

## **Section 1.0 - Pre-Bid Meetings**

### **MANDATORY Pre-Bid Conferences**

The Pre-Bid Conference for Prospective Bidders will be held at:

- Region 1 NYC CR No. 452: One Penn Plaza, New York, New York, 52<sup>nd</sup> Floor Conf. Room, February 21<sup>st</sup>, 2019, at 1:30 p.m.
- Region 1A Long Island CR No. 453: DASNY Long Island Regional Field Office located at Pilgrim P.C. – Building No. 26 998 Crooked Hill Rd., Brentwood, N.Y. 11717, February 21<sup>st</sup>, 2019 at 9:30 a.m.

The purpose is to review Contract Document requirements. All individuals attending the Pre-Bid Conferences should allow sufficient time for processing through building security. Attendees will be required to present government-issued picture identification to building security officials and obtain a visitors pass prior to attending the Pre-Bid Conferences. Prospective bidders who fail to attend the pre-bid meetings may, at the sole discretion of the Owner, be deemed non-responsive.

## **Section 2.0 - Examination of the Contract Documents and Site**

- A. Prospective bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Owner and Design Professional, for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction, as well as additional Contract provisions the Owner shall decide to include, shall be issued in writing by the Owner as an addendum, which shall be provided to each prospective bidder recorded as having received a copy of the Contract Documents from the Owner and shall be available at the places where the Contract Documents are available for inspection by prospective bidders. Such addendum shall become a part of the Contract Documents and shall be binding on prospective bidders whether or not the bidder receives or acknowledges the actual notice of such addendum. Requirements of the Contract Documents shall apply to addenda.
- B. Only interpretations, corrections or additional Contract provisions issued in writing by the Owner as addenda shall be binding. No officer, agent or employee of the Owner is authorized to explain or interpret the Contract Documents by any other method and any such explanation or interpretation, if given, must not be relied upon by the bidder.
- C. At the time of the opening of bids, each bidder shall be presumed to have read and to be familiar with the Contract Documents. The failure or omission of any bidder to receive or to examine any Contract Document shall in no way relieve any bidder from any obligation in respect to the bid of such bidder.

## **Section 3.0 - Qualifications of Bidder**

- A. The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the

evidence submitted by or the investigation of any bidder fails to satisfy the Owner that the bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

**B. Contract Experience Requirements for General Contractor (GC):**

1. The Bidder or its Principals for the GC contract shall meet the following minimum requirements.
  - a. The Bidder shall have completed or substantially completed in each of the last two years at least five (5) projects each with a contract value of at least \$50,000.
    1. The projects used for qualification listed above must be where the Bidder was the prime contractor for the specific trade on which they are bidding.
    2. The Bidder must have employed his own workforce for at least 30% of the labor for the trade on which they are bidding.
  - b. The Bidder shall have had in each of the last two years annual gross revenues at least equal to the Maximum Contract Value for the contract bid. Revenues must be from Projects where they were the prime or subcontractor for the type of Work they are bidding.
  - c. Experience will be viewed from both the perspective of completed projects of comparable scope and magnitude as well as the experience and depth of the bidder's personnel. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Owner.

**Section 4.0 - Executive Order No 170.1 – Uniform Guidelines for Responsibility Determinations**

The criteria contained in Executive Order No. 170.1 will also be applied in the bid review process. In the event of any conflict between the criteria in Executive Order No. 170.1 and the criteria in the Contract Documents, the stricter criteria shall apply.

**Section 5.0 - Executive Order No 125 – NYS Vendor Responsibility Questionnaire**

- A. For any contract \$10,000 or more, the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) shall be submitted as requested by the Owner.
- B. Pursuant to provisions of the General Conditions, Article 19 – Executive Order No 125, the Contractor shall submit a New York State Vendor Responsibility Questionnaire For Profit Construction (CCA-2) to the Owner for each Subcontractor proposed for the Work with a subcontract value of \$2,000,000 or greater.

