



**Environmental  
Protection**

59-17 Junction Boulevard

Flushing, New York 11373

**Carter H. Strickland, Jr.  
Commissioner**

Mary F. Pazan  
Agency Chief Contracting Officer

**NEW YORK CITY DEPARTMENT  
ENVIRONMENTAL PROTECTION**

**NEW YORK CITY  
HOUSES REHABILITATION PROGRAM**

**VOLUME I**

**GENERAL CONSTRUCTION**

**INVITATION FOR BID**

**May-13**

**Complete and submit this Bid in a sealed envelope to:  
DEP Bid Administrator  
59-17 Junction Boulevard, 17th Floor  
Flushing, New York 11373**

## SPECIAL NOTICE TO BIDDERS

The New York City Department of Small Business Services (SBS), in conjunction with lender partners, has established the Upfront Capital Loan program to provide financing of mobilization costs for both prime contractors and subcontractors on City projects.

Under this initiative, loans are available for mobilization needs such as insurance, labor, supplies and equipment. Bidders are encouraged to visit [www.nyc.gov/CompeteToWin](http://www.nyc.gov/CompeteToWin) to learn more or contact [UpfrontCapital@sbs.nyc.gov](mailto:UpfrontCapital@sbs.nyc.gov) or 311 to obtain details and determine preliminary eligibility.

A successful loan applicant will be required to make an assignment of its contract or subcontract payments to the lender until the loan is repaid. If the loan is to a subcontractor, a prime contractor must honor the terms of such an assignment.

A prime contractor may not discriminate against a subcontractor or potential subcontractor by reason of the subcontractor's participation, or nonparticipation, in the loan program.

## Getting Capital for City Contracts Just Got Easier

Are you an experienced contractor who wants to compete on City contracts, but need capital to fund upfront project costs? **NYC Construction Loan** makes it easier for small firms to compete. If eligible, you will get packaging assistance and preapproval with the New York Business Development Corporation.

### Who is Eligible?

If you are a small business in New York City or certain counties in Long Island and upstate New York with resource needs such as labor, supplies, equipment and insurance, NYC Construction Loan may be right for you! You should also have plans to bid on a construction contract from one of these participating City agencies:

- Department of Design + Construction
- Department of Transportation
- Department of Environmental Protection
- Department of Citywide Administrative Services
- Department of Parks & Recreation

---

## Get Started

Visit us at [nyc.gov/nycbusiness](http://nyc.gov/nycbusiness) and look for "Growing Your Business" to learn more!

E-mail [constructionloan@sbs.nyc.gov](mailto:constructionloan@sbs.nyc.gov) or call 212.513.6444 for an initial assessment

---



New York Business Development Corporation (NYBDC) is a complement to conventional banking, working in partnership with banks to provide term loans, many of which do not meet the requirements for traditional financing. Our goal is to be more creative in our underwriting.

FINAL 11/17/11

Assignment of moneys due or to become due under public improvement contract

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_, a  
\_\_\_\_\_ corporation, with \_\_\_\_\_ an address at  
\_\_\_\_\_, hereinafter designated as the **assignor**,

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, by New York Business Development Corporation, a New York corporation, with an address at 50 Beaver Street, Albany, NY 12207, hereinafter designated as the **assignee**, to the assignor in hand paid, receipt whereof is hereby acknowledged by the assignor.

The assignor has hereby assigned, sold, transferred, and set-over, and by these presents does hereby assign, sell, transfer, and set-over unto the assignee, the administrators, executors, assigns, and successors, for its own use and benefit, absolutely and forever, money or moneys due or to become due to the assignor in the sum of \$\_\_\_\_\_, under a certain contract made by and between The City of New York, Department of \_\_\_\_\_ (the "Agency") as party of the first part, and \_\_\_\_\_, as party of the second part, dated the \_\_\_\_\_ day of \_\_\_\_\_, and bearing Contract Registration No. \_\_\_\_\_, Contract No. \_\_\_\_\_ and PIN # \_\_\_\_\_ covering the [NAME OF PROJECT].(the "Contract").

And the assignor does hereby authorize, empower, and direct the Comptroller of the City of New York, New York (the "City") or any department thereof, to pay to the assignee, its administrators, executors, assigns and successors, money or moneys due or to become due to the assignor, or its successors, by virtue of the Contract in the sum of \$\_\_\_\_\_ plus interest, late fee and any other charges due thereon pursuant to the agreements by and between the assignee and the assignor.

In addition, the assignor does hereby certify that the assignor has not encumbered nor done any act or acts to lessen any rights of the assignor or its assigns, nor any security given under said contract; and that the assignor has a good right to assign said money or moneys due or to become due under said contract.

In addition, the assignor does hereby agree that the assignor will make, execute, and deliver any and all papers, instruments, and documents that may be required by the assignee, its administrators, executors, assigns, and successors, and/or the Comptroller of the City or any department thereof, to effectuate the purpose hereof and the assignor authorizes and empowers the assignee to sign for and on behalf of the assignor any and all papers, instruments and documents that may be required by the Treasurer or Comptroller of said City of New York or any department thereof to effectuate the purpose hereof.

In addition, the assignor does hereby further covenant that the assignor will receive any moneys advanced hereunder by the assignee and will hold the right to receive such moneys as a trust fund to be held and applied for the following expenditures arising out of the improvement of real property or public improvement and incurred in the performance of said contract:

(a) payment of claims of subcontractors, architects, engineers, surveyors, laborers and materialmen;

(b) payment of the amount of taxes based on payrolls including such persons and withheld or required to be withheld and taxes based on the purchase price or value of materials or equipment required to be installed or furnished in connection with the performance of the improvement;

(c) payment of taxes and unemployment insurance and other contributions due by reason of the employment out of which such claims arose;

(d) payment of any benefits or wage supplements, or the amounts necessary to provide such benefits or supplements, to the extent that the trustee, as employer, is obligated to pay or provide such benefits or furnish such supplements by any agreement to which he is a party;

(e) payment of premiums on a surety bond or bonds filed and premiums on insurance accrued during the making of the improvement or public improvement.

IN WITNESS WHEREOF, the assignor does hereby cause these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_ 2011.

ASSIGNOR:

\_\_\_\_\_

BY: \_\_\_\_\_, President

STATE OF NEW YORK )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ 2011, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the President of \_\_\_\_\_, the corporation described in and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his names thereto by like authority.

---

Notary Public

FINAL 11/17/11

Assignment of moneys due or to become due under public improvement contract  
-- subcontractor

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_, a  
\_\_\_\_\_ corporation, with an address at \_\_\_\_\_  
\_\_\_\_\_, hereinafter designated as the **assignor**,

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, by New York Business Development Corporation, a New York corporation, with an address at 50 Beaver Street, Albany, NY 12207, hereinafter designated as the **assignee**, to the assignor in hand paid, receipt whereof is hereby acknowledged by the assignor.

The assignor has hereby assigned, sold, transferred, and set-over, and by these presents does hereby assign, sell, transfer, and set-over unto the assignee, the administrators, executors, assigns, and successors, for its own use and benefit, absolutely and forever, money or moneys due or to become due to the assignor in the sum of \$ \_\_\_\_\_, under a certain contract made by and between \_\_\_\_\_ (Prime Contractor) as party of the first part, and \_\_\_\_\_, as party of the second part, dated the \_\_\_\_ day of \_\_\_\_\_, which is a subcontract to a certain contract made by and between The City of New York, Department of \_\_\_\_\_ as party of the first part, and \_\_\_\_\_ (Prime Contractor), as party of the second part, dated the \_\_\_\_ day of \_\_\_\_\_, and bearing Contract Registration No. \_\_\_\_\_, Contract No. \_\_\_\_\_ and PIN # \_\_\_\_\_ covering the [NAME OF PROJECT] ("the Contract").

And the assignor does hereby authorize, empower, and direct \_\_\_\_\_ (Prime Contractor), to pay to the assignee, its administrators, executors, assigns and successors, by virtue of the Contract in the sum of \$ \_\_\_\_\_ plus interest, late fees and any other charges due thereon pursuant to the agreements by and between the assignee and the assignor.

In addition, the assignor does hereby certify that the assignor has not encumbered nor done any act or acts to lessen any rights of the assignor or its assigns, nor any security given under said contract; and that the assignor has a good right to assign said money or moneys due or to become due under said contract.

In addition, the assignor does hereby agree that the assignor will make, execute, and deliver any and all papers, instruments, and documents that may be required by the assignee, its administrators, executors, assigns, and successors, Prime Contractor, and/or the Comptroller of the City or any department thereof, to effectuate the purpose hereof and the assignor authorizes and empowers the assignee to sign for and on behalf of the assignor any and all papers, instruments and documents that may be

required by Prime Contractor, the Treasurer or Comptroller of said City of New York or any department thereof to effectuate the purpose hereof.

In addition, the assignor does hereby further covenant that the assignor will receive any moneys advanced hereunder by the assignee and will hold the right to receive such moneys as a trust fund to be held and applied for the following expenditures arising out of the improvement of real property or public improvement and incurred in the performance of said contract:

(a) payment of claims of subcontractors, architects, engineers, surveyors, laborers and materialmen;

(b) payment of the amount of taxes based on payrolls including such persons and withheld or required to be withheld and taxes based on the purchase price or value of materials or equipment required to be installed or furnished in connection with the performance of the improvement;

(c) payment of taxes and unemployment insurance and other contributions due by reason of the employment out of which such claims arose;

(d) payment of any benefits or wage supplements, or the amounts necessary to provide such benefits or supplements, to the extent that the trustee, as employer, is obligated to pay or provide such benefits or furnish such supplements by any agreement to which he is a party;

(e) payment of premiums on a surety bond or bonds filed and premiums on insurance accrued during the making of the improvement or public improvement.

IN WITNESS WHEREOF, the assignor does hereby cause these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereunto affixed this \_\_\_ day of \_\_\_\_\_ 2011.

ASSIGNOR:

\_\_\_\_\_

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

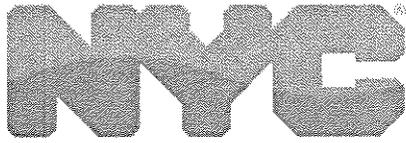
\_\_\_\_\_, President

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_ day of \_\_\_\_\_ 2011, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the President of \_\_\_\_\_, the corporation described in and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his names thereto by like authority.

---

Notary Public



**Environmental  
Protection**

# **NOTICE TO BIDDERS**

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law ("SFL") 165-a and General Municipal Law ("GML") §103-9. The Iran Divestment Act, with certain exceptions, prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran. To implement the law, each bidder or proposer is required to certify at the time it submits its bid or proposal that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law. If a bidder or proposer is on the list, an Agency will be able to award a contract to such a vendor only in situations where the vendor is taking steps to cease its investments in Iran or where the vendor is a necessary sole source.

Attached is a rider and a certification implementing the Iran Divestment Act. **ALL BIDDERS ARE REQUIRED TO SIGN THE BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT AND SUBMIT IT WITH THEIR BID FAILURE TO SUBMIT THIS CERTIFICATION THE MAY RESULT IN A NON-RESPONSIVENESS DETERMINATION**

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:



# Section A

THE CITY OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Cover Page and Invitation to Bid Instructions

### Bid Information

Contract #: HRP-JOC-1  HRP-JOC-2  HRP-JOC-3  HRP-JOC-4   
(CHECK ONE)

Description: **NEW YORK CITY HOUSES REHABILITATION PROGRAM**

Work Location: Various

Agency Contact: Susan Rosenstadt

Tel: 718-595-6019

Pre Bid Conference Date: 5/31/2013

Pre Bid Conference Location: 59-17 Junction Blvd., 17<sup>th</sup> Floor, Flushing NY 11373, 10AM

### Bid Security Requirements

Bid Security Requirements: See Schedule A

Performance and Payment Bond Requirements: See Schedule A

### The following programs will be enforced on this contract: (if checked)

NYS/MWBE  LL 129  LBE  PLA  Apprenticeship

Identification of Subcontractors Form  Other \_\_\_\_\_

### Bid Date, Time and Location

Bid Date: 6/18/2013 Bid Time: 11:30 AM

Location: **NYC DEP Bid Room**  
**59-17 Junction Blvd, 17th Floor**  
**Flushing, NY 11373**

### Bidders Information

E-mail:

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Bidder's Tel. No: \_\_\_\_\_

\_\_\_\_\_ Bidder's Fax. No: \_\_\_\_\_

Type of organization (check one): Corporation ( ) Partnership ( ) Join Venture\* ( ) Individual ( )

*\*If the Bidder is a joint venture, the Bidder must obtain a separate Federal Tax Identification Number for the Joint Venture.*

*If the Bidder is a corporation or a partnership, please fill in the following:*

Name of Principals	Position	Residence of Principals
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____



# Section A

THE CITY OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Cover Page and Invitation to Bid Instructions

### Bid Information

Contract #: HRP-JOC-5  HRP-JOC-6  HRP-JOC-7  HRP-JOC-8   
(CHECK ONE)

Description: **NEW YORK CITY HOUSES REHABILITATION PROGRAM**

Work Location: Various

Agency Contact: Susan Rosenstadt Tel: 718-595-6019

Pre Bid Conference Date: 5/31/2013

Pre Bid Conference Location: 59-17 Junction Blvd., 17<sup>th</sup> Floor, Flushing NY 11373, 10AM

### Bid Security Requirements

Bid Security Requirements: See Schedule A

Performance and Payment Bond Requirements: See Schedule A

### The following programs will be enforced on this contract: (if checked)

NYS/MWBE  LL 129  LBE  PLA  Apprenticeship

Identification of Subcontractors Form  Other \_\_\_\_\_

### Bid Date, Time and Location

Bid Date: 6/19/2013 Bid Time: 11:30 AM

Location: **NYC DEP Bid Room**  
**59-17 Junction Blvd, 17th Floor**  
**Flushing, NY 11373**

### Bidders Information

E-mail:

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Bidder's Tel. No: \_\_\_\_\_

\_\_\_\_\_ Bidder's Fax. No: \_\_\_\_\_

Type of organization (check one): Corporation ( ) Partnership ( ) Join Venture\* ( ) Individual ( )

*\*If the Bidder is a joint venture, the Bidder must obtain a separate Federal Tax Identification Number for the Joint Venture.*

*If the Bidder is a corporation or a partnership, please fill in the following:*

Name of Principals	Position	Residence of Principals
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____



# Section A

THE CITY OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Cover Page and Invitation to Bid Instructions

### Bid Information

Contract #: HRP-JOC-9  HRP-JOC-10  HRP-JOC-11  HRP-JOC-12   
(CHECK ONE)

Description: **NEW YORK CITY HOUSES REHABILITATION PROGRAM**

Work Location: Various

Agency Contact: Susan Rosenstadt Tel: 718-595-6019

Pre Bid Conference Date: 5/31/2013

Pre Bid Conference Location: 59-17 Junction Blvd., 17<sup>th</sup> Floor, Flushing NY 11373, 10AM

### Bid Security Requirements

Bid Security Requirements: See Schedule A

Performance and Payment Bond Requirements: See Schedule A

### The following programs will be enforced on this contract: (if checked)

NYS/MWBE  LL 129  LBE  PLA  Apprenticeship

Identification of Subcontractors Form  Other \_\_\_\_\_

### Bid Date, Time and Location

Bid Date: 6/20/2013 Bid Time: 11:30 AM

Location: **NYC DEP Bid Room**  
**59-17 Junction Blvd, 17th Floor**  
**Flushing, NY 11373**

### Bidders Information

E-mail:

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Bidder's Tel. No: \_\_\_\_\_

\_\_\_\_\_ Bidder's Fax. No: \_\_\_\_\_

\_\_\_\_\_

Type of organization (check one): Corporation ( ) Partnership ( ) Join Venture\* ( ) Individual ( )

*\*If the Bidder is a joint venture, the Bidder must obtain a separate Federal Tax Identification Number for the Joint Venture.*

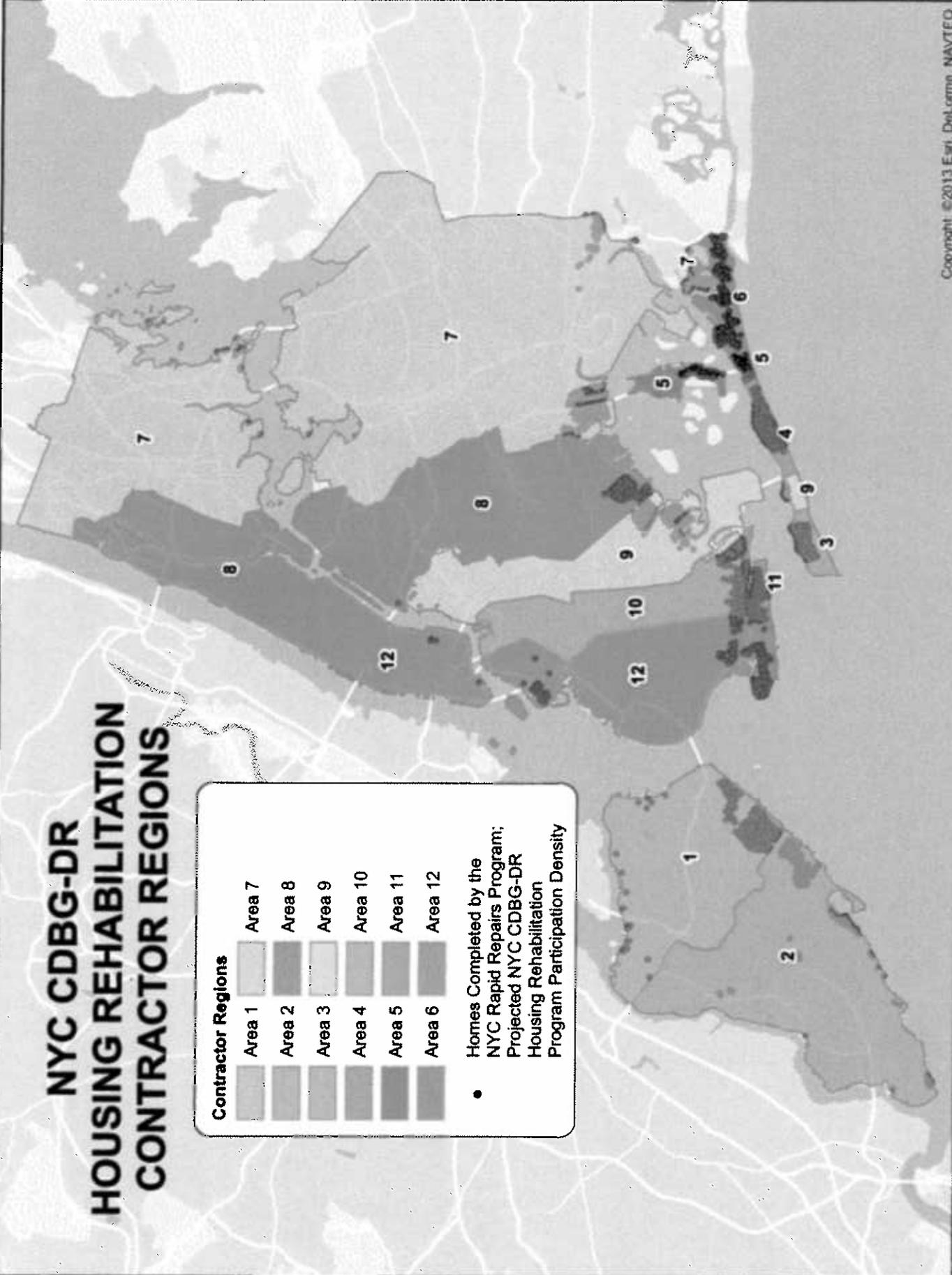
*If the Bidder is a corporation or a partnership, please fill in the following:*

Name of Principals	Position	Residence of Principals
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGIONS

Contractor Regions	
	Area 1
	Area 2
	Area 3
	Area 4
	Area 5
	Area 6
	Area 7
	Area 8
	Area 9
	Area 10
	Area 11
	Area 12

- Homes Completed by the NYC Rapid Repairs Program; Projected NYC CDBG-DR Housing Rehabilitation Program Participation Density



# Invitation For Bid Instructions

1. Contents. This competitive sealed bid contract solicitation package is comprised of two volumes: Volume I containing the Special Notices to Bidders, Invitation for Bid (Sections listed below), Notice Explaining M/WBE requirements, Schedule A, The Information for Bidders, the Payment Bond and Performance Bond forms, and the Electronic Funds Transfer information and form; Volume II containing the General Requirements, specifications and Unit Price book and The NYC Houses Rehabilitation Program Contract (including appendices: Appendix B, including Exhibits 1 and 2, the Hurricane Sandy CDBG-DR Appendix)

You are required to complete, sign and acknowledge the documents marked with an asterisk below (Sections A, B1, and B4, D and Schedule B from Section J of the Invitation for Bid, as listed below) and return them with your bid.

Included in the Invitation for Bid portion of Volume I are the following sections and documents:

Section A. Cover Page/Invitation for Bid Instructions\*

Section B. Bid Forms

1. Bidder's Affirmation\*
2. Bidder's Qualification Statement (See Information For Bidders Section 1 – 1c)
3. Financial Statement requirement (See Information For Bidders Section 1 – 1c)
4. Bid and Bid Acknowledgment\*

Section C. VENDEX Questionnaires

Section D. Bid Bond forms\*

Section E. Equal Employment Opportunity Executive Order No. 50

Section F. THIS SECTION HAS BEEN REMOVED

Section G. Subcontractor Approval Information and Forms

Section H. THIS SECTION HAS BEEN LEFT BLANK

Section I. Map of Contractor Regions 1-12

Section J. Schedule B - Subcontractor Utilization Plan

Section K. Addenda (if any - to be added later)

May 2013

You must submit the documents marked with an asterisk above before the date and time of the scheduled bid opening as listed on Page 1, Section A. Failure to submit all the required information may result in a determination of non-responsiveness and rejection of the bid. If you have any questions or believe that pages are missing, please contact us at (718) 595-3265 at least 48 hours before the date and time of the bid opening.

