

BID FORMS AND SPECIFICATIONS  
FOR THE  
CONTROLLED DEMOLITION OF  
ONE RESIDENTIAL STRUCTURE  
CONTAINING ASBESTOS  
**143 TOWNSEND STREET (79.16-2-45)**

CITY OF DUNKIRK DEPARTMENT HOUSING, BUILDING AND ZONING



[BIDS DUE: November 16, 2021 10:15 A.M. EST](#)

Dunkirk City Clerk's Office  
City Hall, 342 Central Avenue, Dunkirk, New York 14048

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SHOULD ANY OF THE ABOVE DOCUMENTS OR PAGES BE OMITTED, PLEASE CONTACT THE HOUSING, ZONING AND BUILDING OFFICE 716-366-9858 FOR INFORMATION.

## NOTICE TO BIDDERS

Sealed bids will be received at the office of the City Clerk, City Hall, Dunkirk, New York no later than **10:15 A.M. EST November 16, 2021** and publicly opened at that time for the DEMOLITION of the following RESIDENTIAL STRUCTURES:

143 TOWNSEND STREET (79.16-2-45)

Bids will be used by the City of Dunkirk, New York in accordance with specifications to be procured from the Housing, Building, Zoning Office, City Hall, 342 Central Avenue, Dunkirk, New York 14048. Specifications and other contract documents may be obtained or examined at the Housing, Building, Zoning Office City Hall, 342 Central Avenue, Dunkirk, New York 14048. Or available on-line at [www.dunkirktoday.com](http://www.dunkirktoday.com).

Asbestos Sampling Reports are attached to this Bid Package.

The City reserves the right to waive any informality, accept the bid deemed most favorable to the City or to reject any or all bids.

Project must be completed and invoiced no later than December 30, 2021.

Each bidder must deposit with his bid a bid bond or certified check in an amount as outlined in the "Instruction to Bidders".

Adv. November 5, 6, 8, 2021

Edwin Ramos  
City Clerk

## INSTRUCTIONS TO BIDDERS

1. Sealed bids shall be addressed in care of the City Clerk, 342 Central Avenue, City Hall, Dunkirk, New York 14048 with the item or items bid upon so stated on the outside of the sealed envelope.
2. Bids shall be submitted on the Proposal Sheet provided with these specifications.
3. Non-Collusive Certificate must be completed, signed, and returned with the Proposal Sheet.
4. Vendor Responsibility Questionnaire must be completed, signed, and returned with the Proposal Sheet.
5. Unless otherwise provided, all bids shall be submitted on the forms provided. Unsolicited bids not conforming to the specifications or forms shall not be considered.
6. The City of Dunkirk reserves the right to accept or reject any and all bids and award the contract to the bidder deemed most favorable to the City. The City of Dunkirk shall be the sole judge of all equivalencies.
7. Cost of the demolition shall conform to the specification documents provided.
8. If there are any questions concerning these specifications, please contact the Housing, Building and Zoning Office, City Hall, Central Avenue, Dunkirk, NY 14048, or telephone (716) 366-9858.
9. Each proposal must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the bid for those items bid upon. Such certified check or bid bond is to be made payable to the City Clerk of the City of Dunkirk, NY and is to be held as a guarantee that in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed and its performance properly secured. In default thereof, said guarantee will be forfeited to the City of Dunkirk as liquidated damages.
10. The successful Bidder shall be required to execute a City "AGREEMENT FOR SERVICES/MATERIALS" contract upon City acceptance, a copy of which is provided herein. The bidder shall conform to the "ADDITIONAL TERMS AND CONDITIONS" contained on the Agreement form.
11. The successful Bidder, upon City acceptance, shall provide the City Attorney insurance as required. The City's "STANDARD INSURANCE CERTIFICATE" is provided herein. The standard form shall be filled out by the insurer and be submitted to the City Attorney for approval. For this bid, Vendor Classification "A" shall apply.
12. Iran Divestment Act - 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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

## ADDITIONAL INFORMATION

1. The work performed herein is in furtherance of the City's participation with the Community Development Block Grant involving, in whole or in part, funding received by and through the State of New York Office of the Attorney General ("OAG") and the OAG's Community Revitalization initiatives and also Chautauqua County Land Bank. All work and required reporting shall be undertaken in conformance with such program and all requirements contained in the agreement by and between Community Development Block Grant, Chautauqua County Land Bank and this City, including any and all attachments, exhibits and appendices, which are specifically incorporated herein by referenced. A copy is available through the City's Housing, Building and Zoning Officer.
2. Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. Contractor shall comply with all requirements as set forth in the Prevailing Wage Schedule for the Prevailing Rate Case Number (PRC) provided. Contractor must also provide the projected start date and completion date for the state's PW-16 form that must be submitted by the city of Dunkirk to the New York State Department of Labor. The contractor also agrees to supply certified payroll documents for all employees to the City of Dunkirk by U.S. mail upon completion of the contracted work, to assure state prevailing wage regulations comply. Documentation must be provided prior to final payment of invoices submitted.
3. All work shall be performed in strict conformance with applicable federal, state, and local rules, laws, and regulations.
4. Bid price shall be good for one (1) calendar year commencing on the date of the bid of the bid year.
5. Successful bidders are required to provide a qualified representative to provide on-site progress to the Housing, Building and Zoning Officer.
6. The Housing, Zoning and Building Inspector shall be notified of the beginning and the completion of the demolition of each structure.
7. A demolition permit application shall be completed in full and submitted to the Housing, Building and Zoning Office no sooner than three days prior to scheduled demolition.
8. Fallen tree shall be removed.
8. **Completion of this project shall be completed and invoiced no later than December 30, 2021.**

CITY OF DUNKIRK HOUSING, BUILDING AND ZONING OFFICE  
OFFICIAL BID FORM

**Controlled Demolition of 143 Townsend Street**

This is to certify that I have read the attached bidding documents completely, have inspected the site and that the work to be furnished will meet or exceed the attached specifications.

