

**THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
ASSET MANAGEMENT**

BID BOOKLET

**FOR FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT
NECESSARY FOR THE PROVISION OF:**

**BUILDING SEAL-UP AND SITE MAINTENANCE SERVICES AT VARIOUS
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES (“DCAS”)
FACILITIES THROUGHOUT THE FIVE (5) BOROUGHES OF NEW YORK
CITY**

E-PIN 85616B0008

LOCATED IN THE (5) BOROUGHES OF NEW YORK CITY

NOTICE

FOR BID SOLICITATION RESPONSE

DUE TO SECURITY PROCEDURES AFFECTING THE PROCESSING OF MAIL SENT TO THIS AGENCY, YOU SHOULD TAKE NOTICE OF THE FOLLOWING:

IF YOUR BID SOLICITATION RESPONSE IS BEING SUBMITTED VIA ANY MAIL SERVICE (I.E., UNITED STATES POSTAL SERVICE, EXPRESS MAIL, FEDEX, UNITED PARCEL SERVICE, INC., ETC.), PLEASE ENSURE YOUR RESPONSE ARRIVES AT LEAST ONE (1) BUSINESS DAY PRIOR TO THE BID DUE DATE TO ACCOMMODATE THE PROCESSING OF MAIL PRIOR TO ITS DELIVERY TO THE OFFICE OF CONTRACTS, 1 CENTRE STREET, 18th FLOOR.

ANY BID SOLICITATION RESPONSE THAT ARRIVES TO THE 18th FLOOR AFTER THE BID DUE DATE AND TIME SET FORTH IN THE BID SOLICITATION DOCUMENT WILL BE LATE AND NOT CONSIDERED.

PLEASE BE SURE YOUR BID SOLICITATION RESPONSE HAS THE COMPANY NAME, ADDRESS AND BID NUMBER ON THE RETURN ENVELOPE AND MAIL YOUR BID SOLICITATION RESPONSE WELL IN ADVANCE OF THE BID DUE DATE AND TIME. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR BID SOLICITATION RESPONSE IS RECEIVED AT THE BID ROOM PRIOR TO THE BID DUE DATE AND TIME.

IN ADDITION, IF YOU DELIVER YOUR BID SOLICITATION RESPONSE IN PERSON, TWO (2) FORMS OF IDENTIFICATION (ONE PICTURED) ARE REQUIRED TO ENTER THE MUNICIPAL BUILDING, 1 CENTRE STREET. PLEASE ALLOW AMPLE TIME FOR THE BUILDING'S SECURITY PROCEDURES.

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 dbenjamin@dcas.nyc.gov or via facsimile at (646)500-7155. 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 a **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 a **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 VENDEX as caution data.

Tax ID #: _____

APT E- **85616B0008**
 PIN #: _____

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 # 85616B0008 FMS Project ID#: _____

Project Title/ Agency PIN # BUILDING SEAL-UP AND SITE MAINTENANCE

Bid/Proposal Response Date _____

Contracting Agency NYC DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

Agency Address ONE CENTRE STREET City NEW YORK State NY Zip Code 10007

Contact Person Diana A. Benjamin Title M/WBE OFFICER

Telephone # (212) 386-0465 Email dbenjamin@dcas.nyc.gov

Project Description *(attach additional pages if necessary)*

FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE PROVISION OF BUILDING SEAL-UP AND SITE MAINTENANCE SERVICES AT VARIOUS DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES (“DCAS”) FACILITIES THROUGHOUT THE FIVE (5) BOROUGHES OF NEW YORK CITY.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: **Standard**

Group	Percentage
Unspecified	10%
or	
Black American	%
Hispanic American	%
Asian American	%
Women	%
Total Participation Goals	10%

Line 1

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 5 and 6 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	X	Agency Total Participation Goals (Line 1, Page 1)	=	Calculated M/WBE Participation Amount \$ 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	X	Adjusted Participation Goal (From Partial Waiver)	=	Calculated M/WBE Participation Amount \$ 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
APT E-PIN # (for this procurement): _____		Bid/Response Due Date _____
		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: _____%

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: _____%

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

NOTICE TO BIDDERS

Please note that, effective January 1, 2008, payments from the City of New York will be made by electronic funds transfer (EFT) as per the attached Electronic Funds Transfer memo. You are to complete the bottom section of the memo and return it with your bid response. The EFT Vendor Payment Enrollment Form is to be sent to:

NYC Department of Finance, Treasury Division,
66 John Street, 12th Floor
New York, NY 10038
Attention: EFT

or

Fax to: EFT at 212-361-7063.

Do **NOT** return the EFT Vendor Payment Enrollment Form with your bid response.

ELECTRONIC FUNDS TRANSFER MEMO

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. And electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

- I agree to accept EFT and have forwarded a completed EFT Vendor Payment Enrollment Form to the Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 – Attention EFT.

Please Note: EFT Vendor Payment Enrollment Forms are **NOT** to be submitted with your bid.

- I already receive payments via EFT.

Name of Firm: _____

Print Name: _____

Signature: _____

Title & Date: _____

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to: NYC Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 - Attention: EFT, or Fax to: EFT at 212-361-7063.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's E-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

BID BOOKLET

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CITY OF NEW YORK

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

The following documents ARE TO BE COMPLETED AND SUBMITTED WITH THE BID:

1. Bid Form, including check-off for MacBride Principles Provisions
2. Bid Security, if required (see Schedule "A")
3. Experience Questionnaire
4. VENDEX Questionnaires (if the bid is \$100,000 or more, or if the value of the Contract, when aggregated with the values of all other contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors during the immediately preceding 12 month period totals \$100,000 or more) consisting of the following forms:
 - (a) Vendor Questionnaire, and
 - (b) Principal Questionnaire, or
 - (c) Certificate of No Change for (a) and (b) above, if appropriate.
(See instructions for VENDEX Questionnaires.)
5. Division of Labor Services Information

NON-COMPLIANCE WITH ANY OF THE ABOVE BID SUBMISSION REQUIREMENTS MAY RESULT IN DISQUALIFICATION OF THE BID.

NOTE: All documents referred to above are included in the BID BOOKLET. If any of these documents are missing, please contact the Department of Citywide Administrative Services at 212-386-0403.

CITY OF NEW YORK
DCAS/BB

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
BID DOCUMENTS
BID FORM

Name of Bidder _____ Date of Bid: _____

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

Federal Tax Identification No. (EIN No.) or Social Security No.: _____

Address of Business of Bidder: _____

Telephone #: () _____ Fax: _____ Email: _____

If Individual, Residence of Bidder: _____

If bidder is a partnership, fill in the following information:

Name and Residence of Partners: _____

If bidder is a corporation, fill in the following information:

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: _____

BID

NOTE TO BIDDER: FAILURE TO COMPLETE THIS SECTION IN DETAIL WILL RESULT IN REJECTION OF YOUR BID.

1. THE UNDERSIGNED agrees, if this bid is accepted, that it will, within ten (10) days after receipt of notice of award, furnish such performance bond, payment bond and executed copies of insurance policies as may be required, execute the Contract for the procurement of services contained in this Bid Package and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this Bid.

2. The bidder makes the following statements and representations as part of this bid:

A. No Other Person Interested

The bidder is of lawful age and is the only one interested in this bid and that no other person, firm or corporation has any interest in this bid or in the Contract.

B. Certifications

By submission of its bid, each bidder and each person signing on behalf of any contractor 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) No Collusion. 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) Prices Not Disclosed. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No Attempt to Restrict Competition. 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.

C. No Interest by City Officer or Employee

No member of the City Council, 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 goods

or services for which this bid is submitted or in the performance of this Contract, or in any portion of the profits thereof.

D. Compliance with Section 6-109 of the Administrative Code

The bidder agrees to comply with the requirements of Section 6-109 of the Administrative Code, including, where applicable, the payment of either a prevailing wage or living wage, as those terms are defined in Section 6-109.

Before the award of the Contract, each year throughout the term of the Contract and whenever requesting Agency approval of a subcontractor, the contractor shall submit to the Agency a certification, as required by Section 6-109, in the form of the certification attached to this solicitation.

E. Non-Discrimination

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 this Contract awarded to it, it and its subcontractors engaged in the performance (i) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the nondiscrimination provisions of Section 220-e of the New York State Labor Law; (ii) have complied with the provisions of the aforesaid laws since their respective effective dates; and (iii) 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 this 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.