Please read the entire solicitation package, with particular focus on the DEP Information for Bidders, the NYC Houses Rehabilitation Program Contract and the Performance and Payment Bond requirements. These are the terms and conditions that you are, and will be, responsible for when bidding and performing City contracts. By signing this bid bidder hereby agrees to be bound by all the provisions of the bid including all addenda if any.

2. Submission of Sworn Statements. At or before the opening of bids, and/or when directed by the Agency, the bidder must submit a sworn statement setting forth such information as the Commissioner may require concerning financial condition, present and proposed plant and equipment, the personnel and qualifications of the working organization, prior experience and performance records.

3. Return of Bid Security -Unsuccessful Bidders. Within five (5) days after the opening of bids, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the Bid Deposits of the remaining two (2) unsuccessful bidders.

Where all bids are rejected, the Comptroller will be notified to return the Bid Deposits of the three (3) lowest bidders at the time of rejection.

4. Return of Bid Security - Successful Bidder. Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the Bid Deposit of the successful bidder.

5. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in Section A, Cover Page. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, the Contract or Project number and the bid title. The bid shall be typewritten or written legibly in ink. The bid shall be signed in ink. Erasures or alterations shall be initialed by the signer in ink.

6. This bid is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules") in effect at the time of the bid opening for this Contract. In the event of a conflict between the said Rules and a provision of this bid, the Rules shall take precedence.

SECTION B  
BIDDER'S BID AND AFFIRMATION  
REQUIRED PROVISIONS, TERMS AND INFORMATION FOR BIDDING

SECTION B1  
BIDDER AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, Contract or taxes and is not 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 related to the responsibility or qualification of the proposer or bidder to receive public Contracts except \_\_\_\_\_.

Full name of Bidder: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A -  Individual or Sole Proprietorship <sup>(1)</sup>

Social Security Number \_\_\_\_\_

B -  Partnership, Joint Venture or other non-incorporated organization

Employer Identification Number \_\_\_\_\_

C -  Corporation (If a corporation place seal below)

Employer Identification Number \_\_\_\_\_

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

**NO TEXT**

SECTION B3

FINANCIAL STATEMENT

Contractors that do business with the City of New York Department of Environmental Protection are required to submit complete financial statements once a year. DEP prefers that a corporation or firm's annual financial statement be prepared by a certified public accountant and should include, but not be limited to, a certified balance sheet, revenue and expense sheet, a list of fixed and capital assets and other relevant documents. If DEP has no record of having received this bidder's current financial statement, a DEP representative will contact the bidder's representative who will be responsible for submitting this information within five days of being informed. Note that if your firm requires, DEP will provide a financial form which can be used in lieu of a certified financial statement.

SECTION B4

BID AND BID ACKNOWLEDGMENT

The bidder, NAMED IN SECTION A and B1 hereinbefore and in Section B4 hereinafter, affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
  - (a) 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;
  - (b) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. That no Councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits.
4. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:
  - (a) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220-a

of the New York State Labor Law, as more expressly and in detail set forth in the Contracts;

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

5. Compliance Report

- (a) The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation,
  - (1) represents that his attention has been specifically drawn to Executive Order No. 50 (1980) ("E.O.50"), on Equal Employment Compliance of the Contract, and subsequent amendments including Executive Order 108 (1986) ("E.O.108"), and;
  - (2) warrants that he will comply with such provisions and comparable provisions in the Contract (Article 36)

The apparent low bidder must submit the Employment Report (enclosed herein), if applicable, within five days after the bid opening.

- (b) The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with any provision of the Information for Bidders, this Invitation For Bid, the Contract, General Conditions and Schedule "A" on providing records.

6. ALL MATERIALS, fixtures, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Agency or as specified and of standard

first-grade quality and of the best workmanship and design. The City of New York encourages use of recycled products where practical.

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

CONTRACT #: HRP-JOC-1  HRP-JOC-2  HRP-JOC-3  HRP-JOC-4   
 (CHECK ONE) HRP-JOC-5  HRP-JOC-6  HRP-JOC-7  HRP-JOC-8   
 HRP-JOC-9  HRP-JOC-10  HRP-JOC-11  HRP-JOC-12

**8. SCHEDULE OF PRICES**

The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Job Order issued pursuant to this Contract using the Unit Price Book (UPB) and Technical Specifications incorporated herein with the following Adjustment Factors:

1. Unit Price Adjustment Factor: Contractor shall perform any or all items of work called for in the individual Job Orders in accordance with the Contract Documents for the unit price specified in the Unit Price Book (UPB) multiplied by the adjustment factor of:

|  
 •  
 (Specify to four (4) decimal places)

2. Non-Prepriced Adjustment Factor: Contractor shall perform any or all items of work called for in the individual Job Orders in accordance with the Contract Documents for items not specified in the Unit Price Book (UPB) for the price as determined from Article 75 of the Contract multiplied by the adjustment factor of:

•  
 (Specify to four (4) decimal places)

3. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on the page 12.

Award Figure = •  
 (Specify to four (4) decimal places)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it will be considered non-responsive and may be rejected.

**Before submitting this bid, the bidder is directed to the Unit Price Book to review the explanation of the costs included in the Unit Prices and the Adjustment Factors. Except for a Non-Prepriced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices times the quantities times the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.**

No Additional Text on This Page

**CONTRACT #:** HRP-JOC-1  HRP-JOC-2  HRP-JOC-3  HRP-JOC-4   
 (CHECK ONE)  
 HRP-JOC-5  HRP-JOC-6  HRP-JOC-7  HRP-JOC-8   
 HRP-JOC-9  HRP-JOC-10  HRP-JOC-11  HRP-JOC-12

**BASIS OF CONTRACT AWARD**

The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following Award Criteria Formula.

AWARD CRITERIA FORMULA

Line 1. Unit Price Adjustment Factor	_____
Line 2. Multiply Line 1 by .80	_____
Line 3. Non-Prepriced Adjustment Factor	_____
Line 4. Multiply Line 3 by .20	_____
Line 5. Summation of lines 2 and 4	_____
	(Award Figure)

The bidder shall complete the Award Criteria Formula and transfer the final Award Figure to the space provided on the Schedule of Prices. A contract will be awarded to the responsive and responsible bidder with the lowest Award Figure subject to the limitations appearing in the Contract Documents. The City reserves the right to revise all arithmetic errors in calculations for correctness.

- 9. Blank
- 10. Blank
- 11. Bidder Affirmation. Bidder affirms 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 any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or state of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts.

12. By signing page 14 of this document, the bidder acknowledges and agrees to the terms and conditions of the provisions enumerated below that such provisions constitute material conditions of this Contract and acknowledges the accuracy of the information provided hereinbefore in Section A and B of this bid, including but not limited to:

1. The provisions of section B1- Bidder Affirmation
2. The information provide in Section B3 - Bidder's Financial statement
3. The provisions of and information provided in Section B4 - Bid and Bid Acknowledgment.
4. Article 69 of the Contract - MacBride Principles
5. Article 71 of the Contract - Tropical Hardwoods Law

indicate and exceptions to the terms and conditions and information of the provisions and information provided in Section A and B above and Article 69and 71 of the Construction Contract.

Exceptions	Check Only if Unable to Comply
Inability to Provide Affirmation Information (Sect. B1)	
Inability to Agree to the MacBride Principles (Art. 69)	
Inability to Agree to the Tropical Hardwoods Law (Art. 71)	
Inability to Provide Financial Statement (sect B3)	
Inability to Affirm Bid and Bid Acknowledgment (Sect B4)	
Inability to comply with Section 11 Bidder Affirmation (Section B4)	
Other	
Attached Documentation explains the exceptions checked-off above	

**SIGNATURE PAGE**  
**(MUST BE INCLUDED WITH BID)**

Full Name of Bidder (Company): \_\_\_\_\_

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

By Name of Duly Authorized Representative: \_\_\_\_\_

Title of Duly Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Duly Authorized Representative

**Bidder's Acknowledgement**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_,

before me personally came \_\_\_\_\_, who being by  
me duly sworn, did depose and say that she/he is the \_\_\_\_\_ of  
\_\_\_\_\_ is authorized to execute the foregoing  
bid on behalf of said corporation, partnership, or firm.

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

SECTION C - Vendex Package

Notice to City Vendors (2 pages)

Vendex Memorandum (1 page)

Vendex Questionnaire

Certification of No Change (1 page)

# **VENDEX**

**REVISED FEBRUARY 2006**

## 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](http://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 2 1/2 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 within 24 hours of turning in a bid. 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](http://www.nyc.gov/vendex).
- If the vendor has made a complete VENDEX submission in the last 2 1/2 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 2 1/2 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.



**MEMORANDUM**

<b>To:</b>	<u>ACCO Staff</u>
<b>Agency:</b>	<u>Department of Environmental Protection</u>
<hr/>	
<b>From:</b>	_____
<b>Organization:</b>	_____
<b>EIN#:</b>	_____
	(Contact Name (PIN))
<b>Regarding:</b>	_____
<b>Date:</b>	_____

Please be advised that as of \_\_\_\_\_ (Date), we have sent (check one)

New VENDEX forms

Changed VENDEX forms

to the Mayor's Office of Contract Services, VENDEX Processing Unit, 253 Broadway, 9<sup>th</sup> Floor, New York, N.Y., 10007

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 2 1/2 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 within 24 hours of turning in a bid. 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](http://www.nyc.gov/vendex).
- If the vendor has made a complete VENDEX submission in the last 2 1/2 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 2 1/2 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.

## Vendor's Guide to VENDEX

### Table of Contents

PREFACE	1
REQUIREMENTS AND INSTRUCTIONS FOR VENDEX QUESTIONNAIRES	2
WHO SHOULD COMPLETE AND SIGN THE VENDOR QUESTIONNAIRE?	3
WHO MUST COMPLETE A PRINCIPAL QUESTIONNAIRE?	4
WHO SHOULD COMPLETE AND SIGN A CERTIFICATION OF NO CHANGE?	4
DEFINITIONS	5
FREQUENTLY ASKED QUESTIONS WITH ANSWERS	11
PROCESS OF SUBMISSION OF VENDEX QUESTIONNAIRES	11
ELEMENTS REQUIRED TO DO BUSINESS WITH NEW YORK CITY	12
WHO MUST SUBMIT A QUESTIONNAIRE? WHICH QUESTIONNAIRE MUST BE SUBMITTED?	12
INVESTIGATION RELATED	14
UPDATING PREVIOUSLY SUBMITTED QUESTIONNAIRES	15
TIMING RELATED	15

### 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.

**VENDOR QUESTIONNAIRE**

The Vendor Information Exchange System (VENDEX) includes two questionnaires – the **vendor questionnaire** and the **principal questionnaire**. These have been developed to collect information from vendors who wish to do business with New York City, to ensure that New York City obeys the mandate in its charter to do business only with responsible vendors.

Questionnaires may be obtained in paper format from the VENDEX Unit (212-341-0933) or downloaded from the NYC website at <http://www.nyc.gov/vendex>.

Questionnaires must be completed in paper format. All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. If more space is needed to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to the questionnaire.

The publication "Vendor's Guide to VENDEX" provides assistance and explanation for the questionnaires, including definitions of terms or phrases written in **bold** face throughout the questionnaires. If you have not obtained a copy of this publication, please download a copy from the New York City web site, or contact the VENDEX Unit at 212-341-0933. All forms must be sent to MOCS: 253 Broadway, 9th Floor, New York, New York 10007. If you have questions, contact the VENDEX Unit at 212-341-0933.

**ANSWER THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A FULLY COMPLETED QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE VENDEX SUBMISSION. MAKING ANY UNAUTHORIZED CHANGE OR ALTERATION TO THE QUESTIONNAIRE WILL RENDER IT VOID.**

Name of submitting vendor \_\_\_\_\_

Submitting Vendor's EIN/SSN/TIN: \_\_\_\_\_

Submitting vendor is  Prime  Parent  Controlling entity  Subcontractor

Type of submission: (Check one)

1.  Full questionnaire  
2.  **Changed questionnaire**

If checked, provide submission date of last full questionnaire: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of person completing this vendor questionnaire \_\_\_\_\_

Employer/Title \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address \_\_\_\_\_

The disclosure of the **social security number** is mandatory under the right granted New York City by the Tax Reform Act of 1976 and will be used for the purpose of tax administration. The number may also be used for general identification purposes. If you do not consent to such additional use for general identification purposes, please check here

1. Submitting vendor's:

a. Principal executive office address

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

b. Primary place of business (in the NYC metropolitan area)

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if the submitting vendor had other primary places of business in the NYC metropolitan area within the prior five (5) years and list information on page 7.

c. Primary place of business address is (check all that apply)

Owned     Rented     Rented with an option to buy     Donated

d. Addresses of the three largest sites at which it is anticipated that work would occur in connection with the contract pending at the times this questionnaire is completed, based on the number of people to be employed at each site:

address in 1a. (if applicable)     address in 1b. (if applicable)

Additional site(s)

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if submitting vendor's three largest sites include other addresses and list information on page 7.

e. Web site address www. \_\_\_\_\_

f. Annual gross revenue (check range that applies)

\$0 - \$99,999     \$100,000 - \$499,999     \$500,000 - \$999,999  
 \$1,000,000 - \$ 2,499,999     \$2,500,000 - \$4,999,999     \$5,000,000 or more

g. Business category (check all that apply)

Professional services     Manufacturing     Construction     Human Services  
 Commercial Services     Distribution     Retail     Not-for-Profit

Submitting vendor's

h. DUNS number \_\_\_\_\_  none

i. National or regional stock exchange or NASDAQ listing \_\_\_\_\_  none

j. Date submitting vendor began business in New York City \_\_\_\_/\_\_\_\_/\_\_\_\_

Check if additional information is attached

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

2.  No  Yes

Does the **submitting vendor** now use, or has it in the past ten (10) years used, an **EIN, TIN, SSN or DBA**, trade name or abbreviation other than the **submitting vendor** name or **EIN/SSN/TIN** number listed on page 1 of this questionnaire?

3.  No  Yes

Has the **submitting vendor** used any other **business addresses and telephone numbers** at any time during the prior five (5) years?

4a.

Date this business was formed \_\_\_\_ / \_\_\_\_ / \_\_\_\_

State in which business was formed \_\_\_\_\_

County in which business was formed \_\_\_\_\_

Country in which business was formed (if not formed in USA) \_\_\_\_\_

Type of organization (check one):

\_\_\_\_ Business Corporation

\_\_\_\_ Not-for Profit Corporation

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership: \_\_\_\_ General \_\_\_\_ Limited \_\_\_\_ Limited Liability

\_\_\_\_ Limited Liability Company

\_\_\_\_ Joint Venture

\_\_\_\_ Other-Indicate type: \_\_\_\_\_

4b.  No  Yes

Are there any counties in New York State, other than the county listed in response to question 4a, in which the **submitting vendor** has filed a certificate of incorporation, a **DBA**, or the equivalent?

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

5.		
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the <b>submitting vendor</b> share office space, staff, equipment, or expenses with any other entities?
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the <b>submitting vendor</b> anticipate using or occupying any real property, other than the <b>business addresses</b> listed in response to Question 1 and 3, during the three (3) year <b>VENDEX</b> cycle?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does any <b>principal owner</b> or <b>officer</b> of the <b>submitting vendor</b> , or any member of his/her <b>immediate family</b> , have an ownership interest in any <b>entity</b> that holds the title or lease to any real property used by the <b>submitting vendor</b> in the New York City metropolitan area?
6.		
a.		Starting on page 8, list ALL of the <b>submitting vendor's principal owners</b> and the three <b>officers</b> who exercise the most substantial degree of control over the <b>submitting vendor</b> .
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Pursuant to any stock option or any other arrangements, does any <b>individual</b> or <b>entity</b> have the right within the next three (3) years to acquire stock in the <b>submitting vendor</b> , which, when combined with current holdings, would make such an <b>individual</b> or <b>entity</b> a <b>principal owner</b> or <b>officer</b> ?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Is ten (10) percent or more of the <b>submitting vendor's</b> stock or ownership currently used or pledged as collateral for any loan or obligation?
7.		Are there any individuals now serving in a <b>managerial</b> or <b>consulting capacity</b> to the <b>submitting vendor</b> , whether or not as a <b>principal owner</b> or <b>officer</b> , who now serve, or within the past five (5) years have served as:
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	an elected or appointed public official or officer?
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	a full or part-time employee in a New York City agency or as a consultant to any New York City agency?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	an officer of any political party organization in New York City, whether paid or unpaid?
d.	<input type="checkbox"/> No <input type="checkbox"/> Yes	as a consultant or advisor to a New York City agency performing services related to the solicitation, negotiation, operation and/or administration of <b>contracts</b> on which the <b>submitting vendor</b> will work during this three (3) year <b>VENDEX</b> cycle?
8.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the <b>submitting vendor</b> control one or more entities?
9.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the <b>submitting vendor</b> have one or more <b>affiliates</b> , and/or is it a <b>subsidiary</b> of, and <b>controlled</b> by any other entity?

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

## Submitting vendor's EIN/SSN/TIN \_\_\_\_\_

10. <input type="checkbox"/> No <input type="checkbox"/> Yes	Has the <b>submitting vendor</b> , or any <b>affiliate</b> listed in response to Question 9, been a <b>subcontractor</b> on any <b>contract</b> with any New York City agency in the past three (3) years?
11. At any time during the past five (5) years, has the <b>submitting vendor</b> or any of its <b>affiliates</b> , been subject to any of the following actions, whether pending or completed:	
a. <input type="checkbox"/> No <input type="checkbox"/> Yes	debarred from entering into any government <b>contract</b> ?
b. <input type="checkbox"/> No <input type="checkbox"/> Yes	found <b>non-responsible</b> on any government <b>contract</b> ?
c. <input type="checkbox"/> No <input type="checkbox"/> Yes	declared in default and/or terminated for cause?
d. <input type="checkbox"/> No <input type="checkbox"/> Yes	determined to be ineligible to bid or propose on any <b>contract</b> ?
e. <input type="checkbox"/> No <input type="checkbox"/> Yes	suspended from bidding or entering into any government <b>contract</b> ?
f. <input type="checkbox"/> No <input type="checkbox"/> Yes	received an overall unsatisfactory performance rating from any government <b>agency</b> on any <b>contract</b> ?
12. Are there or have there been any judgments, injunctions, or liens, including, but not limited to, judgments based on taxes owed, fines and penalties assessed by any government agency, elected official, or the New York City Council initiated against the <b>submitting vendor</b> and/or any <b>affiliate</b> :	
a. <input type="checkbox"/> No <input type="checkbox"/> Yes	at any time within the past five (5) years?
b. <input type="checkbox"/> No <input type="checkbox"/> Yes	that remain open, unsatisfied, or in effect today?
13. <input type="checkbox"/> No <input type="checkbox"/> Yes	Have any bankruptcy proceedings been initiated by or against the <b>submitting vendor</b> or its <b>affiliates</b> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the <b>submitting vendor</b> or its <b>affiliates</b> regardless of date of filing?
14. In the past five (5) years, has the <b>submitting vendor</b> , any of its <b>principal owners</b> or <b>officers</b> , or any <b>affiliate</b> :	
a. <input type="checkbox"/> No <input type="checkbox"/> Yes	had any permit, license, concession, franchise or lease terminated for cause or revoked?
b. <input type="checkbox"/> No <input type="checkbox"/> Yes	been disqualified for cause as a bidder on any permit, license, concession, franchise or lease?
15. <input type="checkbox"/> No <input type="checkbox"/> Yes	In the past five (5) years, have any of the <b>submitting vendors</b> or any of the <b>submitting vendors'</b> <b>affiliates</b> or any <b>individual</b> currently or within that period serving as a <b>principal owner</b> , <b>officer</b> or <b>managerial employee</b> been <b>investigated</b> by any government agency, including, but not limited to, federal, state and local regulatory agencies?

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

16. Has the <b>submitting vendor</b> , any <b>affiliate</b> , or any of their current or former <b>principal owners</b> or <b>officers</b> or <b>managerial employees</b> :		
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	been convicted of a misdemeanor and/or found in violation of any administrative, statutory, or regulatory provisions in the past five (5) years?
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	been convicted of a felony, and/or any crime related to truthfulness and/or business conduct in the past ten (10) years?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	have any felony, misdemeanor and/or administrative charges currently pending?
17.	<input type="checkbox"/> No <input type="checkbox"/> Yes	For the past five (5) years, has the <b>submitting vendor</b> or any of its <b>principal owners</b> , <b>officers</b> , or any <b>affiliate</b> had any <b>sanction</b> imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license held?
18.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Other than the <b>submitting vendor's</b> employees, did the <b>submitting vendor</b> retain, employ or designate anyone to influence the preparation of <b>contract</b> specifications, or the solicitation or award of any <b>contract</b> during this three (3) year <b>VENDEX</b> cycle?
19.		
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Is the <b>submitting vendor</b> exempt from income taxes under the Internal Revenue Code?
During the past five (5) years, has the <b>submitting vendor</b> failed to:		
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	file any applicable federal, state or New York City tax returns?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	pay any applicable federal, state or New York City taxes or other assessed New York City charges, including but not limited to water and sewer charges?
<u>This question applies to not-for-profit vendors, others please answer "no".</u>		
20.	<input type="checkbox"/> No <input type="checkbox"/> Yes	If the <b>submitting vendor</b> is a <b>not-for-profit</b> corporation, in the past three (3) years, have any audits of the <b>submitting vendor</b> revealed <b>material weaknesses</b> in its system of internal controls, compliance with contractual agreements and/or laws and regulations?

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Provide details to questions answered "yes" in the corresponding section below.

Corresponds to Question 1.

1b. Submitting vendor's other primary place(s) of business

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1d. Submitting vendor's largest sites

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 2.