143 Townsend Street

\$\_\_\_\_\_.00

**TOTAL COST DEMOLITION OF ONE STRUCTURE**

\$\_\_\_\_\_.00

***BID DEPOSITS:*** *Computation of Bid Deposits shall be 5% of the total of the Estimated Total Cost column for those items thereon.*

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EMAIL:** \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

## NON-COLLUSIVE FORM

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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
Name of Corporation

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

\_\_\_\_\_  
Partnership

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

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Signature

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

# LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of the contract, bidder shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

LOCAL OFFICE (if any):

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

CONTRACT TO BE SENT TO: Principal Office ☐ Local Office ☐

CHECK ONE: Corporation ☐ Partnership ☐ Individual ☐

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York: ☐ Yes ☐ No ☐  
Not Applicable)

TRADE NAMES: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

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

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF THE BIDDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **CITY OF DUNKIRK PROCUREMENT POLICY**

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law:

Purchase contracts involving expenditures of \$20,000 or less,

Contracts for public work involving expenditures of \$35,000 or less and

Professional services and other procurements not required by law to be competitively bid

Emergency purchases

Certain municipal hospital purchases

Good purchased from agencies for the blind or severely handicapped

Good purchased from correctional institutions

Purchases under State and County contracts (i.e., piggybacking)

Surplus and second-hand purchases from another governmental entity.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include:

Written or verbal quotes from vendors;

A memo from the purchaser indicating how the decision was arrived at;

A copy of the contract indicating the source which makes the item or service exempt;

A memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

2. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

Purchase contracts over \$10,000.00 and public works contracts over \$20,000.00;

Goods purchased from agencies for the blind and severely handicapped pursuant to Section 175-b of the State Finance Law;

Goods purchased from correctional institutions pursuant to Section 186 of the Correction Law;

Purchases under State contracts pursuant to Section 104 of the General Municipal Law;

Purchases under County contracts pursuant to Section 103(3) of the General Municipal Law;

Or purchases pursuant to subdivision of 6 of this policy.

3. The following method of purchase will be used when required by this policy in order to achieve the highest savings.

**Est Amount of Purchase Contract**

**Method**

\$250 - \$2,999

2 Verbal quotations

\$3,000 - \$9,999

3 Written/fax quotations or written requests for proposals

**Est Amount of Public Works Contract**

**Method**

\$250 - \$2,999

2 Verbal quotations

\$3,000 - \$4,999

2 Written/fax quotations

\$5,000 - \$19,999

3 Written/fax quotations or written requests for proposals

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

4. Documentation is required of each action taken in connection with each procurement.

5. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

6. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types or procurement for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances, it may be in the best interest of the City of Dunkirk to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the COMMON COUNCIL shall take into consideration the following guidelines:

- (a) Whether the services are subject to State licensing or testing requirements;
- (b) Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and
- (c) Whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include, but not be limited to, the following:

Services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services, printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing or pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of

the residents. This section does not preclude alternate proposals if time permits

- c. Purchase of surplus and second-hand goods from any source. If alternate proposals are required, the CITY OF DUNKIRK is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
- d. Goods or services under \$250. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.

- 7. This policy shall go into effect January 1, 1992 and will be reviewed annually.

#### 8. Responsible Bidder Policy

##### a. Legislative Intent

It is the intent of this Local Law to enhance the City's ability to identify the lowest "responsible bidder" on public works construction project by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The City, based on its experience, has determined that quality workmanship, efficient operation, safety and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of low price. This Local Law establishing uniformity of guidelines for determining the responsibility of bidders will assure efficient use of taxpayer dollars will promote public safety and is in the public interest.

##### b. Applicability

This Local law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after effective date.

##### c. Public works

For purposes of this chapter, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or

improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.

d. Responsible Bidder Questionnaire

- A. New York Vendor Responsibility Questionnaire  
Before a public contract may be awarded, contracting officials shall determine the responsibility of potential contractors and subcontractors by reviewing uniform questionnaires submitted by each contractor and subcontractor for the project. All bidders are required to submit the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) form (hereinafter "uniform questionnaire") to ascertain information as to integrity, responsibility and competence.
- B. List of Subcontractors  
Each bidder shall submit a list of the subcontractors used in the calculation of the bid at the time of bid.
- C. Conformity by Subcontractors  
Subcontractors shall complete the New York State Vendor Responsibility Questionnaire and meet the same responsibility standards as contractors to be eligible to work on public work contracts. Questionnaires shall be completed by subcontractors no later than seven (7) days following the opening of the bid and announcement of the lowest apparent bidder. The City reserves the right to reject the bid on the basis of unsatisfactory questionnaire responses submitted by a subcontractor designated to perform work by the bidding general contractor.

e. Requirements.

All general bidders for construction projects funded by the City as set forth above in Section 2, shall as a condition for bidding, agree in writing that they shall comply with, and require subcontractors to comply with, with the following obligations set forth below in this Section.

- A. All bidders shall fill out the uniform questionnaire in order to ascertain the financial responsibility, accountability, reliability, skill, judgment, and integrity of the apparent lowest bidder. All bidders shall require sub-bidder to fill out the uniform questionnaire within seven (7) days of bid opening.
- B. The City shall utilize the "Guidelines for Responsibility Determinations" as set forth in Executive Order No. 170 (9 NYCRR 4.170) in evaluating responsibility of contractors and determining the lowest responsible bidder.
- C. Contractors and all subcontractors shall properly classify their workers as

employees rather than as independent contractors, unless those workers meet the definition of “independent contractors” as set forth in the New York Construction Fair Play Act, and shall treat such employees accordingly for purposes of workers’ compensation insurance coverage, unemployment insurance, employment taxes and social security taxes.

- D. Contractors and all subcontractors awarded public works contracts shall require each employee to sign in and out at the beginning and end of each day, and list next to his or her name his or her craft and apprenticeship status, and to provide such information to the City Public Works Director (“Director”), on a bi-weekly basis. Such information shall be kept in the Director’s office for a period of three (3) years and copies of the same shall be made available to the public immediately upon Freedom of Information Law (FOIL) request.

f. Local Hire Credit Toward Bid Award

The following criteria shall be used as a credit toward a bid determining the lowest responsible bidder. If the City applies any credit(s) towards a bid, the credit(s) will not reduce the amount of a contract.

EXAMPLE: \$1,000,000.00 bid received a \$50,000 local bidder credit. For purposes of determining the lowest bidder, the contractor’s bid is \$950,000. However, the contract price will remain \$1,000,000.00.

- A. The City shall apply a credit equal to 2% of \$20,000, whichever is less, towards the bid of a bidder with a local workforce. “Local workforce” means at least 25% of the bidder’s construction employee reside in the County where the work is to be performed or in a county adjacent to the County where the work is to be performed. The bidder is not required to have a place of business in the County where the work is to be performed for this credit to apply.

