



**NEW YORK CITY HOUSING AUTHORITY**  
90 CHURCH STREET • NEW YORK, NY 10007  
TEL: (212) 306-3000 • <http://nyc.gov/nycha>

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**LISA BOVA-HIATT**  
INTERIM CHIEF EXECUTIVE OFFICER

September 21, 2022

The Honorable Gale A. Brewer  
New York City Council Member, 6<sup>th</sup> District  
Chair, Oversight & Investigations Committee  
City Hall  
New York, NY 10007

The Honorable Alexa Avilés  
New York City Council Member, 38<sup>th</sup> District  
Chair, Committee on Public Housing  
City Hall  
New York, NY 10007

Dear Chair Brewer and Chair Aviles:

Thank you for your letter dated September 13, 2022 regarding the water advisory at Jacob Riis Houses, which was issued on September 2, 2022 and lifted on September 10, 2022. Like you, we are committed to ensuring all of NYCHA's residents have safe drinking water.

In this letter, we have provided preliminary answers to your questions. It is important to note that NYCHA's Compliance Department and Environmental Health and Safety Department, in coordination with NYCHA's Federal Monitor, are conducting an investigation and will be writing a report regarding the Authority's response at Riis Houses. We expect that the report will include a set of recommendations for the Authority to consider as well as a detailed set of findings that will help expand on these answers in the future.

**I. Summer 2022 Water-Quality Issues at the Jacob Riis Houses<sup>1</sup>**

- 1. The total number and dates of all resident complaints regarding water-quality issues at the Jacob Riis Houses, including 311 complaints, from May 1, 2022 to the date of this letter.**

NYCHA tracks complaints related to water quality in our asset management database, Maximo, using a specific failure class ("Water") and problem code ("Dirty/Brown Water"). A water quality complaint has emergency priority coding in Maximo. NYCHA residents use the MyNYCHApp or

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<sup>1</sup> We copy here for the purpose of clarity the following from your letter – "Please note that the term "water-quality issues," as used in this letter, should be interpreted broadly to include arsenic, Legionella, and any and all other contaminants that may negatively impact the health of NYCHA residents."

the NYCHA Customer Contact Center, and not 311, to file complaints with NYCHA about conditions in their development or apartment. It is possible that other complaints to 311 occur and could have been routed to an entity other than NYCHA but here we report only on the complaints logged in NYCHA’s Maximo system.

Below is a table showing all complaints among the Jacob Riis Houses’ more than 1,700 apartments for the period from May 1, 2022 to September 3, 2022 (the day after the advisory was issued). Since residents can file complaints by either unit or room, the totals include scenarios where residents filed two complaints simultaneously, for example, for one bathroom and one kitchen. The complaints listed are for the specific set of codes described above and the complaints were pulled from the Maximo system. For ease of reference, we have produced the complaints in one-week intervals:

<b>Week</b>	<b>Total Number of Complaints</b>
May 1 to May 7	0
May 8 to May 14	2
May 15 to May 21	0
May 22 to May 28	0
May 29 to June 4	1
June 5 to June 11	0
June 12 to June 18	4
June 19 to June 25	0
June 26 to July 2	0
July 3 to July 9	10
July 10 to July 16	4
July 17 to July 23	10
July 24 to July 30	6
July 31 to August 6	21
August 7 to August 13	6
August 14 to August 20	18
August 21 to August 27	2
August 28 to September 3	8
<b>TOTAL</b>	<b>93</b>

**2. The dates and results of all water samples collected and water tests conducted in response to (1) above, including by LiquiTech, Inc. (LiquiTech) and Environmental Monitoring and Technologies, Inc. (EMT) in late August and early September 2022.**

Below is a description of water samples collected and test results received at the Riis Houses from June 2022 to present. We also note that many of these test results are available on the NYCHA website and the City of New York’s website so that the public and Riis Houses residents can review them in greater detail.<sup>2</sup>

<sup>2</sup> See - <https://www1.nyc.gov/site/nycha/residents/riis-houses-water.page> and <https://www1.nyc.gov/site/nycha/residents/riis-houses-reports.page>

Entity Collecting Samples	Location	Date Samples Collected	Date Results Received by NYCHA	Summary of Results <sup>3</sup>	Link or Document Reference for Full Results
American Pipe and Tank Lining Company and Environmental Building Solutions, LLC	465 East 10 <sup>th</sup> Street Roof Tank (Building 8)  466 East 10 <sup>th</sup> Street Roof Tank (Building 11)	7/6/2022	7/9/2022	“Water is bacteriologically fit for human consumption and meets all requirements of the Federal Safe Drinking Water Act for the analytes tested”	Pursuant to NYC Administrative Code 17-194, the inspection report including the sample result are uploaded to a DOHMH website by NYCHA’s water tank inspector on an annual basis for each drinking water tank.
Department of Environmental Protection	E/S Avenue D 1 <sup>st</sup> Hydrant S/O E 9 <sup>th</sup> Street	8/13/2022	8/16/2022	This sample was positive for total coliform, which is why DEP re-sampled on the 15 <sup>th</sup> (see below)	<a href="#">This link</a>
LiquiTech and Environmental Monitoring and Technologies Inc.	Building 11 Point of Entry	8/13/2022	8/29/2022	This report indicated an estimated value for arsenic concentration of 0.0122 parts per million (PPM) with a qualifier (J Value). This estimated value is below the laboratory’s reporting limit for arsenic (0.0125 PPM) and appears to have been based on a statistical calculation but the value is above the EPA’s standard under the Safe Drinking Water Act (0.0100 PPM). NYCHA immediately requested additional confirmatory testing.	<a href="#">This link</a>
LiquiTech and Special Pathogens Laboratory	Various Locations Throughout Riis Houses	8/13/2022 8/16/2022 8/17/2022	Preliminary results 9/2/2022  Final results 9/7/2022 (some results are still pending as discussed)	According to DOHMH and DEP, “for certain samples, sampling methods and collection procedures deviated from CDC recommended protocols or sample handling did not meet recommended NYS laboratory protocols and is under review by NYCHA. As such, we suspect the results do not reliably indicate the previous conditions of drinking	<a href="#">This link</a>

<sup>3</sup> For ease of reference, NYCHA is not including all results across all analytes or parameters across all locations in a table format. Rather, we discuss here summaries of the analysis of results as they relate to “arsenic, Legionella, and any and all other contaminants that may negatively impact the health of NYCHA residents.” We encourage you to look at the linked documents for the more detailed results.

Entity Collecting Samples	Location	Date Samples Collected	Date Results Received by NYCHA	Summary of Results <sup>3</sup>	Link or Document Reference for Full Results
			herein) <sup>4</sup>	water at Riis Houses. [...] The Health Department has reviewed its Legionnaires' disease surveillance data, and there have been no confirmed cases in the Riis Houses in the last 12 months. The Riis Houses have not met the criteria to initiate remediation protocols for <i>Legionella</i> , which follows CDC recommended guidance. [...] The initial vendor, Liquitech, also conducted a number of non-standard drinking water bacteria tests. Some of the bacteria rarely lead to infections outside of health care facilities and are not standard tests performed in residential settings. For example, <i>Acinetobacter</i> is a group of bacteria (germs) commonly found in the environment, like in soil and water, but there is no EPA action level for this bacteria in drinking water."	
Department of Environmental Protection	E/S Avenue D 1 <sup>st</sup> Hydrant S/O E 9 <sup>th</sup> Street	8/15/2022	8/16/2022	No exceedances	<a href="#">This link</a>
LiquiTech and Environmental Monitoring and Technologies Inc.	Building 11 Point of Entry (2 samples), Building 8 Point of Entry (1 sample), 3 Apartments	8/30/2022	9/1/2022	Indicated arsenic concentrations above the laboratory's reporting limit (0.0125 PPM) for five of six samples.	<a href="#">This link</a> (beginning on page 9)
American Pipe	465 East 10 <sup>th</sup>	8/30/2022	9/1/2022	"Water is bacteriologically fit	Pursuant to NYC

<sup>4</sup> Some of the results from Liquitech's mid-August sampling events are still pending or have only been provided in a preliminary format. The results produced in a preliminary format include testing for arsenic among the August 16<sup>th</sup> and August 17<sup>th</sup> samples, which was partially produced to NYCHA in a preliminary format on September 9, 2022, even though the samples were not originally taken for that purpose. While the preliminary reports showed no elevated level of arsenic, the circumstances surrounding the use of these samples to test for arsenic is the subject of an ongoing investigation and NYCHA does not plan to rely on these tests. Some results have also not been produced in any form. In addition, Liquitech took a sample from the fire hydrant located at E/S Avenue D 1<sup>st</sup> Hydrant S/O E 9<sup>th</sup> Street on September 2, 2022, and the results from this sample are still pending. The circumstances for taking this sample are not clear to NYCHA and the taking of this sample is the subject of an ongoing investigation.



Entity Collecting Samples	Location	Date Samples Collected	Date Results Received by NYCHA	Summary of Results <sup>3</sup>	Link or Document Reference for Full Results
and Tank Lining Company and Environmental Building Solutions, LLC	Street Roof Tank (Building 8)  466 East 10 <sup>th</sup> Street Roof Tank (Building 11)			for human consumption and meets all requirements of the Federal Safe Drinking Water Act for the analytes tested”	Administrative Code 17-194, the inspection report including the sample result are uploaded to a DOHMH website by NYCHA’s water tank inspector on an annual basis for each drinking water tank.
Department of Environmental Protection	Building 11 Point of Entry and E/S Avenue D 1 <sup>st</sup> Hydrant S/O E 9 <sup>th</sup> Street	9/2/2022	9/3/2022	No elevated level of arsenic and no other exceedances	<a href="#">This link</a>
LiRo Group Company and Long Island Analytical Laboratories Inc. (Arsenic)	Various Locations Throughout Riis Houses	9/4/2022	9/5/2022	“All locations returned test results that are well within the EPA standards for arsenic in residential drinking water. 127 locations, including all six locations that were previously identified as having unsafe levels of arsenic, were found to have undetectable levels of arsenic, or levels that are lower than the lab detection limit of 0.5 micrograms per liter (ug/L). At 13 locations, arsenic was detected at levels greater than 0.5 ug/L but lower than 1 ug/L, or ten times less than both the New York State Department of Health and the federal standard for safe residential drinking water, which is 10 ug/L.”	<a href="#">This link</a>
		9/5/2022	9/6/2022		
		9/6/2022	9/7/2022		
LiRo Group Company and Long Island Analytical Laboratories Inc. (Bacterial)	Various Locations Throughout Riis Houses	9/6/2022	9/8/2022	According to DOHMH and DEP: “NYCHA analyzed for the standard bacteria tests for drinking water — including total coliform and <i>E. coli</i> — which all met EPA drinking water standards. Additionally, NYCHA had LiRo test for heterotrophic plate count (HPC), a method used to measure the variety of bacteria that are common in water and	<a href="#">This link</a>
		9/7/2022	9/9/2022		

