

BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS

**Section 1.0 - Pre-Bid Meetings**

A. A pre-bid meeting will be held on March 10, 2020. Prospective bidders are strongly encouraged to attend. The purpose is to observe actual Site conditions and review Contract Document requirements.

**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. Every request for such interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bid. 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 available on the DASNY website ([www.dasny.org](http://www.dasny.org)) 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.

1. **Deadline for written requests for interpretation or correction of bid documents shall be Wednesday, March 17, 2020 at 2:00 pm. Please submit all written requests for interpretation or correction of bid documents to Dawn Byrnes, Sr. Contract Administrator, [dbyrnes@dasny.org](mailto:dbyrnes@dasny.org) and Construction Contracts at [ccontracts@dasny.org](mailto:ccontracts@dasny.org).**

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 contract shall meet the following minimum requirements:

**BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS**

- 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 \$100,000. 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.
- b. 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 by the apparent low bidder to the Owner. Executive Order No. 125 dated May 22, 1989 is found at 9 NYCRR §4.125.
- B. The bidder shall submit a New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) to the Owner for any subcontractor proposed for the Work upon request of the Owner.
- C. The Owner recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the "System"). To enroll in and use the System, see the System Instructions at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for System assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

**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. Self-Performance Requirements/Subcontracting**

1. The contractors shall subcontract all work of the contract unless otherwise approved to utilize its own forces by the Owner.

**BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS**

2. The Chief, Procurement may, in writing, modify these requirements where the Chief 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 and Article 21 – Service-Disabled Veteran Owned Businesses, 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 and Article 17-B, SERVICE DISABLED VETERAN OWNED BUSINESSES. These requirements will include: equal employment opportunities for minority group members and women (EEO), plus opportunities for minority and women-owned business enterprises (M/WBE). 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 EEO & M/WBE at a level commensurate with their capability and availability. The Owner has determined that the goals for EEO & M/WBE participation in the Work of the Contract are follows:

Description	All Region(s)	MBE %	WBE %	SDVOB %	EEO%	
General Contractor	1-10	18 %	12 %	6 %	45 %	

- 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.
- E. Requests for amended goals should be submitted to Procurement in advance of award of the Contract.

**Section 9.0 - Preparation of Bids**

- A. Bids must be submitted on the Form of Bid 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

BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS

bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, electronic 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 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 the surety thereon. 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. The surety shall be authorized to do business in the State of New York by the New York State Department of Financial Services, rated at least A- by A. M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
  - 1. The Minimum and Maximum Contract Value and Bid Security of each contract to be awarded are stated in the table below.
  - 2. The Minimum Contract Value for all contracts is \$0.
  - 3. A separate Bid Bond is required for each Bid.
  - 4. The Contractor will not be issued Work Orders exceeding the Maximum Contract Value during the contract period. However, the Contractor is not guaranteed to receive this volume of Work.

**BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS**

Description of Contract	Region Number	Region Name	Counties	Project Number	Change Request Number	Bid Security	Max Contract Value Per Contract Term
General Construction	1	New York City	New York (Manhattan), Bronx, Queens, Kings (Brooklyn), Richmond (Staten	3111209999	28	\$5,000	\$1,000,000
General Construction	2	Long Island	Nassau, and Suffolk	3111209999	29	\$5,000	\$1,000,000
General Construction	3	Hudson Valley	Ulster, Dutchess, Sullivan, Orange	3111209999	30	\$5,000	\$1,000,000
General Construction	4	Rockland	Westchester, Rockland, and Putnam	3111209999	31	\$5,000	\$1,000,000
General Construction	5	Capital District/ Mohawk Valley	Albany, Fulton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and	3111209999	32	\$5,000	\$1,000,000
General Construction	6	North Country	Jefferson, Lewis, St Lawrence, Franklin, Clinton, Essex, Hamilton	3111209999	33	\$5,000	\$1,000,000
General Construction	7	Binghamton/ Southern	Steuben, Schuyler Tompkins, Tioga, Broome, Chenango, Delaware	3111209999	34	\$5,000	\$1,000,000
General Construction	8	Syracuse /Central	Oswego, Onondaga, Cortland, Cayuga, Madison	3111209999	35	\$5,000	\$1,000,000
General Construction	9	Rochester/Finger Lakes	Genesee, Wyoming, Livingston, Yates, Seneca, Ontario, Wayne, Monroe, Orleans	3111209999	36	\$5,000	\$1,000,000
General Construction	10	Buffalo/ Western	Chautauqua, Allegheny, Cattaraugus, Erie, Niagara	3111209999	37	\$5,000	\$1,000,000