The bidder is responsible for requesting credit based upon the above criteria.

g. Procedure

- A. The Director shall distribute to all bidders a copy of this Local Law and the uniform questionnaire and thereafter collect from bidders all information required by this Local Law, and keep such information in his/her offices for a period of three (3) years, review of which will be made available to the public.
- B. If a bidder fails or refuses to provide all the information requested in this Local Law, or provides false information, the bidder’s bid will be rejected at the bid opening.

- C. The Director shall post on the City website, one (1) week before the City makes an award of work to a contractor or subcontractor for a project of \$10,000 or more, a listing of the three apparent lowest bidders.
- D. If any bidding contractor or designated subcontractor is found to have willfully violated New York Labor Law § 220 ("New York Prevailing Wage Law") that bidder shall automatically be deemed "non-responsible" and be rejected unless the Director, as approved by the Council, determines otherwise. Otherwise, based on all of the information collected pursuant to this local law and any other factor the Council deems relevant, the Director shall determine if the apparent lowest bidder is in fact "responsible."
- E. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the City, and/or compared to other bids submitted (10% or greater disparity), the City reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.
- F. In the event a bidder fails to furnish the requested information, the bidder may be deemed disqualified and determined not responsible, and the next lowest bidder may become the apparent lowest bidder.
- G. No later than five (5) calendar days prior to a final determination that the apparent lowest bidder is not responsible, the City will notify the party of same, in writing, stating the reasons and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, but no later than ten (10) calendar days thereafter, prior to a final determination being made.
- H. If the apparent lowest bidder is deemed not to be responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
- I. Any person or organization who believes that the Director improperly determined that the lowest responsible bidder is "responsible" may, within five (5) calendar days of the Award, request in writing to the Director a hearing as set forth in Section 5(G) above. The hearing shall provide an opportunity for that person or organization to appear and be heard and present evidence and testimony as to why the contractor or subcontractor is not responsible based on the information provided in the questionnaire and any other relevant information. The City of Dunkirk specifically reserves the right to utilize all information obtained by the City of Dunkirk as a result of any related investigation, meeting or hearing, in consideration of contract awards. Such hearing shall be held within ten (10) calendar days of the written request for a hearing. After such hearing, the Director may change his/her determination of the lowest responsible bidder.

h. Incomplete Submissions by Bidders and Subcontractors

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the City no later than seven (7) days following the bid opening. Contractor and/or subcontractor submissions deemed non-responsive will result in automatic rejection of the bid.

i. Sanctions

- A. Any bidder or subcontractor bidder who fails to comply with any of the obligations described herein, and only following an opportunity for the bidder to be heard, may be subject to one or more of the following sanctions.
  - 1. Temporary suspension of work on the project until compliance is obtained; or
  - 2. Withholding by the City of payment due under the contract until compliance is obtained; or
  - 3. Permanent removal from any further work on the project; or
  - 4. Liquidated damages payable to the City in an amount equal to five percent (5%) of the dollar value of the general contract.
- B. In addition to the above sanctions, any contractor or subcontractor, its alter ego or control group, or principal officer who has been determined to have violated any of the provisions of this Local Law shall be barred from performing any work on future contracts awarded by the City for six (6) months for the first violation, three (3) years for the second violation, and permanently for the third violation.
- C. Any sum collected as a fine or penalty pursuant to this section shall be applied toward enforcement and administration costs.

j. Public Records

All information submitted by a contractor or subcontractor pursuant to this Local Law is public record and shall be immediately available to any person upon request.

k. Materiality

The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.



l. Severability

If any portion of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions or applications of this Ordinance which can be given effect without the invalid portions or applications and, to this end, the portions of this Ordinance are severable.

m. Other Ordinances

Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

n. Standing

Any resident, taxpayer of the municipality, or other organization may file an action in court challenging the non-enforcement of this law.

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:		
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation	
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> Other	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:		
<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)			
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount	
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

**SCOPE OF WORK  
FOR THE CONTROLLED DEMOLITION OF  
143 TOWNSEND STREET (79.16-2-45)  
CITY OF DUNKIRK, NEW YORK**

**I. GENERAL:**

The Contractor for the work herein shall be held to have read all the conditions of this contract, and he will be bound by all the conditions and requirements herein.

**2. SCOPE OF WORK:**

(a) The Contractor shall furnish all labor, materials, tools, and equipment necessary to perform the demolition work indicated herein.

(b) The Contractor shall perform the following, in connection with this contract:

- \* Controlled demolition of the structures at:  
143 Townsend Street (79.16-2-45)  
including accessory structures, garages, sheds on site.
- \* The buildings have been deemed structurally unsafe and have been posted not to occupy. The structures are assumed to be asbestos containing buildings.
- \* Entire removal of existing foundations, foundation walls and basement floor, if any, including accessory private sidewalks, driveways, fences, certain vegetation as required.
- \* Protection of existing adjacent structures and property.
- \* Protection of existing trees, public sidewalks, signs, utilities and other items that are to remain as required.
- \* Obtaining all required permits and paying of all fees.
- \* Disconnecting, capping, and sealing of existing sanitary service in accordance with instructions from the City's Plumbing Inspector at (716) 366-9835.
- \* Backfilling and compacting of basement areas, etc.
- \* Notifying all utilities prior to demolition to disconnect services before demolition.

### 3. **DEMOLITION:**

**The structures appear to be unsafe buildings due to structural deficiencies. The Contractor shall be licensed to demolish an assumed asbestos containing building, apply for applicable variance and permit from the State of New York Department of Labor. Contractor shall comply with the State of New York Department of Labor Code Rule 56 (12NYCRR Part 56).**

- (a) Demolition shall be conducted in a timely manner and shall be completed within 30 days of the Contractor's Notice to Proceed.
- (b) All demolished materials become the property of the Contractor, unless otherwise indicated and shall be promptly removed from the site.
- (c) The Contractor shall remove all equipment, machinery, trade or other fixtures remaining in the building.
- (d) All damage incurred in the demolition operation to structures, walks, paving, or other property to remain shall be the responsibility of the Contractor; he shall pay all costs resulting from such damage.
- (e) The demolition shall be conducted in strict accordance with all laws, ordinances and codes having jurisdiction.
- (f) The Contractor shall, before starting demolition, disconnect or cause to be disconnected, all sewer services under the direction of the City of Dunkirk Department of Public Works. The Contractor shall pay all charges in connection with sewer disconnection. The water service will be disconnected by the City.
- (g) During demolition operations, the Contractor shall keep the work wetted down to prevent dust and dirt rising. The Contractor shall arrange to obtain water.
- (h) The contractor shall, before starting demolition, cause to be disconnected, all utilities services. The contractor shall pay all charges in connection with the utility's disconnection this includes, but it not limited to, electric, gas, cable television, telephone, etc.