Entity Collecting Samples	Location	Date Samples Collected	Date Results Received by NYCHA	Summary of Results <sup>3</sup>	Link or Document Reference for Full Results
				used as an indicator of potential bacterial contamination. The HPC results did not indicate any area of concern within the Riis campus and also met EPA safety standards for drinking water.”	
Environmental Monitoring and Technologies Inc. Retraction of Results	See 8/13 and 8/30 samples	8/13/2022 8/30/2022	9/9/2022	“Based on our investigation, we believe any contamination for arsenic found in these specific samples to be at trace levels, well below the Federal MCL of 10PPB. We retract all arsenic results produced on August 26, 2022 and September 1, 2022.”	<a href="#">This link includes the statement of retraction</a>  <a href="#">This is the updated broad spectra report</a>  <a href="#">This is the updated re-sampling report</a>
Department of Environmental Protection	E/S Avenue D 1 <sup>st</sup> Hydrant S/O E 9 <sup>th</sup> Street	9/9/2022	9/12/2022	No elevated level of arsenic, no exceedance of HPC average, and no other exceedances	<a href="#">This link</a>

**3. A detailed timeline of when the Department of Environmental Protection (DEP), the Department of Health and Mental Hygiene (DOHMH), and the Mayor’s Office were each notified of NYCHA’s decision to collect water samples and conduct water tests at the Jacob Riis Houses and of the results of each such test, when and how results were communicated by LiquiTech and EMT to NYCHA and to NYCHA residents, including before and after the retraction of the results of the original tests conducted by LiquiTech and/or EMT.**

DEP was first engaged by NYCHA on August 12, 2022 to investigate the root cause of reported cloudy water and to assist with testing of the water. DEP staff were dispatched and initiated the flushing out of the water main via the hydrant adjacent to Riis Houses and collected samples on August 13, 2022 and August 15, 2022, which were tested for basic chemistry, *r E. coli* and Total Coliform. DEP found that the water at the hydrant adjacent to the Riis Houses met drinking water standards based on the parameters taken.

Based on my understanding, NYCHA first contacted DEP and DOHMH on September 1, 2022 about the water testing at Riis conducted by LiquiTech after receiving confirmatory results indicating the presence of elevated levels of arsenic at Riis. This confirmatory testing was conducted after NYCHA received an e-mail from LiquiTech on August 29, 2022 attaching a preliminary report from the laboratory retained by LiquiTech - Environmental Monitoring and Technologies Inc. – with results for the sample taken on August 13, 2022 at the point of entry to Building 11 of the Riis Houses.<sup>5</sup> The preliminary report indicated an estimated value for arsenic at a concentration of 0.0122 parts per million (PPM) with a qualifier (J Value). This estimated value was below the laboratory’s reporting limit for arsenic (0.0125 PPM) and

<sup>5</sup> EMT’s preliminary report is dated Friday August 26, 2022 but the results were not provided to NYCHA by Liquitech until Monday August 29, 2022 in the morning.

appears to have been based on a statistical calculation. The value exceeded the EPA standard for drinking water that was established in 2001 of 0.0100 PPM.

After reviewing the report, NYCHA instructed Liquitech to immediately take additional samples to test for arsenic. LiquiTech took the additional samples the next morning on August 30, 2022. Based on Environmental Monitoring and Technologies Inc.'s subsequent report, the samples were received by the laboratory on August 31, 2022. In the afternoon on September 1, 2022, LiquiTech e-mailed NYCHA with the results from the August 30, 2022 sampling event. The results showed that five of the six samples had arsenic concentrations above the laboratory's reporting limit (0.0125 PPM) and that the elevated samples were all between 0.0136 PPM and 0.0141 PPM.

NYCHA first informed DEP and DOHMH of these results via e-mail in the early part of the evening on September 1, 2022, and sought guidance on how to proceed. That evening, NYCHA and DEP also began to plan for DEP personnel to access the Riis Houses to take samples the next morning on September 2, 2022. On the following morning, September 2, a meeting between DOHMH, DEP and NYCHA took place. The DEP samples for the hydrant and the point of entry came back significantly below the federal standard for arsenic in drinking water on September 3.

During the meeting on September 2, the agencies recommended NYCHA investigate the laboratory methodologies. DOHMH advised NYCHA to evaluate the plumbing configurations for buildings associated with the presence of arsenic detection and conduct a possible source investigation since recent plumbing construction activities had occurred. Given that multiple samples had been reported with arsenic, DOHMH advised NYCHA to notify Riis Houses residents not to drink or cook with the water, to flush the plumbing system and to resample as a precautionary measure. Pending further information, NYCHA issued a notification to its residents to not drink or cook with the water beginning on September 2, and NYCHA began distributing clean water on-site.

NYCHA also notified City Hall on September 2, 2022 and began notifying elected officials, community partners and residents. NYCHA issued the drinking water advisory to residents on September 2, 2022 and began to distribute potable water. DEP raised doubts about the LiquiTech tests that evening on September 1, 2022.

In the next eight days until the drinking water advisory was lifted on September 10, 2022, NYCHA, DEP, DOHMH and City Hall coordinated all efforts and were in constant communication. All parties worked together to make plans for collecting samples that met public health and environmental testing requirements and guidelines, to provide potable water to residents, to review all incoming test results and on other matters. Updates and test results, including the retraction of results by EMT and incoming results from samples taken by LiRo, were shared with all parties often in real time.

## **II. Other Water-Quality Issues at NYCHA Developments from 2017-2022**

### **4. The total number, location, and dates of all resident complaints regarding water-quality issues from January 1, 2017 to the date of this letter.**

NYCHA would like the opportunity to discuss this data request with the Council. We would like to clarify the Council's data request to ensure we protect residents' personal information, among other items.

### **5. The threshold at which water-quality complaints trigger the collection of water samples and the conducting of water tests and, if no specific threshold exists, the criteria used by**

## **NYCHA that triggers such collections and testing.**

Pursuant to the Safe Drinking Water Act and the State Sanitary Code, DEP, as operator of the public water system, is responsible for the testing and monitoring of New York City's water quality. Each year, DEP collects thousands of samples that are analyzed hundreds of thousands of times in DEP's water quality laboratories. DEP reports that testing for arsenic, for example, was done 1,500 times last year. DEP also provides [guidance](#) to New York City residents on what to do if they notice brown or cloudy water as it may not signify a water-quality issue in all cases. Accordingly, NYCHA generally relies on DEP's robust water quality testing and monitoring program to determine if water is safe to drink.

NYCHA, as a landlord, is obligated under the New York City Health Code to annually have a qualified water tank inspector inspect each water tank and collect samples to test drinking water storage tanks. NYCHA's third-party water tank inspectors report results for the annual inspection to DOHMH by completing a questionnaire provided by the Health Department. The water quality testing is for *E. coli* and Total Coliform bacteria.

Additional water testing is done on a case-by-case basis. NYCHA does not have a set threshold of complaint numbers that would trigger water testing, and its portfolio of more than 270 developments varies considerably in terms of the number of units at a particular site. Some of NYCHA's smaller developments have fewer than 25 units, while some of the larger developments have more than 2,000 units. In other words, some developments may never generate a large number of complaints relative to the developments that are significantly larger. Thus, it is important that each complaint be reviewed and addressed in order to determine whether or not a systemic issue is occurring. NYCHA takes the health and safety of our residents seriously and we acted in this case out of an abundance of caution and in the absence of a set threshold. We look forward to discussing this item with the Council and are open to any recommendations on how we might use complaint related data more effectively. As mentioned, as part of NYCHA's ongoing report related to the Riis Houses drinking water advisory, we expect that new policy and procedural recommendations will be considered by the Authority and implemented.

### **6. The criteria NYCHA uses to determine whether or not to notify DEP and/or the DOHMH of water-quality complaints, water sample collection and/or testing.**

NYCHA works frequently with partners in DEP and the DOHMH on a range of items, including with respect to water quality, as shown and mentioned above. In this case, NYCHA notified DOHMH and DEP because of the water quality concerns raised by the confirmatory testing results for arsenic. As part of NYCHA's ongoing report related to the Riis Houses drinking water advisory, we expect that new policy and procedural recommendations will be implemented and look forward to discussing the Council's recommendations.

### **7. The date, location, and results of all water samples collection and water tests conducted as a result of (4) and (5) above, including whether or not DEP and/or DOHMH were notified in each instance.**

As mentioned in number five above, NYCHA is obligated to have its third-party water quality inspectors produce a questionnaire and results to DOHMH for each water storage tank on an annual basis. These results are available to the public at <https://www1.nyc.gov/site/doh/business/permits-and-licenses/rooftop-drinking-water-tank-inspection-results.page> and on the Open Data Portal.

This does not include every instance where a water sample was collected and tests were conducted and subsequently shared with DEP and/or DOHMH but we would welcome the opportunity to discuss this request in greater detail with the Council so we can determine what the Council is looking for NYCHA to produce.

### **III. Questions regarding LiquiTech and EMT**

#### **8. A copy of the contracts pursuant to which both LiquiTech and EMT were originally retained by NYCHA to collect water samples and conduct water tests at NYCHA facilities, and any updates to these contracts.**

NYCHA's contract with LiquiTech, which was entered into December 4, 2019, is attached here. NYCHA did not retain EMT and does not have a contract with EMT. The laboratory is retained separately by the entity that collects samples and LiquiTech sent the samples from Riis Houses to two separate laboratories – EMT and Special Pathogens Laboratory, as discussed above.


How and why Liquitech was utilized pursuant to this contract to conduct work at Riis Houses in mid-August and how and why EMT was chosen by LiquiTech for a subset of the samples is the subject of ongoing investigation.

#### **9. Any and all other incidents where LiquiTech and/or EMT collected water samples and/or conducted water tests at NYCHA facilities, contaminants were found, and subsequent results showed “false” or different results by any measurement from prior test results.**

I am not currently aware of any other incidents where NYCHA received a result from LiquiTech and/or EMT and then a subsequent result showed the initial result from LiquiTech and/or EMT was false but this question is also being examined as part of an ongoing investigation.

Thank you again for your letter regarding the water advisory at Jacob Riis Houses, and for the opportunity to answer your questions. We look forward to working with you on this important matter.