F. No Payment or Gift

The bidder, if an individual bidder, or if the bidder be a firm, partnership or corporation, by executing this document as a member, partner, director or officer and on behalf of such firm, partnership or corporation, represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other Contract between the parties. The bidder makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof. For breach or violation of such representations or warranties, the Commissioner shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the contractor shall not make claims for, or be entitled to recover, any sum or sums due under this Contract. This

remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

G. Site Inspection

The bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of this Contract. The bidder proposes to furnish the services in accordance with this Contract and the schedule of prices listed.

Use of Tropical Hardwoods

- H. In accordance with Section 167-b of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 167-b of the State Finance Law, shall not be utilized in the performance of this Contract except as same are expressly permitted by the foregoing provision of law.

Item	Description						Total Amount \$
	Additional Requirements						
A1	Amount of Additional Requirements for Materials						\$ 20,000.00
A2	Mark-up on Materials: \$20,000 x _____ % (Insert result in Total Amount column at right)						
B1	Amount of Additional Requirements for Labor						\$ 100,000.00
B2	Mark-up on Labor: \$100,000 x _____ % (Insert result in Total Amount column at right)						
	NOTE: A Percentage Mark-Up in excess of 15 % on the amount of Additional Requirements for Materials and/or 23 % on the amount of Additional Requirements for Labor ("Time"), above, will result in the bid being deemed non-responsive. See Section 6 of the Specifications.						
		SUB-TOTAL (Items A1+A2+B1+B2)					
	NOTE: The estimated amounts show on the Bid Sheet shall be utilized for bidding purposes only; the actual amount of Work will be determined during contract administration by DCAS, in its sole discretion. NOTE: Do NOT fill in grey boxes						
Unit Price Item No.	Description	Unit of Measure	Materials \$ (a)	Labor \$ (b)	Unit Price Total \$ (Materials and Labor) c=(a+b)	Estimated Quantity (d)	Total Amount \$ e=(c*d)
1	Removal of the existing windows and doors	SF				1000 SF	
2a	Seal-up of openings with reinforced concrete blocks 8 inch	SF				5000 SF	
2b	Seal-up of openings with reinforced concrete blocks 4 inch	SF				5000 SF	
3	Installation of treated plywood on window panels	SF				5000 SF	
4	New steel door up to 4' wide X 7' high	EACH				60 EA.	
5	New steel manual roll-up door	EACH				60 EA.	
6	Secure at-grade openings (Exterior)	SF				500 SF	
7a	Horizontal/Vertical debris netting protection	SF				15000 SF	
7b	Bird netting protection	SF				5000 SF	
8	Concrete repair	SF				2000 SF	
9a	Bottom course 4" binder	SY				2000 SY	
9b	Top course 2" black top	SY				2000 SY	
9c	Gravel 6"	CY				500 CY	

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
ASSET MANAGEMENT
-BID SHEET-

Unit Price Item No.	Description	Unit of Measure	Materials \$ (a)	Labor \$ (b)	Unit Price Total \$ (Materials and Labor) c=(a+b)	Estimated Quantity (d)	Total Amount \$ e=(c*d)
10	Façade repair	SF				2000 SF	
11	Non- hazardous rubbish, construction waste, and debrie removal	CY				500 CY	
12	Installation of window guards	SF				1000 SF	
SUB-TOTAL (Items #1 through #12)							
<u>TOTAL BID AMOUNT CALCULATION:</u>							
SUB-TOTAL (Items A1+A2+B1+B2):							
SUB-TOTAL (Items # 1 through #12):							
TOTAL BID AMOUNT (Sum of Sub-total for Items A1+A2+B1+B2 and Sub-total of Items #1 through #12):							

The estimated amounts shown on this Bid Sheet shall be utilized for bidding purposes only; the actual amount of Work will be determined during contract administration by DCAS, in its sole discretion.

By signing this bid, I agree to the provisions of the Section of the Information For Bidders, indicated below:

Section 34 - MacBride Principles Provisions: Yes _____ No _____

BIDDER'S SIGNATURE AND AFFIDAVIT

WARNING!! Failure to comply with the item below will result in the REJECTION of your bid.

MWBE GOALS: You MUST complete and submit the Schedule B - Subcontractor Utilization Plan (see "Schedule B" of this Bid Booklet), or a pre-approved waiver (see Schedule B of this Bid Booklet) at the time you submit your bid. You must submit the Schedule B or a pre-approved waiver in BID ENVELOPE.

Bidder _____

By _____

(Signature of partner or corporate officer)

**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 §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.

Dated: _____, New York
_____, 20__

SIGNATURE:

PRINTED NAME:

TITLE:

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

Notary Public
Dated:

STATE OF _____, COUNTY OF _____

The undersigned, being duly sworn, deposes and says:

1. I have knowledge of the several matters herein stated and they are in all respects true and that I have been authorized to execute this bid on behalf of said corporation, partnership, or firm.

2. Affidavit of Taxes, debts, and defaults

(Check the appropriate line)

Bidder states that it 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 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 or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts.

Bidder is unable to declare the above because of the following:

3. By signing this bid, I also agree to the provisions of the Section of the Information for Bidders indicated below:

Section 34 - MacBride Principles Provisions: Yes No

SIGNATURE OF BIDDER

Full Name of Bidder (Company)

Address

By: _____
Signature Title

(Attest: Corporate Seal) _____
Secretary of Corporate Bidder

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 20_____, before me personally appeared _____ to me known and known to me to be the same person described and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same for the purposes herein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 20_____, before me personally appeared _____ who being by me duly sworn, did depose and say that he/she resides in the City of _____; that he/she is the of the _____ that Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order for the purpose therein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY PARTNERSHIP

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 20_____, before me personally appeared _____ to me known to be a member of _____ the firm described in and which executed the foregoing instrument and he/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

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 therefor, 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 the 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 _____, 20__.

(Seal) _____ (L.S.)
Principal

By :

Surety

(Seal) By :

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

ss.:

County of _____

On this _____ day of _____, 20

before me personally came

to me known, who, being by me duly sworn did depose and say that he/she resides at

that he/she is the _____ of

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that he/she 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/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

ss.:

County of _____

On this _____ day of _____, 20

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/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

BID BOND 4

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of

ss.:

County of

On this _____ day of _____, 20

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/she executed the same.

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

CITY OF NEW YORK
DCAS/BB

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
BID DOCUMENTS

EXPERIENCE QUESTIONNAIRE

This Experience Questionnaire must be completed by each bidder and submitted with the bid.

The word "YOU" in each of the questions below is intended to mean, refer to and be answered truthfully with respect to the bidding entity itself and each and every one of its officers, directors, partners, members or principals (shareholders owning 10% or more of company stock). The signatory of this questionnaire guarantees the truth and accuracy of all statements and all interrogatories hereinafter made.

Submitted to: CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

Date: _____

Contractor Name:

Principal Office:

Telephone Number:

Federal Taxpayer Identification Number:

Corporation _____ Partnership _____ Individual _____

1. How many years of experience in _____ work
(Type of Work)
has your organization had:

(a) As a Prime Contractor _____ (b) As a Subcontractor _____

2. Have YOU ever failed to complete any work awarded to YOU?
If so: when, where, and why?

3. Have YOU or any organization of which YOU have been a partner or officer ever been declared in default by any City, State or Federal Agency?

(If answer is Yes, give details)

4. Have YOU or any member of an organization of which YOU have been a member, partner, director or officer, when called before a GRAND JURY to testify, refused to sign a WAIVER OF IMMUNITY or answer any relevant questions or have been indicted for any reason whatsoever?
(If answer is Yes, give details)

5. Name the corporations or companies that YOU have ever been connected with other than the above as a member, partner, director or officer.

6. Have YOU ever appeared before the Board of Responsibility of the City of New York? _____
(If answer is Yes, give details)

7. Have YOU ever been an officer or partner of some other organization that failed to complete a contract? _____

If so, state the name of individual, other organization and reason therefore.

8. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of Owner and reason therefor.

9. In what other lines of business are YOU financially interested?

10. For what corporations or individuals have YOU performed work. For each corporation or individual listed, please provide the name of project manager or other person whom we may contact.

11. For what cities have YOU performed work? For each city listed, please provide the name of a project manager or other person whom we may contact.