- 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, or 2) if no Agreement has been executed, sixty (60) days after the date of the opening of bids.
- D. Bidders *must* include with their bid a letter from their Surety attesting to their overall and per project bonding limits.**

**Section 11.0 – Compliance with Laws**

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

**BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS**

**Section 12.0 - 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: "**BID ENCLOSED FOR GENERAL CONSTRUCTION MINOR MAINTENANCE (GCMM) CONTRACTING PROGRAM; REGION NUMBER: \_\_\_\_\_ ; CR NUMBER: \_\_\_\_\_**" **(Fill in Appropriate Region Number and CR Number from Table Below).**
- B. *No more than ONE Region/ CR Bid per envelope.*
- C. 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.

<b>Region Number</b>	<b>Region Name</b>	<b>Counties</b>	<b>Change Request Number</b>
1	New York City	New York (Manhattan), Bronx, Queens, Kings (Brooklyn), Richmond (Staten	28
2	Long Island	Nassau, and Suffolk	29
3	Hudson Valley	Ulster, Dutchess, Sullivan, Orange	30
4	Rockland	Westchester, Rockland, and Putnam	31
5	Capital District/ Mohawk Valley	Albany, Fulton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and	32
6	North Country	Jefferson, Lewis, St Lawrence, Franklin, Clinton, Essex, Hamilton	33
7	Binghamton/ Southern	Steuben, Schuyler Tompkins, Tioga, Broome, Chenango, Delaware	34
8	Syracuse /Central	Oswego, Onondaga, Cortland, Cayuga, Madison	35
9	Rochester/Finger Lakes	Genesee, Wyoming, Livingston, Yates, Seneca, Ontario, Wayne, Monroe, Orleans	36
10	Buffalo/ Western	Chautauqua, Allegheny, Cattaraugus, Erie, Niagara	37

**Section 13.0 - Award of Contract**

- A. Award of the Contract shall be made to the bidder submitting the lowest bid, if:

**BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS**

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 Work Order Contracting Program, the Owner reserves to itself, in its sole judgment, the right to limit the number of Work 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 14.0 - Required Bonds**

- A. As a condition precedent to the issuance of any Work Order by the Owner, the Contractor must provide and furnish proof of a Payment Bond in the amount of at least equal to 100% of the proposed Work Order amount for the payment of all persons performing labor or providing materials in connection with the Work of the Work Order. .
- B. If at any time the Owner, in its sole and exclusive discretion, shall become dissatisfied with any surety or sureties upon the Payment Bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) calendar days after written notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on said bond or bonds.
- C. The surety company, on all bonds, shall be authorized to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
- D. Any failure to comply with the requirements of Article 14 will be deemed a material breach of the Agreement.

**Section 15.0 - Damages for Failure to Enter into Agreement**

The successful bidder, upon failure or refusal to sign and deliver the Agreement 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,

BIDDING REQUIREMENTS FOR CONSTRUCTION  
GENERAL CONSTRUCTION MINOR MAINTENANCE CONTRACTING  
INFORMATION FOR BIDDERS

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 16.0 - Substantial Completion**

A. Total time of completion for the Work 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 Work Orders under the contract shall be commenced and completed as stated in the Work Orders.

C. Liquidated Damages may be assessed on a Work Order by Work Order basis at a rate established in the Work Order.

**Section 17.0 – 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
7. Letter from Surety regarding Bonding Capacity

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. Agreement - within fourteen (14) days after Letter of Intent

As work 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