Sincerely,



Lisa Bova-Hiatt  
Interim Chief Executive Officer

**New York City Housing Authority  
New York, NY 10007**

**Request for Quotation 68636,1**

Title **SMD\_Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Sys**  
Amendment Date **30-JUL-2019 14:35:16**  
Amendment Description **Amendment to address and attach Vendors Questions and Answers Document; Deleted the Developments listed; the bid has been extended to 8/5/2019. Suppliers with an electronic bid on file prior to issuance of this amendment must both "Acknowledge Amendment" and "Resubmit Bid" per RFQ 68636,1**  
Preview Date **Not Specified** Open Date **10-JUL-2019 00:00:00**  
Close Date **05-AUG-2019 10:00:00** Award Date **Not Specified**  
Time Zone **Eastern Time**

Note **Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems at Various Citywide Developments. Bid Security in the amount of five (5%) percent is Required.**

**The Term of this Contract is two (2) years, with the option to extend, at NYCHA's sole discretion, for one (1) year.**

**In addition to the documents attached below, bidders are directed to review the Special Notices and Conditions, Instructions to Bidders, and General Conditions prior to submitting a bid. To access these documents, click on the "Contract Terms" tab above, and then "Preview Contract Terms," to download a PDF version.**

**Please note that in the event NYCHA receives no responses in connection with this RFQ by the original bid submission deadline, the bid submission deadline shall be extended automatically for seven (7) calendar days. The foregoing extension does not in any way limit NYCHA's right to extend the bid submission deadline for any other reason.**

**Prior to submitting a bid, please confirm that your bid response includes all required forms and documentation and that all required forms and documentation are properly completed, signed, and notarized, where applicable.**

**Bidders electing to submit a bid in hard copy (a "Paper Bid"), rather than electronically through NYCHA's iSupplier system, will be required to pay a \$25 non-refundable fee prior to the submission of a Paper Bid. There is no fee to submit a bid electronically through NYCHA's iSupplier system. Bidders must remit payment for Paper Bids to NYCHA's Finance Department at 90 Church Street, 6th Floor, New York, NY 10007, and obtain a receipt. The receipt must be submitted with the Paper Bid as proof of payment of the non-refundable fee. Bidders that have paid the \$25 non-refundable fee may obtain a paper copy of the bid documents from NYCHA by presenting the receipt to NYCHA's Procurement Department at 90 Church Street, 6th Floor, New York, NY 10007. Upon the bidder's presentation of a valid receipt, NYCHA will generate a paper bid package for the bidder to complete and submit.**

*Please respond thru our Electronic Procurement system:*

Company **NYCHA**

Buyer **RODGERS, MIRIAM**  
Location **NYCHA**  
**VARIOUS DELIVERY POINTS**  
**141**  
**New York, NY**  
**United States**  
Phone **Not Specified**  
Fax  
Email **Miriam.Rodgers@nycha.nyc.gov**

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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## 1 Header Information

### 1.1 General Information

Title **SMD\_Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Sys**

Description **Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems at Various Citywide Developments. Bid Security in the amount of five (5%) percent is Required.**

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Preview Date **Not Specified**

Close Date **05-AUG-2019 10:00:00**

Time Zone **Eastern Time**

Quote Style **Sealed**

Outcome **Blanket Purchase**

**Agreement**

Open Date **10-JUL-2019 00:00:00**

Award Date **Not Specified**

Buyer **RODGERS, MIRIAM**

Email **Miriam.Rodgers@nycha.nyc.gov**

**Note** Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems at Various Citywide Developments. Bid Security in the amount of five (5%) percent is Required.

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Please note that in the event NYCHA receives no responses in connection with this RFQ by the original bid submission deadline, the bid submission deadline shall be extended automatically for seven (7) calendar days. The foregoing extension does not in any way limit NYCHA's right to extend the bid submission deadline for any other reason.

Prior to submitting a bid, please confirm that your bid response includes all required forms and documentation and that all required forms and documentation are properly completed, signed, and notarized, where applicable.

Bidders electing to submit a bid in hard copy (a "Paper Bid"), rather than electronically through NYCHA's iSupplier system, will be required to pay a \$25 non-refundable fee prior to the submission of a Paper Bid. There is no fee to submit a bid electronically through NYCHA's iSupplier system. Bidders must remit payment for Paper Bids to NYCHA's Finance Department at 90 Church Street, 6th Floor, New York, NY 10007, and obtain a receipt. The receipt must be submitted with the Paper Bid as proof of payment of the non-refundable fee. Bidders that have paid the \$25 non-refundable fee may obtain a paper copy of the bid documents from NYCHA by presenting the receipt to NYCHA's Procurement Department at 90 Church Street, 6th Floor, New York, NY 10007. Upon the bidder's presentation of a valid receipt, NYCHA will generate a paper bid package for the bidder to complete and submit.

## 1.2 Terms

Effective Start Date	<b>Not Specified</b>	Effective End Date	<b>Not Specified</b>
Ship-To Address	<b>CITYWIDE DEVELOPMENTS CITYWIDE NYCHA'S DEVELOPMENTS 346046 , NY United States</b>	Bill-To Address	<b>NYCHA Disbursements ATTN: Disbursements P O Box 3636 147 New York, NY 10008-3636 United States</b>
Payment Terms	<b>30 Net</b>	Carrier	
FOB	<b>Destination</b>	Freight Terms	<b>Prepaid</b>
Currency	<b>USD (US Dollar)</b>	Price Precision	<b>Any</b>
Total Agreement Amount (USD)	<b>Not Specified</b>	Minimum Release Amount (USD)	<b>Not Specified</b>

## 1.3 Requirements

<b>General</b>
Are you a MWSBE? ..... Provide your answer below
Do you have the valid insurance and license(s) as applicable/required?

<b>General</b>
..... Provide your answer below
Have you logged into the Procurement and Sourcing Solutions Portal (PASSPort)? Vendor Login and Registration link: <a href="http://www1.nyc.gov/site/passport/index.page">http://www1.nyc.gov/site/passport/index.page</a> ..... Provide your answer below
Did you print & complete the Bid Proposal Face Sheet/Form of Proposal? Signature & Notarized as applicable? ..... Provide your answer below
Did you calculate your bid price utilizing the Supply Management Department Bid Worksheet provided? ..... Provide your answer below
What is your bid factor (X.XXXX)? ..... Value Type <b>Numeric Value only</b> ..... Provide your answer below
Did you affix the Bid Proposal Face Sheet/Form of Proposal & Bid Worksheet as electronic "attachment", as required? ..... Provide your answer below

General

#### 1.4 Attachments

Name	Data Type	Description
Davis Bacon 06-21-2019.pdf	File	Davis Bacon Prevailing Wage
Bid Requirement Documents 5.07.2019.pdf	File	Bid Requirement Documents
iSupplier Quick Guide - New Standard 03-06-19.pdf	File	iSupplier Quick Guide - New Standard 11-1-16
RFQ# 68636 - Specifications.pdf	File	Specifications
RFQ #68636 - FOP.pdf	File	Form of Proposal
RFQ# 68636 - Maintenance & Repairs of Cooper & Silver Ionization Systems- Bid Factor Worksheet.xlsx	File	Bid Factor Worksheet
HUD-Determined Wage Schedule 2018-2019.pdf	File	HUD-Determined Wage Schedule 2018
Template 2018 - 06 - Requirements_Construction.pdf	File	Insurance Requirements
Passport Instructions to Vendors.pdf	File	Passport Instructions to Vendors
Passport VENDOR ACCOUNT MANAGEMENT.pdf	File	Passport VENDOR ACCOUNT MANAGEMENT
Bid Bond Form.pdf	File	Bid Bond Form.pdf
RFQ #68636- Q & A.pdf	File	RFQ #68636- Q & A.pdf

**2 Price Schedule****2.1 Line Information**Display Rank As **1,2,3...**Ranking **Price Only**Cost Factors **Buyer & Supplier**Suppliers see their response price transformed **Yes**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
1 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours	0450032 43	11	EACH		
2 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours	0450032 44	3	EACH		
3 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	0450032 45	324	EACH		
4 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)	0450032 46	60	EACH		
5 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report	0450032 47	2,028	EACH		
6 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report	0450032 48	300	EACH		

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
7 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.	0450032 49	84	EACH		
8 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report	0450032 50	420	EACH		
9 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building	0450032 51	12,600	EACH		
10 Internet monitoring with remote adjustment of system	0450032 52	384	EACH		
11 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation	0450032 53	18	EACH		
12 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	0450032 54	1	EACH		
13 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	0450032 55	1	EACH		
14 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours	0450032 43	3	EACH		
15 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours	0450032 44	3	EACH		

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
16 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	0450032 45	360	EACH		
17 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)	0450032 46	96	EACH		
18 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report	0450032 47	2,132	EACH		
19 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report	0450032 48	420	EACH		
20 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.	0450032 49	36	EACH		
21 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report	0450032 50	468	EACH		
22 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building	0450032 51	14,040	EACH		
23 Internet monitoring with remote adjustment of system	0450032 52	456	EACH		
24 Removal, replacement, and reinstallation of new alloy electrodes in with	0450032 53	18	EACH		



Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
4 Cu & Ag electrodes required parts for functional operation					
25 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	0450032 54	1	EACH		
26 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	0450032 55	1	EACH		
27 Dollar line item for approved miscellaneous repairs and parts	0450032 56	1	DOLLAR		

## 2.2 Line Details

**2.2.1 Line 1 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours**

Category **EN- ENVIRONMENTAL.1C M** Start Price (USD) **Not Specified**  
Shopping Category **EN- ENVIRONMENTAL.1C M** Target Price (USD) **31,217.5**  
Minimum Release Amount (USD) **Not Specified**  
Estimated Total Amount (USD) **Not Specified**

**2.2.2 Line 2 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours**

Category **EN- ENVIRONMENTAL.1C M** Start Price (USD) **Not Specified**  
Shopping Category **EN- ENVIRONMENTAL.1C M** Target Price (USD) **43,267.5**  
Minimum Release Amount (USD) **Not Specified**  
Estimated Total Amount (USD) **Not Specified**

**2.2.3 Line 3 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>250</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.4 Line 4 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>425</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.5 Line 5 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>231.41</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.6 Line 6 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>33</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.7 Line 7 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>70</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.8 Line 8 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>436.26</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.9 Line 9 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>107.35</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.10 Line 10 Internet monitoring with remote adjustment of system**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>65</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.11 Line 11 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>2,475</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.12 Line 12 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>17,100</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.13 Line 13 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>23,100</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.14 Line 14 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>31,217.5</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.15 Line 15 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	Not Specified
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	43,267.5
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

**2.2.16 Line 16 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	Not Specified
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	250
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

**2.2.17 Line 17 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	Not Specified
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	425
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

**2.2.18 Line 18 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	Not Specified
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	231.41
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

**2.2.19 Line 19 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>33</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.20 Line 20 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>70</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.21 Line 21 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>442.59</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.22 Line 22 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>108.9</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.23 Line 23 Internet monitoring with remote adjustment of system**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>65</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.24 Line 24 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>2,475</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.25 Line 25 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>17,100</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.26 Line 26 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments**

Category	EN- ENVIRONMENTAL.1C M	Start Price (USD)	<b>Not Specified</b>
Shopping Category	EN- ENVIRONMENTAL.1C M	Target Price (USD)	<b>23,100</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**2.2.27 Line 27 Dollar line item for approved miscellaneous repairs and parts**

Category	<b>EN- ENVIRONMENTAL.1C M</b>	Start Price (USD)	<b>Not Specified</b>
Shopping Category	<b>EN- ENVIRONMENTAL.1C M</b>	Target Price (USD)	<b>100,000</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		



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## Terms and Conditions

### SPECIAL NOTICES AND CONDITIONS

#### 1. FUNDING SOURCE

This Contract is (X) Federally, (n/a) Federally-A.R.R.A., (n/a) State and/or (n/a) City Funded.