12. For what counties have YOU performed work? For each county listed, please provide the name of a project manager or other person whom we may contact.

13. For what State Bureaus or Departments have YOU performed work? For each bureau or department listed, please provide the name of a project manager or other person whom we may contact.

14. Have YOU ever performed any work for the U.S. Government? _____
If so, please provide the name of a project manager or other person whom we may contact.

15. What is the relevant service experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Relevant Services Experience	Magnitude & Type of Work	In What Capacity
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

16. What Projects has your organization completed within the last six (6) years?

Project Identification and Nature of Contract	Telephone No., Name and Address of Owner	Contract Amount	Date Started	Original Schedule Completion Date	Actual Completion Date	If Not Completed by Original Scheduled Completion Date, Give reason

17. What projects does your organization currently have under contract?

Project Identification and Nature of Contract	Telephone No., Name and Address of Owner	Contract Amount	Date Started	Contract Time	% Contract Time Elapsed as of This Date	% Work Completed as of This Date	If Percent of Elapsed Time is in Excess of Work Completed, Give reason therefor,

18. **As per 5.2.4** Bidder shall provide a list of references for each job that meets the requirements stated in Section 5 of the Specifications

NAME	TITLE	ADDRESS	PHONE NUMBER	EMAIL ADDRESS	NOTES:

*List additional references on a separate form, if necessary.

I _____ being duly sworn, state that I am _____ of the above _____; that I have read and understand all the items contained in the foregoing questionnaire that I supplied full and complete information and answers to each item therein to the best of my knowledge, information and belief; and that all information supplied by me is true. I understand that the City will rely on the information supplied in this form as an additional inducement to enter into a contract.

 Name of Organization Signature

 Title Date

Subscribed and sworn to before me
 this day of _____, 20__

 Notary Public

7815L

COVERAGE UNDER THE NEW YORK STATE WORKERS' COMPENSATION LAW

Pursuant to Section 57 of the New York State Workers' Compensation Law, the bidder must submit proof of workers' compensation and disability benefits coverage to the agency prior to the execution of any contract resulting from this solicitation.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

SUPPLY AND SERVICES EMPLOYMENT REPORT
 INSTRUCTIONS

WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

An S&S Employment Report (ER) must be filed if you meet the following conditions:

CONTRACTOR	CONTRACT VALUE	COMPANY SIZE	SUBMISSION REQUIREMENT
Prime and subcontractors	\$100,000 or greater	50 or more employees	S&S Employment Report
		Less than 50 employees	Less than 50 Employees Certificate

- A separate ER must be submitted for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".

An "**independently operating facility**" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If the staff employed by a facility is simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.

Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.

- If your contract value exceeds \$100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a "Less than 50 Employees" Certificate.
- It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontract must comply with the equal employment opportunity requirements of E.O. 50 and the implementing Rules. Each covered subcontractor must submit a completed Employment Report, or a "Less than 50" Certificate, for each of its operating facilities to the contracting agency before the fifth day following the award date (Comptroller's Office Registration Date) of the contract. DLS will review the subcontractor's Employment Report(s) for compliance.

DLS' REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval

The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

Continued Approval Certificate

The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

An Administrative Certificate of Compliance

Issued when the contractor has been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and is valid for 36 months.

Conditional Certificate of Compliance

The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months of the issue of the Conditional Certificate.

Determination of Nonperformance

The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

Part III: Employment Data Tables

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 13: Please indicate how many employees are working in the facility(ies) covered by this ER .

Question 14: A list of industry codes can be found in the appendix of this document.

Question 15a – g: The Procurement Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Explain the nature of the good(s) and/or service(s) being provided under this contract.

Questions 16: List the names and addresses of all of your firm's facilities which are performing work on this contract. (A facility is the headquarters or an operating facility that makes its own personnel decisions. Please note that each separate location is not an independent operating facility unless hiring and termination decisions are made there). For example, a computer organization might have a sales office in Newark, New Jersey which negotiated and/or submitted a contract proposal, manufacturing facilities in Tetersboro, New Jersey and Schaumburg, Illinois which produced the equipment; and a facility in New York City providing systems analysts, programmers and technicians to develop, install and maintain the system. Since all four (4) facilities are involved in performing the contract, all four (4) are independent operating facilities, and they must be identified. If a facility's employment policies, procedures and employment action determinations are made at a different facility or headquarters, that facility must be identified as well. If you are uncertain whether a particular facility should be included, please call DLS and ask for assistance.

Question 17: All subcontractors with subcontracts in excess of \$100,000 must be identified by name and address. As a selected proposed contractor, you must ensure that each of your subcontractors obtain an ER as soon as possible after your organization is selected for the contract.

Questions 18 – 21: These questions refer to your firm’s particular facility locations which have been reviewed in the past 36 months. If the operating facilities in the current proposed contract include any locations(s) different from those reviewed and certified in the past 36 months, ERs must be submitted for these facilities.

If your proposed facilities have received a valid Certificate of Approval within the past 36 months, been audited OFCCP, or have submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- General Information section
- Part I - Contractor/Subcontractor Information
- Signature Page

If you are currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the ER was submitted.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.

If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP’s performance; and
- Provide a copy of all stated OFCCP findings.

Question 22: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

Remember to label all documents with the question number for which they are submitted.

Questions 23a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 23a, 23b, etc.)

Questions 24a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 25: Inquires into where and how I-9 forms are maintained and stored.

Questions 26a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 27: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 28: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 29: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm’s procedure addresses EEO complaints.

Question 30: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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Question 31. Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
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Question 32: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 33. Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

Question 34: Please check for which job categories the listed policies and practices listed apply.

Question 35: If you employ 150 persons or more please indicate the relevant geographical area from which you recruit for each job category.

LESS THAN 150 EMPLOYEES: Vendors or suppliers with less than 150 employees at the facility(ies) performing on this contract need only complete Parts I, II and the Signature Page.

PART III: EMPLOYMENT DATA TABLES

FORM A: JOB CLASSIFICATION AND INCUMBENTS REPORT

Indicate the name and location of the reported facility in the upper right hand corner of Form A. Please circle the occupational category at the top of the page in order to identify the job titles being reported on the page. Remember, if you circle "professional" the page should reflect only those titles classified as professionals.

You must use separate pages of Form A for each occupational category. You should photocopy as many forms as you need to report all of the titles.

Occupational Category

List and classify each company job title which exists in the reported facility. In selecting the appropriate occupational category for each job title please note that the occupational categories listed in abbreviated form at the upper right corner reflect the eleven (11) occupational categories utilized in the 1990 Census. These occupational categories are listed in Appendix B (page 22) and appear as italicized headings within the parenthesis above each group of occupational titles listed in Appendix B. Be sure you are using the correct occupational category when selecting the category in Appendix B that most closely corresponds to your company job titles.

Company Job Title

Column 1: List all job titles which fall within the category circled. (These are titles, not census codes, occupational categories or specific people).

If you have an unusual company job title which you are unable to place within an occupational category, please fill out the job description form and DLS will classify the job title for you.

If two job titles have similar pay rate, opportunity and responsibility, they may be checked off in the same job group. But you may not skip a job group within an occupational category. The rankings in each occupational category must begin with Job Group 1, then Job Group 2, and so on. It is not necessary to reach Job Group 5, and in fact most small and medium-sized organizations do not.

Under limited circumstances will DLS allow more than five job groups to be established in an occupational category, but in no instance will more than ten job groups be allowed. If you believe that more than five job groups in any occupational category is absolutely necessary, please call DLS and ask for assistance.

Incumbents

Column 5: Record the total number of your current employees by job title.

Columns 6-15: Distribute by sex and minority status (see below), the total number of incumbents in each job title. Add the totals in column 5 for the entire occupational category (e.g., Managers) and place the resulting number in the box at the top left hand corner of the page. If there are no incumbents in an occupational category, you must report zero (0).

"Minority," "Minorities," or "Minority Group" means Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined as follows:

Black: descended from any of the Black African racial groups and not of Spanish origin;

Hispanic: of Mexican, Puerto Rican, Cuban, Dominican, Central or South American Spanish origin or culture regardless of race;

Asian or Pacific Islander: descended from any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands;

Native American, Alaskan Native: descended from any of the original peoples of North America or Alaska and maintaining identifiable tribal affiliation through membership and participation or community recognition.