Other **DBA**, name, trade name, abbreviation \_\_\_\_\_  
Other **EIN/TIN/SSN** \_\_\_\_\_  
Dates in use - from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  Still in use

Check if attaching additional information

Corresponds to Question 3.

Other **business addresses** and **telephone numbers** in the last five (5) years  
(Check One)  Current  Former  
Street/P.O. Box \_\_\_\_\_ Floor #/Suite # \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Main telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Main fax number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 4. (check all that apply)

4b.  Certificate of incorporation  DBA  
 Other, please identify \_\_\_\_\_  
County \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 5. (check all that apply)

5a. Item(s) shared  Space  Staff  Equipment  Expenses

Other entity's name \_\_\_\_\_

Other entity's EIN/TIN/SSN \_\_\_\_\_

Address

Street/P.O. Box

Floor #/Suite #

City/State/Zip Code

Check if attaching additional information

5b. Address

Street/P.O. Box

Floor #/Suite #

City/State/Zip Code

Additional addresses to be used not yet known

Check if attaching additional information

5c. Ownership interest is  principal owner  officer  Immediate family

Name of party with ownership interest \_\_\_\_\_

Name of entity holding title or lease \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 6.

6a. Principal owner's name \_\_\_\_\_

EIN/SSN \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Percent of ownership \_\_\_\_\_

Individual  partnership  joint venture  corporation

Principal owner's name \_\_\_\_\_

EIN/SSN \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Percent of ownership \_\_\_\_\_

Individual  partnership  joint venture  corporation

Principal owner's name \_\_\_\_\_

EIN/SSN \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Percent of ownership \_\_\_\_\_

Individual  partnership  joint venture  corporation

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one-six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Question 6 continued.

6a. Officer's name \_\_\_\_\_

cont.

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title \_\_\_\_\_

Officer's name \_\_\_\_\_

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title \_\_\_\_\_

Officer's name \_\_\_\_\_

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title \_\_\_\_\_

Check if attaching additional information

6b.  Individual  Entity Name \_\_\_\_\_

EIN/SSN \_\_\_\_\_ If individual, date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Stock option  Other (explain) \_\_\_\_\_

Percent of ownership: \_\_\_\_\_

If entity is checked, is the business address the same as that listed in question 1?  Yes  No  
If no, list address

Street/P.O. Box \_\_\_\_\_

Floor #/Suite # \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Main telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Main fax number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if attaching additional information

6c. (Check all that apply)

Stock  Ownership:

Used  Pledged as collateral  Other (explain) \_\_\_\_\_

Loan  Obligation

Name of receiving individual and/or entity \_\_\_\_\_

EIN/SSN \_\_\_\_\_ If individual, date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Percent of ownership: \_\_\_\_\_ Transaction date \_\_\_\_/\_\_\_\_/\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one-six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 7. (Check all that apply)

- 7a.  elected official     elected officer     appointed official     appointed officer  
 principal owner or officer     managerial capacity     consulting capacity

Employee's Name \_\_\_\_\_

SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title in submitting vendor \_\_\_\_\_

Name of organization elected or appointed to \_\_\_\_\_

Check if attaching additional information

- 7b.  Full-time NYC agency employee     Part-time NYC agency employee     Consultant to NYC agency  
 principal owner or officer     managerial capacity     consulting capacity

Employee's Name \_\_\_\_\_

SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title in submitting vendor \_\_\_\_\_

Name of NYC agency \_\_\_\_\_

Individual serves/served New York City agency as     consultant     advisor

Check if attaching additional information

- 7c.  Paid officer in NYC political party     Unpaid officer in NYC political party  
 principal owner or officer     managerial capacity     consulting capacity

Employee's Name \_\_\_\_\_

SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title in submitting vendor \_\_\_\_\_

Name of political party \_\_\_\_\_

Check if attaching additional information

7d. Individual serves submitting vendor as

- principal owner or officer     managerial capacity     consulting capacity

Individual serves/served New York City agency as     consultant     advisor

Employee's Name \_\_\_\_\_

SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Title in submitting vendor \_\_\_\_\_

Name of NYC agency \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 8. (Check all that apply)

Name of controlled entity \_\_\_\_\_

For profit    Not-for-profit corporation    Other (explain) \_\_\_\_\_

EIN/TIN/SSN \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Main telephone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Main fax number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Check if attaching additional information

Corresponds to Question 9. (Check all that apply)

Submitting vendor has one or more affiliate(s)

(if checked) Name of affiliate \_\_\_\_\_

Type of business    For profit    Not-for-profit corporation    Other (explain) \_\_\_\_\_

EIN/TIN/SSN \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Main telephone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Main fax number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Check if attaching additional information

Submitting vendor is a subsidiary of:

Submitting vendor is controlled by:

(if checked) Name of entity \_\_\_\_\_

EIN/TIN/SSN \_\_\_\_\_

Type of business    For profit    Not-for-profit corporation    Other (explain) \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Main telephone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Main fax number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one-six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Submitting vendor's EIN/SSN/TIN \_\_\_\_\_

Corresponds to Question 10.

**submitting vendor**     **affiliate**

If **affiliate**, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Name of prime contractor \_\_\_\_\_

Contract type \_\_\_\_\_

Contract number \_\_\_\_\_ Contract start date \_\_\_\_/\_\_\_\_/\_\_\_\_

Subcontract amount \$ \_\_\_\_\_

Name of NYC agency \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 11.

11a.  **submitting vendor**     **affiliate**

If **affiliate**, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Debarment proceeding pending     Debarment in effect     Period of debarment completed

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Check if attaching additional information

11b.  **submitting vendor**     **affiliate**

If **affiliate**, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Date notified of **non-responsible** finding \_\_\_\_/\_\_\_\_/\_\_\_\_

**Submitting vendor/affiliate** appealed the finding of **non-responsible**, with the following outcome(s)     upheld     reversed     pending

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Submitting vendor's EIN/SSN/TIN \_\_\_\_\_

Question 11 continued.

11c.  submitting vendor  affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Declared in default  Terminated for cause

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_  proceeding ongoing

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box

City/State/Zip Code

Check if attaching additional information

11d.  submitting vendor  affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Ineligible to bid  Ineligible to propose

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_  proceeding ongoing

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box

City/State/Zip Code

Check if attaching additional information

11e.  submitting vendor  affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Suspension is  pending  in effect  completed

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_  proceeding ongoing

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box

City/State/Zip Code

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one-six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Submitting vendor's EIN/SSN/TIN \_\_\_\_\_

Question 11 continued.

11f.  submitting vendor     affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Summary of finding \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of finding (if any) \_\_\_\_/\_\_\_\_/\_\_\_\_     proceeding ongoing

Name of government agency \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 12. (Check all that apply)

12a.  submitting vendor     affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

judgment     injunction     lien

other (explain) \_\_\_\_\_

Name of agency \_\_\_\_\_

Date obligation filed \_\_\_\_/\_\_\_\_/\_\_\_\_    Date discharged \_\_\_\_/\_\_\_\_/\_\_\_\_

Amount of original obligation \$ \_\_\_\_\_    Amount outstanding \$ \_\_\_\_\_

Check if attaching additional information

12b.  submitting vendor     affiliate

If affiliate, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

judgment     injunction     lien

other (explain) \_\_\_\_\_

Name of agency \_\_\_\_\_

open     unsatisfied     In effect today

Amount of original obligation \$ \_\_\_\_\_    Amount outstanding \$ \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 13. (Check all that apply)

Within the past seven (7) years, bankruptcy proceedings

- have been initiated
- have been closed
- remain pending

These proceedings involve

- submitting vendor**
- affiliate**

If **affiliate**, name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Court name \_\_\_\_\_

Court address \_\_\_\_\_

Docket number \_\_\_\_\_ Date initiated \_\_\_\_\_ Date closed \_\_\_\_/\_\_\_\_/\_\_\_\_

Check if attaching additional information

Corresponds to Question 14. (Check all that apply)

14a.  **submitting vendor**     **principal owners or officers**     **affiliate**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

terminated for cause     revoked    Date \_\_\_\_/\_\_\_\_/\_\_\_\_

permit     license     concession     franchise     lease

Name of sanctioning **agency** \_\_\_\_\_

Specify reason(s) for action \_\_\_\_\_

Check if attaching additional information

14b.  **submitting vendor**     **principal owners or officers**     **affiliate**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

disqualified for cause    Date \_\_\_\_/\_\_\_\_/\_\_\_\_

permit     license     lease     concession     franchise

Name of sanctioning **agency** \_\_\_\_\_

Specify the reason(s) for action \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 15.

- submitting vendor**     **affiliate**
- individual** serving as     **principal owner**     **officer**     **managerial employee**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Name of investigating government **agency** \_\_\_\_\_

Date initiated \_\_\_\_/\_\_\_\_/\_\_\_\_ Date completed \_\_\_\_/\_\_\_\_/\_\_\_\_     ongoing

Summary of investigation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check if attaching additional information

Corresponds to Question 16. (Check all that apply)

- 16a.  **submitting vendor**     **affiliate**
- former                       **principal owner**     **officer**     **managerial employee**
  - current                     **principal owner**     **officer**     **managerial employee**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

- Found in violation of     administrative provision(s)
- statutory provisions(s)
- regulatory provision(s)

convicted of a misdemeanor

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of action \_\_\_\_/\_\_\_\_/\_\_\_\_ Charging agency \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Question 16 continued.

16b.  **submitting vendor**     **affiliate**

former **principal owners** or **officers** or **managerial employees**

current **principal owners** or **officers** or **managerial employees**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

convicted of a felony in the past ten (10) years

convicted of a crime related to truthfulness in the past ten (10) years

convicted a crime related to business conduct in the past ten (10) years

Summary of felony and/or crime \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of action \_\_\_\_/\_\_\_\_/\_\_\_\_ Charging agency \_\_\_\_\_

Check if attaching additional information

16c.  **submitting vendor**     **affiliate**

former **principal owners** or **officers** or **managerial employees**

current **principal owners** or **officers** or **managerial employees**

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Charges pending are     felony     misdemeanor     administrative charges

Summary of finding \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of action \_\_\_\_/\_\_\_\_/\_\_\_\_ Charging agency \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 17.

Name of sanctioning agency \_\_\_\_\_

Name of sanctioned individual or entity \_\_\_\_\_

submitting vendor     principal owners or officers     affiliate

EIN/SSN/TIN \_\_\_\_\_

judicial disciplinary proceedings with respect to any professional license held

administrative disciplinary proceedings with respect to any professional license held

Summary \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of action \_\_\_\_/\_\_\_\_/\_\_\_\_

Check if attaching additional information

Corresponds to Question 18.

Name \_\_\_\_\_ EIN/TIN/SSN \_\_\_\_\_

Address \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      Fax number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 19.

19a. Reason for exemption from income taxes \_\_\_\_\_

Check if attaching additional information

19b. Submitting vendor failed to file:

Federal taxes     State taxes     NYC taxes     Other

If "State" is checked, and other than N.Y., name State \_\_\_\_\_

If "Other" is checked, specify \_\_\_\_\_

Taxes were not filed for tax years

19\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one--six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.



**CERTIFICATION**

**A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING VENDOR NON-RESPONSIBLE WITH RESPECT TO THE VENDEX SUBMISSION, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.**

I, \_\_\_\_\_ serving as \_\_\_\_\_ for \_\_\_\_\_  
Name Title Submitting Vendor's Name

I hereby certify that:

- I have not altered the substance of this questionnaire in any manner;
- I have read and understand all of the items contained in the foregoing 19 pages of this questionnaire and the following \_\_\_\_\_ pages of attachments;
- I have supplied full and complete responses to each item therein to the best of my knowledge, information and belief;
- I understand that the New York City will rely on the information supplied in this questionnaire as an inducement to enter into a **contract** with the **submitting vendor**;
- I understand that at the time of execution of any **contract** with New York City, the **submitting vendor** will be required to certify that the information I have supplied remains accurate, and I further understand that I may provide to the VENDEX unit, in writing, any change(s) in the information provided in this questionnaire at the time of any change in the circumstances;
- I will notify the VENDEX unit in writing of all **subcontractors** engaged pursuant to each resulting **contract** valued at one hundred thousand dollars (\$100,000) or more;
- The **submitting vendor** was not founded or established and is not operated in a manner to evade the application or defeat the purpose of Section 6-116.2, subdivision (b) of the New York City Administrative Code, and is not the successor, assignee or **affiliate** of an **entity** which is ineligible to bid or propose on contracts or against which a proceeding to determine eligibility to bid or propose on contracts or against which a proceeding to determine eligibility to bid or propose on contracts is pending.

I further certify as to the following ongoing obligations of the **submitting vendor**:

- The New York City Administrative Code provides that the **submitting vendor** shall update the information provided in this questionnaire by submitting a current questionnaire every three years, to be provided no later than the date of award of any **contract** subsequent to the expiration of the three year period;
- The **submitting vendor** is required to certify, at the time of any future award, that the information previously submitted in its most recent **VENDEX** submission is full, complete and accurate, except as to any changed information the **submitting vendor** provides at that time and, as to that information, the **submitting vendor** shall be required to certify that it is full, complete and accurate.

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

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

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**PRINCIPAL QUESTIONNAIRE**

The Vendor Information Exchange System (VENDEX) includes two questionnaires – the **vendor questionnaire** and the **principal questionnaire**. These have been developed to collect information from vendors who wish to do business with New York City, to ensure that New York City obeys the mandate in its charter to do business only with responsible vendors.

Questionnaires may be obtained in paper format from the VENDEX Unit (212-341-0933) or downloaded from the NYC website at <http://www.nyc.gov/vendex>.

Questionnaires must be completed in paper format. All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. If more space is needed to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to the questionnaire.

The publication "Vendor's Guide to VENDEX" provides assistance and explanation for the questionnaires, including definitions of terms or phrases written in **bold** face throughout the questionnaires. If you have not obtained a copy of this publication, please download a copy from the New York City web site, or contact the VENDEX Unit at 212-341-0933. All forms must be sent to MOCS: 253 Broadway, 9th Floor, New York, New York 10007. If you have questions, contact the VENDEX Unit at 212-341-0933.

**ANSWER THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A FULLY COMPLETED QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE VENDEX SUBMISSION. MAKING ANY UNAUTHORIZED CHANGE OR ALTERATION TO THE QUESTIONNAIRE WILL RENDER IT VOID.**

Name of submitting vendor \_\_\_\_\_

Submitting vendor's EIN/SSN/TIN \_\_\_\_\_

Type of submission: (Check one)

- 1.  Full questionnaire
- 2.  **Changed questionnaire**

If checked, provide submission date of last full questionnaire: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of person completing this **principal questionnaire** \_\_\_\_\_

Employer/Title \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address \_\_\_\_\_

The disclosure of the **social security number** is mandatory under the right granted New York City by the Tax Reform Act of 1976 and will be used for the purpose of tax administration. The number may also be used for general identification purposes. If you do not consent to such additional use for general identification purposes, please check here

Provide a detailed response for all questions answered with information and/or "YES" in the question's corresponding section starting on page four of this questionnaire.

1. Principal owner or officer's name \_\_\_\_\_ SSN \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Home address \_\_\_\_\_  
Street/P.O. Box/Apt Number Floor #/Suite #  
 \_\_\_\_\_  
 City/State/Zip Code \_\_\_\_\_  
**Primary place of business address**  
 \_\_\_\_\_  
Street/P.O. Box/Apt Number Floor #/Suite #  
 \_\_\_\_\_  
 City/State/Zip Code \_\_\_\_\_  
 Business telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Business fax number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Business email address \_\_\_\_\_

2. State all positions (with dates) held with **submitting vendor** during the past five (5) years

Title of position held:	Dates held	From	To
1) _____		____/____/____	____/____/____
2) _____		____/____/____	____/____/____
3) _____		____/____/____	____/____/____

Check if more than three (3) positions were held, and attach list of titles and dates held

3.  No  Yes Do you hold a ten (10) percent or greater ownership interest in the **submitting vendor**?

4.  No  Yes Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the **submitting vendor**?

5.  No  Yes Within the past three (3) years, have you been a **principal owner** or **officer** of any **entity** other than the **submitting vendor**?

6.  No  Yes Has New York City awarded any **contracts** to an **entity** listed in response to Question 5 while you were a **principal owner** or **officer**?

Provide a detailed response for all questions answered with information and/or "YES" in the question's corresponding section starting on page four of this questionnaire.

7. At any time during the past five (5) years, have you, and/or any **entity** in which you have been a **principal owner** or **officer**, been subject to any of the following actions, whether pending or completed:

- a.  No  Yes debarred from bidding on any government **contract**?
- b.  No  Yes found **non-responsible** on any government **contract**?
- c.  No  Yes declared in default and/or terminated for cause on any **contract**, and/or had any **contract** canceled for cause?
- d.  No  Yes determined to be ineligible to bid or propose on any **contract**?
- e.  No  Yes suspended from bidding on any government **contract**?
- f.  No  Yes received an overall unsatisfactory performance rating from any government **agency** on any **contract** or agreement?

8. Do you presently serve, or have you within the past five (5) years served, as:

- a.  No  Yes an elected or appointed official or officer?
- b.  No  Yes a full or part-time employee in a New York City **agency** or as a consultant to any New York City **agency**?
- c.  No  Yes an officer of any political party organization in New York City, whether paid or unpaid?
- d.  No  Yes as a consultant or advisor to a New York City **agency** that is or was involved in the solicitation, negotiation, operation and/or administration of **contracts** on which the **submitting vendor** will work during this three year **VENDEX** cycle?

9. During the past five (5) years, have you failed to:

- a.  No  Yes file any applicable federal, state or New York City tax returns?
- b.  No  Yes pay any applicable federal, state or New York City taxes or other assessed New York City charges, including but not limited to water and sewer charges?

Provide a detailed response for all questions answered with information and/or "YES" in the question's corresponding section starting on page four of this questionnaire.

Provide details to questions answered "yes" in the corresponding section below.

Corresponds to Question 3.

Total percentage of stock owned: \_\_\_\_\_ Purchase date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(if sole proprietorship, enter 100%)

Corresponds to Question 4. (check all that apply)

- |   |          |                                       |          |
|---|----------|---------------------------------------|----------|
| <input type="checkbox"/> Loan amount      | \$ _____ | <input type="checkbox"/> Lease amount | \$ _____ |
| <input type="checkbox"/> Guarantee amount | \$ _____ | <input type="checkbox"/> Other _____  | \$ _____ |
|   |          | <small>(Name)</small>                 |          |
| <input type="checkbox"/> Security amount  | \$ _____ | <input type="checkbox"/> Other _____  | \$ _____ |
|   |          | <small>(Name)</small>                 |          |

Corresponds to Question 5.

Name of entity of which you are/were a principal owner or officer

\_\_\_\_\_

Address \_\_\_\_\_

EIN/TIN \_\_\_\_\_ Telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Your title \_\_\_\_\_

Associated from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  Still serving

Check if attaching additional information

Corresponds to Question 6.

Name of entity that received the contract

\_\_\_\_\_

EIN/TIN \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

Corresponds to Question 7. (Use this box for only one action. For each additional action, photocopy this page, complete the information and attach to this questionnaire.)

The following refers to section:  7a  7b  7c  7d  7e  7f

Action applies to:

You (as principal owner or officer)

Entity. If checked, name \_\_\_\_\_

Entity's EIN/TIN \_\_\_\_\_

Your title (as principal owner or officer) (while action was underway)

Action is:  Pending  Completed

Date of action From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_  Still ongoing

Name of agency initiating action \_\_\_\_\_

Contract number \_\_\_\_\_

Reason for action \_\_\_\_\_

Check if attaching additional information

Corresponds to Question 8. (check all that apply)

8a.  elected official  elected officer  appointed official

Name of agency where you serve(d) \_\_\_\_\_

Date started \_\_\_\_/\_\_\_\_/\_\_\_\_ Date completed \_\_\_\_/\_\_\_\_/\_\_\_\_  Still Serving

Check if attaching additional information

8b.  Full time employee  Part time employee  Consultant to NYC agency

Name of agency where you work(ed) \_\_\_\_\_

Date started \_\_\_\_/\_\_\_\_/\_\_\_\_ Date completed \_\_\_\_/\_\_\_\_/\_\_\_\_  Still Serving

Check if attaching additional information

8c.  paid officer  unpaid officer

Name of political party or organization \_\_\_\_\_

Date started \_\_\_\_/\_\_\_\_/\_\_\_\_ Date completed \_\_\_\_/\_\_\_\_/\_\_\_\_  Still Serving

Check if attaching additional information

8d. Individual serves/served New York City agency as  consultant  advisor

Employee/advisor's name \_\_\_\_\_

SSN \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of NYC agency \_\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

Corresponds to Question 9.

9a. You failed to file

- Federal taxes     State taxes     N.Y. City taxes     Other

If "State" is checked, and other than N.Y., name State \_\_\_\_\_

If "Other" is checked, specify \_\_\_\_\_

Taxes were not filed for tax years:

- 19\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_

Check if attaching additional information

9b. You failed to pay:

- Federal taxes     State taxes     N.Y. City taxes     Other NYC charge

If "State" is checked, and other than N.Y., name State \_\_\_\_\_

If "Other NYC charge(s)" is checked, specify \_\_\_\_\_

Taxes were not paid for tax years:

- 19\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_     20\_\_\_\_

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

### CERTIFICATION

THE PRINCIPAL QUESTIONNAIRE MUST BE CERTIFIED BY THE PRINCIPAL COMPLETING THE QUESTIONNAIRE. A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING VENDOR NON-RESPONSIBLE WITH RESPECT TO THE VENDEX SUBMISSION AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_ serving as \_\_\_\_\_ for \_\_\_\_\_  
Name Title Submitting Vendor's Name

being duly sworn, certify that:

- I have not altered the substance of this questionnaire in any manner;
- I have read and understand all of the items contained in the foregoing 6 pages of this questionnaire and the following \_\_\_\_\_ pages of attachments;
- I supplied full and complete responses to each item therein to the best of my knowledge, information and belief;
- I understand that New York City will rely on the information supplied in this questionnaire as an inducement to enter into a **contract** with the **submitting vendor**;
- I understand that at the time of execution of any **contract** with New York City, the **submitting vendor** will be required to certify that the information I have supplied remains accurate, and I further understand that I may provide to the **VENDEX** unit, in writing, any change(s) in the information provided in this questionnaire at the time of any change in the circumstances;
- I have read the vendor questionnaire submitted by the **submitting vendor**, and the answers thereto, and that, to the best of my knowledge, information and belief, those answers are full, complete and accurate.