#### 2. BID BOND REQUIREMENTS

Bidders are reminded that when their base bid exceeds \$150,000.00, as set forth in Section 6 of the Instructions to Bidders; it must be accompanied by bid security. Bidders failing to submit bid security as instructed in Section 6 of the Instructions to Bidders, when required, will be deemed non-responsive and will be ineligible for award of the Contract.

#### 3. SECTION 3 HIRING PLAN

Bidders are reminded of their obligation to submit with their proposal, in accordance with Section 48 of the General Conditions, a completed Section 3 Affirmative Action Plan, also known as a "SECTION 3 HIRING PLAN." Bidders failing to submit the SECTION 3 HIRING PLAN will be deemed non-responsive and will be ineligible for award of the Contract.

Please note that for the purposes of this Requirements Contract, Section 48A of the General Conditions shall not apply.

#### 4. PASSPORT

PASSPort is an on-line disclosure system used by the Mayor's Office of Contract Services that replaces the paper-based VENDEX system. Information regarding PASSPort is accessible at: <https://www1.nyc.gov/site/mocs/systems/passport-frequently-asked-questions.page> (last accessed on October 2, 2018). The bidder must create a PASSPort account and file all required disclosures. If the bidder omits any answer or provides a partial answer to any of the required disclosures, the Authority will consider said disclosures to be incomplete. The bidder must keep its PASSPort account and disclosures up-to-date for at least 180 calendar days following the opening of the bids and the information disclosed by the bidder in its PASSPort account may be relied on by the Authority in determining the responsibility of the bidder. The bidder can create a PASSPort profile and/or login to PASSPort at: <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page> (last accessed on October 2, 2018).

#### 5. REQUIRED AFFIDAVITS, CERTIFICATIONS AND LICENSES

Bidders are reminded to submit with their proposal all affidavits, certifications and copies of trade licenses as may be required by the Authority in the Form of Proposal. Bidders failing to submit requested documents will be deemed non-responsive and ineligible for award of the Contract.

#### 6. PERFORMANCE AND PAYMENT BONDS

Please note that as per Sections 6 and 10 of the Instructions to Bidders, the successful bidder will be required to provide one hundred percent (100%) Performance and Payment Bonds when the Contract exceeds \$100,000.00. A successful bidder failing to submit Performance and Payment Bonds in accordance with Sections 6 and 10 of the Instructions to Bidders and as further instructed herein, will be deemed non-responsive and ineligible for award of the Contract.

#### 7. INSURANCE GENERALLY

The successful bidder shall not receive award of this Contract until it has obtained insurance in accordance with the timeframes and requirements of Section 18 of the General Conditions of this Contract, and until such insurance has received the requisite Authority approvals.

#### 8. FORMATION OF CONTRACT & INCORPORATION OF CONTRACT DOCUMENTS

By submitting a signed proposal to the Authority in the form of the Proposal included herein, or via the Authority's approved electronic Procurement System, the bidder makes an offer to the Authority, binding upon the bidder, to perform the services set forth in the Contract. The bidder's offer shall be binding upon the Authority only after the Authority has accepted the bidder's offer by mailing or delivering to the bidder a letter of award, signed by a duly authorized officer of the Authority and such acceptance shall be valid only to the extent indicated in such letter of award.

The Contract shall include, in addition to such bidder's proposal, these Special Notices & Conditions, the Instructions to Bidders, the General Conditions (except insofar as they may be expressly amended herein), the Specifications, the Drawings and Plans (if any) and all other documents incorporated by

reference in Section 1 of the General Conditions.

Bidders are cautioned to read all documents carefully before formulating and submitting a bid.

## 9. TAX EXEMPTION AND CHARGES

NYCHA has tax-exempt status and accordingly, will not pay any type of tax from which it is exempt in any form, including, without limitation, New York State sales and use tax. The Cost Proposal must be net of any such taxes. Additionally, NYCHA will not pay any interest, finance charge, late charge or penalty with respect to any payments under any Contract it may enter into as a result of this Solicitation.

## 10. TERM OF CONTRACT

This Contract shall terminate Two (2) Years after the commencement date specified in the Authority's Notification to Proceed unless earlier terminated in accordance with the General Conditions. The Authority, in its sole discretion, shall have the option to extend the Term of this Contract for One (1) Year.

Notwithstanding the above, the Contractor shall honor any work authorizations issued by the Authority under this requirements Contract subject to the following conditions:

1. When any portion of the total dollar value of this Contract remains unexpended at the end of the term of the Contract, the Authority may, at its sole discretion, elect to issue an authorization to the Contractor beyond the term of the Contract and the Contractor shall honor such authorization. In such event the term of this Contract shall be deemed extended until the earlier of (i) an additional six (6) months, or (ii) the expenditure of the unexpended portion of the total dollar value of the Contract, or (iii) the award by the Authority of a subsequent requirement contract for the types of work items covered by this Contract.
2. The dollar value of the work covered by such authorizations may total, in the aggregate, up to fifty percent (50%) in excess of the total dollar value of this Contract. The Contractor shall not be required to perform such additional work under this Contract if the total dollar value of the work previously performed, when added to the dollar value of any work authorizations issued hereunder, is one hundred and fifty percent (150%) of the total dollar value of this Contract.

## 11. PREVAILING WAGES

Please see the attached schedule for applicable prevailing wage rates.

## 12. THE AUTHORITY

The terms the "Authority," the "Housing Authority," "N.Y.C.H.A.," and "NYCHA," whenever used in the Contract mean, in each case, the New York City Housing Authority.

## 13. ADMINISTERING DEPARTMENT

The Administering Department for this Contract is Environmental Contract Services Unit Technical Services Department (TSDECS) 24-02 49th Avenue, 4th floor, Long Island City, New York (718) 707-5600.

## 14. FEE FOR BID DOCUMENTS

Bidders requesting hard copies of the Bid packages will be charged \$25.00 each; this payment is non-refundable. Payment must be in the form of a either a certified check or postal money order only, made payable to the New York City Housing Authority. A receipt will be issued for your records.

Please note that only original bid documents will be considered during the competitive bid process. Unauthorized copies of bid documents will be deemed non-responsive.

## INSTRUCTIONS TO BIDDERS

### SECTION 1 - SUBMISSION OF PROPOSALS

(a) Bidders will be furnished on request with a copy of the Contract Documents, and four copies of the Form of Proposal. FOR BIDDERS WISHING TO SUBMIT A PROPOSAL IN HARD COPY RATHER THAN THROUGH THE AUTHORITY'S PRESCRIBED ELECTRONIC PROCUREMENT SYSTEM, THREE COPIES OF THE FORM OF PROPOSAL EACH COMPLETELY FILLED OUT AND EXECUTED AS INDICATED THEREON SHALL BE SUBMITTED TO THE AUTHORITY AS AND FOR THE BIDDER'S PROPOSAL FOR THE CONTRACT. Each proposal must be filled out in blue or black ink or typed.

(b) For bidders submitting their proposal in hard copy, the three executed copies of the Form of Proposal must be enclosed in a sealed opaque envelope, plainly marked on the outside with the name and address of the Contractor, the Contract number, the Description of the Work, and the name of the Development, as follows: "Bid Proposals for Contract No. \_\_\_\_\_ for \_\_\_\_\_ at \_\_\_\_\_." If printed bid envelopes are furnished to bidders by the Authority, such envelopes may be used by bidders to safeguard against the possibility of inadvertent premature opening. The proposals must be verified by oath in writing by the party or parties making it, that the several matters stated therein are in all respects true.

(c) Documents submitted to the Authority may be subject to disclosure under the New York State Freedom of Information Law ("FOIL"), N.Y. Pub. Off. Law Sections 85-90. It is the bidder's responsibility to designate those portions of its proposal, if any, the bidder claims should be exempt from disclosure under FOIL. To the extent the law permits, the Authority will use reasonable efforts to hold the designated portions of the proposal in confidence.

## **SECTION 2 - EXAMINATION OF SITE; EXAMINATION OF CONTRACT DOCUMENTS BY BIDDER**

- (a) Each bidder must visit and carefully examine the work site to become fully acquainted with existing conditions and the nature of the work to be done and must make such investigations as are necessary and required to fully understand the cost, facilities, difficulties and restrictions involved in the execution of the work. All measurements, layouts and the exact conditions of the work must be verified by each bidder.
- (b) If the bidder's examination reveals that site conditions differ from those set forth in any Contract Document, the bidder must promptly so notify the Authority in writing, prior to the bid opening. Except for Conditions that are not discoverable upon a careful examination of the site, if site conditions differ from conditions as shown in any Contract Document, and the bidder has not so notified the Authority, the bidder shall be deemed to have agreed to perform the Contract under existing conditions without claim for any extra compensation, but the Authority shall not thereby have waived any right that the Authority may have to a credit.
- (c) Each bidder will be conclusively presumed to have knowledge of any and all conditions in, on, about, below or above the work site that may in any way relate to or affect the cost or the performance of the Contract work and that were observed by the bidder or should have been observed by a reasonably prudent bidder.
- (d) Before bidding, bidders must examine carefully all of the Contract Documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions, or any other Contract Document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Authority, in writing, prior to the bid opening. The failure of the bidder to notify the Authority, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude acceptance of the bidders claim for a bid release or for extra compensation based upon any such inconsistency, ambiguity, omission or error.
- (e) If the Authority receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract Documents, the Authority will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract Documents as an addendum to the Contract Documents, and any such addendum will be sent by mail or delivered to each person that received a copy of the original Contract Documents, as reflected in the records of the Authority, and any such addendum will also be available at the place where the Contract Documents are available for inspection by prospective bidders. Upon such mailing or delivery, such addendum shall become part of the Contract Documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

## **SECTION 3 - INTERPRETATIONS AND ADDENDA**

No interpretation given as to the meaning of any of the Contract Documents shall be binding in any way or effective to modify any of the provisions of the Contract Documents, unless and until such interpretation is issued in writing by the Authority to all bidders and is expressly denominated as an addendum to the Contract.

## **SECTION 4 - INCORPORATION OF CONTRACT DOCUMENTS**

By submission of this proposal the bidder represents to having received and examined the latest Edition of the Instructions to Bidders, the latest Edition of the General Conditions, the Specifications the Plans and Drawings, if any, and all amendments and addenda, if any, for the Work of the Contract for which this proposal is tendered as if the same were physically attached thereto at the time of submission of the proposal. Further, by such submission the bidder makes each and every representation and warranty to be made by the Contractor as set forth in the Contract Documents. All such documents are hereby incorporated by reference and made part of this proposal. In the event such documents are not included herewith, it is the responsibility of the bidder to secure copies of all these documents from the Authority prior to the submission of his/her proposal.