The incumbents reported should reflect a snapshot of your workforce as of the date your Employment Report was completed.

FORM B: NEW HIRES FORM/TRACKING EMPLOYEES HIRED OVER THE LAST THREE YEARS

The New Hires Form calls for information concerning only those employees hired over the last three years, *including those who are no longer with your firm.*

If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Social Security No. or Employee ID No.

Column 1: Write the social security number or employee ID number of all employees hired. Each permanent ID number must be employee specific.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form, fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities," or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on above.

Year of Hire

Column 4: Enter year of hire for each employee hired within the past three years.

If there are no "new hires" for one or more of the past three years, please indicate this at the certification box located below the legends.

Company Job Number at Hire

Column 5: List the company job number (Form A, Column 2) for the title in which the employee was hired.

All company job numbers utilized on this form must be reported on Form A, even if the job title that the job number represents no longer exists. If a company number is listed as a three digit number on the job classification and incumbents form (i.e. 006), that precise three digit number must be utilized in this column and in column eight. Do not substitute "6" for "006".

Matching Census Code

Column 6: Refer to the census codes which were assigned to the job titles on Form A. List the census code assigned to the company job title into which the employee was hired.

If the same company job number is listed more than once in Column 5, the same census code must be assigned each time that company job number is reported.

Where applicable, the same census code may be assigned to different company job numbers. For example, job titles senior accountant and junior accountant may both be assigned detailed census code 023 (accountants and auditors).

If you are unable to find a suitable census code match for one or more of your company job titles, fill in the Job Description Form Employment Report, page 14) and DLS will match it to a census code.

Weekly Salary at Hire

Column 7: Report the weekly salary of each employee listed at hire. If not weekly, salaries must still be listed in a uniform manner (i.e., monthly salaries instead of weekly).

Current Company Job Number

Column 8: Enter the current company job number of each employee listed. This may or may not be a change from Column 5, depending on whether there was a change in job title (promotion, transfer, demotion) for the employee.

If any employee listed as a new hire is no longer with your firm, place an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employee retired and a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

Weekly Current Salary

Column 9: Enter the current salary of each employee listed. This may or may not be a change from Column 7. This salary must be reported in the same uniform manner (i.e. weekly, monthly) as Column 7.

If any employee listed is no longer with your firm, place an "I", "V", "R", or a "D" in this column as appropriate.

FORM C: TERMINATIONS FORM/EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

The Terminations Form calls for information concerning only those employees whose employment terminated over the last three years. If no termination occurred in any of the past three years, indicate this fact in the certification box.

If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Social Security No. or Employee ID No.

Column 1: Write the social security number or other permanent employee ID number for each employee listed. Each permanent ID number utilized must be employee specific.

Please be sure that all employees listed on the "New Hires Form" as terminated (with a "V", "R", "I" or "D" in columns 8 and 9) are consistently reported on this Form.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities ", or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined above.

Age at Termination

Column 4: Indicate the age of each employee listed. Please do not give birth dates.

Year of Hire

Column 5: If any employee listed on this form was rehired, enter the year of last hire.

Last Company Job Number

Column 6: Enter the last company job number assigned to terminees (this number must be from the job numbers assigned on Form A, column 2).

All company job numbers utilized on this form must be reported on the Form A, even if the title and number no longer exist.

Year of Termination

Column 7: Indicate the year of employee's termination.

Type of Termination

Column 8: Indicate the type of termination by placing an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employees retired or a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

NOTICE TO CITY VENDORS VENDEX PROCEDURES

GENERAL INFORMATION

In an effort to streamline the operation of VENDEX, the Mayor's Office of Contract Services has made some significant changes in the processing of VENDEX forms.

- There are only two Questionnaires; the **Vendor Questionnaire** and the **Principal Questionnaire**.
- Questionnaires are submitted directly to MOCS; Questionnaires will no longer go directly to the agencies.
- Questionnaires are valid for three years from the date of the certifications.
- The new forms are available on line at www.nyc.gov/vendex

CERTIFICATIONS OF NO CHANGE

- Affidavits of no change are no longer accepted. Instead vendors are required to complete under penalty of perjury, a Certification of No Change which states that the information contained in the most recent VENDEX submission/ changed questionnaire is current and accurate, Unlike affidavits of no change, principals are not required to submit individual Certifications of No Change.
- The vendor must execute **TWO ORIGINAL** Certifications of No Change and return them to the agency.
- If the vendor has a parent or controlling entity that is required to submit VENDEX Questionnaires, the parent or controlling entity must also execute 2 original Certifications of No Change. **The Certification of No Change that is executed on behalf of the vendor will not be sufficient to cover the parent or the controlling entity of the vendor.**
- It is recommended that either the individual who signs the contract on behalf of the vendor, or one of the principal officers executes the Certifications of No Change on behalf of the vendor.

**HOW TO DETERMINE WHETHER YOU NEED TO FILE NEW FORMS/
MAKE CHANGES/ CERTIFY THAT THERE ARE NO CHANGES**

- If the vendor has never completed VENDEX questionnaires, or has not made a complete VENDEX submission in the last 2½ years, the vendor should complete the new forms and return them directly to MOCS, Mayor's Office of Contract Services, VENDEX UNIT, 253 Broadway, 9th Floor, New York, NY 10007. In order to inform the agency that the Questionnaires were sent to MOCS the vendor must complete the **submitted VENDEX memorandum** and return it to the agency. The submitted VENDEX memorandum can also be found on www.nyc.gov/vendex.
- If the vendor has made a complete VENDEX submission in the last 2½ years and there have been no changes in information requiring an update of the forms, the vendor should execute a Certification of No Change. Certifications should be included as part of the vendor's response to bids, solicitations or RFP's.
- If the vendor has made a complete VENDEX submission in the last 2½ years and there have been changes in information requiring an update of the forms, the vendor is required to submit full questionnaires using the new forms. **MOCS will not be able to process changed questionnaires using the new forms if they are attempting to update old forms.** The vendor should inform the agency that changed questionnaires were sent to MOCS by returning the **submitted VENDEX memorandum** to the agency as part of their response.
- A changed questionnaire consists of the first page of the questionnaire with a check in the box marked "changed questionnaire," the relevant changed pages, any additional pertinent information and a signed certification page.

Vendor's Guide to VENDEX

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PREFACE

The City is legally required to use the Vendor Information Exchange System (**VENDEX**), a computerized data system, to help it make decisions regarding vendor responsibility as required by law. A responsible contractor is one which has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars.

The **VENDEX** Questionnaires consist of the **vendor** and **principal questionnaires**. This vendor's guide provides instructions to assist in completing and submitting these questionnaires. If further assistance is required, visit the New York City web site (<http://www.nyc.gov/vendex>) or contact the VENDEX Unit at (212) 341-0933.

REQUIREMENTS AND INSTRUCTIONS FOR VENDEX QUESTIONNAIRES

The **vendor** and **principal questionnaire(s)** are valid for three (3) years from the date of signature on the certification page(s) of the questionnaires.

Vendors are required to complete the **VENDEX** questionnaires if they have **contracts** or subcontracts:

1. Valued at \$100,000 or more;
2. That are sole source contracts valued at \$10,000 or more and/or;
3. Whose aggregate business with the City in the preceding 12 months totals 100,000 or more;

In addition, vendors are required to complete the **VENDEX** questionnaires if they are:

1. Applicants for franchises, regardless of dollar amount or;
2. Applicants for concessions which, singly or in combination with other **contracts** held by the vendor, are valued at \$100,000 or more.

Please note that, the City, In its sole discretion, may require that other **entities/principals** complete **VENDEX questionnaires**.

Vendors who have **parent** or other **controlling entities** will be required to submit **vendor questionnaires** for these **entities**. **Principal questionnaires** for **parent** or **controlling entities** are not required.

If during the three (3) years, the submitting vendor is awarded another contract and any of the **submitting vendor's** or **principal's** circumstances change, causing a change to any answers in the previously submitted **vendor** and/or **principal questionnaire**, the **submitting vendor** must update those answers at the time of award of the subsequent contract by resubmitting to the **VENDEX** Unit:

1. The first page of the relevant questionnaire with the box "**changed questionnaire**" selected;
2. The question pages where information has changed along with their corresponding supplemental pages if necessary;
3. A signed and notarized certification page.