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

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

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

# Certificate of No Change Form

- Please fill in all the fields and DO NOT leave any field blank.
- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Questionnaire *This section is required.*

*This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.*

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

Are you submitting this Certification as a parent? (Please circle one)    Yes    No

Signature date on the last full vendor questionnaire signed by the submitting vendor: \_\_\_\_\_

Signature date on changed submission, if applicable, for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1			
2			
3			
4			
5			
6			

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification *This section is required.*

*This form must be signed and notarized. Please complete this twice. Copies will not be accepted.*

Certified By:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Submitting Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Notarized By:

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

\_\_\_\_\_  
County License Issued

\_\_\_\_\_  
License Number

Sworn to before me on: \_\_\_\_\_

\_\_\_\_\_  
Date

# Certificate of No Change Form

- Please fill in all the fields and DO NOT leave any field blank.
- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## **Vendor Questionnaire** *This section is required.*

*This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.*

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

Are you submitting this Certification as a parent? (Please circle one)      Yes      No

Signature date on the last full vendor questionnaire signed by the submitting vendor: \_\_\_\_\_

Signature date on changed submission, if applicable, for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1			
2			
3			
4			
5			
6			

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification *This section is required.*

*This form must be signed and notarized. Please complete this twice. Copies will not be accepted.*

### Certified By:

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### Notarized By:

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

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

SECTION D

BID BOND  
PAGE 1 OF 3

KNOW ALL MEN BY THESE PRESENT. Those we, \_\_\_\_\_

Hereinafter referred to as the "Principal", and

Hereinafter referred to as the "surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the \_\_\_\_\_ penal sum \_\_\_\_\_ Dollars of

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

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

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

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

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

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

BID BOND  
PAGE 2 OF 3

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

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

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

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of 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 present to be signed by their proper officers the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

No Additional Text on This Page

**BID BOND**  
**PAGE 3 OF 3**

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

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

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

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

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

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

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

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

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

**AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES**

SECTION E

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER NO. 50

E.O. 50 - EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the Contractor agrees that it:

- (1) will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) the Contractor agrees that when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
- (5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

- (i) disapproval of the Contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the Contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring an Contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

END OF TEXT ON THIS PAGE

SECTION F

NEW YORK STATE LABOR LAW WAGE REQUIREMENTS

VERIFICATION OF PAYMENT TO SUBCONTRACTOR(S)

CERTIFICATION OF CONTRACTOR TO COMPTROLLER

CERTIFICATION OF SUBCONTRACTOR TO COMPTROLLER

EMPLOYMENT REPORT

The City of New York  
 Department of Small Business Services  
 Division of Labor Services  
 Contract Compliance Unit  
 110 William Street  
 New York, New York 10038  
 Phone: (212) 513 - 6323  
 Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT  
 INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

A Construction Employment Report (ER) must be filed if you meet the following conditions:

CONTRACT FUNDING SOURCE	CONTRACTOR	CONTRACT VALUE	SUBMISSION REQUIREMENT
Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	\$1,000,000 or greater	
	Subcontractor	\$750,000 or greater	
			Less than \$750,000

Prime Contractor:

- A general contractor or construction manager selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of \$10,000 or more.
- A general contractor or construction manager selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of \$1,000,000 or more.

Subcontractor:

- A subcontractor selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of \$10,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of \$750,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of less than \$750,000 must submit a "Less than \$750,000" waiver.

WHERE TO FILE

Employment Reports must be filed with the City agency awarding the contract. If you are a contractor or subcontractor who will be working for a private developer in receipt of funding or assistance from the City, the ER must be filed with the City agency with jurisdiction over the developer's project.

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.

**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 one month 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: Contract Bid Information and Projected and Current Workforce Forms

Signature Page

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- Questions 4 – 9: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 11: Please provide the number of permanent employees in your company.
- Question 12a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.
- Questions 13 – 15: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has 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
  - Form B - Projected Workforce
  - Signature Page

If your company is 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 Employment Report 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.

- Question 16: 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 17: 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 18a – 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. 18a, 18b, etc.)

Questions 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – 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 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: 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 25: 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
---------------------------	-------------------------------	--------------------------------------	---	--------------------------------------

Question 26: 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
------------------------------	---	-------------------------------	-------------------	--

Question 27: 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 28: 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.

**PART III: CONTRACT BID INFORMATION AND PROJECTED AND CURRENT WORKFORCE FORMS**

**FORM A: CONTRACT BID INFORMATION – USE OF SUBCONTRACTORS/TRADES**

Your projections for the utilization of subcontractors on the proposed contract are to be provided in this section. A chart has been provided for the identification of subcontractors. Information is to be provided to the extent known at the time the ER is filed for review by DLS. If the subcontractor's name is unknown, then write "unknown". Under "ownership", enter the appropriate race/ethnic and gender code. If the contract is federally funded or assisted and the subcontractor is being utilized in accordance with applicable federal requirements with respect to Minority Business Enterprise or Woman Business Enterprise requirements, enter the appropriate code. This will also apply to state funded contracts with similar requirements for minority and female owned businesses.

**FORM B: PROJECTED WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT**

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification in the charts provided.

**FORM C: CURRENT WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT**

For each trade *currently* engaged by your company for all work performed in NYC, enter the current workforce for Males and Females by trade classification in the charts provided.

**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.

**SUPPLIERS AND/OR MANUFACTURERS**

Contractors who are suppliers and/or manufacturers on construction projects must complete a Supply and Services Employment Report for contracts amount of \$100,000.00 or more. If the contract is \$100,000.00 or more and your company employs less than 50 employees, a less than 50 employee certificate should be completed.

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_
- 1a. Are M/WBE goals attached to this project? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:  
\_\_\_\_ Minority Owned Business Enterprise                      \_\_\_\_ Locally based Business Enterprise  
\_\_\_\_ Women Owned Business Enterprise                      \_\_\_\_ Emerging Business Enterprise
- 2a. If you are certified as an **MBE, WBE, or LBE**, what city/state agency are you certified with?  
\_\_\_\_\_ Are you DBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Is this project subject to a project labor agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. \_\_\_\_\_  
Employer Identification Number or Federal Tax I.D./ \_\_\_\_\_ Email Address
6. \_\_\_\_\_  
Company Name
7. \_\_\_\_\_  
Company Address and Zip Code
8. \_\_\_\_\_  
Chief Operating Officer Telephone Number
9. \_\_\_\_\_  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #7, write "same")
10. \_\_\_\_\_  
Name of Prime Contractor and Contact Person  
(If same as item #5, write "same")
11. Number of employees in your company: \_\_\_\_\_

12. Contract information:

- (a) \_\_\_\_\_ Contracting Agency (City Agency) (b) \_\_\_\_\_ Contract Amount
- (d) \_\_\_\_\_ Procurement Identification Number (PIN) (e) \_\_\_\_\_ Contract Registration Number (CT#)
- (f) \_\_\_\_\_ Projected Commencement Date (g) \_\_\_\_\_ Projected Completion Date

(h) Description and location of proposed contract:

\_\_\_\_\_  
\_\_\_\_\_

13. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certificate.

14. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certificate.

**NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.**

15. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate? Yes\_\_\_ No\_\_\_ If yes,

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

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

16. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes\_\_\_ No\_\_\_

If yes,

(a) Name and address of OFCCP office.

\_\_\_\_\_  
\_\_\_\_\_

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes \_\_\_ No \_\_\_

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes \_\_\_ No \_\_\_

If yes, attach a copy of such findings.

17. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes \_\_\_ No \_\_\_

If yes, attach a list of such associations and all applicable CBA's.

## PART II: DOCUMENTS REQUIRED

18. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- \_\_\_ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- \_\_\_ (b) Disability, life, other insurance coverage/description
- \_\_\_ (c) Employee Policy/Handbook
- \_\_\_ (d) Personnel Policy/Manual
- \_\_\_ (e) Supervisor's Policy/Manual
- \_\_\_ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- \_\_\_ (g) Collective bargaining agreement(s).
- \_\_\_ (h) Employment Application(s)
- \_\_\_ (i) Employee evaluation policy/form(s).
- \_\_\_ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

19. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

- (a) Prior to job offer Yes \_\_\_ No \_\_\_
- (b) After a conditional job offer Yes \_\_\_ No \_\_\_
- (c) After a job offer Yes \_\_\_ No \_\_\_
- (d) Within the first three days on the job Yes \_\_\_ No \_\_\_
- (e) To some applicants Yes \_\_\_ No \_\_\_
- (f) To all applicants Yes \_\_\_ No \_\_\_
- (g) To some employees Yes \_\_\_ No \_\_\_
- (h) To all employees Yes \_\_\_ No \_\_\_

20. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

\_\_\_\_\_

\_\_\_\_\_

21. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes\_\_\_ No\_\_\_

If yes, is the medical examination given:

- (a) Prior to a job offer Yes\_\_\_ No\_\_\_
- (b) After a conditional job offer Yes\_\_\_ No\_\_\_
- (c) After a job offer Yes\_\_\_ No\_\_\_
- (d) To all applicants Yes\_\_\_ No\_\_\_
- (e) Only to some applicants Yes\_\_\_ No\_\_\_

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

\_\_\_\_\_

\_\_\_\_\_

22. Do you have a written equal employment opportunity (EEO) policy? Yes\_\_\_ No\_\_\_

If yes, list the document(s) and page number(s) where these written policies are located.

\_\_\_\_\_

\_\_\_\_\_

23. Does the company have a current affirmative action plan(s) (AAP)  
\_\_\_\_ Minorities and Women  
\_\_\_\_ Individuals with handicaps  
\_\_\_\_ Other. Please specify \_\_\_\_\_

24. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

25. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes\_\_\_ No\_\_\_

If yes, attach an internal complaint log. See instructions.

26. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes\_\_\_ No\_\_\_

If yes, attach a log. See instructions.

27. Are there any jobs for which there are physical qualifications? Yes\_\_\_ No\_\_\_

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

---

---

28. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes\_\_\_ No\_\_\_

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

---

---

SIGNATURE PAGE

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation.

I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name \_\_\_\_\_

Name of person who prepared this Employment Report \_\_\_\_\_ Title \_\_\_\_\_

Name of official authorized to sign on behalf of the contractor \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

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

Notary Public \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

The City of New York Department of Small Business Services  
Division of Labor Services Contract Compliance Unit  
110 William Street, New York, New York 10038  
Phone: (212) 513-6323 Fax: (212) 618-8879

Date \_\_\_\_\_ File Number \_\_\_\_\_

LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

Are you currently certified as one of the following? Please check yes or no:

MBE Yes \_\_\_ No \_\_\_ WBE Yes \_\_\_ No \_\_\_ LBE Yes \_\_\_ No \_\_\_ DBE Yes \_\_\_ No \_\_\_

If you are certified as an MBE, WBE, LBE or DBE, what city/state agency are you certified with?

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

\_\_\_ Minority Owned Business Enterprise \_\_\_ Locally based Business Enterprise  
\_\_\_ Women Owned Business Enterprise

Company Name \_\_\_\_\_ Employer Identification Number or Federal Tax I.D. \_\_\_\_\_

Company Address and Zip Code \_\_\_\_\_

Contact Person (First Name, Last Name) \_\_\_\_\_ Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Description and location of proposed subcontract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Procurement Identification Number (PIN)  
(City contracts only)

Contract Registration Number (CT#)  
(City contracts only)

Block and Lot Number  
(ICIP projects only)

ICIP Application Number  
(ICIP projects only)

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
**Only original signatures accepted.**

Notary Public \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES**

1. Do you plan to subcontractor work on this contract? Yes \_\_\_ No \_\_\_
2. If yes, complete the chart below.

**NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.**

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT

\*If subcontractor is presently unknown, please enter the trade (craft name).

**OWNERSHIP CODES**

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade:	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT										

Total (Col. #1-10):

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):

Total Female  
(Col. #6 - 10):

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

**FORM B: PROJECTED WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10): \_\_\_\_\_

Total Female  
(Col. #6 - 10): \_\_\_\_\_

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT					T					

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

---



---



---

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:	MALES						FEMALES													
	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.						
J																				
H																				
A																				
TRN																				
TOT																				

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10): \_\_\_\_\_

Total Female  
(Col. #6 - 10): \_\_\_\_\_

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT										

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

\_\_\_\_\_

\_\_\_\_\_



The City of New York  
Department of Small Business Services  
Division of Labor Services  
Contract Compliance Unit  
110 William Street  
New York, New York 10038  
Phone: (212) 513 - 6323  
Fax: (212) 618-8679

LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

Minority Owned Business Enterprise  
 Women Owned Business Enterprise

Locally based Business Enterprise  
 Emerging Business Enterprise

Company Name Employer Identification Number or Federal Tax I.D.

Company Address and Zip Code

Chief Operating Officer Telephone Number

Developer or Prime Contractor Contact Contracting Agency

Description and location of proposed subcontract:

Procurement Identification Number (PIN)

Contract Registration Number (CT#)

Block and Lot Number (ICIP projects only)

ICIP Application Number (ICIP projects only)

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

Signature of authorized official

Date

The City of New York  
Department of Small Business Services  
Division of Labor Services  
Contract Compliance Unit  
110 William Street  
New York, New York 10038  
Phone: (212) 773-6323  
Fax: (212) 618-4679

## OCCUPATIONAL CATEGORIES AND CENSUS CODES

### 1990 CENSUS DETAILED LISTING OF OCCUPATIONAL TITLE CODES

1. **Executive, Administrative and Managerial Occupations**  
*(Managerial) Codes 003 through 037*
2. **Professional Specialty Occupations**  
*(Professional) Codes 043 through 199*
3. **Technician and Related Support Occupations**  
*(Technicians) Codes 203 through 235*
4. **Sales Occupations**  
*(Sales) Codes 243 through 285*
5. **Administrative Support Occupations, Including Clerical**  
*(Clerical) Codes 303 through 389*
6. **Service Occupations, Except Private Household**  
*(Service) Codes 403 through 469*
7. **Farming, Forestry & Fishing**  
*(Farm) Codes 473 through 499*
8. **Precision Production, Craft and Regular Occupations**  
*(Crafts) Codes 503 through 699*
9. **Operators, Fabricators & Laborers**  
*(Operators) Codes 703 through 889*
10. **Military Occupations**  
*(Military) Codes 903 through 905*
11. **Experienced Unemployed Not Classified by Occupation**  
*(Unemployed) Code 909*

#### 1. EXECUTIVE, ADMINISTRATIVE, AND MANAGERIAL OCCUPATIONS ("Managerial")

003	Legislators
004	Chief executives and general administrators, public administration
005	Administrators and officials, public administration
006	Administrators, protective services
007	Financial managers
008	Personnel and labor relations managers
009	Purchasing managers
013	Managers, marketing, advertising, and public relations
014	Administrators, education and related fields
015	Managers, medicine and health
016	Postmasters and mail superintendents
017	Managers, food serving and lodging establishments
018	Managers, properties and real estate
019	Funeral directors
021	Managers, service organizations, n.e.c.
022	Managers and administrators, n.e.c.
	<i>Management Related Occupations</i>
023	Accountants and auditors
024	Underwriters
025	Other financial officers
026	Management analysts
027	Personnel, training, and labor relations specialists

- 028 Purchasing agents and buyers, farm products
- 029 Buyers, wholesale and retail trade except farm products
- 033 Purchasing agents and buyers, n.e.c.
- 034 Business and promotion agents
- 035 Construction inspectors
- 036 Inspectors and compliance officers, except construction
- 037 Management related occupations, n.e.c.

## 2. PROFESSIONAL SPECIALTY OCCUPATIONS ("*Professional*")

### *Engineers, Architects, and Surveyors*

- 043 Architects
- Engineers*
- 044 Aerospace
- 045 Metallurgical and materials
- 046 Mining
- 047 Petroleum
- 048 Chemical
- 049 Nuclear
- 053 Civil
- 054 Agricultural
- 055 Electrical and electronic
- 056 Industrial
- 057 Mechanical
- 058 Marine and naval architects
- 059 Engineers, n.e.c.
- 063 Surveyors and mapping scientists
- Mathematical and Computer Scientists*
- 064 Computer systems analysts and scientists
- 065 Operations and systems researchers and analysts
- 066 Actuaries
- 067 Statisticians
- 068 Mathematical scientists, n.e.c.
- Natural Scientists*
- 069 Physicists and astronomers
- 073 Chemists, except biochemists
- 074 Atmospheric and space scientists
- 075 Geologists and geodesists
- 076 Physical scientists, n.e.c.
- 077 Agricultural and food scientists
- 078 Biological and life scientists
- 079 Forestry and conservation scientists
- 083 Medical scientists
- Health Diagnosing Occupations*
- 084 Physicians
- 085 Dentists
- 086 Veterinarians
- 087 Optometrists
- 088 Podiatrists
- 089 Health diagnosing practitioners, n.e.c.
- Health Assessment and Treating Occupations*
- 095 Registered nurses
- 096 Pharmacists
- 097 Dietitians
- Therapists*
- 098 Respiratory therapists
- 099 Occupational therapists
- 103 Physical therapists
- 104 Speech therapists
- 105 Therapists, n.e.c.

106	Physicians' assistants
	<i>Teachers, Postsecondary</i>
113	Earth, environmental, and marine science teachers
114	Biological science teachers
115	Chemistry teachers
116	Physics teachers
117	Natural science teachers, n.e.c.
118	Psychology teachers
119	Economics teachers
123	History teachers
124	Political science teachers
125	Sociology teachers
126	Social science teachers, n.e.c.
127	Engineering teachers
128	Mathematical science teachers
129	Computer science teachers
133	Medical science teachers
134	Health specialties teachers
135	Business, commerce, and marketing teachers
136	Agriculture and forestry teachers
137	Art, drama, and music teachers
138	Physical education teachers
139	Education teachers
143	English teachers
144	Foreign language teachers
145	Law teachers
146	Social work teachers
147	Theology teachers
148	Trade and industrial teachers
149	Home economics teachers
153	Teachers, postsecondary, n.e.c.
154	Postsecondary teachers, subject not specified
	<i>Teachers, Except Postsecondary</i>
155	Teachers, prekindergarten and kindergarten
156	Teachers, elementary school
157	Teachers, secondary school
158	Teachers, special education
159	Teachers, n.e.c.
163	Counselors, educational, and vocational
	<i>Librarians, Archivists, and Curators</i>
164	Librarians
165	Archivists and curators
	<i>Social Scientists and Urban Planners</i>
166	Economists
167	Psychologists
168	Sociologists
169	Social scientists, n.e.c.
173	Urban planners
	<i>Social, Recreation, and Religious Workers</i>
174	Social workers
175	Recreation workers
176	Clergy
177	Religious workers, n.e.c.
	<i>Lawyers and Judges</i>
178	Lawyers
179	Judges
	<i>Writers, Artists, Entertainers, and Athletes</i>
183	Authors
184	Technical writers

185	Designers
186	Musicians and composers
187	Actors and directors
188	Painters, sculptors, craft-artists, and artist printmakers
189	Photographers
193	Dancers
194	Artists, performers, and related workers, n.e.c.
195	Editors and reporters
197	Public relations specialists
198	Announcers
199	Athletes

### 3. TECHNICIANS AND RELATED SUPPORT OCCUPATIONS ("Technicians")

#### *Health Technologists and Technicians*

203	Clinical laboratory technologists and technicians
204	Dental hygienists
205	Health record technologists and technicians
206	Radiologic technicians
207	Licensed practical nurses
208	Health technologists and technicians, n.e.c.

#### *Technologists and Technicians, Except Health Engineering and Related Technologists and Technicians*

213	Electrical and electronic technicians
214	Industrial engineering technicians
215	Mechanical engineering technicians
216	Engineering technicians, n.e.c.
217	Drafting occupations
218	Surveying and mapping technicians

#### *Science Technicians*

223	Biological technicians
224	Chemical technicians
225	Science technicians, n.e.c.

#### *Technicians, Except Health, Engineering, and Science*

226	Airplane pilots and navigators
227	Air traffic controllers
228	Broadcast equipment operators
229	Computer programmers
233	Tool programmers, numerical control
234	Legal assistants
235	Technicians, n.e.c.

### 4. SALES OCCUPATIONS ("Sales")

243	Supervisors and proprietors, sales occupations
	<i>Sales Representatives, Finance and Business Services</i>
253	Insurance sales occupations
254	Real estate sales occupations
255	Securities and financial services sales occupations
256	Advertising and related sales occupations
257	Sales occupations, other business services
	<i>Sales Representatives, Commodities Except Retail</i>
258	Sales engineers
259	Sales representatives, mining, manufacturing, and wholesale
	<i>Sales Workers, Retail and Personal Services</i>
263	Sales workers, motor vehicles and boats
264	Sales workers, apparel
265	Sales workers, shoes
266	Sales workers, furniture and home furnishings
267	Sales workers; radio, TV, hi-fi, and appliances
268	Sales workers, hardware and building supplies
269	Sales workers, parts

274	Sales workers, other commodities
275	Sales counter clerks
276	Cashiers
277	Street and door-to-door sales workers
278	News vendors
	<i>Sales Related Occupations</i>
283	Demonstrators, promoters and models, sales
284	Auctioneers
285	Sales support occupations, n.e.c.