**Section 6.0 – 2005 Procurement Lobbying Law**

- A. Pursuant to provisions of the General Conditions, Article 18 – 2005 Procurement Lobbying Law, for any contract \$15,000 or more, the 2005 PROCUREMENT LOBBYING LAW – CERTIFICATION form is to be submitted with the bid.

- B. All bidders, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

**Section 7.0 - Approval of Subcontractors/Subcontract Limits**

- A. Pursuant to provisions of the General Conditions, Article 6 - Subcontracts, bidders shall within the time specified by the Owner, submit to the Owner the names of the Subcontractors which the bidder proposes to use on the project. The Owner reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontractor information, are not submitted as required.

- B. Self-Performance Requirements/Subcontracting Limits

1. The contractors shall perform at least the dollar value as stated in the table below of the work performed under the entire contract with its own forces and not with subcontractors. The purchase of materials, not installed with the contractor's own forces, will not be counted for purposes of determining whether the contractor met the goal as stated in the table below. The cost of supervising subcontractors will also not count towards the goal as stated in the table below.

Region 1 General Contractor	30 %
Region 1A General Contractor	30 %

The Director, Procurement may, in writing, modify these requirements where the Director determines it is in the best interest of the owner.

**Section 8.0 - Opportunity Programs Requirements**

- A. Pursuant to provisions of the General Conditions, Article 20 – Opportunity Programs, the Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS. These requirements will include: opportunities for minority and women business enterprises (M/WBE), equal employment opportunities for minority group members and women (EEO) and service disabled veteran owned businesses (SDVOB). The Contractor's demonstration of good faith efforts shall also be a part of these requirements.

- B. The Owner has adopted a goal oriented approach to ensure employment of M/WBE, EEO & SDVOB firms at a level commensurate with their capability and availability. The Owner has determined that the goals for M/WBE, EEO & SDVOB participation may be achieved in the Work of the Contract as follows:

Description	Region(s)	MBE %	WBE %	EEO%	SDVOB %
General Contractor	1 & 1A	18 %	12 %	45 %	6%

- C. The low bidder shall submit the following as referenced in the Contract Documents, within the specified time frames:

1. Statewide Utilization Management Plan (“Utilization Plan”), Refer to Article 20 – Opportunity Programs, specifically Section 20.03 for Submittal Requirements;
  2. Utilization Plan Cover Sheet
  3. Standard Equal Employment Opportunity Policy Statement
  4. Permanent Employee Distribution
  5. Scope Verification Form
  6. Monthly Workforce Utilization Report
  7. Compliance Report
- D. Failure to provide the above plans and the aforementioned information may be cause for rejection of the bid.

### **Section 9.0 - Preparation of Bids**

- A. Bids must be submitted on the forms supplied by the Owner in the bidder’s full legal name or the bidder’s full legal name plus a registered assumed name. Bids shall be enclosed in a sealed envelope, addressed to the Owner and marked with the name and address of the bidder, and the name of the Project. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. Conditional bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, or telephonic bids or modifications of bids shall be considered. Bids shall contain an original signature of the Bidder in the space provided on the Form of Bid.
- B. Bids that are illegible or that contain omissions, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- C. The Owner may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
- F. No action or proceeding concerning in any way any bid for the Contract or the Contract shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.

### **Section 10.0 – Minimum and Maximum Contract Values and Bid Security**

- A. Each bid must be accompanied by a certified check of the bidder made payable to the Dormitory Authority -- State of New York, or by a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the bidder as principal, and having as surety thereon a surety authorized to do business in New York State and otherwise satisfactory to the Owner. Bidder failure to provide bid security as prescribed, may result in rejection of the bid. Bid bonds submitted as bid

security shall contain an original signature of both the Bidder and the Surety providing the bid bond in the space provided on the Form of Bid Bond.