If there have been changes to the **submitting vendor's vendor questionnaire** but no changes to the **principal questionnaire** the **submitting vendor** is required to submit a changed questionnaire along with a certification of no change for the principals to MOCS. Such updates must be done by the time the **submitting vendor** enters into its next contract with a New York City **agency**.

1. When completing questionnaires, err on the side of full disclosure. Non-disclosure of relevant material may lead to a finding of **non-responsibility** or

criminal charges against an **individual/vendor**. If there is a question about whether or not a particular matter should be disclosed, please contact the Mayor's Office of Contract Services at 212-341-0933.

2. Questionnaires may be obtained from the VENDEX Unit at 212-341-0933 or downloaded from the New York City web site <http://www.nyc.gov/vendex>
3. Vendors may not edit, alter or change questionnaires in any way including, file conversions. Any such changes will render the questionnaires void.
4. Answers must be either typewritten or handwritten in ink. If additional space is needed to complete a question, check the box indicating that additional information is attached, and attach the supplemental pages to the questionnaire. All questions must be answered. Questions answered "no" do not require additional information. A response of "not applicable (N/A)", or the equivalent, will not be accepted both on **vendor & principal questionnaires**. Please attach any additional relevant documentation e.g. correspondence, to the back of the form.
5. Certification - A materially false statement willfully or fraudulently made in connection with any **VENDEX questionnaire** may result in a finding of non-responsibility. In addition, this may subject the **individual** making the false statement to criminal charges. The individual who completes the questionnaire must sign the certification in the presence of a notary public.
6. Submitted certification pages must have original signatures.
7. Questionnaires are considered complete when all questions are answered, and the original questionnaires are signed and notarized.
8. Completed original questionnaires may be delivered via U.S. Mail or hand delivery to: The Mayor's Office of Contract Services, VENDEX Unit, 253 Broadway, 9th Floor, NY, NY 10007.
9. The **VENDEX** Unit will notify the **submitting vendor** if a questionnaire is incomplete. In this circumstance, the submitting vendor will have five (5) business days to answer the question completely and resubmit the questionnaire or to confirm that the requested information is being sent to MOCS, unless otherwise specified. If the **submitting vendor** and/or **principal** does not adhere to this timeframe, its **VENDEX** submission will be rejected.
10. The **submitting vendor** should keep a copy of the completed questionnaires.

WHO SHOULD COMPLETE AND SIGN THE VENDOR QUESTIONNAIRE?

The person who completes the **vendor questionnaire** on behalf of the **submitting vendor** must provide their title, telephone/ fax number and e-mail address on page 1 of the **vendor questionnaire**. The person who signs the certification on behalf of the **submitting vendor** should be either the Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the **submitting vendor's contract**.

WHO MUST COMPLETE A PRINCIPAL QUESTIONNAIRE?

All **principal owners** and **officers** listed in response to question number 6a in the **vendor questionnaire** must complete **principal questionnaires**, with the following exceptions:

1. If the **submitting vendor** is a partnership, all partners should be listed, but only the partners performing on the contract and those who have a (10) percent or greater ownership interest in the partnership need to complete **principal questionnaires**.
2. If another **entity** controls ten (10) percent or more of the **submitting vendor** that **entity** must complete a **vendor questionnaire** instead of a **principal questionnaire**. **Principal questionnaires** are not required for the **principal owners** or **officers** of that entity. Under these circumstances, a submitting vendor is still required to submit principal questionnaires for its top three officers listed in response to question 6A regardless of ownership interest.
3. If the **principal owner** or **officer** is an estate or trust, then the executor or trustee must complete a **principal questionnaire**.

The City, in its sole discretion, may require that other principal owners or officer complete a VENDEX questionnaire.

WHO SHOULD COMPLETE AND SIGN A CERTIFICATION OF NO CHANGE?

1. Two original signed, notarized **certifications of no change** must be executed for both the **submitting vendor** and if applicable the **parent**.
2. **Certifications of No Change** are to be sent directly to the agency with which the **submitting vendor** is seeking to do business. **Certifications of No Change** should not be sent to the Mayor's Office of Contract Services. (Unless it is a certification of no change for principals on a changed questionnaire as described on page 2 of 14).
3. The **individual** signing the **certification of no change** on behalf of the vendor certifies that both the **vendor** and **principal questionnaires** are complete and accurate.
4. It is recommended that one of the **principal owners/officers** listed in response to question #6a execute the **certification of no change** on behalf of the **vendor**.
5. If you are completing the **certification of no change** on behalf of the **parent entity** you are not required to provide principal information.
6. The **submitting vendor** must also report to the contracting **agency** information on all **subcontractors** that will work on the proposed **contract**.

DEFINITIONS

Administrative Charge

When an **agency** charges an entity with violating the agency's regulations. These charges include, but are not limited to violations of prevailing wage laws, workers' compensation laws, Occupational Safety and Health Administration (OSHA) violations and tax offenses.

Affiliate

An **entity** in which the **parent** of the submitting vendor owns more than fifty (50) percent of the voting stock and/or an **entity** in which a group of **principal owners** or **officers** that owns more than fifty (50) percent of the **submitting vendor** also owns more than fifty (50) percent of the voting stock.

Agency

Any government body, whether Federal, State, City, County, Borough, local agency or other office, position, administration, department, division, bureau, commission, authority, corporation, advisory committee or other agency of government, including departments, offices, quasi-public agencies, public authorities, public corporations, public development corporations, local development corporations and others. New York City agencies are those agencies for which expenses are paid in whole or in part from the city treasury, and include but are not be limited to, the City Council, the offices of each elected official, the Department of Education, the School Construction Authority, community boards, the Financial Services Corporation, the Health and Hospitals Corporation, the Economic Development Corporation, and the New York City Housing Authority, but do not include any court or any corporation or institution maintaining or operating a public library, museum, botanical garden, arboretum, tomb, memorial building, aquarium, zoological garden or similar facility.

Business Addresses

The address and telephone numbers for the location(s) at which the **submitting vendor** conducts its activities. See definition for telephone number(s).

Certification of No Change

Replaced Affidavits of No Change- certifies that information contained in vendor questionnaires, principal questionnaires or any changed questionnaires for this vendor are complete and accurate.

Changed Questionnaire

The revised **VENDEX** questionnaire submitted within the three year **VENDEX** cycle to document changes occurring to any of the information collected on either the **principal questionnaire** or **vendor questionnaire**, or both. This is comprised of the questionnaire's top page (checking the **changed questionnaire** box), newly signed and notarized certification page and the appropriate pages where the information has changed, along with any necessary additional information. If there have been

changes to the **submitting vendor's vendor questionnaire** but no changes to the **principal questionnaire** the **submitting vendor** is required to submit a **changed questionnaire** along with the **certification of no change** for the principals to MOCS.

Consulting Capacity

Serving in a capacity to act on behalf of or assist the **submitting vendor** with services including, but not limited to legal, engineering or architectural.

Contract

Any agreement between a New York City agency, New York City affiliated **agency**, elected official or the Council and an **individual** or **entity**, which (a) is for the provision of goods, services, or construction and has a value that when aggregated with the values of all other such agreements with the same **individual** or **entity** or **subcontractor** during the immediately preceding twelve (12) month period is valued at one hundred thousand dollars (\$100,000) or more; or (b) is for the provision of goods and/or services, was awarded on a sole source basis and is valued at ten thousand dollars (\$10,000) or more; or (c) is a concession and has a value that when aggregated with the value of all other contracts/agreements held by the same concessionaire is valued at one hundred thousand dollars (\$100,000) or more; or (d) is a franchise.

Control (Controlling Entity)

The **submitting vendor** is controlled by another **entity** when:

- the other **entity** holds ten (10) percent or greater ownership interest, or
- the other **entity** directs or has the right to direct daily operations

The **submitting vendor** controls another **entity** when:

- it holds ten (10) percent or more of the voting stock of the other **entity**, or
- it directs or has the right to direct daily operations

DBA

An acronym that stands for doing business as, a formal notice filed with a county clerk that an **individual** or **entity** is conducting business under an assumed name.

DUNS

The D&B number, formerly known as the Dun and Bradstreet number.

Employer identification number (EIN)

A nine digit number assigned by the Internal Revenue Service to sole proprietors, corporations, partnerships, estates, trusts, and other **entities** for tax filing and reporting business purposes. See definitions for **TIN** and **SSN**.