## 5. ADMINISTRATIVE SUPPORT OCCUPATIONS, INCLUDING CLERICAL ("Clerical")

	<i>Supervisors, Administrative Support Occupations</i>
303	Supervisors, general office
304	Supervisors, computer equipment operators
305	Supervisors, financial records processing
306	Chief communications operators
307	Supervisors, distribution, scheduling, and adjusting clerks
	<i>Computer equipment operators</i>
308	Computer operators
309	Peripheral equipment operators
	<i>Secretaries, Stenographers and Typists</i>
313	Secretaries
314	Stenographers
315	Typists
	<i>Information Clerks</i>
316	Interviewers
317	Hotel clerks
318	Transportation ticket and reservation agents
319	Receptionists
323	Information clerks, n.e.c.
	<i>Records Processing Occupations, Except Financial</i>
325	Classified-ad clerks
326	Correspondence clerks
327	Order clerks
328	Personnel clerks, except payroll and timekeeping
329	Library clerks
335	File clerks
336	Records clerks
	<i>Financial Records Processing Occupations</i>
337	Bookkeepers, accounting, and auditing clerks
338	Payroll and timekeeping clerks
339	Billing clerks
343	Cost and rate clerks
344	Billing, posting, and calculating machine operators
	<i>Duplicating, Mail and Other Office Machine Operators</i>
345	Duplicating machine operators
346	Mail preparing and paper handling machine operators
347	Office machine operators, n.e.c.
	<i>Communications Equipment Operators</i>
348	Telephone operators
353	Communications equipment operators, n.e.c.
	<i>Mail and Message Distributing Occupations</i>
354	Postal clerks, exc. mail carriers
355	Mail carriers, postal service
356	Mail clerks, exc. postal service
357	Messengers
	<i>Material Recording, Scheduling, and Distributing Clerks, n.e.c.</i>
359	Dispatchers
363	Production coordinators

364	Traffic, shipping, and receiving clerks
365	Stock and inventory clerks
366	Meter readers
368	Weighers, measurers, checkers, and samplers
373	Expeditors
374	Material recording, scheduling, and distributing clerks, n.e.c.
	<i>Adjusters and investigators</i>
375	Insurance adjusters, examiners, and investigators
376	Investigators and adjusters, except insurance
377	Eligibility clerks, social welfare
378	Bill and account collectors
	<i>Miscellaneous Administrative Support Occupations</i>
379	General office clerks
383	Bank tellers
384	Proofreaders
385	Data-entry keyers
386	Statistical clerks
387	Teachers' aides
389	Administrative support occupations, n.e.c.

## 6. SERVICE OCCUPATIONS ("Service")

### Private Household Occupations

403	Launderers and ironers
404	Cooks, private household
405	Housekeepers and butlers
406	Child care workers, private household
407	Private household cleaners and servants

### Protective Service Occupations

#### *Supervisors, Protective Service Occupations*

413	Supervisors, firefighting and fire prevention occupations
414	Supervisors, police and detectives
415	Supervisors, guards

#### *Firefighting and Fire Prevention Occupations*

416	Fire inspection and fire prevention occupations
417	Firefighting occupations

#### *Police and Detectives*

418	Police and detectives, public service
423	Sheriffs, bailiffs, and other law enforcement officers
424	Correctional institution officers

#### *Guards*

425	Crossing guards
426	Guards and police, exc. public service
427	Protective service occupations, n.e.c.

### Service Occupations, Except Protective and Household

#### *Food Preparation and Service Occupations*

433	Supervisors, food preparation and service occupations
434	Bartenders
435	Waiters and waitresses
436	Cooks
438	Food counter, fountain and related occupations
439	Kitchen workers, food preparation
443	Waiters/waitresses' assistants
444	Miscellaneous food preparation occupations

#### *Health Service Occupations*

445	Dental assistants
446	Health aides, except nursing
447	Nursing aides, orderlies, and attendants

#### *Cleaning and Building Service Occupations, except Household*

448	Supervisors, cleaning and building service workers
-----	--

449	Maids and housemen
453	Janitors and cleaners
454	Elevator operators
455	Pest control occupations
<i>Personal Service Occupations</i>	
456	Supervisors, personal service occupations
457	Barbers
458	Hairdressers and cosmetologists
459	Attendants, amusement and recreation facilities
461	Guides
462	Ushers
463	Public transportation attendants
464	Baggage porters and bellhops
465	Welfare service aides
466	Family child care providers
467	Early childhood teacher's assistants
468	Child care workers, n.e.c.
469	Personal service occupations, n.e.c.

**7. FARMING, FORESTRY, AND FISHING OCCUPATIONS ("Farm")**

<i>Farm operators and managers</i>	
473	Farmers, except horticultural
474	Horticultural specialty farmers
475	Managers, farms, except horticultural
476	Managers, horticultural specialty farms
<i>Farm Occupations, Except Managerial</i>	
477	Supervisors, farm workers
479	Farm workers
483	Marine life cultivation workers
484	Nursery workers
<i>Related Agricultural Occupations</i>	
485	Supervisors, related agricultural occupations
486	Groundkeepers and gardeners, except farm
487	Animal caretakers, except farm
488	Graders and sorters, agricultural products
489	Inspectors, agricultural products
<i>Forestry and Logging Occupations</i>	
494	Supervisors, forestry and logging workers
495	Forestry workers, except logging
496	Timber cutting and logging occupations
<i>Fishers, Hunters, and Trappers</i>	
497	Captains and other officers, fishing vessels
498	Fishers
499	Hunters and trappers

**8. PRECISION PRODUCTION, CRAFT, AND REPAIR OCCUPATIONS ("Crafts")**

<b>Mechanics and Repairers</b>	
503	Supervisors, mechanics and repairers
<i>Mechanics and Repairers, Except Supervisors</i>	
Vehicle and Mobile Equipment Mechanics and Repairers	
505	Automobile mechanics
506	Automobile mechanic apprentices
507	Bus, truck, and stationary engine mechanics
508	Aircraft engine mechanics
509	Small engine repairers
514	Automobile body and related repairers
515	Aircraft mechanics, exc. engine
516	Heavy equipment mechanics
517	Farm equipment mechanics

518	Industrial machinery repairers
519	Machinery maintenance occupations
	<i>Electrical and Electronic Equipment Repairers</i>
523	Electronic repairers, communications and industrial equipment
525	Data processing equipment repairers
526	Household appliance and power tool repairers
527	Telephone line installers and repairers
529	Telephone installers and repairers
533	Miscellaneous electrical and electronic equipment repairers
534	Heating, air conditioning, and refrigeration mechanics
	<i>Miscellaneous Mechanics and Repairers</i>
535	Camera, watch, and musical instrument repairers
536	Locksmiths and safe repairers
538	Office machine repairers
539	Mechanical controls and valve repairers
543	Elevator installers and repairers
544	Millwrights
547	Specified mechanics and repairers, n.e.c.
549	Not specified mechanics and repairers
	<i>Construction Trades</i>
	Supervisors, construction occupations
553	Supervisors, brickmasons, stonemasons, and tile setters
554	Supervisors, carpenters and related workers
555	Supervisors, electricians and power transmission installers
556	Supervisors, painters, paperhangers, and plasterers
557	Supervisors, plumbers, pipefitters, and steam fitters
558	Supervisors, construction n.e.c.
	<i>Construction Trades, Except Supervisors</i>
563	Brickmasons and stonemasons
564	Brickmason and stonemason apprentices
565	Tile setters, hard and soft
566	Carpet installers
567	Carpenters
569	Carpenter apprentices
573	Drywall installers
575	Electricians
576	Electrician apprentices
577	Electrical power installers and repairers
579	Painters, construction and maintenance
583	Paperhangers
584	Plasterers
585	Plumbers, pipefitters, and steamfitters
587	Plumber, pipefitter, and steamfitter apprentices
588	Concrete and terrazzo finishers
589	Glaziers
593	Insulation workers
594	Paving, surfacing, and tamping equipment operators
595	Roofers
596	Sheetmetal duct installers
597	Structural metal workers
598	Drillers, earth
599	Construction trades, n.e.c.
	<i>Extractive Occupations</i>
613	Supervisors, extractive occupations
614	Drillers, oil well
615	Explosives workers
616	Mining machine operators
617	Mining occupations, n.e.c.
	<i>Precision Production Occupations</i>

628	Supervisors, production occupations
	<i>Precision Metal Working Occupations</i>
634	Tool and die makers
635	Tool and die makers apprentices
636	Precision assemblers, metal
637	Machinists
639	Machinist apprentices
643	Boilermakers
644	Precision grinders, fitters and tool sharpeners
645	Patternmakers and model makers, metal
646	Lay-out workers
647	Precious stones and metals workers (Jewelers)
649	Engravers, metal
653	Sheet metal workers
654	Sheet metal worker apprentices
655	Miscellaneous precision metal workers
	<i>Precision Woodworking Occupations</i>
656	Patternmakers and model makers, wood
657	Cabinet makers and bench carpenters
658	Furniture and wood finishers
659	Miscellaneous precision woodworkers
	<i>Precision Textile, Apparel, and Furnishings Machine Workers</i>
666	Dressmakers
667	Tailors
668	Upholsterers
669	Shoe repairers
674	Miscellaneous precision apparel and fabric workers
	<i>Precision Workers, Assorted Materials</i>
675	Hand molders and shapers, except jewelers
676	Patternmakers, lay-out workers, and cutters
677	Optical goods workers
678	Dental laboratory and medical appliance technicians
679	Bookbinders
683	Electrical and electronic equipment assemblers
684	Miscellaneous precision workers, n.e.c.
	<i>Precision Food Production Occupations</i>
686	Butchers and meat cutters
687	Bakers
688	Food batchmakers
	<i>Precision Inspectors, Testers, and Related Workers</i>
689	Inspectors, testers, and graders
693	Adjusters and calibrators
	<i>Plant and System Operators</i>
694	Water and sewage treatment plant operators
695	Power plant operators
696	Stationary engineers
699	Miscellaneous plant and system operators

## 9. OPERATORS, FABRICATORS, AND LABORERS ("Operators")

### Machine Operators, Assemblers, and Inspectors

#### *Machine Operators and Tenders, except Precision Metalworking and Plastic Working Machine Operators*

703	Lathe and turning machine set-up operators
704	Lathe and turning machine operators
705	Milling and planning machine operators
706	Punching and stamping press machine operators
707	Rolling machine operators
708	Drilling and boring machine operators
709	Grinding, abrading, buffing, and polishing machine operators
713	Forging machine operators

714	Numerical control machine operators
715	Miscellaneous metal, plastic, stone, and glass working machine operators
717	Fabricating machine operators, n.e.c.
	<i>Metal and Plastic Processing Machine Operators</i>
719	Molding and casting machine operators
723	Metal plating machine operators
724	Heat treating equipment operators
725	Miscellaneous metal and plastic processing machine operators
	<i>Woodworking Machine Operators</i>
726	Wood lathe, routing, and planing machine operators
727	Sawing machine operators
728	Shaping and joining machine operators
729	Nailing and tacking machine operators
733	Miscellaneous woodworking machine operators
	<i>Printing Machine Operators</i>
734	Printing machine operators
735	Photoengravers and lithographers
736	Typesetters and compositors
737	Miscellaneous printing machine operators
	<i>Textile, Apparel, and Furnishings Machine Operators</i>
738	Winding and twisting machine operators
739	Knitting, looping, taping, and weaving machine operators
743	Textile cutting machine operators
744	Textile sewing machine operators
745	Shoe machine operators
747	Pressing machine operators
748	Laundry and dry cleaning machine operators
749	Miscellaneous textile machine operators
	<i>Machine Operators, Assorted Materials</i>
753	Cementing and gluing machine operators
754	Packaging and filling machine operators
755	Extruding and forming machine operators
756	Mixing and blending machine operators
757	Separating, filtering, and clarifying machine operators
758	Compressing and compacting machine operators
759	Painting and paint spraying machine operators
763	Roasting and baking machine operators, food
764	Washing, cleaning, and picking machine operators
765	Folding machine operators
766	Furnace, kiln, and oven operators, exc. food
768	Crushing and grinding machine operators
769	Slicing and cutting machine operators
773	Motion picture projectionists
774	Photographic process machine operators
777	Miscellaneous machine operators, n.e.c.
779	Machine operators, not specified
	<i>Fabricators, Assemblers, and Hand Working Occupations</i>
783	Welders and cutters
784	Solderers and blazers
785	Assemblers
786	Hand cutting and trimming occupations
787	Hand molding, casting, and forming occupations
789	Hand painting, coating, and decorating occupations
793	Hand engraving and printing occupations
795	Miscellaneous hand working occupations
	<i>Production Inspectors, Testers, Samplers, and Weighers</i>
796	Production inspectors, checkers, and examiners
797	Production testers
798	Production samplers and weighers

799	Graders and sorters, exc. agricultural
	<b>Transportation and Material Moving Occupations</b>
	<i>Motor Vehicle Operators</i>
803	Supervisors, motor vehicle operators
804	Truck drivers
806	Driver-sales workers
808	Bus drivers
809	Taxicab drivers and chauffeurs
813	Parking lot attendants
814	Motor transportation occupations, n.e.c.
	<i>Transportation Occupations, Except Motor Vehicles</i>
	<i>Rail Transportation Occupations</i>
823	Railroad conductors and yardmasters
824	Locomotive operating occupations
825	Railroad brake, signal, and switch operators
826	Rail vehicle operators, n.e.c.
	<i>Water Transportation Occupations</i>
828	Ship captains and mates, except fishing boats
829	Sailors and deckhands
833	Marine engineers
834	Bridge, lock, and lighthouse tenders
	<i>Material Moving Equipment Operators</i>
843	Supervisors, material moving equipment operators
844	Operating engineers
845	Longshore equipment operators
848	Hoist and winch operators
849	Crane and tower operators
853	Excavating and loading machine operators
855	Grader, dozer, and scraper operators
856	Industrial truck and tractor equipment operators
859	Miscellaneous material moving equipment operators
864	Supervisors, handlers equipment cleaners, and laborers, n.e.c.
865	Helpers, mechanics and repairers
	<i>Helpers, Construction and Extractive Occupations</i>
866	Helpers, construction trades
867	Helpers, surveyor
868	Helpers, extractive occupations
869	Construction laborers
874	Production helpers
	<i>Freight, Stock, and Material Handlers</i>
875	Garbage collectors
876	Stevedores
877	Stock handlers and baggers
878	Machine feeders and offbearers
883	Freight, stock, and material handlers, n.e.c.
885	Garage and service station related occupations
887	Vehicle washers and equipment cleaners
888	Hand packers and packagers
889	Laborers, except construction
	<b>10. MILITARY OCCUPATIONS ("Military")</b>
903	Commissioned Officers and Warrant Officers
904	Non-commissioned Officers and Other Enlisted Personnel
905	Military occupation, rank not specified

#### EXPERIENCE UNEMPLOYED NOT CLASSIFIED BY OCCUPATION

909 Last worked 1984 or earlier

The City of New York  
Department of Small Business Services  
Division of Labor Services  
Contract Compliance Unit  
110 William Street  
New York, New York 10038  
Phone: (212) 513 - 6323  
Fax: (212) 618-8879

#### INDUSTRY CODES

##### AGRICULTURE, FORESTRY, AND FISHERIES

- 010 Agricultural production, crops
- 011 Agricultural production, livestock
- 012 Veterinary services
- 020 Landscape and horticultural services
- 030 Agricultural services, n.e.c.
- 031 Forestry
- 032 Fishing, hunting, and trapping

##### MINING

- 040 Metal mining
- 041 Coal mining
- 042 Oil and gas extraction
- 050 Nonmetallic mining and quarrying, except fuels

##### CONSTRUCTION

- 060 All construction

##### MANUFACTURING

###### Nondurable Goods

###### *Food and kindred products*

- 100 Meat products
- 101 Dairy products
- 102 Canned, frozen, and preserved fruits and vegetables
- 110 Grain Mill products
- 111 Bakery products
- 112 Sugar and confectionery products
- 120 Beverage industries
- 121 Miscellaneous food preparations and kindred products
- 122 Not specified food industries
- 130 Tobacco manufactures

###### *Textile mill products*

- 132 Knitting mills
- 140 Dyeing and finishing textiles, except wool and knit goods
- 141 Carpets and rugs
- 142 Yarn, thread, and fabric mills
- 150 Miscellaneous textile mill products

###### *Apparel and other finished textile products*

- 151 Apparel and accessories, except knit
- 152 Miscellaneous fabricated textile products

###### *Paper and allied products*

- 160 Pulp, paper, and paperboard mills
- 161 Miscellaneous paper and pulp products
- 162 Paperboard containers and boxes

###### *Printing, publishing, and allied industries*

- 171 Newspaper publishing and printing
- 172 Printing, publishing, and allied industries, except newspapers

###### *Chemicals and allied products*

180	Plastics, synthetics, and resins
181	Drugs
182	Soaps and cosmetics
190	Paints, varnishes, and related products
191	Agricultural chemicals
192	Industrial and miscellaneous chemicals
	<i>Petroleum and coal products</i>
200	Petroleum refining
201	Miscellaneous petroleum and coal products
	<i>Rubber and miscellaneous plastic products</i>
210	Tires and inner tubes
211	Other rubber products, and plastics footwear and belting
212	Miscellaneous plastics products
	<i>Leather and leather products</i>
220	Leather tanning and finishing
221	Footwear, except rubber and plastic
222	Leather products, except footwear
	<b>Durable Goods</b>
	<i>Lumber and wood products, except furniture</i>
230	Logging
231	Sawmills, planing mills, and millwork
232	Wood buildings and mobile homes
241	Miscellaneous wood products
242	Furniture and fixtures
	<i>Stone, clay, glass and concrete products</i>
250	Glass and glass products
251	Cement, concrete, gypsum, and plaster products
252	Structural clay products
261	Pottery and related products
262	Miscellaneous nonmetallic mineral and stone products
	<i>Metal industries</i>
270	Blast furnaces, steelworks, rolling and finishing mills
271	Iron and steel foundries
272	Primary aluminum industries
280	Other primary metal industries
281	Cutlery, hand tools, and general hardware
282	Fabricated structural metal products
290	Screw machine products
291	Metal forging and stampings
292	Ordnance
300	Miscellaneous fabricated metal products
301	Not specified metal industries
	<i>Machinery and computing equipment</i>
310	Engines and turbines
311	Farm machinery and equipment
312	Construction and material handling machines
320	Metalworking machinery
321	Office and accounting machines
322	Computers and related equipment
331	Machinery, except electrical, n.e.c.
332	Not specified machinery
	<i>Electrical machinery, equipment and supplies</i>
340	Household appliances
341	Radio, TV, and communication equipment
342	Electrical machinery, equipment and supplies, n.e.c.
350	Not specified electrical machinery, equipment and supplies
	<i>Transportation equipment</i>
351	Motor vehicles and motor vehicle equipment
352	Aircraft and parts

360	Ship and boat building and repairing
361	Railroad locomotives and equipment
362	Guided missiles, space vehicles, and parts
370	Cycles and miscellaneous transportation equipment
	<i>Professional and photographic equipment, and watches</i>
371	Scientific and controlling instruments
372	Medical, dental, and optical instruments and supplies
380	Photographic equipment and supplies
381	Watches, clock and clockwork operated devices
390	Toys, amusement and sporting goods
391	Miscellaneous manufacturing industries
392	Not specified manufacturing industries

## TRANSPORTATION, COMMUNICATIONS AND OTHER PUBLIC UTILITIES

### *Transportation*

400	Railroads
401	Bus service and urban transit
402	Taxicab service
410	Trucking service
411	Warehousing and storage
412	U.S. Postal Service
420	Water transportation
421	Air transportation
422	Pipe lines, except natural gas
432	Services incidental to transportation

### *Communications*

440	Radio and television broadcasting and cable
441	Telephone communications
442	Telegraph and miscellaneous communication services

### *Utilities and sanitary services*

450	Electric light and power
451	Gas and steam supply systems
452	Electric and gas, and other combinations
470	Water supply and irrigation
471	Sanitary services
472	Not specified utilities

## WHOLESALE TRADE

### **Durable Goods**

500	Motor vehicles and equipment
501	Furniture and home furnishings
502	Lumber and construction materials
510	Professional and commercial equipment and supplies
511	Metals and minerals, except petroleum
512	Electrical goods
521	Hardware, plumbing and heating supplies
530	Machinery, equipment and supplies
531	Scrap and waste materials
532	Miscellaneous wholesale, durable goods

### **Nondurable Goods**

540	Paper and paper products
541	Drugs, chemicals and allied products
542	Apparel, fabrics and notions
550	Groceries and related products
551	Farm-product raw materials
552	Petroleum products
560	Alcoholic beverages
561	Farm supplies
562	Miscellaneous wholesales, nondurable goods

571 Not specified wholesale trade

#### RETAIL TRADE

580 Lumber and building material retailing  
581 Hardware stores  
582 Retail nurseries and garden stores  
590 Mobile home dealers  
591 Department stores  
592 Variety stores  
600 Miscellaneous general merchandise stores  
601 Grocery stores  
602 Dairy products stores  
610 Retail bakeries  
611 Food stores, n.e.c.  
612 Motor vehicle dealers  
620 Auto and home supply stores  
621 Gasoline service stations  
622 Miscellaneous vehicle dealers  
623 Apparel and accessory stores, except shoe  
630 Shoe stores  
631 Furniture and home furnishings stores  
632 Household appliance stores  
633 Radio, TV, and computer stores  
640 Music stores  
641 Eating and drinking places  
642 Drug stores  
650 Liquor stores  
651 Sporting goods, bicycles and hobby stores  
652 Book and stationery stores  
660 Jewelry stores  
661 Gift, novelty, and souvenir shops  
662 Sewing, needlework and piece goods stores  
663 Catalog and mail order houses  
670 Vending machine operators  
671 Direct selling establishments  
672 Fuel dealers  
681 Retail florists  
682 Miscellaneous retail stores  
691 Not specified retail trade

#### FINANCE, INSURANCE AND REAL ESTATE

700 Banking  
701 Savings institutions, including credit unions  
702 Credit agencies, n.e.c.  
710 Security, commodity brokerage, and investment companies  
711 insurance  
712 Real estate, including real estate-insurance offices

#### BUSINESS AND REPAIR SERVICES

721 Advertising  
722 Services to dwellings and other buildings  
731 Personnel supply services  
732 Computer and data processing services  
740 Detective and protective services  
741 Business services, n.e.c.  
742 Automotive rental and leasing, without divers  
750 Automotive parking and carwashes  
751 Automotive repair and related services  
752 Electrical repair shops

760 Miscellaneous repair services

#### PERSONAL SERVICES

761 Private households  
762 Hotel and motels  
770 Lodging places, excepts hotels and motels  
771 Laundry, cleaning and garment services  
772 Beauty shops  
780 Barber shops  
781 Funeral service and crematories  
782 Shoe repair shops  
790 Dressmaking shops  
791 Miscellaneous personal services

#### ENTERTAINMENT AND RECREATION SERVICES

800 Theaters and motion pictures  
801 Video tape rental  
802 Bowling centers  
810 Miscellaneous entertainment and recreation services

#### PROFESSIONAL AND RELATED SERVICES

812 Offices and clinics of physicians  
820 Offices and clinics of dentists  
821 Offices and clinics of chiropractors  
822 Offices and clinics of optometrists  
830 Offices and clinics of health practitioners, n.e.c.  
831 Hospitals  
832 Nursing and personal care facilities  
840 Health services, n.e.c.  
841 Legal services  
842 Elementary and secondary schools  
850 Colleges and universities  
851 Vocational schools  
852 Libraries  
860 Educational services, n.e.c.  
861 Job training and vocational rehabilitation services  
862 Child day care services  
863 Family child care homes  
870 Residential care facilities, without nursing  
871 Social services, n.e.c.  
872 Museums, art galleries, and zoos  
873 Labor unions  
880 Religious organizations  
881 Membership organizations, n.e.c.  
882 Engineering, architectural and surveying services  
890 Accounting, auditing and bookkeeping services  
891 Research, development, and testing services  
892 Management and public relations services  
893 Miscellaneous professional and related services

#### PUBLIC ADMINISTRATION

900 Executive and legislative offices  
901 General government, n.e.c.  
910 Justice, public order, safety  
921 Public finance, taxation, and monetary policy  
922 Administration of human resources programs  
930 Administration of environmental quality and housing programs  
931 Administration of economic programs  
932 National security and international affairs

ACTIVE DUTY MILITARY

*Armed Forces*

940	Army
941	Air Forces
942	Navy
950	Marines
951	Coast Guard
952	Armed Forces, Branch not specified
960	Military Reserves or National Guard

EXPERIENCED UNEMPLOYED NOT CLASSIFIED BY INDUSTRY

992 Last worked 1984 or earlier

## FOR REFERENCE PURPOSES ONLY

The Contractor further agrees that it shall employ trainees for training level jobs and it shall participate in on-the-job training programs other than apprenticeship programs which are approved by the Bureau and where required by law, the U.S. Department of Labor, Bureau of Apprenticeship and Training or the New York State Department of Labor.