1. The Minimum and Maximum Contract Value and Bid Security of each contract to be awarded are stated below.

Region	CR #	Description	Bid Security	Maximum Contract Value per Contract Term
1	452	General Contractor	\$ 50,000	\$ 2,000,000
1A	453	General Contractor	\$ 50,000	\$ 1,500,000

2. The Minimum Contract Value for all contracts is \$0
  3. For Contracts less than \$1,000,000 the Contractor is expected receive Job Orders issued totaling at least \$25,000 during contract period.
  4. For Contracts equal to or greater than \$1,000,000 the Contractor is expected receive Job Orders issued totaling at least \$50,000 during contract period.
  5. A separate Bid Bond is required for each Bid.
  6. The Contractor will not be issued Job Orders exceeding the Maximum Contract Value during the contract period. However, the Contractor is not guaranteed to receive this volume of Work.
- B. Any certified checks submitted as bid security shall be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks shall be returned to the three (3) lowest bidders after the Owner and the accepted bidder have executed the Agreement, or if no Agreement has been executed within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as such bidder has not been notified of the acceptance of such bid.
- C. Bid Bonds of all but the bidder executing the Agreement shall be destroyed by the Owner either:
1. after the Owner and the accepted bidder have executed the Agreement;
  2. if no Agreement has been executed, sixty (60) days after the date of the opening of bids.

**Section 11.0 – 2019 Prospective Projects:** The following represents prospective projects the Owner intends to complete within calendar year 2019 by JOC contract award of CR452 and CR453. The Owner retains the right to add or remove projects at their discretion.

1. CR 452 Region 1 – NYC

- a. Client: Office of People with Developmental Disabilities (OPWDD)  
 Facility: Bernard Fineson DDSO (BFDDSO)  
 Project Description and Location:

1. Construction Front Entrance Ramp at 75-19 190 Street, Fresh Meadows (Queens), N.Y.
2. Replace exterior concrete walkway, and side entrance walkway expansion at 22-64/66 94 Street, East Elmhurst (Queens), N.Y.
3. Kitchen Renovation at 35-15 86 Street, Jackson Heights (Queens), N.Y.
4. Kitchen Renovation at 115-59 217 Street, Cambria Heights (Queens), N.Y.

b. Client: Office of People with Developmental Disabilities (OPWDD)  
Facility: Brooklyn DDSO (BKDDSO)  
Project Description and Location:

1. Fire Stair Replacement at 366 Parkside Ave., Brooklyn, N.Y.
2. Below grade concrete waterproofing and renovations at 9502 Ft. Hamilton Parkway, Brooklyn, N.Y.
3. Window Replacement at 2230 64<sup>th</sup> St., Brooklyn, N.Y.
4. Sidewalk and Curb Replacement at 182 East 92<sup>nd</sup> St., Brooklyn, N.Y.
5. Window and Lintel Replacement at 183 East 92<sup>nd</sup> St., Brooklyn, N.Y.
6. Asphalt Replacement at 1038 Cleveland St., Brooklyn, N.Y.
7. Window and Door Replacement at 1038 Cleveland St., Brooklyn, N.Y.
8. Roof Replacement and removal of hazardous materials at 366 Parkside Ave., Brooklyn, N.Y.
9. Deck and Stair Replacement at 367 Hawthorne St., Brooklyn, N.Y.
10. Build Basement Office and 1<sup>st</sup> Floor Medical Room at 1260 E 55 St., Brooklyn, N.Y.

c. Client: Office of People with Developmental Disabilities (OPWDD)  
Facility: Metro DDSO (MEDDSO)  
Project Description and Location:

1. Window and Door Replacement at 416W 149 St, Bronx, N.Y.

## 2. CR 453 Region 1A – Long Island

a. Client: Office of People with Developmental Disabilities (OPWDD)  
Facility: Long Island DDSO (LIDDSO)  
Project Description and Location:

1. Generator and ATS Replacement at 206A Oxhead, Centereach, N.Y.
2. Generator and ATS Replacement at 206B Oxhead, Centereach, N.Y.
3. Standby Generator Installation at 65 N. Washington Ave., Deer Park, N.Y.
4. Sunroom to Office Renovation and Ramp Installation at 30 Bagatelle Rd., Dix Hills, N.Y.
5. Front and Rear Entrance Ramp Replacement at 211 Lenox Ave., Huntington Station, N.Y.
6. Front and Rear Entrance Ramp Replacement at 195 Old South Path, Melville, N.Y.
7. New Patio Installation, Roof & Gutter Replacement and removal of hazardous materials at 123 Carmen Rd., Dix Hills, NY.