## **SECTION 5 - BIDDERS' QUALIFICATIONS**

- (a) In order to qualify as a Contractor satisfactory to the Authority, each bidder, in addition to the other requirements herein provided, must be prepared, upon demand of the Authority, to prove to the satisfaction of the Authority that the bidder has the skill and experience, as well as the necessary facilities and ample financial resources, to do the Work in a satisfactory manner and within the time specified.
- (b) A "responsive" bid is one that conforms in all respects to the requirements of this solicitation. A "responsible" contractor is one that has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public funds. Authority Standard Procedure 002:94:1 sets forth some, but not all, of the factors that the Authority may take into account in determining whether a bid is responsive or whether a contractor is responsible. Copies of this Standard Procedure may be picked up from the Administering Department at the address located in the Special Notices & Conditions.
- (c) The bidder must be prepared to prove to the satisfaction of the Authority the possession of net liquid assets available for the proposed Contract in an amount equal to 15% of the bid up to \$100,000.00 and 7.5% of the amount over \$100,000.00.
- (d) Each bidder must comply within 10 days with all requests for information or to appear for examination, and must actively cooperate with the Authority in its efforts to determine whether the bidder is qualified to receive an award under all of the requirements hereof. Any request for such information from a bidder shall not be construed as an acceptance of such bidder's proposal. Failure to submit such proof within this period, or within any extensions thereof, will be

deemed a default, entitling the Authority to exercise its remedies, as described more fully in Section 9 (d) below, and permitting an award to another bidder or the solicitation of new bids.

(e) If more than one bid submitted by a bidder is under consideration by the Authority for award, and the Authority determines that the bidder is able to meet the qualifications for the award of some, but not all, of the contracts on which it has bid, the Authority will determine which bid or bids should be rejected for failure to meet such qualifications. The Authority may also take into consideration contracts already awarded to the bidder and the extent of their completion as affecting the bidder's qualifications for the award of additional contracts.

(f) Upon the Authority's request, a bidder that is a corporation or unincorporated association must submit to the Authority a certificate evidencing the fact that it is authorized to do business in the State of New York. A bidder conducting business under an assumed name must submit to the Authority, upon the Authority's request, a County Clerk's certificate evidencing the filing with such Clerk of a certificate to conduct business under such assumed name. A bidder conducting business as a partnership must submit to the Authority, upon the Authority's request, a County Clerk's certificate evidencing the filing with such Clerk of a certificate of partnership.

## **SECTION 6 - BID SECURITY**

### **(a) BIDS \$150,000 OR LESS**

Unless otherwise provided, all references in the contract documents to bid security or Performance and Payment Bonds are inapplicable where the bidder's Proposal for the work of the Contract is \$150,000 or less. No bid security or Performance and Payment Bonds will be required in such case.

### **(b) BIDS OVER \$150,000**

Where the Contract for which a proposal is submitted exceeds \$150,000, bid security and Performance and Payment Bonds will be required. Bid security shall be delivered with the proposal or submitted no later than the time fixed for the opening of bids.

### **(c) AGGREGATE BIDS**

Bid Security and Performance and Payment Bonds will also be required where the proposal for the work of the Contract involves more than one base bid or is a combined base bid comprising a number of base bids aggregating, more than \$150,000. In such event, the sum of the base bids or the amount of the combined bid, whichever is greater, shall determine the amount of the bid security.

### **(d) AMOUNT OF BID SECURITY**

Bid Security shall be in the form of either a certified check made out to the Housing Authority for five percent (5%) of the amount of the proposal or a bid bond, which shall be in the form prescribed by the Authority and which shall insure the Authority to the extent of ten (10%) of the amount of the proposals for State Funded Contracts, or five percent (5%) of the amount of the proposals for all other contracts. Such Bid Guarantee, in the form prescribed by the Authority, shall be submitted by the bidder to the Authority prior to the bid opening, and the bidder's failure to do so may result in a determination by the Authority that the bidder is non-responsive and ineligible for award of the Contract.

### **(e) RETURN OF BID SECURITY**

Subject to Authority's right to retain the Bid Guarantee as provided in the Contract, the Authority will not return the Bid Guarantee to bidders until after the Contract has been awarded.

## **SECTION 7 - RECEIPT AND MODIFICATION OF PROPOSALS; OPENING OF PROPOSALS**

An officer of the Authority will decide when the bid due date has arrived, and no proposal received thereafter will be considered. Proposals received prior to the time of physical opening of Proposals will be securely kept unopened. The officer whose duty it is to open them will decide when to open the bids.

## **SECTION 8 - WITHDRAWAL OF PROPOSALS**

(a) Each bid/proposal constitutes a binding offer by the bidder to perform the Contract at the bid price. No bids/proposals may be withdrawn within a period of 120 days after the date of opening of the bids. This 120-day period, as it applies to a particular bidder, shall be extended, day for day, by the period of any delay caused by or attributable to, the bidder, including, without limitation, (i) any delays resulting from the Authority's investigation of an (unsuccessful) request by the bidder for a bid release; and (ii) any delays by the bidder in submitting the insurance, performance bonds, or payment bonds required by the Contract or in providing any information requested by the Authority.

(b) After the opening of bids, requests for the withdrawal of a bid can be made by the Contractor on the grounds that there was an arithmetic or clerical error in the bid submitted. A bidder seeking a bid release must submit a written, dated and signed request for release from the bid ("Release Request") to the Department of the Authority that issued the solicitation of the bids (the "Originating Division"). The bidder's signature on the Release Request must be duly acknowledged and witnessed by a notary public. The Release Request must set forth the reasons for the release and should be accompanied by any supporting documentation. Any additional information reasonably requested by the Originating Division must be submitted within the time period reasonably established by the Originating Division in order to expedite consideration of the Release Request. Failure of a bidder to comply with a request for information within the specified time period may result in a resolution of the Release Request without the consideration of any information subsequently submitted by the bidder in an untimely manner. Requests for withdrawal may be granted by the Authority in any case where the Authority deems the claim of mistake is justified or where the grant of such request is otherwise in the best interest of the Authority.

(c) In the case of a bidder's first Release Request in any twelve-month period, no administrative charge shall be imposed. If the Release Request is granted, the bidder will be advised in writing that if a second request for release is made within twelve months after the date on which the first request was received by

the Authority, the bidder may, in the discretion of the Director/Program Administrator of the Originating Division, be disqualified from bidding on any Authority contract for up to a maximum of one year after the second Release Request is received by the Authority. In the case of the bidder's second Release Request in any twelve month period, whether or not such Release Request is granted, the Director/Program Administrator of the Originating Division may disqualify the bidder for up to a maximum of one year from the date the second Release Request is received by the Authority, and may impose an administrative charge of up to \$500.00 against the bidder.

(d) A bidder submitting a Release Request may be deemed to have made a second Request Release for the purposes of Section 8 (c) above if it is a successor, assignee, subsidiary or affiliate of a previously released bidder; or if any of the bidders officers, directors, partners shareholders, joint venture participants, principals or other persons substantially involved in its contracting activities was also an officer, director, partner, shareholder, joint venture participant, principal or other person substantially involved in the contracting activities of the previously released bidder; or if it was organized or established or operates in a manner designed to evade the purpose of this Section 8, any Authority procedure, or any other law, rule, regulation or Authority procedure relating to the procurement or performance of a contract. In addition, in determining the number and timing of Release Requests submitted by a bidder, the Authority will consider Release Requests submitted by the bidder to any construction manager performing construction management services for the Authority.

## **SECTION 9 - AWARD OF CONTRACT; REJECTION OF PROPOSALS**

(a) The Contract will be awarded, to the lowest responsible bidder complying with the conditions of the Contract Documents, provided the Proposal is reasonable and it is to the interest of the Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date of the acceptance of the Proposal. The Authority, however, reserves the right to reject any and all Proposals for any reason or to waive any informality in Proposals received whenever such rejection or waiver is in the interest of the Authority. The Authority may but need not consider any Proposal on which there is an alteration of or departure from the Contract Documents.

(b) Prior to award of the Contract the successful bidder will be notified in writing that its proposal is being considered for an award of the Contract and directed to submit evidence of insurance coverage as called for in Sections 17 and 18 of the General Conditions, and, if required by the Contract Documents, performance and payment bonds as called for in Section 10 of the Instructions to Bidders. The insurance and bonds (if required) shall be submitted within fifteen (15) working days of notification. Bidders are advised that such notification does not constitute an award of the Contract and that award of the Contract remains subject to the Authority's rights to reject the bidder's proposal, at its lawful discretion, and the satisfaction of all of the Authority's required conditions for award of the Contract.

(c) By submitting a bid the bidder represents that it will cooperate with the Authority. Cooperation includes providing to the Authority in a timely manner any information or documentation requested by the Authority (including, without limitation, the Statement of Contractor's Qualification for Consideration of Award and the Section 3 Hiring Summary), any form which may be requested on behalf of any agency funding any part of the Work, or any evidence relating to the obligations of others interested in the progress of the Work (such as insurance companies, sureties and subcontractors). The bidder agrees that cooperation may include providing to the Authority in a timely manner information or documentation related to bidder's organization or to its obligations under this Contract. This representation shall survive the expiration of the bid and, as to the bidder awarded the Contract, this representation shall be incorporated into the Contract and survive the termination of the Contract.

(d) The bidder agrees that if at any time it fails to abide strictly by the terms of the representation set forth in Section 9 (c) the Authority may find the bidder in breach of such representation. The bidder acknowledges and consents to the Authority's prompt use of any one or more of its several different types of remedy in the event of such breach or in the event the bidder fails to supply required bonds in accordance with Section 10. One remedy may be payment by the bidder to the Authority upon demand of an amount of money that may be as much as the difference between the bidder's bid price and the price at which the Contract is awarded. The bidder agrees that the Authority may collect such an amount from any monies due the bidder by the Authority under the Contract or any other contract. Another remedy may be the collection by the Authority of all sums due under any applicable bid bond or other sums securing the bid. In addition to, and not in limitation of, all other remedies available to the Authority, the Authority may treat the bidder as if it has sought a second bid release within a twelve month period and may disqualify the bidder for up to a maximum of one year and impose an administrative charge of up to \$500.00 against the bidder.

## **SECTION 10 - PERFORMANCE AND PAYMENT BONDS**

(a) In the event performance and payments bonds are to be furnished as heretofore provided, the successful bidder shall, within fifteen (15) working days after written notification from the Authority that its proposal is being considered for an award of the Contract, deliver to the Authority an executed bond in an amount equal to one hundred percent (100%) of the Contract Price to secure the faithful performance of the Contract and an executed bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor or furnishing materials in connection with this Contract, prepared on the forms of bonds authorized by the Authority, and having as surety thereunder such surety company or companies as are approved by the Authority. The surety company that issues performance and payment bonds must be included on the current list of the Treasury Department and authorized to do business in the State of New York where an Authority Contract is funded by federal money ONLY. For all other Authority Contracts, unless otherwise specified, the surety company needs only to be authorized to do business in the State of New York.