The Contractor shall make a good faith effort to achieve the ratio of one (1) trainee to four (4) journey-level employees of each job group on each construction project.

The Bureau of Labor Services (BLS) has implemented a program to review a construction Contract for trainee compliance as per E.O. 50. The program requires that the Contractor submit a copy of the payroll records to BLS on a bi-weekly basis. This procedure will expedite the review process and reduce the time a department must hold onto a Contractor's payment.

"Trainee" means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program, other than an apprenticeship program, approved by BLS and, where required by law, the New York State Department of Labor and the United States Department of Labor, Bureau of Apprenticeship and Training.

The Contractor shall be considered to employ four (4) journey-level employees in a particular job group when he or she employs any number of journey-level employees in that craft whose aggregate work hours equal the number of hours four (4) full-time journey-level employees would have worked in a work week as defined by the prevailing practice in the industry for the particular craft, i.e., 40 hours, 37-1/2 hours, 35 hours, etc. For example, in a craft where there is a 40-hour work week, the employment of four (4) journey-level employees results in 160 hours of employment ( $4 \times 40$ ). Hence, any number of journey-level employees which results in 160 hours of work is considered for purpose of the training program to equal four (4) journey-level employees (e.g., three (3) journey-level employees who work 53-1/3 hours ( $3 \times 53-1/3 = 160$ )).

The training requirement shall not apply to any trade in which the employment of four (4) or more journey-level employees and the trainee shall be for less than four (4) weeks; provided, that four (4) weeks shall mean four (4) weeks of full-time work as defined by the prevailing practice in the industry for the particular craft, e.g., 160 hours (4 weeks  $\times$  40 hours), 150 hours (4 weeks  $\times$  37-1/2 hours), 140 hours (4 weeks  $\times$  35 hours), etc.

The Contractor shall attempt to provide continuous employment for trainees after the completion of the Contract to enable them to complete their course of training.

Union Contractors shall refer, recommend and sponsor for union membership any of its trainees who can perform the duties of a qualified journey-level employee or who have successfully completed the training program. Such former trainees shall be paid full journey-level wages and fringe benefits, whether or not union membership is granted after such referral, recommendation or sponsorship, and the Contractor shall attempt to continue the employment of such persons.

In the event of a failure to provide training to the required number of trainees for the required number of weeks, the Contractor's compensation shall be decreased by an

amount equal to the wages and fringe benefits which would have been paid to the trainees had the number and duration of the positions been as required, unless the Contractor can demonstrate that it made a good faith effort to provide training and was unsuccessful. The wages and fringes deducted will be whatever a first-term trainee would receive under the "Schedule of Prevailing Rates and Supplemental Benefits" in effect at the time the trainees should have been employed. A good faith effort includes, but is not limited to:

- (i) documented efforts to secure trainees from approved training programs;
- (ii) documented outreach efforts to community and civil rights groups to identify candidates for training positions and sponsorship of those persons by the Contractor for entrance into an approved training program; and
- (iii) written notification to BLS that the Contractor has been unable to secure trainees pursuant to subsections (i) and (ii) above and requesting BLS's assistance in securing trainees, provided neither the provisions of any collective bargaining agreement nor the refusal by a union with whom the Contractor has a collective bargaining agreement to recognize the validity of the training program shall excuse the Contractor's obligation to provide training pursuant to E.O. 50 and these regulations.

No Further Text on this Page.

SECTION G

SUBCONTRACTOR APPROVAL REQUEST FORMS

## SUBCONTRACTOR APPROVAL FORM

### Instructions for Agencies

The attached form is intended to assist agencies in the subcontractor approval process, provide uniformity in collecting the appropriate data, and address the requirements of LL129/MWBE. **Subcontractors should not start work until they have been granted final approval by the Agency.** *Subcontractors may be proposed at any time, but for construction/professional services contracts subject to LL 129, within 30 days of the notice to proceed, the prime contractor must identify those to which it intends to award construction/professional services subcontracts valued < \$1M (for work during the first year of such contract).*

#### SUBCONTRACTOR APPROVAL PROCESS

**Step 1** – Prior to giving the form to the prime contractor, the Agency ("you") should fill in all of the contract-specific information on the Subcontractor Approval Form. You should then forward a copy of the form with that information to the prime contractor.

**Step 2** – Instruct the prime contractor to fill out one Form for each subcontractor, and to return a signed and dated copy of the Form to the designated agency representative.

**Step 3** – At this point you may grant or deny preliminary approval. If granted, you should request additional information by checking the appropriate boxes to ensure compliance with contract requirements, as follows:

1. VENDEX: Check the box if VENDEX Vendor and Principal Questionnaires are required, i.e., where the subcontract dollar amount is  $\geq$  \$100,000 or where the subcontractor's aggregate business with the City is  $\geq$  \$100,000 during the preceding twelve months.
2. Employment Report: Check the box if a DLS Employment Report (or certificate) is required, i.e., for construction, subcontracts > \$750,000 (or if federally funded in whole/part > \$10,000), and for non-construction goods/services, subcontracts > \$100,000.
3. References: If VENDEX shows performance evaluations on file for similar work by the proposed subcontractor, references are not required. Check the box to require references if the proposed subcontractor has no prior record of work with the City. In such instances, prime contractors should submit references for the subcontractor's performance on three completed comparable projects. References shall include a full description/location of each project, scope of work, dollar value, and the names and phone numbers of owners, architect or engineer who supervised the work.
4. PLA: Check the box for contracts under a Project Labor Agreement (PLA) which require the subcontractor to provide a signed Letter of Assent.
5. Apprenticeship: Check the box for contracts where an apprenticeship program is required, i.e., construction contracts > \$3M in value, or > \$1M in value with respect to projects > \$5M in value.
6. Required Licenses: Check the box if the nature of the subcontract requires the subcontractor to be licensed and you are required to review those licenses.

Return the form to the Prime Contractor with the Page 2 (instructions) attached.

**Step 4** – Prime Contractor returns the form with all of the appropriate documentation attached.

**Step 5** – You then complete your review of the submission within a reasonable time, notifying the contractor by returning a signed and dated copy indicating whether agency approval is granted or denied.

**Step 6** – Enter data for all approved subcontracts into FMS. In order to do so, you must determine the specific industry of the subcontract. If you need assistance, please see the information posted on the ACCO Portal (<http://egov.nycnet/acco/login.asp>) or contact MOCS. Additionally, be aware that some

subcontractors may already have FMS Vendor Numbers, while some are new. If the approved subcontractor does not have an FMS Vendor Number, you must create one for them at this time, but you should take care not to create duplicate Vendor Numbers.

#### LL129/MWBE

Agencies must also identify construction and professional service contracts that have subcontracting goals per Local Law 129 of 2005. Each contractor who is required to meet such goals, as detailed in the utilization plan submitted with the original bid or proposal, must submit a list of vendors to which it intends to award construction and/or professional Services subcontracts for amounts under \$1 million within 30 days of notice to proceed. In the case of multi-year contracts, the contractor is required to submit the form within 30 days of the notice to proceed and every 12 months thereafter for the duration of the contract.

The agency should instruct the prime contractor to provide:

- 1 All requested identifying information about the subcontractor.
- 2 A specific subcontract description. This information is needed to determine if the proposed subcontractor is performing work that falls within the "construction" and/or "professional services" definitions under LL129. Complete descriptions of the subcontractor's work on the project assist the agency with compliance reporting.
- 3 An approximate subcontract value. This information is needed to determine what percentage of the contract is being subcontracted and what proportion of that is going to MWBE firms.
- 4 An indication of the status of the subcontractor's certification by DSBS (for the M/WBE, EBE and LBE programs). M/WBE, EBE and LBE firms must be certified by DSBS in order to be counted by the agency toward goals. Prime contractors must indicate the certification status of the proposed subcontractor. If "Application Pending" or "Intends to Apply" are checked by the prime contractor, the agency should contact DSBS to determine if the subcontractor can be approved.

After completing the approval process and entering the data into FMS, the agency should periodically use FMS reports to track the prime contractor's compliance with M/WBE goals.

**CITY OF NEW YORK  
SUBCONTRACTOR APPROVAL FORM**

Column on left indicates whom that section is to be completed by.

**PRIME CONTRACT INFORMATION**

AGENCY

<b>Agency:</b>	<b>Unit/Div:</b>
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	
Contract Subject to a Project Labor Agreement (PLA) <input type="checkbox"/>	

**PRIME CONTRACTOR IDENTIFICATION**

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	

**SUBCONTRACTOR INFORMATION**

PRIME CONTACTOR

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approx Subcontract Value: \$	Approx Start Date / /	Approx End Date / /
Subcontractor Signed Letter of Assent <input type="checkbox"/> (If Prime Contract is subject to a Project Labor Agreement)		
Subcontractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> or LBE <input type="checkbox"/> (check all that apply & note status below)		
YES <input type="checkbox"/>	Application Pending <input type="checkbox"/>	Intends to Apply <input type="checkbox"/> NO <input type="checkbox"/>
Subcontractor Prevailing Wage or Living Wage Statement (if applicable) <input type="checkbox"/>		
Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.		
Signature _____	Title _____	
Print Name _____	Date _____	

**AGENCY PRELIMINARY REVIEW  
PLEASE SEE PAGE 2 FOR INSTRUCTIONS**

AGENCY

Agency Preliminary Review Completed By: _____	Date _____				
1. VENDEX <input type="checkbox"/>	2. Employment <input type="checkbox"/>	3. References <input type="checkbox"/>	4. PLA <input type="checkbox"/>	5. Apprenticeship <input type="checkbox"/>	6. Licenses <input type="checkbox"/>

**PRIME CONTRACTOR RESPONSE**

PRIME CONTACTOR

For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.

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

**AGENCY FINAL RESPONSE**

AGENCY

Final Agency Approval:      Granted <input type="checkbox"/> Denied <input type="checkbox"/>
Signature: _____      Date _____

**CITY OF NEW YORK  
SUBCONTRACTOR APPROVAL FORM**

Page 2

Prime Vendor Preliminary Review Follow-up Instructions

After completing the Preliminary Review, the agency will mark, on Page 1, the box for any item requiring follow-up and return the form to the Prime Vendor. The Prime Vendor should follow the instructions below for each of the boxes checked in the Agency Preliminary Review on Page 1, and return the form to the agency with any required documentation.

1. VENDEX

If Box 1 (VENDEX) is checked, the agency has granted preliminary approval, and determined that the subcontractor is required to file VENDEX Questionnaires with the Mayor's Office of Contract Services. A VENDEX Vendor Questionnaire and Principal Questionnaire must be filed where the subcontract dollar amount is  $\geq$  \$100,000 or where the aggregate business with the City is  $\geq$  \$100,000 during the preceding twelve months. The VENDEX Questionnaires and Guide can be downloaded from <http://www.nyc.gov/html/selltonyc/html/tocvendex.html>.

2. Employment

If Box 2 (Employment) is checked, the subcontractor must complete a Division of Labor Services (DLS) Construction Employment Report. A subcontractor selected to perform work on a construction project funded or assisted by the City of New York must complete a DLS Construction Employment Report if the subcontract dollar amount  $>$  \$750,000. For construction projects funded in whole or in part by the federal government, a DLS Construction Employment Report must be completed if the proposed subcontract value  $>$  \$10,000. For non-construction goods/services subcontracts  $>$  \$100,000, employment reports are required for any subcontractor with  $>$  50 employees, and a certificate is required for those with fewer employees.

3. References

If Box 3 (References) is checked, you as the prime contractor must provide references with respect to the subcontractor's ability to perform, consisting of a list of three completed comparable projects. References shall include a full description/location of each project, scope of work, value of project, and the names and phone numbers of owners, architect or engineer who supervised the work. Please attach your documentation to your response.

4. PLA

If Box 4 (PLA) is checked, you as the prime contractor must obtain signed Letter of Assent from the subcontractor which demonstrates that the subcontractor agrees to the terms of the PLA. Please attach the subcontractor's signed Letter of Assent to your response.

5. Apprenticeship

If Box 5 (Apprenticeship) is checked, you as the prime contractor must provide the agency with proof that the subcontractor maintains an apprenticeship agreement appropriate for the scope of work to be performed, that the apprenticeship agreement has been registered with and approved by the New York State Commission of Labor, and that the program has three years of current, successful experience in providing career opportunities.

6. Licenses

If Box 6 (Licenses) is checked, you as the prime contractor must document that the subcontractor has all required licenses. Please attach your documentation to your response.

**CITY OF NEW YORK  
SUBCONTRACTOR PROFILE FORM**

**TO BE COMPLETED BY SUBCONTRACTOR**

INSTRUCTIONS TO PRIME CONTRACTOR

A Subcontractor Profile Form must be completed by EACH subcontractor that will perform on the contract. Make additional copies of this form as needed.

PRIME CONTRACTOR NAME	<input type="checkbox"/> EIN #	<input type="checkbox"/> SSN
DEP CONTRACT #	REGISTRATION #	

SUBCONTRACTOR NAME	<input type="checkbox"/> EIN #	<input type="checkbox"/> SSN
SUBCONTRACTOR BUSINESS ADDRESS		
Number	Street	Borough/City
		State
		Zip
SUBCONTRACTOR BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		
Number	Street	Borough/City
		State
		Zip
SUBCONTRACTOR TELEPHONE ( ) _____		
SUBCONTRACTOR AMOUNT \$ _____		
DESCRIPTION OF SUBCONTRACT AND LOCATION		

FORM COMPLETED BY	Name (PRINT) of Subcontractor's Representative	Title
	Signature	Date

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That we,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal" and

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\$ \_\_\_\_\_.

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full.

## PAYMENT BOND

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

- a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any Contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project, and
- b) Materials and supplies (whether incorporated in the permanent (construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be null and void; otherwise to remain in full force and effect. This bond is subject to the following additional conditions, limitations and agreements:
- c) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.
- d) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.
- e) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or otherwise, obtained against either or both of them by a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- f) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

## PAYMENT BOND

g) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself/herself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, MATERIALMAN and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

PAYMENT BOND

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

(SEAL) \_\_\_\_\_ (L.S.)  
Principal  
By: \_\_\_\_\_

(SEAL) \_\_\_\_\_  
Surety  
By: \_\_\_\_\_

BOND PREMIUM RATE: \_\_\_\_\_

BOND PREMIUM COST: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

PAYMENT BOND

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_,

before me personally came \_\_\_\_\_

to me known, who, affirms or 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 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 name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_,

before me personally appeared \_\_\_\_\_

to me known and known to me to be one of the members of the firm

of: \_\_\_\_\_

described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**PAYMENT BOND**

**ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

before me personally appeared \_\_\_\_\_ 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 or Commissioner of Deeds

Each executed bond should be accompanied by:

- a) appropriate acknowledgments of the respective parties;
- b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety;
- c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and
- d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

**AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES**

Performance Bond Greater Than \$5 Million

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS;

That we, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"

and, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

WIIEREAS, The Principal is about to enter, or has entered, into a Contract in writing with the City for

\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

## Performance Bond Greater Than \$5 Million

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**IN WITNESS WHEREOF**, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

(Seal) By \_\_\_\_\_  
Surety

By \_\_\_\_\_

# Performance Bond Greater Than \$5 Million

(Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_.

Bond Premium Rate \_\_\_\_\_.

Bond Premium Cost \_\_\_\_\_.

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond Greater Than \$5 Million

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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 \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

# Performance Bond Greater Than \$5 Million

## ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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 \_\_\_\_\_

\_\_\_\_\_, and that he/she is the individual whose name is  
subscribed to the within instrument and acknowledged to me that by his/her signature on the  
instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

**PERFORMANCE BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS:**

That we, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"

and, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**WHEREAS**, The Principal is about to enter, or has entered, into a Contract in writing with the City for

\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

**IN WITNESS WHEREOF**, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

(Seal) By \_\_\_\_\_  
Surety

By \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_.

Bond Premium Cost \_\_\_\_\_.

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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 \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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 \_\_\_\_\_

\_\_\_\_\_, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

SCHEDULE A  
GENERAL CONDITIONS TO  
NYC HOUSES REHABILITATION PROGRAM CONTRACT

(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

<u>CONTRACT VALUE</u>	Requirements contract not to exceed \$30,000,000
<u>INFORMATION FOR BIDDERS</u>  Bid Bond	\$1,500,000
<u>ADDRESS FOR NOTICES TO BE SENT TO THE DEPARTMENT</u>  All notices sent to the Department pursuant to this Contract shall be addressed to the address to the right.	Agency Chief Contracting Officer Department of Environmental Protection 59-17 Junction Blvd Flushing, New York 11373
<u>CONTRACT ARTICLE 3. LOCATION OF THE WORK</u>  Work shall be assigned to the Contractor on Dwellings located in the region indicated to the right. Work may be assigned to the Contractor in additional regions.	Region _____  [To be filled in by DEP.]
<u>CONTRACT ARTICLE 3. TERM</u>	The date of registration pursuant to Charter section 328 through May 31, 2015

<p align="center"><u>CONTRACT ARTICLES 3B, 15, 17 &amp; 24.</u> <u>LIQUIDATED DAMAGES</u></p> <p>(a) If the Contractor fails to complete the Detailed Scope of Work for a Job Order within the Job Order Completion Time 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> <p>(b) If the Contractor fails to list a Subcontractor and/or to report Subcontractor payments beyond the time frames set forth herein or in the notice from the City, the Contractor shall pay the City the amount indicated to the right.</p> <p>(c) If the Contractor fails to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice of Joint Scope Meeting, Contractor shall pay the amount indicated to the right.</p> <p>(d) If the Contractor fails to arrive at the appointment to review maintenance and guaranty Work within 30 minutes of the scheduled time, Contractor shall pay the amount indicated to the right.</p>	<p>(a) \$500.00 for each consecutive calendar day over Job Order Completion Time</p> <p>(b) \$100 per day for each day beyond the time frames set forth herein or in the notice from the City.</p> <p>(c) \$500 for arriving late or not attending the Joint Scope Meeting.</p> <p>(d) \$500 for arriving late or not attending the appointment to review maintenance and guaranty Work.</p>
<p align="center"><u>ARTICLE 20</u> <u>PERFORMANCE AND PAYMENT BONDS</u></p>	<p align="center">100% of the contract value (\$30,000,000)</p>
<p align="center"><u>CONTRACT ARTICLE 22.</u>  (Per Directions Below)</p>	
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>MAINTENANCE &amp; GUARANTY PERIOD</u></p>	<p>1 Year after Final Acceptance of the Contractor's final Job Order</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>SECURITY FOR MAINTENANCE &amp; GUARANTY</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its Job Order Request, the City shall withhold a sum equal to the percentage of the Job Order price indicated to the right.</p>	<p>1% of the value of the Job Order certified for payment in all Job Order Requests.</p>

CONTRACT ARTICLE 75.  
COMPENSATION TO BE PAID TO  
CONTRACTOR

Pursuant to Article 75, for each satisfactorily completed Job Order, the Contractor shall be paid the sum of the Unit Prices multiplied by the Unit Price Adjustment Factor plus the Non-Prepriced Items multiplied by the Adjustment Factor for Non-Prepriced Items.