Entity

Any joint venture, sole proprietorship, general partnership, limited liability

partnership, limited partnership, limited liability company, professional limited liability company, business corporation, professional business corporation, or others. This also includes any **not-for-profit corporation**.

Immediate Family

Includes former or current husband(s), and or wife(ves), son(s), daughter(s), stepson(s), stepdaughter(s), adopted child(ren), grandchild(ren), parent(s), brother(s), sister(s), grandparent(s), mother(s)-in-law, father(s)-in-law, brother(s)-in-law and sister(s)-in-law.

Individual

Any person (not an **entity**).

Internal Revenue Code

The set of rules and regulations established by the United States Internal Revenue Service (IRS).

Investigated

An **individual** or **entity** has been **investigated** if there has been any inquiry by any prosecutorial, investigative or regulatory agency concerning such **individual** or **entity** or the activities and/or the business practices thereof. An "inquiry" includes, but is not limited to the following:

1. an appearance before a grand jury by the **individual** or any current or former representative of the **entity** or its **affiliates** has been made or been sought;
2. a subpoena requiring testimony has been issued and/or received;
3. a subpoena for the production of documents in a criminal proceeding or criminal investigation has been issued and/or received;
4. a search warrant at any location occupied or used by **individual/entity**, any **affiliate**, or any of their **principal owners** or **officers** has been executed;
5. notice has been received that the communications or activities of the **individual** or any current or former representative of the **entity** or its **affiliates** have been monitored under a court order;
6. notice has been received that the **individual/entity**, or any current or former representative of the **entity** or its **affiliates** is the subject or target of an investigation;
7. any questioning of an employee concerning the **individual/entity**, or the conduct of the **individual/entity's** or the **affiliate's** business which relates to the possible commission of any act or acts that could expose the **individual**, the **entity**, or its **affiliates** to either criminal or civil

liability;

8. any investigation into compliance with prevailing wage laws or regulations;

The following are not inquiries:

1. background investigations for employment;
2. contact with the contracting **agency** relating to performance or routine aspects of an existing contract;
3. **agency** communications relating to constituent complaints;
d) routine non-forensic program or financial audits.

Managerial Employees or Managerial Capacity

Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of **contracts** with New York City.

Material Weakness

A reportable condition in which the design or operation of one or more of the components of internal control does not reduce to a relatively low level the risk that errors and irregularities in amounts that would be material in relation to the general purpose financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Non-Responsible

When an **individual** or **entity** lacks the capability in all respects to fully perform the contract requirements and/or lacks the business integrity to justify the award of public tax dollars.

Not-for-Profit Corporation

Any group incorporated under the New York State Not-For-Profit Corporation Law and/or registered with the Secretary of the State as a Not-For-Profit Corporation in accordance with Article 13 of that law, and/or exempt from taxation under section 501 of the **Internal Revenue Code**.

Officer

Any **individual** who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the **submitting vendor**, without regard to such **individual's** title e.g., president, vice president, secretary, treasurer, board chairperson, trustee, (**individual** or **entity** who administers a trust) or their equivalents.

Parent

Any **entity** including, but not limited to any **individual**, partnership, joint venture or

corporation which owns more than fifty (50) percent of the voting stock of another **entity**.

Primary Place of Business

The most important location from which the **submitting vendor** conducts its business in the New York City metropolitan area. See **business address** definition.

Prime

The **entity** awarded the contract.

Principal Executive Office

The location at which the **submitting vendor's principals** are located. See also the definitions for **primary place of business**, **business address** and **telephone numbers**.

Principal Owner

An **individual**, partnership, joint venture or corporation that holds a ten (10) percent or greater ownership interest in a **submitting vendor** or **subcontractor**.

Principal Questionnaire

The **VENDEX** questionnaire collecting information on the **submitting vendor's principals** and/ or **officers**.

Responsibility Determination

A conclusion reached by any government **agency** or quasi-governmental **agency**, concerning the responsibility of an **entity**. A **responsibility determination** is based on several factors including, but not limited to an **entity's** financial resources, business integrity, and performance.

Sanction

Any fine, penalty, judgment, injunction, violation, debarment or suspension.

Share

To have space, staff, equipment, **expenses**, etc., or use such items, in common with one or more other **entities**. See **shared equipment**, **shared space**, **shared staff** and **shared expenses** definitions.

Shared Equipment

Equipment is considered to be the items used in an **individual** or **entity's** operation or activity that include, but are not limited to telephone(s) and telephone systems, photocopiers, computer, motor vehicles and construction machinery. These items are considered shared whenever the **submitting vendor** shares the ownership and/or the use of any **equipment** with any other **entity**. **Equipment** should not be considered to be **shared** under the following three circumstances: (1) when, although the **equipment** is owned by another **entity**, the **submitting vendor** has

entered into a formal lease for the use of the **equipment** and exercises exclusive use of the **equipment**; or (2) when the **submitting vendor** owns **equipment** that it has formally leased to another **entity**, and for the duration of such lease the **submitting vendor** has relinquished all right to the use of such leased **equipment**; or (3) when the **submitting vendor** out-sources internal administrative functions, such as payroll.

Shared Expenses

Expenses are costs, charges, fees, etc. When the **submitting vendor** and any other **entity** jointly incur or pay for expenses, they are considered shared.

Shared Space

Space is considered to be shared when any part of the space utilized by the **submitting vendor**, at any of its sites, is also utilized on a regular or intermittent basis for any purpose by any other **entity**, and where there is no lease or sublease in effect between the **submitting vendor**, and any other **entity**, that is sharing space with the **submitting vendor**.

Shared Staff

Staff should be considered to be shared when any **individual** provides the services of an employee (including services of any type or level, managerial or supervisory, whether paid or unpaid) to the **submitting vendor**, and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other **entities**, if such services are provided during any part of the same hours the **individual** is providing services to the **submitting vendor**. This type of **sharing** may include, but is not limited to, **individuals** who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Social Security Number (SSN)

The unique nine digit number assigned by the Social Security Administration that assists in maintaining an accurate record of wages or self-employment earnings that are covered under the Social Security Act, and used by the Internal Revenue Service for tax administration purposes. See **EIN** and **TIN** definitions.

Subcontract

An agreement between an **individual** or **entity** that is party to a **contract** and another **individual** or **entity** which (a) is for the provision of goods, services or construction pursuant to that **contract**, and has a value that when aggregated with the values of all other such agreements with the same **individual** or **entity** and **subcontractor** during the immediately preceding twelve (12) month period is valued at one hundred thousand dollars (\$100,000) or more; or (b) is for the provision of goods and/or services, was awarded on a sole source basis and is valued at ten thousand dollars (\$10,000) or more; or (c) is a concession and has a value that when aggregated with the value of all other **contracts/agreements** held by the same concessionaire is valued at one hundred thousand dollars (\$100,000) or more; or (d)

is a franchise.

Subcontractor

Any **individual** or **entity** engaged under a **subcontract**.

Submitting Vendor

The **entity** submitting the **vendor questionnaire**

Subsidiary

An **entity** in which the majority of the voting stock is owned by a **parent**.

Telephone Numbers

The telephone numbers of an **individual**, **entity** and/or **submitting vendor** at the **primary place of business address**, **principal executive office address** and **business addresses**.

Taxpayer Identification Number (TIN)

A generic term used by the Internal Revenue Service for identification in the administration of tax laws, which includes **SSN** and/or **EIN**, among others. See **EIN** and **SSN** definitions.

VENDEX

The Vendor Information Exchange System, a legally required computerized data system that contains information for every New York City franchise, concession, and **contract** over one hundred thousand dollars (\$100,000). Information is collected on the **vendor**, **principal** and **changed questionnaires**.

Vendor Questionnaire

VENDEX questionnaire collecting information on the **submitting vendor**.

FREQUENTLY ASKED QUESTIONS WITH ANSWERS

PROCESS OF SUBMISSION OF VENDEX QUESTIONNAIRES

1. Question: If a **VENDEX** questionnaire has already been completed and submitted within the last three years and the **submitting vendor** is seeking a new contract, does the new **VENDEX** questionnaire have to be completed and submitted?

Answer: The **VENDEX** questionnaires remain current for three years from the date of the notarized signature on the certification page. However, if, during the three (3) years, any of the **submitting vendor's** circumstances change causing modifications to any answers in the vendor and/or **principal questionnaire(s)** previously provided, the **submitting vendor** **MUST** update the appropriate questionnaire at the time of award of the subsequent **contract**. Remember to check the box on the front page that says it is a **changed questionnaire**.