(b) A notified bidder who fails to supply the required bonds within fifteen (15) working days of notification, or such extended period as the Authority may grant (based on reasons determined adequate by the Authority), shall be deemed non-responsive, and the Authority may either award the Contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. In the recovering of such difference, the Authority may proceed against the surety on the bid bond or on the bidder's check as the case may be, or take such other action as it sees fit.

## **SECTION 11 - UNIT PRICES**

In the event that the Contract's pricing is based upon unit prices ("**Unit Prices**"), bidders shall quote Unit Prices for all items set forth in the Form of Proposal for which the bidder is required to provide a Unit Price quote. Where the Form of Proposal contains Unit Prices as that have been established by the Authority therein, the Bidder shall quote a multiplier to be applied to the established Unit Prices and the Unit Prices shall be as modified by the bidder's multiplier. In submitting its bid/proposal, the successful bidder agrees to be bound, as applicable, to (a) all of the bidder's quoted Unit Prices set forth in the bidder's bid/proposal or, (b) all Unit Prices established by the Authority in the Form of Proposal, as modified by the bidder's multiplier set forth in the bidder's bid/proposal. Provided, however, that the Authority may reject any quoted Unit Prices or multiplier or, by agreement with the lowest responsive, responsible bidder, may modify the same downward.

## **SECTION 12 - EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION**

It is the policy of the Authority, pursuant to Presidential Executive Order 11246 as amended, to prohibit discrimination in employment because of race, color, religion, sex, or national origin in all aspects of its operations, and to promote the full realization of equal employment opportunity for all qualified persons by means of a continuing program of compliance through affirmative actions.

Affirmative Action means that the contractor and subcontractor must do more than merely support non-discrimination. It means taking positive steps to recruit, employ and develop qualified or qualifiable candidates, including minority group members and women, in all job categories of work and advancement.

### **(a) PRE-AWARD PROCESS**

Prior to the award of the Contract to the successful bidder, such bidder must go through a pre-award process and provide the Authority's Department of Equal Opportunity its practices and policy relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, national origin, sex, marital status, disability, age, military status or sexual orientation.

The successful bidder shall be required to provide the specific steps under way for providing members of minority groups and women with equal opportunity in training, apprenticeship programs, journeyman recruitment and all other aspects of employment. The result shall be to assure that to the extent feasible there are minority group members and women employed person in all trades and all phases of the Contract, as well as in the company.

### **(b) AFFIRMATIVE ACTION PLAN**

The Contractor will provide a plan that includes the Contractor's analysis of employment of the work force for the Contract and sets forth goals for employment of minorities and women by the Contractor and subcontractors insofar as they can be projected. The plan shall also contain an acceptable Equal Opportunity Statement of Policy.

### **(c) SPECIFIC STEPS FOR AFFIRMATIVE ACTION**

Examples of affirmative action steps that a prospective contractor, and subcontractor, is expected to pursue shall include but not be limited to the following:

1. Develop and subscribe to an Equal Employment Opportunity Program.
2. Notify and thoroughly inform all responsible employees (e.g., foreperson and other supervisory personnel) that the firm is an EQUAL OPPORTUNITY EMPLOYER and that they are required to comply with the firm's policies concerning Equal Employment Opportunity.
3. Designate an officer or top-level representative of the firm as Equal Employment Opportunity Compliance Officer, whose responsibilities will include:
  - a. Consulting with union officials and/or industry representatives and reviewing bargaining agreements in order to ensure equal employment opportunity.
  - b. Cooperating with civil rights groups, community organizations and other interested sources in order to include the recruitment of minority group workers and women for apprentice and journeyman entrance into employment and into the various craft unions under contract with the firm and its subcontractors.
  - c. Providing liaison with the NYCHA Department of Equal Opportunity, reporting on the firm's progress, etc.
4. Notify sources of recruitment in writing that the firm is an Equal Opportunity Employer and solicits referral of qualified candidates including minority group applicants and women for all jobs, including blue collar and white collar classifications.
5. Promote apprenticeship and trainee programs as a member of a joint apprenticeship committee or as an individual, and request the building trades to give public notice that apprenticeship programs are open to everyone. Copies of such notices shall be submitted to the Authority's Department of Equal Opportunity as an example of the company's affirmative action compliance program.
6. Advertise for personnel in all categories through media most likely to reach minority groups and women or other local publications, radio, etc. and submit to the Department of Equal Opportunity copies of advertising or news releases used to accomplish this.
7. Hire minority group members and women from other sources in the event that the unions with whom the prime contractor has collective bargaining agreements are unable or unwilling to supply them.

### **(d) SUBCONTRACTORS**

1. Encourage the solicitation of bids to include, but not be limited to:
  - a. Minority Group Subcontractors



- b. Women Subcontractors
- c. Subcontractors who have substantial minority group and female representation among their employees and
- d. Minority group and women vendors

2. The Contractor shall submit to the Authority written evidence or other proof that shows the Contractor solicited bids from minority subcontractors and gave such minority subcontractors an equal opportunity to submit proposals, and that such proposals have been given consideration for award.

**(e) MONTHLY EQUAL OPPORTUNITY CONTRACTOR REPORT**

Submit to the Authority's Department of Equal Opportunity monthly reports on Form 036.001A, Monthly Equal Opportunity Contractor Report, indicating the composition of all on-site workers, including those of subcontractors by name, race, sex, and ethnic classification. The forms may be secured from the Department of Equal Opportunity and are to be promptly submitted directly to this office at the end of each month during the performance of the contract. In addition, copies of these reports must be attached to the Requisition for Payment.

**(f) POSTERS**

Post the provisions of the Equal Opportunity clauses of Executive Order No. 11246 as amended or equivalent posters required by the New York City Housing Authority or other agency of appropriate jurisdiction, in conspicuous places available to all employees and applicants for employment.

**SECTION 13 - EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION FOR FEDERALLY FUNDED CONTRACTS**

**(a) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade

Electricians	9% - 10.2%
Carpenters	27.6% - 32%
Steamfitters	12.2% - 13.5%
Metal Lathers	24.6% - 25.6%
Painters	22.8% - 26%
Operating Engineers	25.6% - 26%
Plumbers	12% - 14.5%
Iron Workers (Structural)	25.9% - 32%
Elevator Constructors	5.5% - 6.5%
Bricklayers	13.4% - 15.5%
Asbestos Workers	22.8% - 28%
Roofers	6.3% - 7.5%
Iron Workers (Ornamental)	22.4% - 23%
Cement Masons	23% - 27%
Glaziers	16% - 20%
Plasterers	15.8% - 18%
Teamsters	22% - 22.5%
Boilermakers	13% - 15.5%

The Ranges for all trades not included in the above listing: 16.4% - 17.5%

Goals for female participation

Goals for Women apply nationwide

**GOALS AND TIMETABLES**

Since Mar. 31, 1981 the goal has remained 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractors goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is New York, New York.

**(b) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the

Contractors employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Forepersons, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities, shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's

noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implemented regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **SECTION 14 - VARIOUS BIDDER REPRESENTATIONS AND CERTIFICATIONS**

### **I. CONTINGENT FEE REPRESENTATION AND AGREEMENT**

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder

and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends

to induce an Authority employee or officer to give consideration or to act regarding an Authority contract on any basis other than the merits of the matter.

(b) By submitting a bid, the bidder represents and certifies, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) has not employed or retained any person or company to solicit or obtain this contract; and

(2) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the bidder is unable to make the representations above, the bidder shall make an immediate and full written disclosure to the Authority.

(d) Any misrepresentation by the bidder shall give the Authority the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**II. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**(applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by submitting its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

**III. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, the bidder certifies, by submission of its bid, that to the best of their knowledge and belief, no actual or apparent conflict of interest exists with regard to the possible performance of this procurement.

**SECTION 15 - PROTESTS**

(a) Any actual or prospective bidder or contractor may protest the solicitation of bids or the award of a contract on the grounds that the Authority has substantially failed to follow the standards set forth in the Authority's procurement policies and related procedures. Protesters may file a protest with respect to any phase of the solicitation or award, including, without limitation, bid solicitation; determination by the Authority of bidder responsibility or bid responsiveness; and contract award. If the protest is made by a potential bidder or proposer that has not submitted a bid or proposal, the protest shall be limited to a challenge of the notice procedures followed by the Authority. This right to protest shall not apply to protest regarding the denial of a request for a release from bid.

(b) The Authority may make a determination that bids or proposals received are non-responsive or that the lowest bidder is non-responsible. Upon making a determination of non-responsibility with respect to the low bidder, the Authority shall notify the affected bidder in writing of that determination.

The notification shall state the reasons upon which the determination is based. In addition, the notification shall advise the bidder of the time period within which a formal written protest (the "Protest") may be filed and of the requirements for filing such Protest, as set forth in Section 15(c) below. The Authority is not required to provide written notice of determinations of non-responsiveness.

(c) To expedite handling of Protest, a protester shall address its envelope to the Director/Program Administrator of The Originating Division, and such envelope be labeled "Protest". The Protest should include, without limitation, the following information:

1. the name, address and telephone number of the protester;
2. appropriate identification of the procurement, including the solicitation or contract number;
3. a statement of the reasons for the Protest;
4. supporting exhibits and documentary evidence to substantiate any arguments; and
5. the form of relief requested.

**(d)** Protests must be filed within seven calendar days after the protester discovers or should have discovered the facts giving rise to Protest. In furtherance and not in limitation of the foregoing, (i) any Protest against a determination of non-responsibility must be filed within seven calendar days after the protester receives the notice of determination referred to in Section 15(b) above, (ii) any Protest against a determination of non-responsiveness must be filed within seven calendar days after the protester learns that its bid or proposal has been deemed non-responsive, (iii) any Protest against a solicitation must be filed before the due date for receipt of the bids or proposals in response to such solicitation, and (iv) any Protest against award of a contract must be filed within seven calendar days after contract award. A Protest is considered filed when such Protest is received by the Director/Program Administrator of the Originating Division. Protests received after the seven day period shall not be considered unless the Director/Program Administrator of the Originating Division determines, in his/her sole discretion that good cause is shown for considering the late Protest.

**(e)** Any additional information reasonably requested by the Originating Division must be submitted within the time period reasonably established by the Originating Division in order to expedite consideration of the Protest. Failure of a protester to comply with a request for information within the specified time period may result in a resolution of the Protest without consideration of any information subsequently submitted by the protester in an untimely manner.