### 4. **MAINTAINING TRAFFIC:**

- (a) The Contractor will not close or obstruct streets or store materials on sidewalks, alleys, passageways or rights-of-way, unless authorized by the Director of Public Works or his designee.

- (b) The Contractor will conduct his operations with a minimum interference with roads, streets, driveways, alleys, sidewalks, and other means of ingress and egress.
- (c) The Contractor shall provide, erect, and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by local ordinance.

**5. PROTECTION OF PROPERTY:**

- (a) The Contractor shall protect adjacent property against damages which might occur from falling debris or other cause.
- (b) Where applicable, the Contractor shall take precaution to guard against movement, or settlement of adjacent buildings. The Contractor shall provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the Contractor shall cease operations and notify the Building Inspector.
- (c) If additional shoring or bracing is required, it shall be furnished without additional cost by the Contractor.
- (d) The Contractor shall maintain access to, and from, adjacent properties as required.

**6. SALVAGE OR DISPOSAL:**

The Contractor shall be entitled to all materials, except as specifically tagged and marked to be removed by the City, from the building to be demolished; but all piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the Contractor, unless abandoned by the various companies owning or controlling the same.

**7. DEMOLITION PROCEDURE:**

- (a) Material and debris resulting from the demolition shall be removed from the premises as rapidly as possible by the Contractor.
- (b) Chutes for the removal of materials and debris may be provided in all such parts of demolition operations as are more than twenty feet above the point where the removal of materials is affected. Such chutes shall be completely enclosed and shall be equipped at the bottom

with a gate or stop to provide a suitable means of closing or regulating the flow of the material. Chutes shall not extend in an unbroken line for more than twenty-five feet, but shall be equipped at intervals of twenty-five feet or less with substantial stops to prevent descending material from obtaining dangerous speeds.

- (c) After demolition of the building, all refuse, and debris caused by the demolition shall be removed from the site. No material shall be allowed to remain within, or to be used to fill, any basement area or other sub-surface void or vault.

8. **BACKFILLING OPERATIONS (To Be Inspected and Approved):**

- (a) Upon removal of all debris, foundation walls, floors etc., on-site approved materials, soil and/or gravel backfill as approved by the City shall be placed and compacted to finish grade.
- (b) The final one foot (1') below finish grade shall be gravel as specified. Contractor shall furnish additional gravel material should adequate on-site approved material not be available.
- (c) Contractor shall cover entire site with a minimum 2" of approved topsoil. Site shall be seeded and mulched with an "anchored" type mulch. Contractor shall be responsible for watering until turf is established.
- (d) Final site grading shall be as directed by the City.

9. **UTILITIES REQUIRED DURING CONTRACT:**

All utilities and services necessary for the completion of the work shall be installed by, or for the Contractor, at his expense, and shall be removed when no longer required.

10. **PRIVATE PROPERTY:**

The Contractor shall not enter upon private property for any purpose without obtaining written permission, and shall be responsible for the preservation of all public property, trees, monuments, and other items along, and adjacent to, the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks, until an authorized agent has witnessed, or otherwise referenced, their location and shall not remove them until directed.

11. **REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:**

At the termination of this contract, before acceptance of the work by the City, the Contractor shall remove all equipment, tools, and supplies from the property. Should the Contractor fail to remove such equipment, tools and supplies, the City

shall have the right to remove same and charge the Contractor for storage.

## **12. SHORING AND BRACING**

- (a) The Contractor shall be responsible for providing all bracing, shoring, needling, anchoring, and other supports for other work in this contract. The nature of the work as it progresses may require an order to make the existing adjacent work stable and secure, even where such items are not specifically called for. These items shall be of adequate size for their purpose and shall consist of sound timbers or steel shapes with provision for adjustment.
- (b) The Contractor shall be held responsible for all damage due to his failure to provide adequate shoring and bracing of work in this contract.

## **13. PUMPING AND DRAINAGE**

The Contractor shall provide and maintain all pumps, hose, strainers, connections, and other equipment necessary to continually remove water of any kind or source from pits, tunnels, or other locations where work in this contract is to be done. Contaminated water not suitable for disposal to storm water systems may be disposed of via sanitary sewers upon authorization from the Director of Public Works or his designee.

## **14. ADJOINING PROPERTY**

- (a) The Contractor shall be fully responsible for all damage or injury to property outside of the project limits caused by his work.
- (b) The City shall be relieved of all responsibility from any and all claims due to such injury or damage, and the Contractor shall defend any action or law or equity brought by reason thereof.

## **15. RUBBISH DISPOSAL**

The Contractor shall be responsible for the disposal of all rubbish generated.

## **16. LIFTING DEVICES AND HOISTING FACILITIES**

- (a) The Contractor shall provide hoists and other lifting devices necessary for the execution of this contract, including all operating personnel as required.
- (b) Equipment shall be provided by the Contractor with proper guys, bracing and other safety devices as required by Federal, State and Local codes.

## **17. BARRICADES AND SIGNS**

The Contractor shall provide an adequate snow/barrier fence and signs and take all necessary precautions for the protection of the work and safety of the public.

**18. INSURANCE**

The Contractor shall provide the insurance set forth on the attached City of Dunkirk Standards Insurance Certificate which is annexed hereto and made part hereof, as Appendix A, together with such other insurance, including, but not limited to, Workers' Compensation Insurance, as the Contractor deems necessary for this demolition project, or as required by law or statute.

- 19.** Use the New York State prevailing hourly wage rates and the prevailing hourly supplements for the project as per New York State Department of Labor requirements.
- 20.** New York State Department of Labor wage rates shall apply under this contract. Contractors are required to submit certified payrolls for all work under this contract. A copy of the WH-347 Certified Payroll Report is available online from <https://www.dol.gov/whd/forms/wh347.pdf>, the form may also be obtained from the Housing, Building and Zoning Office. Contractors may opt to utilize existing payroll reports provided they provide all information as outlined on the WH-347 Certified Payroll Report. Contractors are advised that, in accordance with NYS requirements, employee interviews will be made for some or all job classifications.
- 21.** Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.
- 22.** Contractor shall hold City harmless from all claims arising out of the operations hereunder.
- 23.** It is mutually agreed that Contractor is an independent contractor and not an employee, agent, or servant of the City.