2. Question: Are the submitted **VENDEX** questionnaires for my company approved?

Answer: There is no such thing as a **VENDEX** approval. Once the City has accepted **VENDEX** forms for a **submitting vendor** and its **principal owners** or **officers** and has inputted the information into the **VENDEX** system, the agency performs contract- specific responsibility determinations.

3. Question: Who can sign the **principal questionnaire's** certification page?

Answer: The **principal questionnaire** must be signed by the **individual** named in question #1 of the questionnaire. There is no power of attorney for the **principal questionnaire**.

4. Question: Where should I send my completed **VENDEX** questionnaires?

Answer: To the Mayor's Office of Contract Services **VENDEX** Unit 253 Broadway, 9th Floor New York, NY 10007

5. Question: My company has fifty members on its board of directors. How many **officers** do I have to list?

Answer: You must report the three **officers** or **individuals** who exercise the most substantial degree of **control** over the **entity**.

6. Question: Does MOCS accept **VENDEX** submissions from vendors that do not have a pending award?

Answer: MOCS will accept **VENDEX** submission from any vendor; however MOCS will only process submissions when City agencies make specific requests for vendor submissions associated with pending awards.

ELEMENTS REQUIRED TO DO BUSINESS WITH NEW YORK CITY

1. Question: Is it necessary to have an **EIN** in order to do business with New York City **agencies**?

Answer: An **EIN** is required in order to do business with New York City **agencies**, except for foreign companies whose contracting services will be carried out outside of the United States. In those cases vendors must contact the Vendor Enrollment Center at (212) 857-1680 for further instructions.

WHO MUST SUBMIT A QUESTIONNAIRE? WHICH QUESTIONNAIRE MUST BE SUBMITTED?

1. Question: I do not own any shares/stock in the **submitting vendor**, why do I have to fill out a **principal questionnaire**?

Answer: If you are an officer of the **submitting vendor**, you are required to submit a **principal questionnaire** regardless of ownership interest.

2. Question: If the **submitting vendor** is owned by another **entity**, do both **entities** submit **principal questionnaires**?

Answer: No. **Principal questionnaires** are required for the **principal owners/officers** of the **submitting vendor** but not for those of the **parent**.

3. Question: What is the difference between a **subsidiary** and an **affiliate** of the **submitting vendor**?

Answer: A subsidiary is an **entity** in which the majority of the voting stock is owned by the **submitting vendor**. The **submitting vendor** is the **parent** of the **subsidiary**. An **affiliate** is an **entity** in which the **parent** that owns the **submitting vendor** also owns more than fifty percent of the voting stock, or an **entity** in which more than fifty percent of the business and the voting stock is owned by some or all of the same **principal owners** as the **submitting vendor**; in effect, **affiliates** have a sibling relationship to the **submitting vendor**.

4. Question: What type of questionnaire should be completed for a **subcontractor**?

Answer: A **subcontractor** must complete a **vendor questionnaire** and the **subcontractor's principal owners/officers** are required to submit **principal questionnaires**.

5. Question: If an **entity** is foreign-based, does it have to complete the **VENDEX** questionnaires?

Answer: Yes, where the **entity** is based does not change the legal requirement to complete the **VENDEX** questionnaire(s).

6. Question: If a **local affiliate** or **subsidiary** of a foreign-based **entity** will be responsible for carrying out the terms of the contract, does the foreign **entity** have to fill out a **vendor questionnaire**, or may the local division fill one out?

Answer: If the foreign-based **entity** itself is the **parent**, the **submitting vendor** must disclose all of the requested information concerning the foreign-based **entity** and, generally, the foreign-based **entity** must also complete a **vendor questionnaire**, but in appropriate circumstances, the **agency** may rely solely upon the **vendor questionnaire** from the **submitting vendor**. If the foreign-based **entity** itself is the **submitting vendor**, the foreign-based **entity** must complete the **vendor questionnaire**.

7. Question: If a trust or an estate is a **parent** or a **principal** owner of the **submitting vendor**, do **VENDEX** Questionnaires need to be completed by the trustee or administrator of the trust?

Answer: Yes.

8. Question: If a holding company, created for tax purposes, is a **parent** or **principal**

owner, does it have to complete the **VENDEX** questionnaires?

Answer: Yes, the purpose of the company's formation is irrelevant and does not affect the legal obligation to complete **VENDEX** questionnaires.

9. Question: If an **entity** has a large number of **subsidiaries**, do all of them have to be listed on the **vendor questionnaire**?

Answer: All **subsidiaries** of an **entity** completing a **vendor questionnaire** must be disclosed. However, the **entity** may submit a list of **subsidiaries** and that list may be submitted as an attachment in lieu of completing the appropriate section on the questionnaire.

INVESTIGATION RELATED

1. Question: An **entity** was debarred by the federal government three years ago, but that decision was later overturned. Does this need to be reported?

Answer: No, if an entity was debarred, found non-responsible or defaulted, and those determinations were subsequently overturned or reversed, the entity is not required to disclose them in response to Question 11. However, if those actions were taken as the result of an investigation or inquiry by any prosecutorial, investigative or regulatory agency, the entity is required to disclose the investigation or inquiry in response to Question 15.

2. Question: The **principal owner** of an **entity** was arrested for DWI and the case was later dismissed. Does this need to be disclosed?

Answer: No, if criminal charges were filed against a **submitting vendor** or **affiliate**, or if a **principal owner** or **officer** was arrested, and those charges or that arrest was later dismissed, the entity is not required to disclose them in response to Question 16 (a) or (b) because there are no convictions in those cases. However, if the charges are currently pending at the time the **entity** is completing the questionnaire, the **entity** is required to disclose them in response to Question 16 (c) which asks if any charges are currently pending. If the charges or the arrest that was later dismissed was the result of an investigation or inquiry by any prosecutorial, investigative or regulatory agency, the **entity** is required to disclose the investigation or inquiry in response to Question 15.

3. Question: If, in the course of being **investigated**, the **submitting vendor** has been asked to provide documents, but has not heard anything since complying, how should the status of the investigation be described?

Answer: Contact the investigating **agency** and ask for the status. Report their answer (e.g. open, closed, pending, or even "the investigating body did not respond or refused to comment").

4. Question: I am a **submitting vendor** and the **agency** investigating me/my company

told me the inquiry was confidential, and should not be discussed with anyone else. I want to cooperate with the **VENDEX** process, but do not want to violate the investigating **agency's** guidelines. How do I proceed?

Answer: If you are in such a situation, you should explain to the **agency** that you are seeking New York City business and are required to report being investigated to the City. If permission is still refused, you should disclose that you/your company are the subject(s) of an investigation and detail the communications between you and the investigating **agency**, including the request for secrecy. You may also wish to seek legal counsel.

UPDATING PREVIOUSLY SUBMITTED QUESTIONNAIRES

1. Question: What should I do if I realize that a completed **VENDEX** questionnaire was inadvertently inaccurate?

Answer: As soon as you learn of the error, you should contact the **VENDEX** Unit in writing and alert them to the error, and then submit a **changed questionnaire** as soon as possible. Failure to timely advise the City of a mistake could lead to questions about the reason for the inaccuracy.

TIMING RELATED

1. Question: The **principal owner** is aware of adverse data from a former **affiliate**, should this information still be reported since the **principal owner** is no longer an employee of that **entity**?

Answer: Yes, if the date of occurrence of that adverse information is within the timeframe of the **VENDEX** question.

2. Question: Four years ago, a **principal owner** or **officer** of the **submitting vendor** had her/his driver's license revoked. Her/his current duties do not involve driving a vehicle. Do I need to report this?

Answer: Yes, this must be reported. **Vendor questionnaire** question 14a asks specifically if a license has been revoked. Answer this, and all questions, completely.

3. Question: How long does the adverse information stay on the **VENDEX** system?

Answer: Adverse information remains on the **VENDEX** system for ten (10) years.