**(f)** The Director/Program Administrator of the Originating Division (or his/her designee) shall make decision on a Protest as expeditiously as possible after the Originating Division has received all relevant information requested of the protester. The Director/Program Administrator of the Originating Division (or his/her designee) may, in his/her sole discretion, meet with the protester and any other affected party to discuss the Protest. If a Protest is granted (i.e., sustained in favor of the protester), the Authority shall so notify the protester in writing and the solicitation or award shall be canceled or revised to comply with the Protest decision.

1. If the contract has already been awarded, the contract may be terminated for the convenience of the Authority, and the contract may be awarded to the protester or to the next eligible bidder, the Authority shall so notify the protester in writing and the solicitation or award shall be canceled or revised to comply with the Protest decision.

2. If the contract has not been awarded, the contract may be awarded to the protester or to the next eligible bidder or proposer (whichever is appropriate in light of the Protest decision) or the procurement may be resolicited; provided, however, that if the Authority determines that based on compelling circumstances (e.g., a condition of emergency or serious disruption of the Authority's operations or if the contract has already been completed), either of those actions would not be in the best interest of the Authority, the Authority may let the award stand and the Authority shall pay the successful protester the reasonable costs incurred by the protester in connection with preparing and submitting its bid or proposal, along with the reasonable costs of filing and pursuing the Protest. Anticipated profit or damages for lost business opportunities of the protester shall not be paid by the Authority. If a Protest is denied, the Authority shall send to the protester a written decision stating the reason(s) for the denial of the Protest. If the decision involves a determination of non-responsibility, the Authority shall also inform the protester of its right to request reconsideration of the decision in the manner set forth in Section 15 (g) below.

**(g)** The protester may make a written request for reconsideration of a Director's/Program Administrator's decision regarding non-responsibility (but not of a Director's/Program Administrator's decision regarding non-responsiveness), which must be filed by the protester not later than five calendar days after the protesters receipt of such decision. The request for reconsideration shall be considered by the Deputy General Manager to whom the Director/Program Administrator of the Originating Division reports (or such Deputy General Manager's designee) or, in the case of Originating Divisions that do not report to a Deputy General Manager, by the General Manager (or the General Manager's designee); provided that neither the Director/Program Administrator of the Originating Division nor anyone who reports to him/her may serve as a designee considering the request for reconsideration of such Director's/Program Administrator's decision. The protester shall address its envelope to the General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, as the case may be, and such envelope should be labeled "Request for Reconsideration." The request for reconsideration shall contain a statement of the factual and legal grounds upon which reversal or modification is deemed warranted specifying any errors of fact or law made or information not previously considered that should have been considered. Supporting documentation should be included.

**(h)** The General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, as the case may be, or his/her respective designee may, in his/her sole discretion; (i) meet with the protester and, if invited, a representative of the Originating Division to discuss the request for reconsideration, and/or (ii) hold a hearing, at which witnesses may be called and facts presented (at any such meeting or hearing, the Authority, the protester and any other affected party invited to the hearing may be represented by an attorney or other representative). The General Manager, or the Deputy General Manager, to whom the Director/Program Administrator reports or his/her respective designee, shall make a written decision with respect to the merits of the request for reconsideration as expeditiously as possible. The decision of the General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, or his/her designee, with respect to a protester's request for reconsideration shall be final.

## **SECTION 16 - RECEIPT OF NOTICES**

All notices required to be filed, or sent pursuant to Sections 8 and 15 of these Instructions to Bidders shall be in writing and must be delivered by hand or sent by registered or certified mail, return receipt requested, or overnight mail service that provides a receipt to the sender. Receipt of notices by the party to whom transmitted shall be deemed to have occurred: (1) upon receipt, if hand delivered, (2) when mailed, upon receipt, as evidenced by the required receipt, or five calendar days from the date of mailing, whichever is earlier, or (3) the next business day after transmittal by Federal Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

**SECTION 17 - ADDITIONAL CLAUSES FOR STATE FUNDED CONTRACTS**

- (a) For State Funded Contracts, any attached Appendices A and B are a part of the contract.
- (b) In case of conflict between appendices and clauses contained elsewhere in the contract, the requirements of the appendices shall govern.
- (c) The successful bidder shall be requested to completely fill out the forms in Appendices A and B.

**SECTION 18 - PROJECT LABOR AGREEMENT AND LETTERS OF ASSENT**

(a) The bidder must submit Letters of Assent ("**Letters of Assent**") to the Authority, in the form attached to the PLA as **Exhibit A**. The Letters of Assent must be signed by the bidder and each proposed subcontractor identified in the Sealed Subcontractor List, if applicable, or identified in the bidder's bid (the "**Proposed Subcontractors**"). The bidder must submit to the Authority, along with its bid, a Letter of Assent signed by the bidder and each Proposed Subcontractor required to be identified in the Sealed Subcontractor List. With respect to Proposed Subcontractors identified in the bidder's bid but not required to be identified in the Sealed Subcontractor List, the Bidder must submit to the Authority, along with its bid, either (1) the signed Letters of Assent signed by each such Proposed Subcontractors or (2), if not all of Letters of Assent signed by such Proposed Subcontractors are submitted with the bidder's bid, a Letter of Assent Certification (the "**Letter of Assent Certification**") signed by the bidder certifying that it will obtain and submit to the Authority signed Letters of Assent from all Proposed Subcontractors no later than five business days after notification from the Authority that it is being considered for an award of the Contract, as required by subsection (b) of this section below. The Letter of Assent Certification must be in the form attached to the Notice of PLA and must identify by name all Proposed Subcontractors for whom the bidder has not submitted to the Authority signed Letters of Assent with its bid. If the bidder is awarded the Contract, the PLA shall be binding on the bidder and each of the bidder's subcontractors approved by the Authority.

(b) If the bidder does not submit to the Authority, along with its Bid, signed Letters of Assent to the Authority for any of the Proposed Subcontractors not required to be identified in the Sealed Subcontractor List, but submits a Letter of Assent Certification in accordance with the requirements of subsection (a) of this section above, the bidder maybe notified in writing (or by e-mail) that its bid is being considered for an award of the Contract. If so notified, the Authority shall direct the bidder to submit, no later than five business days after receipt of notification, all outstanding Letters of Assent signed by the Proposed Subcontractors that were not required to be submitted with the bidder's bid. If a notified bidder fails to provide such signed Letters of Assent no later than five business days after receipt of notification, the Authority may either award the Contract to the next lowest responsive, responsible bidder or re-advertise for bids, and, in addition to other remedies at the Authority's disposal, may charge against the bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. In the recovering of such difference, the Authority may proceed against the surety on the bid bond or on the bidder's check as the case may be, or take such other action as it sees fit. Bidders are therefore strongly advised to submit all required signed Letters of Assent to the Authority with their bids to avoid the Authority's exercise of the remedies described in this subsection (b).

(c) If the bidder's bid is \$250,000 or less, and notwithstanding anything to the contrary herein, the PLA shall not apply to the Contract and all provisions applicable to the PLA in the Contract shall be deemed null and void.

**GENERAL CONDITIONS****SECTION 1 - DEFINITION OF TERMS**

Whenever used in this Contract:

- (a) The term "Authority" means New York City Housing Authority, or any representative of the Authority acting within the scope of the particular powers and duties vested in him.
- (b) The term "Contractor" means the bidder for the contract whose bid is accepted by the Authority.
- (c) (i) The term "Contract" or "Contract Documents" means and includes:
  1. Advertisement or solicitation for bids
  2. Instructions to Bidders
  3. Contractor's Proposal as accepted by the Authority
  4. The General Conditions
  5. The Specifications
  6. The drawing and plans, if any
  7. The Letter of Award
  8. The Acceptance of Proposal
  9. All Notices to Proceed
  10. Amendments, Addenda and revisions to any of the foregoing

11. Performance and payment bonds, if required

12. All documents incorporated by reference

(ii) If the Contract is awarded at a price greater than \$250,000, the definition of "Contract" or "Contract Documents" shall further mean and include the Project Labor Agreement by and among the Authority, the Building and Construction Trades Council of Greater New York and Vicinity, and the signatory local unions and contractors (the "**PLA**").

(d) The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under the Contract.

(e) The term "Project" means the Projects involved to the Contract.

(f) The terms "furnish", "install", "provide", "execute", "perform", or words of like import shall include the obligation to supply all materials, equipment, labor and all other things necessary to complete the installation or execution of work referred to, unless otherwise expressly stated.

## SECTION 2 - PERFORMANCE

The Contractor shall perform the Work in strict conformity with the Contract Documents and in a good, substantial and workmanlike manner to the satisfaction of the Authority and shall furnish at his/her own cost and expense all labor, materials, plant, equipment, tools, requisite insurance, and all taxes thereon, which are necessary in connection with the Work or incidental thereto, all for the sum as accepted by the Authority.

The Contractor shall perform on the site, and with its own organization, Work of a value equivalent to at least thirty-five percent (35%) of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract, if the Contractor requests a reduction and the Authority determines that such reduction would be in its best interests.

## SECTION 3 - CONTRACT DRAWINGS

Unless otherwise specified in the Special Notice to Contractors, there are no contract drawings to this Contract. If plans and drawings are specified or incorporated by reference, they are intended to be co-extensive with the Contract Documents, including the Specifications, so that any matter or thing contained in or shown by any of them shall be of the same effect as if contained in or shown by all.

## SECTION 4 - AMENDMENTS AND ADDENDA

The Amendments and Addenda, if any, to the Contract Documents, are for the purpose of varying, modifying, rescinding, or adding to the portions of the Contract Documents to which they pertain and should be read together with them. In the event of any inconsistency or conflict between any Contract Documents or any portion thereof and any Amendment or Addendum, the Amendment or Addendum shall prevail. Where an Amendment or Addendum modifies a portion of a paragraph or a section, the remainder of the paragraph or section shall remain in force unless otherwise stated in the Amendment or Addendum.

## SECTION 5 - PARTIAL PAYMENTS

(a) Prior to the submission of the first requisition for a partial payment, the Contractor, if required, shall present to the Authority, for the Authority's approval, a schedule showing the breakdown of the Contract price which must contain the amount estimated for each part of the Work, and in addition, a quantity survey for each such part of the Work. The values employed in making the schedule will be used only for determining the size of the partial payments and to supply labor statistical information required by the Authority, and will not be considered as fixing a basis for additions to or deductions from the Contract Price. Notwithstanding the foregoing, In the event that the Contract's pricing is based upon a factor/multiplier, the basis for the Contractor's pricing shall be as set forth within the Form of Proposal and/or Contract Specifications.