### **143 Townsend Street**



This structure has been deemed unsafe and is assumed to be an asbestos containing building. The contractor shall be licensed to perform a controlled demolition of an assumed asbestos containing building.

Fallen tree shall be removed.

“Asbestos Project Notification Fee Waiver Request & Certification” form (SH 483.2) will be provided to the contractor. The contractor shall submit a project notification and apply for an applicable variance with the State of New York Department of Labor.

The contractor shall comply with the State of New York Department of Labor Code Rule 56 (12 NYCRR Part 56).

Pre-Demolition

# Asbestos Sampling Report

Location:

**143 TOWNSEND STREET**  
**Dunkirk, NY 14048**

Conditions as of:

**21 October 2021**

Prepared For:

City of Dunkirk  
342 Central Avenue  
Dunkirk, NY 14048

**25 October 2021**

## Asbestos Sampling - 143 Townsend Street

56 Services, Inc. was retained to perform asbestos sampling at the above referenced address on 29 September 2021. In total one (01) collected sample was analyzed for asbestos from accessible areas within the scope of work (*AmeriSci Richmond Job #121101107*) and only represent conditions as of 29 September 2021. ***Due to the unsafe condition of the structure and significantly damaged suspect materials identified, no sampling was performed at this location. All suspect materials and associated debris are to be considered friable asbestos containing material and handled accordingly.***

*Areas sampled/visually inspected as part of this sampling report include: vacant single family residential structure.*

The purpose of the sampling report was to determine the presence, location and condition of accessible ACM (assumed and asbestos containing materials) in accessible areas within the above referenced location. This sampling report includes the following:

- Identification of suspect materials within the described scope of work.
- Sampling and analysis of accessible suspect materials within the scope of work - materials to be impacted by renovation/demolition activities.
- Identification of the location, approximate quantity, friability and condition of confirmed and accessible asbestos containing and assumed asbestos containing materials (ACM).

Only accessible materials in areas to be impacted by renovation/demolition activities were sampled as part of this report. No other areas or materials, including any materials or debris from adjacent structures were sampled.

## General Conditions of Inspection

Any reported quantities found in this report, if applicable, are field approximations of materials in readily accessible areas only and should be field verified prior to abatement. This report is not designed to serve as a specification for abatement. Please, find enclosed the laboratory analytical results and chain of custody documentation, if applicable. Drawings, if provided, are for reference purposes only and are not to scale.

Any materials found within the scope of work and not specifically accounted for with applicable sampling in this report should be presumed to contain asbestos and treated accordingly until sampled and proven otherwise, including but not limited to; below grade materials, sub-flooring under installed existing flooring and materials and insulation within walls and above fixed and suspended ceiling systems, if applicable.

Any included laboratory results, if applicable, are submitted pursuant to 56 Services current terms and conditions of sale, including the company's standard warrant and limitation of liability provisions. No responsibility or liability is assumed for the manner in which the results are used or interpreted.

This report is based on the condition and contents present at the above referenced location at the time of sampling. Any listed asbestos containing or presumed asbestos containing materials should only be handled and/or disturbed by licensed individuals, adhering to both state and federal regulations for abatement.

***Please note: In the event this structure is to be demolished, this report must be submitted to the local Asbestos Control Bureau for the Buffalo District prior to demolition. Please see page 5 of this report for fax number and contact information regarding submission.***

## Asbestos Containing Materials:

If applicable, Polarized Light Microscopy (PLM) and, where required, Transmission Electron Microscopy (TEM) revealed asbestos in the following analyzed samples. Also may include assumed Asbestos Containing Materials (ACM).

Asbestos Containing Material*	Location	Condition	Friability	Approximate Quantity SF	Approximate Quantity LF
Surfacing materials	Throughout	Poor	Friable	5650 SF	-
Flooring materials	Throughout	Poor	Non-Friable	1000 SF	-
Window Glaze/caulk	Throughout	Poor	Non-Friable	40 SF	-
Roofing materials	Throughout	Poor	Non-Friable	2150 SF	-
Siding	Exterior	Poor	Non-friable	2350 SF	-

### \*Notes on asbestos containing materials:

**All materials (including any associated debris) are to be considered friable asbestos containing materials (RACM) and should be handled accordingly.**

**Surfacing materials** include all plaster layers, drywall compound and stucco materials, if applicable.

**Roofing materials** include all roof field and flashing materials including, but not limited to rolled asphalt, shingles, flashing and patching materials.

**Flooring materials** include all floor tiles, linoleum and all associated mastics, if applicable.

**Inaccessible materials.** Any materials found within the scope of work and not specifically accounted for with sampling in this report should be presumed to contain asbestos and treated accordingly until sampled and proven otherwise.

**Sampled Homogeneous Materials:**

HAN	Homogeneous Material	Sample #	PLM/TEM Result	ACM
-	<i>Siding</i>	01	<i>Chrysotile 12.9</i>	ACM
-	<i>All remaining materials</i>	-	-	ACM

**Notes:****HAN** = Homogeneous Area Number**PLM** = Analyzed by Polarized Light Microscopy**TEM** = Analyzed by Transmission Electron Microscopy**ACM** = >1.0% asbestos, assumed asbestos containing**FT** = Floor tile**NAD** = No asbestos detected**NA** = Not applicable**PS** = Positive stop**Ext** = Exterior of structure, including roof**TRACE** = Less than 1% asbestos - Non-ACM

## Transmittal

In the event the aforementioned structure is to be demolished and as required by NYS, as per NYCRR 56, Subpart 56-5, prior to demolition:

*"One (1) copy of this completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable State or local laws."*

*"The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office"*

BUFFALO DISTRICT: Asbestos Control Bureau District Office for Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Wayne, Wyoming and Yates Counties:

**NYS Dept. Of Labor:**

65 Court St. - Rm. 405  
Buffalo, NY 14202  
(716)847-7126  
**(716) 847-7138 (fax)**

**Laboratory Analysis:**

Paradigm Environmental Services  
1815 Love Road  
Grand Island, NY 14072  
ELAP LAB ID: 11955

**Laboratory Analysis:**

AmeriSci Richmond  
13635 Genito Road  
Midlothian, VA 23112  
ELAP LAB ID: 10984

**New York State – Department of Labor**  
Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**


56 Services, Inc.  
P.O. Box 561  
Buffalo, NY 14213

FILE NUMBER: 07-0281  
LICENSE NUMBER: 29631  
LICENSE CLASS: FULL  
DATE OF ISSUE: 04/22/2021  
EXPIRATION DATE: 05/31/2022