8. New Walkway, Stairs, and Deck Installation with associated hazardous material removal at 1 Ketcham Rd., Hicksville, N.Y.
9. Garage to Office Conversion at 718 Middle Rd., Bayport, NY.
10. Split System AC Installation at W. Shore Rd., Port Washington, N.Y.
11. Sprinkler System Upgrade at 315 Little Plains Rd., Huntington, N.Y.

**Section 12.0 – Compliance With Laws**

The bidder shall sign and submit with the bid the COMPLIANCE WITH LAWS – CERTIFICATION form included in the Contract Documents.

**Section 13.0 - Bid Designation**

- A. Each bid shall bear on the outside of the envelope the name of the bidder, its address, its telephone number and designated as bid for the following:

NAME OF PROJECT: Job Order Contracting Program

And

CR 452	Region 1	General Contractor
CR 453	Region 1A	General Contractor

Write in appropriate Contract - ONLY one per envelope

- B. Bids submitted via Mail, Express Service, or Messenger Service shall indicate on the exterior of the envelope the words "BID ENCLOSED; FOR TRADE: \_\_\_\_\_ ; REGION: \_\_\_\_\_ ; CR NUMBER: \_\_\_\_\_ " (Fill In Appropriate Trade, Region and CR Number).
- C. *No more than ONE Bid per envelope.*
- D. Notwithstanding the contract designation, the Owner reserves the right, at its sole discretion, to assign Work to any contractor in any county covered by any of the contracts herein bid.

**Section 14.0 - Award of Contract**

- A. Award of the Contract shall be made to the bidder submitting the lowest bid, if:
1. In the opinion of the Owner, the bid is responsive to the bid solicitation, and such bidder is qualified to perform the Work involved, is responsible and reliable.
  2. The bidder submits required documents as described under Section 17.0 – Forms and Documents.
  3. On all contracts, the bidder furnishes within Seventy-two (72) hours after low bidder notification, documentation of efforts to encourage the participation of New York State enterprises as suppliers and subcontractors. Also, in a post-award compliance report, furnish documentation of efforts to provide notification to New York State residents of employment opportunities, through

the New York State Job Service Division, or provide such notification in a manner consistent with existing collective bargaining contracts or agreements.

- B. The Owner reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any bidder an opportunity to remedy any informality or irregularity.
- C. As part of the Job Order Contracting Program, the Owner reserves to itself, in its sole judgment, the right to limit the number of Job Order Contracts awarded to any single bidder or contractor. Subject to the limitations appearing above and elsewhere in this bid package, the contracts will be awarded, if at all, to the combination of bids resulting in the least overall cost to the Owner.
- D. The execution of the Agreement shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of proposed operations of a bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a bidder is accurate.

### **Section 15.0 - Required Bonds**

- A. Simultaneously with the delivery of the executed Contract, the successful Bidder shall furnish to the Owner Payment and Performance Bonds in an amount equal to the Maximum Contract Value as security for the payment of all persons performing labor on the project under the contract or furnishing materials in connection with the Contract and for faithful performance of the Contract.
- B. The surety on such bonds shall be a surety company rated A- or better by A.M. Best Company, shall be licensed to do business in the State of New York, and shall hold a certificate of authority as an acceptable surety on federal bonds or otherwise satisfactory to the Owner.
- C. The Contractor will provide the necessary Bonds to the Owner, but shall not be reimbursed for the direct cost of the Bonds.
- D. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to each bond a certified and effectively dated copy of their power of appointment.