\_\_\_\_\_ . \_\_\_\_\_ Unit Price Adjustment Factor

\_\_\_\_\_ . \_\_\_\_\_ Adjustment Factor for Non-Prepriced Items

[To be filled in by DEP based on the winning bid.]

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. 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 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 insureds 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, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability    Art. 22.1.1</p>	<p>\$5,000,000 per occurrence</p> <p>\$10,000,000 per project aggregate applicable to this Contract</p> <p>\$10,000,000 completed operations (required for three years after Final Completion of Contractor's last Job Order)</p> <p>Additional Insureds:</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 Homeowners.</p>
<p>■ Workers' Compensation            Art. 22.1.2                  ■ Disability Benefits Insurance    Art. 22.1.2                  ■ Employers' Liability                Art. 22.1.2</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><u>Note:</u> 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 (4) 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>

<p>■ Commercial Auto Liability</p>	<p>Art. 22.1.3</p>	<p>\$1,000,000 per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>
<p>■ Contractors Pollution Liability</p>	<p>Art. 22.1.4</p>	<p>\$3,000,000 per occurrence</p> <p>\$3,000,000 aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> <li>1. City of New York, including its officials and employees, and</li> <li>2. all Homeowners.</li> </ol>

SCHEDULE A  
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)  
(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART III. BROKER'S CERTIFICATION

[Note to Contracting Agency: 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.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Email address of broker (typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

State of .....

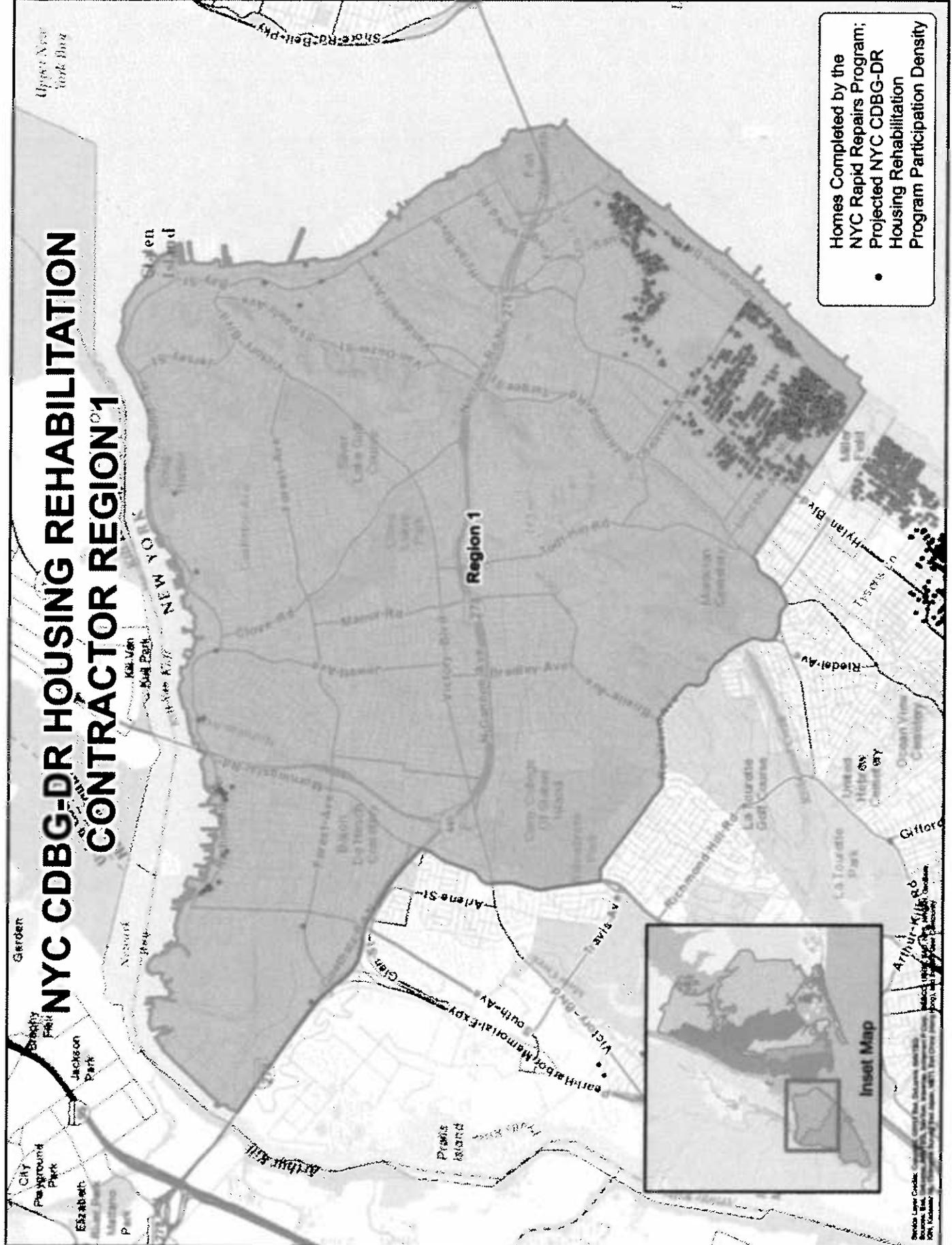
) ss.:

County of .....

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

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 1



Homes Completed by the  
NYC Rapid Repairs Program;  
• Projected NYC CDBG-DR  
Housing Rehabilitation  
Program Participation Density

Map Data: City of New York, Department of City Planning, 2011. All rights reserved. City of New York, Department of City Planning, 2011. All rights reserved. City of New York, Department of City Planning, 2011. All rights reserved.

















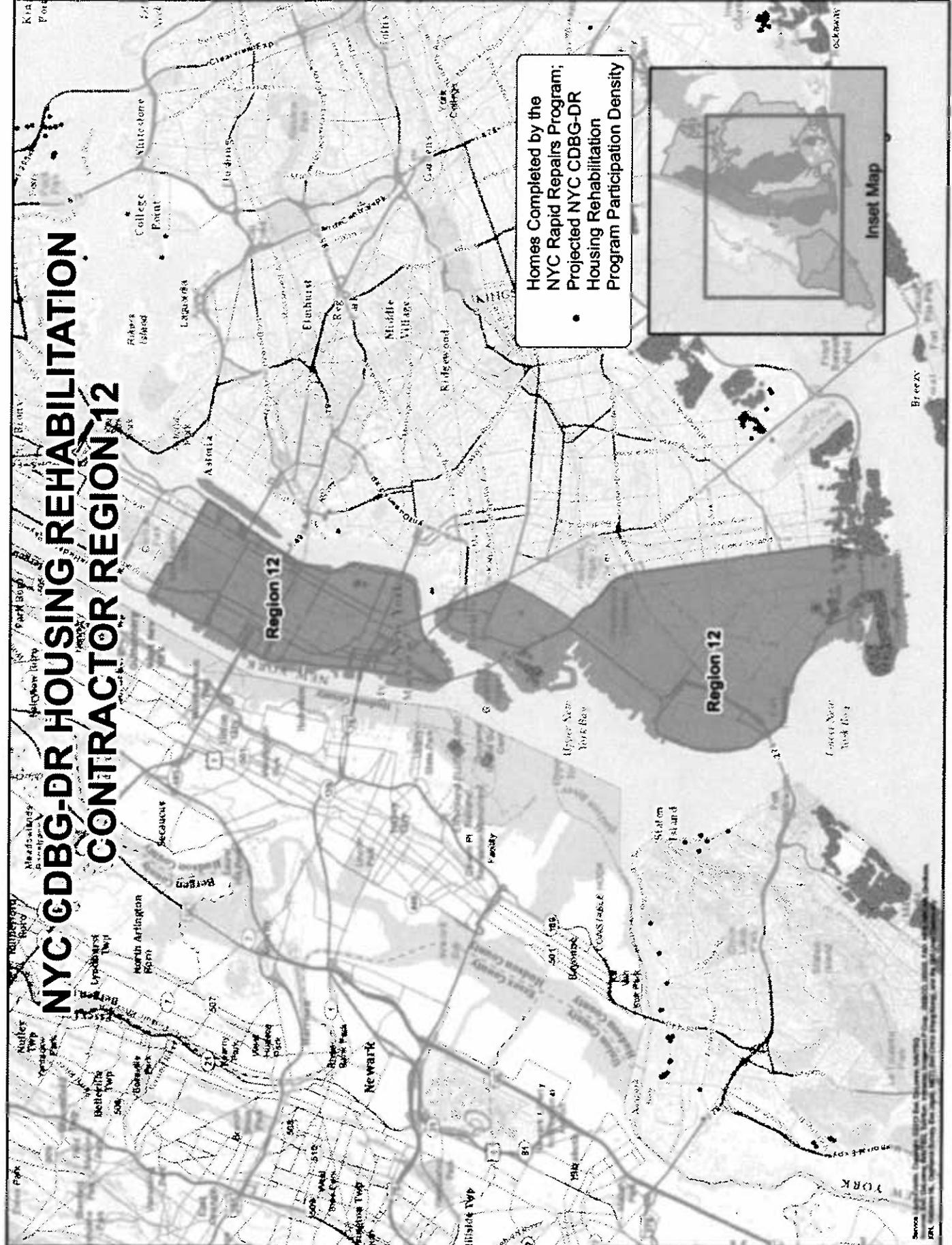
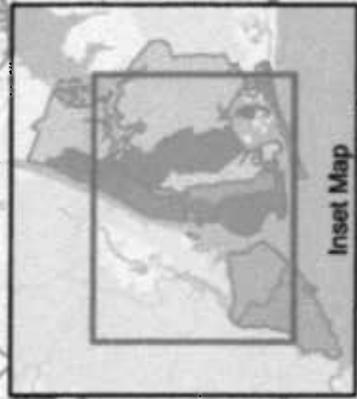




# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 12

Homes Completed by the  
NYC Rapid Repairs Program;  
Projected NYC CDBG-DR  
Housing Rehabilitation  
Program Participation Density

- 



Source: NYC Department of Housing Preservation and Development, 2010-2011  
NYC Department of Housing Preservation and Development, 2010-2011  
NYC Department of Housing Preservation and Development, 2010-2011

SECTION J

SCHEDULE B – SUBCONTRACTOR UTILIZATION PLAN

## 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 Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.**

**The Contractor must comply with all applicable M/WBE requirements for this Contract.**

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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 AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page I, line (1)).

The "**Target Subcontracting Percentage**" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at [awasserman@dep.nyc.gov](mailto:awasserman@dep.nyc.gov) or via facsimile at (718) 595-3221. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section II below.

4. If **Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 VENDOR HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where a Subcontractor 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. **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) where 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 of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission.** 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7<sup>th</sup> floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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) where 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) 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;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) 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;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) 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.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE 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 **Subcontractor Participation Goals** have been established for 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 Subcontractor 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 Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required **Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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 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), 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

02/11

making of a false or fraudulent statement by an MBE 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 Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the 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 #: \_\_\_\_\_

CONTRACT: HRP-JOC



LIST REGION:

THE CITY OF NEW YORK

**SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency’s Target**

**This page to be completed by contracting agency**

**Contract Overview**

<b>E-PIN</b>	i	<b>Project/Program</b>					
<b>Procurement Description</b>	NYC Houses Rehabilitation Program						
<b>Contracting Agency</b>	DEP						
<b>Agency Address</b>	96-05 Horace Harding expressway	City	Flushing	State	NY	Zip Code	11373
<b>Contact Person</b>	Susan Rosenstadt	<b>Title</b>	Project Manager				
<b>Telephone #</b>	718-595-6019	<b>Email</b>	SRosenstadt@dep.nyc.gov				

**Project Description** *(attach additional pages if necessary)*

The rehabilitation of one- to four-family homes that were damaged by Hurricane Sandy and are accepted into the New York City Houses Rehabilitation Program ("HRP"). The work on homes requires general home improvement repairs and may also require removal and remediation of mold, lead, and asbestos and raising/elevating homes

- (1) ✓ **Target Subcontracting Percentage**  
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. 50 %

**Subcontractor Participation Goals**

*Complete and enter total for each Construction or Professional Services, or both (if applicable)*

Group	Construction			Professional Services		
Black American		%			%	
Hispanic American		%			%	
Asian American		%		No Goal		
Caucasian Female	No Goal				%	
<b>Total Participation Goals</b>	(2)	31 %		(3)	%	

## SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.**

Bidder/proposer  AFFIRMS or  DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer  AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

DOES NOT AFFIRM

### Section I: Prime Contractor Contact Information

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_ Email \_\_\_\_\_

### Section II: General Contract Information

1. Define the industry in which work is to be performed.

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.

This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.

- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one):      b. Type of work on Subcontract (Check all that apply):

Construction     Professional Services       Construction     Professional Services     Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? \_\_\_\_\_ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?       Yes     No

### Section III: Subcontractor Utilization Summary

**IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).**

Step 1:	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	\$ _____	÷ \$ _____	x 100 = _____ %
<ul style="list-style-type: none"> <li>• <b>Subcontracts under \$1M (construction/professional services):</b> Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.</li> <li>• <b>Total Bid/Proposal Value:</b> Provide the dollar amount of the bid/proposal.</li> <li>• <b>Calculated Target Subcontracting Percentage:</b> The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. <b>This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).</b></li> </ul>			

Tax ID #: \_\_\_\_\_

E-PIN: \_\_\_\_\_

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

### SCHEDULE B – cont.

**Step 2:**

Calculate value of subcontractor participation goals

		<b>Subcontracts under \$1M</b> (construction/professional services)	
<b>a.</b>	Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services	\$ _____	
		↓	↓
<b>b.</b>	<ul style="list-style-type: none"> <li>• From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services.</li> <li>• If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.</li> <li>• Amounts listed on these lines should add up to the value from line a.</li> </ul>	<b>Construction</b>	<b>Professional Services</b>
<b>Subcontracts under \$1M by Industry</b>		\$ _____	\$ _____
		↓	↓
<b>c.</b>	<ul style="list-style-type: none"> <li>• For Construction enter percentage from line (2) from Page 1.</li> <li>• For Professional Services enter percentage from line (3) from Page 1.</li> <li>• <b>Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).</b></li> </ul>	Total Participation Goals x _____ %	x _____ %
<b>d.</b>	Value of Total Participation Goals	\$ _____	\$ _____

**Step 3:**

**Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

*Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor*

*Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor*

**Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

### Section IV: Vendor Certification and Required Affirmations

*I hereby 1) acknowledge my understanding of the MWBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, as the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the MWBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of MWBEs so as to meet the Total Participation Goals unless modified by the Agency.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

**SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE**

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

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

Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_

E-PIN (for this procurement) 82613B0040 Type of work on Prime Contract (Check one): Type of work on Subcontract (Check all that apply):

- Construction  Construction  Other  
 Professional Services  Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)

\_\_\_\_\_ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

\_\_\_\_\_ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

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

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other \_\_\_\_\_

**References**

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)

CONTRACT NO.	AGENCY	DATE COMPLETED
_____	_____	_____
_____	_____	_____
_____	_____	_____

List 3 most recent contracts/subcontracts performed for other agencies/entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK	AGENCY/ENTITY	DATE COMPLETED
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____

**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: \_\_\_\_\_



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

Mail to: NYC Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 - Attention: EFT, or  
Fax to: EFT at 212-361-7058 or 212-361-7063

ENROLLMENT

MODIFICATION

**INSTRUCTIONS:** Please check only one of the two boxes above. Check the Enrollment box to sign up for EFT. Check the Modification box if you are currently enrolled and are making changes to the Vendor and/or Financial Institution information you have already submitted.

The person completing this form must be an individual who can authorize changes related to SECTION II - FINANCIAL INSTITUTION INFORMATION. **The Person signing this form in Section III must be the same Contact Person in Section I.**

Please complete all sections of this Enrollment Form and attach a voided check, a copy of an encoded deposit slip that includes an imprinted vendor's name, the first page of a bank statement OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments.

**Note:** Your application cannot be processed without this documentation. See the reverse side for more information and instructions.

## SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER:  
(AS IT APPEARS ON W-9 FORM)

2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):

3. VENDOR'S ADDRESS (FOR EFT ENROLLMENT PURPOSES):

4. VENDOR'S EMAIL ADDRESS:

5. CONTACT PERSON'S NAME:

6. CONTACT TELEPHONE NUMBER:

## SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:

2. ACCOUNT NAME:

3. BANK NAME:

4. BANK BRANCH ADDRESS:

5. BANK 9-DIGIT ROUTING NUMBER:  
(LOCATED AT THE BOTTOM OF CHECK)

6. ACCOUNT TYPE - MUST BE EITHER CHECKING OR SAVINGS:  
(CHECK ONE BOX ONLY)

CHECKING

SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:

8. TELEPHONE NUMBER:

## SECTION III - VENDOR SIGNATURE

1. VENDOR SIGNATURE - MUST BE THE SAME CONTACT PERSON FROM SECTION I

2. DATE mm/dd/yyyy

# 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 212-361-7058 or 212-361-7063.

**This completed form can be saved to your computer. Please retain a copy for your records.**

## SECTION I - VENDOR INFORMATION

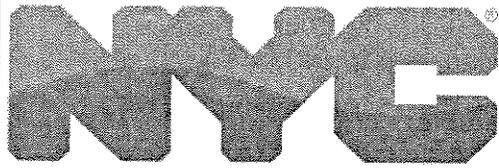
1. Enter the vendor's social security number or taxpayer ID, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's email address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. The contact person must be authorized to make changes in the Financial Institution Information below in Section II. (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. Bank name
4. Bank address
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.

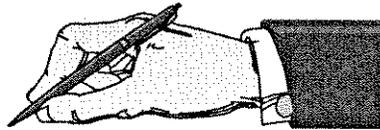
## SECTION III - VENDOR SIGNATURE

Sign and date where indicated. **Note: The person signing this form must be the same contact person as stated in Section I.**



**Environmental  
Protection**

**CONSTRUCTION CONTRACT**



**NYC HOUSES REHABILITATION PROGRAM  
INFORMATION FOR BIDDERS**

**Carter H. Strickland, Jr.**  
Commissioner

**Mary F. Pazan**  
Agency Chief Contracting Officer

59-17 Junction Boulevard, Flushing, New York 11373

**TABLE OF CONTENTS**

1. DESCRIPTION AND LOCATION OF WORK..... 4  
1A. PROCUREMENT POLICY BOARD RULES..... 4  
1B. FORM OF INVITATION TO BID DOCUMENTS ..... 4  
1C. BID SUBMISSION REQUIREMENTS ..... 4  
2. TIME AND PLACE FOR RECEIPT OF BIDS ..... 5  
3. DEFINITIONS ..... 5  
4. INVITATION FOR BID DOCUMENTS..... 5  
5. PRE-BID CONFERENCES..... 6  
6. AGENCY CONTACT ..... 7  
7. BIDDER'S OATH ..... 7  
8. BLANK ..... 7  
9. EXAMINATION OF PROPOSED CONTRACT ..... 7  
10. FORM OF BIDS (Also see Invitation For Bid)..... 7  
11. BLANK ..... 8  
12. IRREVOCABILITY OF BID ..... 8  
13. ACKNOWLEDGMENT OF AMENDMENTS..... 8  
14. BID SAMPLES AND DESCRIPTIVE LITERATURE ..... 8  
15. PROPRIETARY INFORMATION / TRADE SECRETS ..... 8  
16. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS ..... 9  
17. BID EVALUATION AND AWARD..... 9  
18. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS..... 9  
19. WITHDRAWAL OF BID ..... 10  
20. MISTAKES IN COMPETITIVE SEALED BIDS FOR PUBLIC PROJECTS ..... 10  
21. LOW TIE BIDS ..... 11  
22. REJECTION OF BIDS ..... 11  
23. RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD..... 11  
24. FEDERALLY FUNDED CONTRACT..... 11  
25. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY ..... 12  
26. VENDEX QUESTIONNAIRE..... 12  
27. AUDIT BY THE COMPTROLLER..... 12  
28. BID, PERFORMANCE, AND PAYMENT SECURITY..... 12  
29. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY ..... 13  
30. POWER OF ATTORNEY ..... 13  
31. BIDDER RESPONSIBILITY AND QUALIFICATIONS..... 13  
32. EMPLOYMENT REPORTS (DEPARTMENT OF BUSINESS SERVICES) ..... 13  
33. BLANK ..... 14  
34. INSURANCE..... 14  
35. LOCAL RESOURCES ..... 14  
36. BLANK ..... 14  
37. TAX..... 14  
38. LICENSES AND PERMITS ..... 14  
39. MINIMUM WAGE ..... 14  
40. BLANK ..... 15  
41. BLANK ..... 15  
42. COMPTROLLER'S CERTIFICATE..... 15  
43. BLANK ..... 15  
44. BLANK ..... 15  
45. PROMPT PAYMENT ..... 15

THIS PAGE INTENTIONALLY BLANK

## **NOTICE TO BIDDERS**

**The pages of this document are numbered consecutively. Prospective bidders must examine the documents carefully. Before bidding, prospective bidders must notify the Agency Chief Contracting Officer, in writing, that pages are missing and request that these missing pages be furnished to them.**

The New York City Procurement Policy Board ("PPB") had made extensive changes to the numbering system of the PPB Rules (the "Rules"), changes which became effective on September 1, 1998, and which resulted in a substantial renumbering of the Rules. In September, 1999, a revised edition of the Rules was published wherein additional changes were made to Section Numbers. Further, since that time, there have been amendments to the Rules. The Chapter and/or Section Numbers that are cited or referred to in the Contract (including the Invitation For Bid, and Contract Specifications) contained herein may not reflect the new Chapter and/or Section Numbers, and thus, in some instances, the Chapter and/or Section Numbers will be inaccurate. For purposes of determining the correct Chapter and Section Number of a PPB Rule being cited in a particular Contract provision, bidders are referred to the PPB Rule that address the subject matter indicated in that Contract provision.