Duly Authorized Representative – Robert Barr:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Amy Phillips, Director  
For the Commissioner of Labor

SH 432 (8/12)



**AmeriSci Richmond**

13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800

## PLM Bulk Asbestos Report

56 Services, Inc  
Attn: Robert Barr  
PO Box 561  
  
Buffalo, NY 14213

**Date Received** 10/04/21 **AmeriSci Job #** 121101107  
**Date Examined** 10/06/21 **P.O. #**  
**ELAP #** 10984 **Page** 1 **of** 1  
**RE:** 21-09031; 143 Townsend St, Dunkirk

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	121101107-01	Yes	12.9%
<b>Location:</b> Siding; Ext; Ext			(by NYS ELAP 198.1) by Donna M. Blackwell on 10/06/21
<b>Analyst Description:</b> Gray, Heterogeneous, Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 12.9 %			
<b>Other Material:</b> Non-fibrous 87.1%			

**Reporting Notes:**

Analyzed by: Donna M. Blackwell  
Date: 10/6/2021

Reviewed by: Donna M. Blackwell

\*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 microscope, Serial #232420, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

~~121101072~~ Total 21

56 Services Project Number

**Lab ID Number**

29 Sept 21  
Sampling Date

**RUSH 48H 3D 5D**  
(24H if not selected)

143 TOWNSEND ST.

DUNK, RK

### Project Address

01

### Number of Samples

### Results Due By

[illegible]

☐ *Transite* \_\_\_\_\_

☐ *Duct* \_\_\_\_\_

*Additional Notes:*

**Additional Instructions:**

- ☐ Analyze PLM then TEM if negative AND NOB
- ☐ Stop ALL analysis if \_\_\_\_\_ ACM
- ☐ TEM Analysis only (or as marked above)
- ☐ Positive Stop per group:

**Analyze for the following State:**

- ☐ *Pennsylvania*  
☐ *Louisiana*  
☐ *West Virginia*  
☐ *Other* \_\_\_\_\_

Please analyze as per NYS  
If no other state is selected

email results to rob@56services.com

RECEIVED

**Sampled / Relinquished By:**

**Date and Time**

Received By:

OCT 04 202

**Date and Time**

PO Box 561 Buffalo, NY 14213  
716.341.8601 (ph.) 716.408.9567 (fax)

[www.56services.com](http://www.56services.com)

# 56

## services



**AGREEMENT BETWEEN CITY OF DUNKIRK**

**AND**

---

**FOR DEMOLITION OF  
143 TOWNSEND STREET (79.16-2-45)**

**CITY OF DUNKIRK, NEW YORK**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **CITY OF DUNKIRK, NEW YORK**, a municipal corporation hereinafter referred to as "**City**", and \_\_\_\_\_ hereinafter called "**Contractor**".

**WITNESSETH:**

**WHEREAS**, the properties located at **143 Townsend Street (79.16-2-45)** are required to be demolished, and

**WHEREAS**, it has been determined that such structures are a danger to the health, safety, and welfare of the public and are to be demolished, and

**WHEREAS**, \_\_\_\_\_ has agreed to perform the demolition, now, therefore,

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties do hereby agree as follows:

1. The Contractor shall demolish the structures at 143 Townsend Street (79.16-2-45)
2. The Contractor shall:
  - a. Provide documentation satisfying the regulations of the Department of Labor and regulations of the City of Dunkirk. All services shall comply with NYSDOL ICR #56.
  - b. Provide a Certificate of Insurance of proper coverage as required by the city on the attached City of Dunkirk Insurance Certificate together with such other insurance, including but not limited to, Workers' Compensation Insurance and Workers' Disability Insurance as required by law.
  - c. Provide adequate barrier fencing and signage and take all necessary precautions for the protection of the work and the safety of the public.
  - d. The Contractor shall be responsible for all traffic control and shall properly barricade the area to ensure the public safety during work.
  - e. Performance of the covenants of this contract by the Contractor shall be to the satisfaction of the Building Inspector.

- f. The Contractor shall comply with all Federal, State and Local laws, rules, and regulations applicable hereto.
  - g. The City shall pay the Contractor the total sum of \$\_\_\_\_\_ (\_\_\_\_\_) upon completion of all work hereunder and upon certification thereto by the Building Inspector.
3. The Contractor shall hold City harmless from all claims arising out of the \_\_\_\_\_ operations hereunder.
- a. It is mutually agreed that Contractor is an independent contractor and not an employee, agent, or servant of the City.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed the day and year first above written.

**CITY OF DUNKIRK, NEW YORK**

\_\_\_\_\_  
**Wilfred Rosas**  
**Mayor**

STATE OF NEW YORK       )  
COUNTY OF CHAUTAUQUA ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_ 2019 before me the subscriber, personally appeared **Wilfred Rosas** to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

STATE OF NEW YORK       )  
COUNTY OF CHAUTAUQUA ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_ 2019 before me the subscriber, personally appeared \_\_\_\_\_ to me personally known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.

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

All questions regarding work or payment are to be referred to the Department originating this agreement.

It is mutually understood and agreed that the Vendor stands in relationship of an independent contractor to, and is not an employee, servant, or agent of the City. The Vendor shall indemnify and hold the City harmless from any liability, claim, demand, or judgment arising from the Vendor's performance of the terms of this agreement.

It is expressly understood that either party may cancel this agreement at any time for any reason whatsoever 30 days written notice.

NOTE THE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING SHEET

Departmental Approval:

Approved:

Vendor Acceptance:

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

Mayor  
(Wilfred Rosas, Mayor)