SCHEDULE A:
Standard DCAS Req. Contract for Building Seal-Up and Site Maintenance

PART 1. BID INFORMATION	
DESCRIPTION OF PROCUREMENT	Furnish all Labor, Material and Equipment Necessary and Required for Building Seal-Up and Site Maintenance at Various Department of Citywide Administrative Services ("DCAS") Facilities throughout the five (5) Boroughs of the City of New York.
AGENCY / DIVISION	New York City Department of Citywide Administrative Services (Asset Management)
E-PIN	85616B0008
SUBMIT BIDS NO LATER THAN DATE: TIME:	Monday, September 19, 2016 11 : 00 AM
SUBMIT BIDS TO:	The Department of Citywide Administrative Services Office of Citywide Procurement (Agency Procurement) One Centre Street, 18th Floor, North New York, New York 10007
BID OPENING DATE AND TIME	Monday, September 19, 2016 at 11:00AM
PRE-BID CONFERENCE	<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional <input type="checkbox"/> None
PRE-BID CONFERENCE LOCATION	One Centre Street, 18th Floor, Bid Room (North Elevator)
PRE-BID CONFERENCE DATE	Wednesday, August 31, 2016
PRE-BID CONFERENCE TIME	11:00 AM
ADDITIONAL REMARKS	
BID SECURITY <i>Note: Bid Security is required if bid is greater than \$1,000,000.</i>	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Add any notes about bid security requirements. E.g. "Bid Bond in the amount of \$200,000 or Certified Check/Money Order in the amount of \$11,000, made out to DCAS."
PERFORMANCE AND PAYMENT BOND	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Contractor shall provide payment and performance bonds in accordance with the requirements set forth in Section 26(B) on page A-10 of the Information for Bidders document (7895L*)
PERIOD OF PERFORMANCE	Three years, with three-year renewal option
ADDITIONAL REMARKS	Click here to enter additional remarks.
POINT OF CONTACT	Victor Emenanjour , DCAS Agency Procurement T: 212-386-0402 F: 646-500-7094 E: vemenanjour@dcas.nyc.gov
ADDITIONAL REMARKS	Click here to enter additional remarks.

The Bid Documents will be posted in The City Record Online (“CROL”) and can be viewed until the bid opening date. They will then be archived for future review if desired.

PART 2. REQUIRED CONTRACT INFORMATION	
DCAS PROJECT MANAGER Asset Management Line of Service	Sherif Aziz , Project Manager T: 212-386-0627 / F: 212-313-3481 E: saziz@dcas.nyc.gov
<u>CONTRACT ARTICLE 14.</u> Date for Substantial Completion The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	<p style="text-align: center;">_____ 1095 _____ consecutive calendar days</p>
<u>CONTRACT ARTICLE 15.</u> Liquidated Damages If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor , in the sole determination of the Commissioner , has abandoned the Work , the Contractor shall pay to the City the amount indicated to the right.	<p style="text-align: center;">\$ _____ 240 _____ for each consecutive calendar day over substantial completion time</p>
<u>CONTRACT ARTICLE 17.</u> Sub-Contractor The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	<p><input type="checkbox"/> Not permitted</p> <p><input checked="" type="checkbox"/> Permitted, but not to exceed _____ 10 _____% of the Contract price</p>
<u>CONTRACT ARTICLE 21.</u> Retainage The Commissioner shall deduct and retain until the substantial completion of the Work the percentage of the Work indicated to the right.	<p style="text-align: center;">_____ 5 _____% of the value of the Work</p>
<u>CONTRACT ARTICLE 22.</u> Insurance <i>See, Part 3 below.</i>	
<u>CONTRACT ARTICLE 24.</u> Deposit Guarantee As security for the faithful performance of its obligations, the Contractor , upon filing its requisition for payment on Substantial Completion , shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	<p style="text-align: center;">1% of the Contract price</p>

<p>CONTRACT ARTICLE 24. Period of Guarantee</p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	
<p>CONTRACT ARTICLE 67. Locally based enterprise program</p> <p>The Contract is subject to the requirements of Section 6-108.1 of the Administrative Code regarding locally based enterprises (LBE). LBE subcontracting requirements apply only when there are no M/WBE subcontracting requirements.</p>	<p><input type="checkbox"/> LBE applies <input checked="" type="checkbox"/> LBE <u>does not</u> apply</p>
<p>CONTRACT ARTICLE 75. Compensation to be paid to the Contractor</p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, said sum being the amount for which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was awarded:</p> <p><input type="checkbox"/> Not to Exceed \$ <u>1,000,000</u></p> <p>Note: If the Bid Price, or any portion thereof, is based on unit prices, check "Not to Exceed" before the amount.</p>
ADDITIONAL REQUIREMENTS	
<p>Experience Requirements</p>	<p><input checked="" type="checkbox"/> Specific experience is required. <i>See, Bid Book for an Experience Questionnaire.</i></p> <p><input type="checkbox"/> No specific experience requirements apply</p>
<p>M/WBE Requirements</p> <p>If M/WBE participation goals are established for the Contract, the Contractor will be required to submit a completed Schedule B – M/WBE Utilization Plan.</p>	<p><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</p> <p>If YES, has Contractor completed:</p> <p><input type="checkbox"/> Schedule B – M/WBE Utilization Plan <input type="checkbox"/> No, Contractor obtained a full waiver</p>
<p>Project Labor Agreement (PLA)</p> <p>If PLA applies, the Contract is therefore exempt from the Wicks Law (NY Gen Mun § 101.5) requirement of separate prime contracts for plumbing, HVAC and electrical trade work. The PLA shall take precedence.</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>

PART 3. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker or Agent consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insured or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety)	Contract Provision	Minimum Limits and Special Conditions
<p>■ Commercial General Liability</p>	<p>Art. 22.1.1</p> <p>See, Art. 22.1.1(c) if the Work requires a Dept. of Buildings permit</p>	<p>\$1,000,000 per occurrence</p> <p>\$2,000,000 per Project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Additional Insured:</p> <p>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37 and</p> <p>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g. Project Manager) and/or</p> <p>3. _____</p>
<p>■ Workers’ Compensation</p> <p>■ Disability Benefits Insurance</p> <p>■ Employers’ Liability</p> <p>□ Jones Act</p> <p>□ U.S. Longshoremen’s and Harbor Workers Compensation Act</p>	<p>Art. 22.1.2</p> <p>Art. 22.1.2</p> <p>Art. 22.1.2</p> <p>Art. 22.1.3</p> <p>Art. 22.1.3</p>	<p>Workers’ Compensation and Disability Benefits Insurance are statutory per New York State law without regard to jurisdiction.</p> <p>Employers’ Liability: \$1,000,000 each accident.</p> <p>Note: The following forms are acceptable: (1) New York State Workers’ Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers’ Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers’ Compensation or Disability Insurance.</p>

		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.
<input type="checkbox"/> Builders' Risk Insurance	Art. 22.1.4	<p>100% of total value of Work (to be submitted within ten (10) days of Project Commencement).</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p><i>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</i></p> <p><i>Note: Builders' Risk Insurance is not required on service contracts.</i></p>

<input checked="" type="checkbox"/> Commercial Auto Liability	Art. 22.1.5	\$1,000,000 per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
<input type="checkbox"/> Contractors Pollution/Environmental Liability	Art. 22.1.6	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity	Art. 22.1.7(a)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance	Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability	Art. 22.1.7(c)	\$ _____ each occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Asbestos Liability	Art. 22.1.8	\$1,000,000 per occurrence; \$2,000,000 aggregate (Combined Single Limit). To be provided <u>only if</u> incurred during the duration of the project. Additional Insured: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

<input type="checkbox"/> Lead Liability	Art. 22.1.8	<p>\$1,000,000 per occurrence; \$2,000,000 aggregate (Combined Single Limit). To be provided <u>only if</u> incurred during the duration of the project.</p> <p>Additional Insured: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Excess Liability Insurance	Art. 22.1.8	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p>[OTHER]</p> <input type="checkbox"/> _____	Art. 22.1.8	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p> <p><i>Note: if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.</i></p>
<p>[OTHER]</p> <input type="checkbox"/> _____	Art. 22.1.8	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p> <p><i>Note: if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.</i></p>

PART 4. CERTIFICATION BY BROKER OR AGENT

Note: Pursuant to Article 22.3.3 of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

PART 5. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in the **Contract**.

General Counsel
The City of New York
Department of Citywide Administrative Services
1 Centre Street 19th Floor North
New York, NY 10007

-and-

Engineering Audit Office
The City of New York
Department of Citywide Administrative Services
1 Centre Street, 17th Floor North
New York, NY 10007

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