
DDC PIN: N/A**

EPIN: N/A

DOCUMENTS AVAILABLE AT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before:	Monday, March 30, 2020
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BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

PRE BID QUESTIONS (PBQs):

Please be advised that PBQs must be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date. Email PBQ(s) - CSB_projectinquiries@ddc.nyc.gov

PRE-BID CONFERENCE: N/A

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction, Contract Section
	30-30 Thomson Avenue - First Floor
	Long Island City, NY 11101
DATE AND HOUR:	Monday, March 30, 2020

LATE BIDS WILL NOT BE ACCEPTED

BID SECURITY:

BID SECURITY IS NOT REQUIRED

PERFORMANCE AND PAYMENT SECURITY:

NOT REQUIRED FOR CONTRACTS UNDER \$1,000,000.00

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, 11101
Telephone (718) 391-1041 Email: CSB_projectinquiries@ddc.nyc.gov



For questions about site accessibility, please contact our disability services facilitator at (718) 391-2815 or via email at accessibility@ddc.nyc.gov.

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**BID BOOKLET
PART B**

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SAFETY QUESTIONNAIRE

The Bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: Ten (10) employees or less

Greater than ten (10) employees

Company has previously worked for DDC: YES NO

2. Type(s) of Construction Work:

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

<u>TYPE OF WORK</u>	LAST 3 YEARS	THIS PROJECT
General Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Residential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except building	<input type="checkbox"/>	<input type="checkbox"/>
Highway and Street Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except highways	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing, Heating, HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Painting and Paper Hanging	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>
Masonry, Stonework and Plastering	<input type="checkbox"/>	<input type="checkbox"/>
Carpentry and Floor Work	<input type="checkbox"/>	<input type="checkbox"/>
Roofing, Siding, and Sheet Metal	<input type="checkbox"/>	<input type="checkbox"/>
Concrete Work	<input type="checkbox"/>	<input type="checkbox"/>
Specialty Trade Contracting	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Abatement	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The Bidder / Contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the Bidder cannot obtain its EMR, it must submit a written explanation as to why.

The Bidder must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	<u>INTRASTATE</u> RATE	<u>INTERSTATE</u> RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the Bidder / Contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

- YES NO Contractor has received a willful violation issued by OSHA or a New York City Department of Buildings (NYCDOB) construction-related violation within the last three years.
- YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).

The OSHA Form 300 “Log of Work-Related Injuries and Illnesses” and OSHA Form 300A “Summary of Work-Related Injuries and Illnesses” must be submitted for the last three years for Contractors with more than ten employees.

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.

Incident Rate =
$$\frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Bidder's / Contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the Bidder / Contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction.....	8.5
Residential Building Construction	7.0
Nonresidential Building Construction.....	10.2
Heavy Construction, except building	8.7
Highway and Street Construction.....	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC.....	11.3
Painting and Paper Hanging	6.9
Electrical Work.....	9.5
Masonry, Stonework and Plastering.....	10.5
Carpentry and Floor Work.....	12.2
Roofing, Siding, and Sheet Metal.....	10.3
Concrete Work.....	8.6
Specialty Trade Contracting.....	8.6

5. Safety Performance on Previous DDC Project(s)

YES NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

DDC Project Number(s): _____, _____, _____

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: _____

By: _____
(Signature of Bidder: Owner, Partner, Corporate Officer)

Title: _____

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Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information which must be submitted.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 28 through 30 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.
- (D) **Project Specific Information:** If required, the bidder must submit the project specific information described below:
- (1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
- (2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
- (3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.
- (4) Description of work expected to be subcontracted, and to what firms, if known.
- (5) List of key material suppliers.

- (6) Preliminary bar chart time schedule
- (7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
- (8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

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PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the **Procurement and Sourcing Solutions Portal (PASSPort)**, a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information using PASSPort. **Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.**

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

CONSTRUCTION EMPLOYMENT REPORT

All bidders will be required to submit a Construction Employment Report (CER) if the bid amount is \$1,000,000 or greater.

The CER template form is available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Constru_Employ_Rpt.pdf

Instructions for completing the Construction Employment Report are available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Cons_Employ_Rpt_Inst.pdf

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IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20____

Notary Public

Dated:

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FMS ID: NYCHAREP



Department of
Design and
Construction

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

NYCHA Apartment Repairs

LOCATION: Various NYCHA Properties
BOROUGH: Boroughs of Brooklyn and Queens, NY
CITY OF NEW YORK

Contractor

Dated _____, 20 _____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20 _____