In these specifications, wherever certification by, or membership in, a nongovernmental entity or organization is required, this shall mean such certification or membership or possession of equivalent qualifications or characteristics as determined by the Engineer, is required. The foregoing shall not be construed to be a waiver of any legally required Federal, State or local certification or licensing requirement, nor shall it apply where certification by the manufacturer of materials or equipment is called for.

## Information for Bidders

---

### 1. DESCRIPTION AND LOCATION OF WORK

This Contract is for the rehabilitation of one- to four-family homes that were damaged by Hurricane Sandy and are accepted into the New York City Houses Rehabilitation Program ("HRP"). The work on homes requires general home improvement repairs and may also require removal and remediation of mold, lead, and asbestos and raising/elevating homes.

The homes are located in one of 12 HRP regions throughout the City. Each bid is for one region. Beginning two months after the issuance of the Notice to Proceed, the City will assign job orders to the Contractor for work on individual homes in the region. The Contractor will be expected to complete at least 90 job orders during each three month period. The Contractor may be asked to perform work in any region in the City, regardless of the region awarded to the Contractor.

This Contract is being procured by the City and funded by the federal Department of Housing and Urban Development under the Community Development Block Grant Disaster Relief Program. Because it is a federally funded contract, work will include preparing and submitting reports and other federally required documents and compliance with federal law. See Appendix B and the Hurricane Sandy CDBG-DR Appendix for special federal requirements.

#### 1A. PROCUREMENT POLICY BOARD RULES

This Invitation For Bid is subject to the Procurement Policy Board of the City of New York (the "PPB Rules"). In the event of a conflict between said PPB Rules and a provision of this Invitation For Bid, the PPB Rules shall take precedence.

#### 1B. FORM OF INVITATION FOR BID DOCUMENTS

All of the documents listed in Section 4 of this Information for Bidders are included on a CD-Rom (and are available for download from the City Record) except for the Information for Bidders (this document) and the Invitation for Bid. The Information for Bidders and the Invitation for Bid documents are provided in hard copy. **All CD-Roms and paper documents for all 12 HRP regions are uniform;** therefore, a Bidder who wishes to bid on multiple regions needs only one CD-Rom and one set of paper documents (and should photocopy the bid documents as necessary).

#### 1C. BID SUBMISSION REQUIREMENTS

The following forms, which are provided to the Bidders in hard copy, are to be completed and submitted with the bid:

1. Bid Form
2. Bid Bond

In addition, the apparent lowest bidder is required to submit the following within 24 hours of request by DEP:

1. **To the Mayor's Office of Contract Services (at the address specified in the request):** A signed and complete VENDEX Questionnaire or Certificate of No Change Form.
2. **To DEP:** A Bidder's Qualifications Statement that

- a) Demonstrates the bidder's capacity to complete 30 home repairs per month including a portion requiring elevation/raising. The statement must include an approximation of labor and trade needs to repair damaged homes matched with availability of labor on team, including major subcontractors;
  - b) Provides three references relating to bidder's previous work on housing development projects. References must include the description of the project, the number of homes completed, total revenue, owner, and contact information; and
  - c) Demonstrates the bidder's financial capacity. Bidder shall include a full set of financial statements, reviewed or audited by a Certified Public Accountant within the last six months or accompanied by the bidder's certificate if the review is more than six months but less than one year old. Bidder shall include a letter of assurance from its bonding company stating that it will provide \$30,000,000 in performance and payment bonds if the bidder is awarded the contract. (If the bidder is bidding on multiple contracts, the letter must state the maximum the bonding company will provide in bonds. The HUD regulations require performance and payment bonds for 100% of the value of the contract(s); bidder will not be awarded multiple contracts unless the letter states that bonds in the amount required by HUD will be provided.)
3. **To DEP:** A confirmation that the Bidder submitted a VENDEX Questionnaire or Certificate of No Change Form to the Mayor's Office of Contract Services.

A bidder that fails to submit the required VENDEX Questionnaire or Certificate of No Change within 24 hours of DEP's request may be deemed non-responsive. It is strongly recommended that a bidder submit a full and completed VENDEX Questionnaire or Certificate of No Change Form prior to submitting a bid.

**Non - compliance with any of the above bid submission requirements may result in a rejection of the bid.**

## **2. TIME AND PLACE FOR RECEIPT OF BIDS**

Sealed bids will be received by the *Department of Environmental Protection, Contract Management Office, 59-17 Junction Blvd. 17th Floor, Corona, New York 11368*, on the day and at the time specified in the Invitation for Bid Cover page. Bids will be publicly opened and read aloud in the presence of the Commissioner, or his/her representatives, and any bidder who may desire to be present.

## **3. DEFINITIONS**

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bid.

## **4. INVITATION FOR BID DOCUMENTS**

- a) **DOCUMENTS TO BE INCLUDED.** Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation For Bid:
  1. The Advertisement and Information for Bidders.
  2. The Invitation For Bid (the Bid).

**Information for Bidders**

---

3. The Contract (also referred to as the "Agreement").
  4. Schedule A (including maps of the regions).
  5. Appendix B (Supplementary General Conditions For use with Procurement Contracts and Subrecipient Agreements which provide for an Eligible Activity Funded in Whole or in Part Under Title I of the Housing and Community Development Act of 1974).
  6. Hurricane Sandy CDBG-DR Appendix.
  7. The General Requirements and Specifications and Unit Price Book.
  8. Environmental Health and Safety Requirements.
  9. All Addenda issued by the Commissioner prior to the receipt of bids.
  10. All provisions required by law to be inserted in this Contract whether actually inserted or not.
  11. The Notice of Award.
  12. Performance and Payment Bonds.
  13. The Tri-Party Contract to be executed by the City, Contractor, and Homeowner.
  14. Notice to Proceed with Work (also known as the Commence Work Letter).
  15. The Broker's Certification.
  16. Local Law No. 30 and 33 of 2012 Notice (elsewhere referred to as the Whistleblower Protection Expansion Act Notice).
  17. Iran Divestment Act Compliance Rider and Bidder's Certification of Compliance.
  18. Electronic Funds Transfer Form.
  19. Local Law 129 of 2005 Notice to all Prospective Contractors and Subcontractor Utilization Plan (also called "Schedule B").
- b) GENERAL REQUIREMENTS AND SPECIFICATIONS. For particulars as to this procurement, including description of the work to be performed and any other special instructions, prospective bidders are referred to the Contract and General Requirements and Specification sections.
- c) DEPOSIT FOR COPY OF INVITATION FOR BID DOCUMENTS. *Prospective bidders may obtain a copy of the Invitation For Bid Documents by complying with the conditions set forth in the City Record Advertisement for Bids. The deposit required must be in the form of a money order or certified check, made payable to the order of the City of New York, and drawn upon a State or National bank or trust company, or of a check of such bank or trust company signed by a duly authorized officer thereof.*
- d) RETURN OF INVITATION FOR BID DOCUMENTS. All Invitation For Bid documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, Invitation For Bid documents shall be returned to the Department along with a statement that no bid will be submitted.
- e) RETURN OF DEPOSIT. Such deposit will be returned within 30 days after the award of the Contract or the rejection of all bids as set forth in the advertisement provided the Invitation For Bid documents are returned to the Contract Management Office in physical condition satisfactory to the Commissioner.
- f) ADDITIONAL COPIES. Additional copies of the Invitation For Bid may be obtained, subject to conditions as set forth in the Advertisement for Bids.

**5. PRE-BID CONFERENCES**

One pre-bid conference will be held at the time and place and on the date set forth in the in the Invitation For Bid. The attendance of the pre-bid conference is *strongly recommended*.

Nothing stated at the pre-bid conference shall change the terms and/or conditions of the Invitation For Bid unless a change is made by written amendment as provided in Section 9, below, and the Procurement Policy Board Rules.

At least 24 hours before the date of the pre-bid conference, please notify the Agency Contact, listed on the *Cover Page*, of the number of representatives from your firm that will attend the conference.

**6. AGENCY CONTACT**

Any questions or correspondence relating to this bid solicitation shall be addressed to the following Agency Contact Person specified on the *Cover Page*.

**7. BIDDER'S OATH**

- a) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified, by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- b) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City Contracts as well as be subject to possible criminal prosecution.

**8. BLANK**

**9. EXAMINATION OF PROPOSED CONTRACT**

- a) **REQUEST FOR INTERPRETATION OR CORRECTION BEFORE BIDDING.** Prospective bidders must examine the Invitation For Bid carefully and, before bidding, must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provisions the Commissioner may decide to include will be issued in writing by the Commissioner as an addendum to the Contract, which will be sent to each person recorded as having received a copy of the Invitation For Bid, and which will also be posted at the place where Invitation For Bid are distributed. Upon such mailing or delivery and posting, such addendum shall become a part of the Contract documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- b) **ONLY THE COMMISSIONER'S INTERPRETATION OR CORRECTION BINDING.** Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.
- c) **SUBCONTRACTOR SOLICITATION.** Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover or a separate information sheet setting forth the project name, the contract number (if available), the contracting agency, and the project's location.

**10. FORM OF BIDS (ALSO SEE OF INVITATION FOR BID)**

The bid must be submitted in an envelope clearly marked on the outside with the number of the HRP region (1-12) being bid on. Each envelope shall contain a bid for only one region. If a bidder chooses to bid on multiple regions, it must submit envelopes containing the required documents for each region. All bid documents submitted in the envelope(s) must clearly identify the HRP region for which the bid(s) is submitted. Each envelope must include:

- a) The bid, on the form prescribed by DEP.
- b) The bid cover sheet.
- c) The name, residence, and place of business of the person or persons making the same.

## **Information for Bidders**

---

- d) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated.
- e) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion or fraud.
- f) A statement that no Councilmember, 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 therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- g) A statement that the bidder is not in arrears to the City or to any agency upon a debt or Contract, or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City or to any agency thereof, except as set forth in the bid.
- h) Bidder's Certification of Compliance with the Iran Divestment Act.
- i) The Acknowledgment of Addenda.
- j) The bid bond.

In a separate envelope, the bidder must submit a completed and signed Subcontractor Utilization Plan/Schedule B – Part II, Bidder Subcontracting Plan. One envelope is requested per HRP region for which the bidder submits a bid; each envelope should clearly identify the region on the outside and indicate that it is the Schedule B Envelope.

**The bid shall be typewritten or written legibly in ink. The bid shall be signed in ink. Erasures or alterations shall be initialed by the signer in ink.**

### **11. BLANK**

### **12. IRREVOCABILITY OF BID**

The Adjustment Factors set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 16 and 19, below.

### **13. ACKNOWLEDGMENT OF AMENDMENTS**

The receipt of any amendment to the Contract documents shall be acknowledged by the bidder on or before on or before the submission of the bid.

### **14. BID SAMPLES AND DESCRIPTIVE LITERATURE**

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

### **15. PROPRIETARY INFORMATION / TRADE SECRETS**

The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the bidder desires to remain confidential shall be clearly indicated by stamping the pages on which such

information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from non-confidential sections of the bid.

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids that are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

**16. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by written notice received by the *Contract Management Office, 59-17 Junction Blvd. 17th Floor, Corona, NY 11368*. Written notices must be received by the Contract Management Office before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

**17. BID EVALUATION AND AWARD:**

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bid, this Contract shall be awarded, if at all, to the lowest responsible bidder whose bid meets the requirements set forth in the Invitation For Bid, and whose bid price is the lowest responsive and responsible bid. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bid. This solicitation is for one of twelve (12) Job Order Contracts for work in 12 geographic regions being bid as part of the overall Job Order Contracting program implemented by the Department. If a Bidder is the apparent low bidder on more than one contract, then the Bidder will be required to show that it has the capacity to perform each of the contracts for which it is the apparent low bidder. If the Department determines that the Contractor does not have the capacity for all such contracts, then the Department will determine which contracts to award to such Contractor based on the overall best interest of the City. The Contract provides that the City may assign Work to the Contractor in regions that are in addition to the region awarded to the Contractor if the Contractor is exceeding performance standards (i.e., completion of Work on 90 houses in a three-month period) in its region and demonstrates the capacity to perform such additional work. The Contractor's bid price on the region awarded to the Contractor will apply to Work outside of the region. If the Contractor is awarded multiple regions, the bid price on the region awarded to the Contractor that is the lowest of each of the awarded regions will apply to Work outside of the awarded regions. Although the City may award any number of regions to a Contractor based on demonstrated capacity, the City anticipates that each Contractor will be awarded one or two regions.

- a) **RESTRICTIONS.** No negotiations with any bidder shall be allowed to take place except under circumstances and in the manner set forth in Section 22 of this Information For Bidders. Nothing in this Section shall be deemed to permit a Contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bid if that bid is not also the most favorable bid.
- b) **NEGOTIATIONS WITH THE APPARENT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.** Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected bidder in an effort to improve the bid to the City with respect to the price only. In the event the apparent lowest responsive and responsible bidder declines to negotiate, the Contracting Officer may elect to either award the contract to the apparent lowest responsive and responsible bidder or may, upon written approval by the Agency Chief Contracting Officer, reject all bids in accordance with the PPB Rules.

**18. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS**

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late

## **Information for Bidders**

---

and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Late bids and modifications shall not be opened until after registration no of the contract.

The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received and may be accepted upon written approval of the Agency Chief Contracting Officer.

### **19. WITHDRAWAL OF BID**

Except as provided for in Section 16 above, a bidder may not withdraw its bid before the expiration of 45 days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.

If, within 60 days after the execution of the Contract, the Commissioner fails to fix the date of the commencement of work by written notice to the bidder, the bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given, and request to withdraw is granted, the bidder waives all claims in connection with this Contract.

### **20. MISTAKES IN COMPETITIVE SEALED BIDS**

A. **Mistakes Discovered Before Bid Opening:** A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 16 above.

B. **Mistakes Discovered After Bid Opening:**

1. Mistakes Where Intended Correct Bid for Construction is Evident

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid documents are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

2. Mistakes Where Intended Correct Bid for Construction is Not Evident

In accordance with General Municipal Law Section 103 sub. 11, mistakes may not be corrected after bid opening. Unless otherwise required by law, the sole remedy for a bid mistake discovered after bid opening in accordance with this Section shall be withdrawal of that bid, and return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the contract to the next lowest bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited. Where a unilateral error or mistake is discovered in a low bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- i) The mistake is known or made known to the agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
- ii) The price bid was based on an error of such magnitude that enforcement would be unconscionable; and
- iii) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- iv) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, which unintentional arithmetic error or

unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid, sought to be withdrawn; and

- v) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

## **21. LOW TIE BIDS**

- a) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bid, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
  - i) Award to a certified New York City small, minority, or woman owned business entity bidder;
  - ii) Award to a New York City bidder;
  - iii) Award to a certified New York State small, minority, or woman owned business entity bidder;
  - iv) Award to a New York State bidder.
- b) If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

## **22. REJECTION OF BIDS**

- a) Rejection of Individual Bids. The Agency may reject a bid if:
  - i) The bidder fails to furnish any of the information required pursuant to Section 26 or 31 hereof; or if
  - ii) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
  - iii) The bidder is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
  - iv) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive.
- b) REJECTION OF ALL BIDS. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of the City to do so.

## **23. RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD**

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

## **24. FEDERALLY-FUNDED CONTRACT**

This Job Order Contract is funded by a grant from the federal government. Contractors will be required to

## Information for Bidders

---

comply with federal requirements in Appendix B and the Hurricane Sandy CDBG-DR Appendix. Costs for compliance with any of the requirements in Appendix B and the Hurricane Sandy CDBG-DR must be incorporated into the bidder's bid.

### 25. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

This Invitation For Bid is subject to applicable provisions of Federal, State, and Local Laws and executive orders requiring affirmative action and equal employment opportunity, including New York City Local Law No. 129 of 2005. Local Law 129 is New York City's program for participation by minority-owned and women-owned business enterprises (M/WBEs) in City procurement. Specific requirements of M/WBE participation for this Contract are set forth in the Subcontractor Utilization Plan.

### 26. VENDEX QUESTIONNAIRE

Pursuant to Administrative Code §6-116.2 and the New York City Procurement Policy Board Rules (9 RCNY § 5-02), the apparent lowest bidder is required to submit a completed VENDEX questionnaires within 24 hours of DEP's request to the Mayor's Office of Contract Services. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the Agency Contact Person for this contract.

### 27. AUDIT BY THE COMPTROLLER

The New York City Comptroller is charged with the audit of Contracts in New York City. Any vendor who believes that there has been unfairness, favoritism, or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212) 669-2797.

### 28. BID, PERFORMANCE, AND PAYMENT BOND

- a) **BID SECURITY.** Contractor must submit a bid bond in the amount of \$1,500,000 issued by a surety company that is authorized to do business in the State of New York. **No bid will be considered which is not accompanied by the Bid Bond. The Bid Bond shall assure the City and the Agency of the adherence of the bidder to its bid, and the execution of the contract, in a form as annexed hereto, if bid is accepted.**
- b) **PERFORMANCE SECURITY.** Pursuant to 24 CFR section 85.36(h)(2) &(3), performance and payment bonds are required in the full amount of the contract value. Contractor shall obtain performance and payment bonds for not less than \$30,000,000 (thirty million dollars). The performance and payment bonds shall be delivered by the Contractor to the Contract Management Office *within ten days after the receipt of a Notice of Award*. If a Contractor fails to deliver the required performance and payment bonds, the award may be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsive and responsible bidder or the Contract may be rebid.
- c) Bonds must be prepared on the form of bonds authorized by the City and attached hereto or on forms approved by the Department. Such bonds must have as surety thereunder, such surety company or companies as are:
  1. Approved by The City of New York
  2. Authorized to do business in the State of we York
  3. Approved by the Department of the Treasury of the United States

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows:

1. From the Government Printing Office at 202-512-1800
2. Through the Internet at <http://www.fms.treas.gov/c570/index.html>; and
3. Through a computerized public bulletin board which may be accessed using a personal

computer with a modem and dialing 202-874-6887

- d) Premiums for any required bonds must be included in the base bid
- e) The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein shall result in the rejection of the bid as non-responsive.

**29. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY**

In the event of failure of the successful bidder to execute the Contract and furnish the required security, within ten days after Notice of Award of the Contract, the deposit of the successful bidder shall be retained by the City. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of such deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project less the amount of the forfeited deposit.

**30. POWER OF ATTORNEY**

Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

**31. BIDDER RESPONSIBILITY AND QUALIFICATIONS**

The apparent low bidder may be required to submit all information necessary for a determination of bidder responsibility.

- a) **BIDDER'S RECORDS.** The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.
- b) **ORAL EXAMINATION ON QUALIFICATIONS.** In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent, or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to its proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such collections as such person may desire to make.
- c) **FAILURE TO SUPPLY INFORMATION.** If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency may reject this bid.

**32. EMPLOYMENT REPORTS (DEPARTMENT OF SMALL BUSINESS SERVICES)**

In order to be awarded this contract, a bidder shall complete and submit an Employment Report (form attached) containing information on its employment policies and practices and workforce composition. The New York City Department of Small Business Services, Division of Labor Services will analyze the report to

---

## **Information for Bidders**

---

determine if the bidder maintains nondiscriminatory hiring and employment practices.

Along with the request for approval of a Subcontractor, a Contractor shall submit an Employment Report completed by the proposed Subcontractor if the value of the Subcontract is more than \$10,000.

### **33. BLANK**

### **34. INSURANCE**

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. During performance and up to the date of final acceptance, the Contractor must effect and maintain with insurance companies authorized to do business in the State of New York, the types and amounts of insurance specified in Article 22 of the Contract and in General Conditions, Schedule A. Such insurance includes, but is not limited to, Commercial General Liability Insurance and Contractor's Pollution Liability Insurance.

Pursuant to Section 57 of the New York State Worker's Compensation Law, the bidder must submit proof of worker's compensation and disability benefits coverage to this Department prior to the execution of any Contract resulting from this solicitation.

ALL other required insurance documentation must also be submitted prior to commencement of work of this Contract. During performance and up to the date of final acceptance, the contractor must effect and maintain with insurance companies authorized to do business in the State of New York, the types and amounts of insurance specified in Schedule A of this solicitation.

### **35. LOCAL RESOURCES.**

The City encourages contractors to understand the local community and use local resources where appropriate.

### **36. BLANK**

### **37. TAX**

Pursuant to Article 62 of the Contract: The Contractor may include in its bid the cost to the Contractor of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on tangible personal property incorporated into the Dwellings. The Contractor and its Subcontractors shall be responsible for and shall pay any and all applicable taxes, including Sales and Compensating Use Taxes, on tangible personal property and leased tools, machinery, equipment or other property. The Contractor shall not charge taxes to the City for services, including but not limited to, labor and profit.

### **38. LICENSES AND PERMITS**

The successful bidder will be required to obtain all necessary licenses and permits to perform the work.

### **39. MINIMUM WAGE**

All persons employed by the Contractor and any Subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this

Contract, shall be paid, without subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law. Minimum wages shall be the rates fixed by Federal and State Law.

**40. BLANK**

**41. BLANK**

**42. COMPTROLLER'S CERTIFICATE**

This Contract shall not be binding or of any force unless the Comptroller of the City shall endorse hereon his certificate that there remains unexpended and unapplied, as provided in Section 6-101 of the Administrative Code of the City of New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officer making the same. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

**43. BLANK**

**44. BLANK**

**45. PROMPT PAYMENT**

The Prompt Payment provisions set forth in the Procurement Policy Board Rules are applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in the PPB Rules. The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due will be made in accordance with the provisions of the Procurement Policy Board Rules.

**END OF INFORMATION FOR BIDDERS**

THIS PAGE INTENTIONALLY LEFT BLANK