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

Signature

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Name - Print or Type

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

City Clerk

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. **Payment.** Payment shall be made upon submission by Vendor to City of a properly executed and itemized City claim voucher in form and content approved by the City Department Head or the Department Head's authorized subordinate, and accompanied by such fiscal records and documentation as may be reasonably requested.
2. **Termination.** This Agreement can be terminated immediately in the event Vendor fails to comply with sections 4, 5, 6, and 8 hereof.
3. **Guarantee.** The Vendor shall fully guarantee the quality and workmanship of the services or goods provided and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.
4. **Insurance.** The Vendor shall secure and maintain in full force and effect liability and casualty insurance of at least \$1 million or such other liability coverage as accepted by the City Law Department. Unless City otherwise agrees in writing, the City shall be named as additional insured for purposes of coverage but not for payment of premium. Vendor shall file a copy of its certificate of insurance with the City Clerk prior to performing this Agreement or receiving any payment thereunder. All certificates of insurance shall provide that the City be given at least thirty (30) days advance written notice of any intent to cancel coverage.
5. **Statutory Compliance.** The Vendor shall perform in accordance with all federal, state, and local laws, rules, and regulations, including without limitation any applicable provisions of Article 8 of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference. Vendor shall provide at their expense all permits or licenses for the performance of this Agreement and shall be solely responsible for paying any fines or penalties incurred as a result of any improper services.
6. **Non-discrimination.** The Vendor will not discriminate or permit discrimination against any individual or group on the grounds of age, race, creed, color, national origin, sex, religion, disability, or marital status.
7. **Records.** The Vendor shall prepare and maintain in an orderly manner all relevant records and documents relating to the goods or services provided hereunder. All books and records of the Vendor shall be available upon request for inspection and/or audit by the City during the term hereof and for a period of three (3) years thereafter.
8. **Assignment.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the City.
9. **Amendments.** No waiver, modification or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
10. **Force Majeure.** Except as otherwise expressly set forth in this Agreement, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act (other than the payment of money) required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement (all of such reasons or causes referred to in this Agreement as "force majeure"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equal to the period of such delay.

**11. Entire Agreement.** This Agreement, including all documents regarding the City's participation with the Chautauqua County Land Bank Corporation and the Office of the Attorney General's Community Revitalization initiatives, including any attachments, exhibits and addenda, contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties relating to the services provided hereunder. Any other statements or representations made by either party are void and have no force or effect.

**12. Iran Divestment Act.** 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 that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Bidders Initials \_\_\_\_\_

## City of Dunkirk Standard Insurance Certificate

This certificate does not amend, extend, or alter the coverage afforded by the standard form policies listed below.

I. Insured: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_

III. Issuing Name \_\_\_\_\_  
Address \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_

III. Companies Affording Coverages

A \_\_\_\_\_

B \_\_\_\_\_

C \_\_\_\_\_

D \_\_\_\_\_

IV. This is to certify that the policies listed below have been issued to the insured name above and are in force at this time.

Indicate Type of Insurance by Checking the Box	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS		
			Check the box	Each Occurrence	Aggregate
COMPANY 1. General Liability <input type="checkbox"/> Commercial <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/ Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage  OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit <input type="checkbox"/> Self-Insured Retention		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property  Damage Combined \$ _____  Self-Insured Retention \$ _____		
4. Worker's Compensation Employer's Liability Disability Benefits 5. Other			Statutory  Statutory		

V. City of Dunkirk is included as an additional insured under the following Policy numbers: \_\_\_\_\_

VI. **ACKNOWLEDGMENT:** Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor agreement.

VII. **CANCELLATION NOTICE:** Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the City of Dunkirk City Attorney.

Name and Address of Certificate Holder and & Recipient of Notice:  <p style="text-align: center;">City of Dunkirk</p>	Date Issued _____  Authorized Representative _____  Firm Name and Address _____
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FOR CITY USE ONLY:

Name of City Dept. Requesting Certificate \_\_\_\_\_  
 Purchase Order or Contract Number \_\_\_\_\_  
 Vendor Insurance Classification \_\_\_\_\_

## INSTRUCTIONS FOR CITY OF DUNKIRK STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured, and this certificate delivered before commencement of work or delivery of merchandise or equipment.

### CERTIFICATES OF INSURANCE

Shall be made to the "City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048".

Shall evidence coverage of compliance with all specifications of the contract.

Shall be executed by an insurance company and/or agency, which is licensed by the Insurance Department of the State of New York. If executed by a broker, a notarized copy of authority to bind or certify coverage must be attached.

The "ACORD" form certificate may be used, providing the following two additional conditions (A and B) are added to the form, verbatim.

**ACKNOWLEDGMENT:** Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Dunkirk, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the City-Contractor Agreement.

**CANCELLATION NOTICE:** Prior to non-renewal or material change in policy or cancellation of these policies, at least thirty (30) days advance notice shall be given to the City of Dunkirk, City Attorney.

IV. Forward the completed certificate to: **"City of Dunkirk, City Attorney, City Hall, 342 Central Avenue, Dunkirk, New York 14048"**.

Minimum coverage with limits is as follows:

VENDOR CLASSIFICATION	A CONSTRUCTION AND DEMOLITION MAINTENANCE	B PURCHASE OR LEASE OF MERCHANDISE OR EQUIPMENT	C PROFESSIONAL SERVICES	D PROPERTY LEASED TO OTHERS OR USE OF FACILITIES OR GROUNDS	E CONCESSIONAIRE SERVICES *	F LIVERY SERVICES	G ALL PURPOSE PUBLIC ENTITY CONTRACTS
<b>COMP. GENERAL LIABILITY</b>	\$ 1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Prem. & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prod. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contract	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	<b>NOTE: Comprehensive Form Not Required</b>					**
- X, C, U	INCLUDE						
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law			INCLUDE	***			
- Host Liquor							
<b>AUTO LIABILITY</b>	\$ 1,000,000 CSL		\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$ 1,000,000 CSL	\$1,000,00 CSL	\$ 1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
<b>EXCESS UMBRELLA LIABILITY</b>	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<b>WORKER'S COMP. &amp; EMPLOYER'S LIAB.</b>	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
<b>DISABILITY BENEFITS</b>	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
<b>PROFESSIONAL LIABILITY</b>			\$ 1,000,000				
<b>CITY OF DUNKIRK TO BE NAMED ADDITIONAL INSURED ON ALL POLICIES</b>	GL-AL EXCESS	Broad Form Vendors May Be Required	GL-AL EXCESS PROF.	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS	GL-AL EXCESS

\* Coverage requirements may be waived, or amounts altered by the City Attorney in appropriate situations.

\*\* Snow removal contracts require evidence of broad form property damage.

\*\*\* In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages, an endorsement for liquor liability is required.

In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease, or agreement. The alternate coverages and limits should be evidenced on the certificate in lieu of the standards printed above. Coverage requirements may be waived, or amounts altered by the City Attorney in appropriate situations.

## PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBEs.
- b) For purposes of this project, ESD hereby establishes an **overall MWBE participation goal requirement of 30%** (based on the current availability of qualified certified MWBEs).
- c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

**<https://ny.newnycontracts.com>**

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBEs on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit



only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
  - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
  - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
  - 1. If a Recipient fails to submit an MWBE Utilization Plan;
  - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
  - 3. If a Recipient fails to submit a request for waiver; or

4. If ESD determines that the Recipient has failed to document “Good Faith Efforts.”

- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10<sup>th</sup> day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10<sup>th</sup> day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- l) “Good Faith Efforts” is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate “Good Faith Efforts”, Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding “Good Faith Efforts,” please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:  
[http://esd.ny.gov/MWBE/Data/OFFICIAL\\_COMPILATION\\_OF\\_MWBEREGS.pdf](http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf)

- m) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “Good Faith Efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a

finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

- n) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov);
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:  
Empire State Development  
Office of Contactor & Supplier Diversity  
633 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.



OCSD-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TOWN/COUNTY/ZIP: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ESD OCSD REPRESENTATIVE: \_\_\_\_\_  
CONTRACT/PROJECT NAME: \_\_\_\_\_  
CONTRACT/PROJECT #: \_\_\_\_\_  
PROJECT START DATE: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_  
ACTUAL COMPLETION DATE: \_\_\_\_\_

REPORTING PERIOD: ☐ Monthly for the Month of: \_\_\_\_\_  
☐ Quarterly (Check Applicable):  
☐ Quarter 1 (4/1-6/30) | ☐ Quarter 2 (7/1-9/30) | ☐ Quarter 3 (10/1-12/31) | ☐ Quarter 4 (1/1-3/31)

Attach MWBE and SDVOB executed contracts, final lien waivers and cancelled checks as proof of payment to the identified MWBEs and SDVOBs.  
This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$

CERTIFICATION: I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



**SUBMIT REPORT TO:** Office of Contractor and Supplier Diversity  
Empire State Development  
633 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017

Completed forms may be emailed directly to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). All email submissions must include the name and contact information of the individual or firm submitting the information.

**QUESTIONS?** Please contact the OCSD's Project Managers or email the office at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov).

<b>Danah Alexander</b> (212) 803-3244 <a href="mailto:Danah.Alexander@esd.ny.gov">Danah.Alexander@esd.ny.gov</a>	<b>Geraldine Ford</b> (716) 846-8205 <a href="mailto:Geraldine.Ford@esd.ny.gov">Geraldine.Ford@esd.ny.gov</a>	<b>Denise Ross</b> (212) 803-3226 <a href="mailto:Denise.Ross@esd.ny.gov">Denise.Ross@esd.ny.gov</a>	<b>Edwina Telemaque</b> (212) 803-3109 <a href="mailto:Edwina.Telemaque@esd.ny.gov">Edwina.Telemaque@esd.ny.gov</a>	<b>Jazmin Thomas</b> (212) 803-3571 <a href="mailto:Jazmin.Thomas@esd.ny.gov">Jazmin.Thomas@esd.ny.gov</a>
<b>R E G I O N S :</b>				
North Country Mohawk Valley Brooklyn, Bronx Queens and Long Island ESD Subsidiaries – AYCDC, HCDC, MSDC	Finger Lakes Western New York ESD Subsidiaries – ECHDC, USA Niagara	Capital District Mid-Hudson Manhattan Staten Island	DED Procurement Contracts Central NY Southern Tier	ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC



OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

\* indicates mandatory fields

\* Contractor Name: \_\_\_\_\_

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

\* Representative Name: \_\_\_\_\_

Town, State & Zip: \_\_\_\_\_

\* Phone: \_\_\_\_\_

\* ESD Contract/Project Number: \_\_\_\_\_

\* Fax: \_\_\_\_\_

RFP/RFQ/Solicitation Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\* MWBE Goal: MBE \_\_\_\_\_% + WBE \_\_\_\_\_% = MWBE GOAL \_\_\_\_\_%

\* Total Dollar Value of Contract/Grant: \$ \_\_\_\_\_

\* SDVOB Goal: \_\_\_\_\_%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

Preparer's Name (Print or Type): \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

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

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

**\*\* FOR OCSD USE ONLY \*\***

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:

<b>Request for Waiver</b>		
Grantee / Contractor Name:	Fed ID No.:	
Full Address:	Contract / Project Number:	
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)	
Current Contract Value:	MWBE Goal: MBE      % + WBE      % Overall MWBE Goal:      % SDVOB Goal:      %	
<p><b>By submitting this form and the required information, the Contractor certifies that every “Good Faith Effort” has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review <a href="#">5 NYCRR § 142.8</a> and <a href="#">9 NYCRR § 252</a>, Contractor’s Good Faith Efforts, for the precise definition of “Good Faith Effort.” Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor’s responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity (“OCSD”).</b></p>		
<p><b>*UTILIZATION VALUE MET:</b></p> <p style="margin-left: 40px;">MBE: \$ _____   WBE: \$ _____   SDVOB: \$ _____</p>		
<p><b>*CONTRACTOR IS REQUESTING :</b></p> <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> <b>MBE Waiver</b> – A waiver of the MBE Goal for this procurement is requested. REQUESTED MBE GOAL: _____%</li> <li>2. <input type="checkbox"/> <b>WBE Waiver</b> – A waiver of the WBE Goal for this procurement is requested. REQUESTED WBE GOAL: _____%</li> <li>3. <input type="checkbox"/> <b>OVERALL MWBE Waiver</b> – A waiver of the MWBE Goal for this procurement is requested. REQUESTED MWBE GOAL: _____%</li> <li>4. <input type="checkbox"/> <b>SDVOB Waiver</b> – A waiver of SDVOB Participation Goal for this procurement is requested. REQUESTED SDVOB GOAL: _____%</li> </ol>		
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR’S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.</p>		
<b>*Name and Title of Preparer:</b>	<b>*Telephone Number:</b>	<b>*Email:</b>



**Contractor's Good Faith Efforts**

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
  - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
  - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
  - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
  - (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.



OCSD-5

WAIVER REQUEST FORM

- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

<p>Submit with the bid or proposal or if submitting after award submit to:</p> <p><b>Empire State Development Office of Contractor and Supplier Diversity 633 Third Avenue, 35<sup>th</sup> Floor New York, New York 10017</b></p>	<b>***** FOR OCSD USE ONLY *****</b>	
	<b>REVIEWED BY:</b>	<b>DATE:</b>
	<p>Waiver Granted: <input type="checkbox"/> YES    MBE: <input type="checkbox"/>    WBE: <input type="checkbox"/>    SDVOB: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver                      <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> *Conditional                      <input type="checkbox"/> Notice of Deficiency Issued _____</p> <p>* <u>Comments:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	