### **Section 16.0 - Damages for Failure to Enter into Agreement**

The successful bidder, upon failure or refusal to sign and deliver the Agreement and bonds required within fourteen (14) days after such bidder has received the Letter of Intent, shall forfeit to the Owner as damages for such failure or refusal, the bid security or the difference between the bidder's Award Criteria Figure and the next lowest bidder's Award Criteria figure times the Maximum Contract Value, whichever sum shall be higher.

### **Section 17.0 - Substantial Completion and Liquidated Damages**

- A. Total time of completion for the Job Order Contracting Program is:
  - 1. Two years from the issuance of a Notice of Contract Award or when the Maximum Contract Value has been ordered, whichever occurs first.



2. Option Period: Both the Authority and the Contractor must mutually agree to extend the contract for an option period. The term of the option period is two years or when the Maximum Contract Value, or revised Maximum Contract Value, is ordered, whichever occurs first.
- B. Work set forth in individual Job Orders under the contract shall be commenced and completed as stated in the Job Orders.
- C. Liquidated Damages may be assessed on a Job Order by Job Order basis at a rate established in the Job Order.

### **Section 18.0 – Forms and Documents**

Each bidder shall complete and submit to the Owner, pursuant to provisions stated in the Information for Bidders, the following forms and documents, which are hereby made a part of the Contract Documents:

Bidding Requirements: each bidder shall submit the following at time of bid:

1. Form of Bid;
2. 2005 Procurement Lobbying Law - Certification
3. Code of Business Ethics - Certification
4. Compliance with Laws - Certification
5. W-9 Form
6. Bid Security

Contract Forms for Construction: the successful bidder shall submit the following for execution of the Contract:

1. Required Insurance Form – within three (3) days after low bidder notification
2. New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)
3. DASNY Vendor Questionnaire – within three (3) days after low bidder notification
4. Agreement - within fourteen (14) days after Letter of Intent

As job orders are issued the successful bidder must submit the following:

1. Utilization Plan with written justification if a Request for Waiver is applicable Utilization Plan Cover Sheet
2. Scope Verification Form
3. Monthly Workforce Utilization Report

### **Section 19.0 – Project Labor Agreement: Region 1 – CR 452 General Contractor**

The purpose of this is to notify prospective bidders that under certain conditions the successful Contractor awarded this Contract may be subject to the provisions set forth in the PLA. These conditions include:

- Any DASNY Project in the five (5) boroughs of New York City where an economic evaluation or study of the Project was performed by a DASNY Consultant and that study confirmed that a PLA would provide a cost savings.

Therefore, in situations where the above applies, the Contractor must execute the PLA included, as a condition of approval of the Job Order and commencement of the Work. The Work undertaken in connection with the subject work order will be governed by, and subject to the conditions set forth in the PLA. In addition, in situations where the above applies, all subcontractors of every tier will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA.

For additional information on the DASNY NYC Project Labor Agreements (PLAs), go to the following DASNY Website: <http://www.dasny.org/PLAs/2013/NYC/index.php>

A. Included Projects:

The Dormitory Authority of the State of New York (“DASNY”) has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement (“PLA”) on this Project. The successful low bidder as a condition of being awarded this contract must execute the PLA included in the Contract Documents following the Form of Bid. The Work undertaken in connection with this Project will be governed by, and subject to the conditions set forth in the PLA. All subcontractors of every tier will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA. The PLA has been approved by the Building and Construction Trades Department, AFL-CIO and executed by the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions.

B. Excluded Projects

The Dormitory Authority of the State of New York (the “Authority”) and the Building and Construction Trades Council of Greater New York and Vicinity (the “Council”) have entered into a Memorandum of Understanding (“MOU”) that requires the use of a Project Labor Agreement (“PLA”) on applicable covered projects within the City of New York. While this Project is considered an “Excluded Project”, under the MOU and therefore the use of a PLA is optional on this Project, the successful prime contractor performing work on this Project shall have the option to voluntarily execute the PLA. The purpose of section is to provide potential bidders of the Project with notice of this option, consistent with the provisions of the MOU. Execution of the applicable PLA following the Information for Bidders is not a requirement to perform work on this Project.

End of Document