(b) Progress payments, irrespective of whether the Contract is lump sum, unit price, or factor/multiplier will be made as the Work progresses in accordance with this section. Within 30 calendar days from when the Work for which the Contractor seeks a progress payment was performed (the "**Progressed Work**"), but not more often than once per month, the Contractor shall submit to NYCHA an application for such progress payment that must cover the Progressed Work and include: (1) the requested payment amount; (2) all certificates and documents on the forms acceptable to, and in accordance with the rules of, the Authority and as required by the Contract Documents; (3) all *Contractor Daily Sign-In Sheets* and all payrolls records required pursuant to these General Conditions, evidencing the Contractor's compliance with prevailing wage requirements with respect to the Progressed Work covered by the progress payment application, if not previously submitted, as the Contracting Officer will not approve any progress payment application until the Contractor has submitted such Daily Sign-In Sheets and payroll records; and (4) proof satisfactory to the Authority that the Contractor is meeting his/her obligations to subcontractors, suppliers of material and workers, if requested by the Contracting Officer. Unless allowed by the Authority, such progress payments shall not exceed the ratio to the total compensation hereunder that the portion of the Progressed Work done bears to the entire Work.

(c) An application for progress payments shall not include requests for payment (1) on account of changes in the Work which have not been properly authorized by a change order in accordance with the Contract Documents, or (2) of amounts the Contractor does not intend to pay a subcontractor or supplier because of a dispute or other reason.



(d) If a progress payment is requested on the basis of materials or equipment not incorporated into the Progressed Work but delivered and suitably stored at the site or at another location agreed to in writing, the progress payment application shall be accompanied by such bills of sale, data and other procedures substantiating the Contractor's title to such materials or equipment or otherwise protecting the Contractor's interest. Payment on account of such materials or equipment will not (1) include any amount for the Contractor's overhead or profit, (2) relieve the Contractor of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work, or (3) relieve the Contractor of any risk of loss for such materials or equipment or obligations with respect thereto as provided for in the Contract Documents.

(e) The Contracting Officer or his or her designee will, within seven calendar days after receipt of an application for a progress payment, either indicate a recommendation for payment or deny the application. If payment is recommended and the application is approved, the Contractor will be notified by the Authority that the application has been approved and will be provided with a copy of the Authority's payment requisition for the Contractor's signature. The date that the Contractor is notified of the progress payment approval is referred to herein as the "Approval Date." Upon notification of the progress payment approval, the Contractor must then submit the signed payment requisition along with an original invoice to the Authority's Accounts Payable Division ("Accounts Payable"). Such original invoice must be printed on the Contractor's company letterhead and have an original signature. The signed payment requisition and original invoice shall be submitted by the Contractor directly to Accounts Payable at:

New York City Housing Authority  
Accounts Payable  
P.O. Box 3636  
Church Street Station  
New York, NY 10008

Payment will be made to the Contractor within 21 calendar days of the Approval Date (the "**Payment Date**") provided that Accounts Payable receives the Contractor's signed payment requisition and original invoice, satisfactory to Accounts Payable (a "**Satisfactory Requisition and Invoice**"), at least seven calendar days prior to the Payment Date. If the Satisfactory Requisition and Invoice is not received at least seven calendar days prior to the Payment Date, payment will be made within seven calendar days after receipt thereof by Accounts Payable.

(f) If the application for a progress payment is denied, the application shall be returned to the Contractor indicating the Authority's reasons for refusing to recommend payment which may include, but not be limited to, the Authority's exercise of its right to withhold payment as provided for in the Contract Documents. If denied, the Contractor may make the necessary corrections, to the extent that corrections can be made, and resubmit the application to the Authority within 30 calendar days from the Contractor's receipt of the returned application, in which case the time and procedures for review, denial, approval, and payment, as applicable, as set forth in this subsection (f) of this section and in subsection (e) of this section above, shall apply to the resubmitted application. No such progress payments, however, will be made after the time fixed for the completion of the Work, or the time to which the completion may be extended under the terms of this Contract, until the full and final completion of all Work herein agreed upon, unless the Authority, in its discretion, directs otherwise.

(g) The Contracting Officer's or his or her designee's recommendation of any progress payment requested in an application shall not constitute a representation that (1) exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work, (2) an examination has been made to ascertain how or for what purpose the Contractor has used payments previously paid on account of the Work, or (3) the Contractor's construction means, methods, techniques, sequences or procedures have been reviewed. Furthermore, any recommendation of a progress payment shall not constitute a waiver of the Authority's rights and remedies under the Contractor Documents or otherwise including, but not limited to, the right to withhold payments to the Contractor.

(h) In making such partial payments the Authority may retain ten percent (10%) of the estimated amount until the final completion and acceptance of all work covered by the Contract except that this may be reduced to five percent (5%) after satisfactory performance of 50% of the work. If performance and payment bonds in the full amount of the Contract Price have been furnished by the Contractor, the retention shall be five percent (5%) throughout.

(i) The Contractor agrees to accept payments under the Contract (progress, final, or otherwise) from the Authority by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.

(j) Prior to the first payment made under the Contract, the Contractor shall designate one account on the books of a financial institution or other authorized payment agent and shall complete and submit to Accounts Payable the "AP Supplier Maintenance Request Form" with a voided check.

(k) The credit of a payment by the Authority to the account on the books of the financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the Authority for the payment under the Contract.

(l) The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

(m) The Authority may waive the requirements of this section for payments in the following circumstances: (1) for individuals or classes of individuals for

whom compliance imposes a hardship; or (2) in other circumstances as may be necessary in the best interest of the Authority.

#### **SECTION 6 - FINAL PAYMENT**

- (a) Within thirty (30) days after the issuance of the Certificate of Final Acceptance hereinafter provided for, the Authority, subject to all contract provisions, shall pay to the Contractor, by check or otherwise, all sums remaining unpaid and due it under the Contract.
- (b) The Final Payment shall not become due until the Contractor shall deliver to the Authority all releases required by the Authority from all liens, claims and demands arising out of any Work done pursuant to the Contract.
- (c) The acceptance by the Contractor of the Final Payment, or any part thereof, shall be and shall operate as a release of the Authority from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act, omission and neglect of the Authority and others relating to or arising out of this Work, excepting only claims expressly reserved by the Contractor in writing at the time final payment is made.
- (d) No Interest to be Paid. The Contractor agrees that no interest shall be due and payable from the Authority on any retained amounts or on any other sums deducted and withheld from the partial payments or the Final Payment or for failure to make any partial payments or the Final Payment on the date when any such payments may be due.

#### **SECTION 7 - AUTHORITY'S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS; LIENS**

- (a) If the Work is not performed in strict accordance with the Contract, or if the work of any other contract between the Contractor herein and the Authority is not performed in strict accordance with its terms, or if the Authority has a claim against the contractor herein for any other reason whatsoever, or if any claim, just or unjust (including claims for wrongful death and for injuries to person or property), which arises out of the performance of the Work is made against the Authority, the Authority shall have the right to withhold out of any payment, final or otherwise, such sums as the Authority may deem ample to protect it against delays or loss or to assure the payment of such claims on this, or any other open contract which the Contractor has with the Authority.
- (b) In the event that wages have been paid at a rate less than the prevailing wage, the Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with the Authority, so much as may be necessary to pay to laborers, mechanics, architects draftsmen, engineers and technical workers, and other workers employed on the Work, the difference between the sums such persons should have received as wages and the amounts they actually received, and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account. In addition, the Contractor shall be required to pay for the cost of any investigation conducted by or on the behalf of the Authority that discovers a failure to pay prevailing wages by the Contractor or its subcontractors. If the Authority discovers such a failure, the Contractor shall submit a certified check to the Authority for the administrative cost of the investigation, as such cost has been assessed by the Authority. The certified check shall be submitted to:

New York City Housing Authority  
 Revenue and Receivables Division  
 90 Church Street, 6th Floor  
 New York, NY 10007

The Authority shall continue to withhold funds from payments due to the Contractor until the certified check for such cost is received.

- (c) The foregoing provisions shall be construed solely for the benefit of the Authority and shall not be construed to require the Authority to determine or adjust any claims or disputes between the Contractor and any other person or persons.
- (d) Deductions for Defective Work as an Alternative to Requiring Corrections. If the Authority deems it inexpedient to require the Contractor to correct Work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Authority. In the event of the failure of the said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Authority may withhold such sum as it deems just and reasonable from monies, if any, due the Contractor on this, or any other open contract which the Contractor has with the Authority.
- (e) Liens as Bar to Payment. The Contractor shall not, at any time, suffer or permit any lien, attachment, or other encumbrance, under the law of this State or otherwise, by any person or persons whomsoever, to remain on file with the Authority against any money due or to become due for any Work done or materials furnished under the Contract, or by reason of any other claims or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any payment and any and all claims or demand for any payment whatsoever under and by virtue of the Contract.

#### **SECTION 8 - MODIFICATIONS OF COMPENSATION; CHANGES IN THE WORK**

- (a) The Authority, without invalidating this Contract or any bonds or security furnished thereunder, and without notice to the sureties, if any, may, at any time after the acceptance of the Contractor's Proposal, make changes by altering or changing the Work or by ordering Extra Work, or by omitting or reducing the Work in part, or, upon five (5) days' notice to the Contractor, in whole, the Contract Price being adjusted as hereinafter provided. Such alterations, changes, extra work, reductions or omissions may be ordered by the Authority solely by written order. When Work is omitted or reduced, in whole or in part, no right to compensation or damages for any loss or cost, including loss of profit, or for any claim or cause of action, shall accrue to the Contractor for any Work so omitted or reduced, except that the Authority will pay, subject to the provisions of this Contract, for all Work actually performed.
- (b) For changes resulting in Extra Work, the contract price shall be adjusted by such of the three following methods as the Authority selects:

1. Where unit prices have been established in the Contract, such unit prices may be used as a basis for computing the additions to be made; or
  2. The Authority and the Contractor may agree upon unit prices or a lump sum therefor; or
  3. The Contract Price may be adjusted in accordance with the following:
    - a. The Contractor shall submit an accurate current account of the actual direct and necessary production cost of the Extra Work itself, with substantiating documentation, subject to audit, as may be required by the Authority, consisting of and limited to the following: labor and items incidental to labor, including Social Security and unemployment insurance; other insurance required by reason of the performance of the extra work; necessary materials, rental value of plant and equipment.
    - b. All other items shall be considered as overhead and not as cost including, but not limited to, supervision, superintendents, timekeepers, clerks, security personnel, small tools, incidental job burdens and general office expense. To the cost calculated as aforesaid shall be added: ten percent (10%) as compensation to the Contractor for overhead and all other costs and ten percent (10%) of the resulting amount as profit.
- (c) Where such Extra Work is performed through one or more subcontractors, there shall be added to the extra cost to the contractor of such work computed as above (including any overhead and profit allowed by the contractor to the subcontractor, not exceeding the percentage above prescribed for the contractor), six percent (6%) of such extra cost of the work involved in the change.
- (d) For changes resulting in omitted or reduced work, any of the methods set forth in the preceding paragraph (b) shall be utilized in calculating a credit to the Authority.

### **SECTION 9 - DIFFERING SITE CONDITIONS**

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Authority in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Authority shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this provision shall be allowed unless the Contractor has given the notice required in (a) above.

### **SECTION 10 - EXTRA OR OMITTED WORK**

(a) Extra Work is work required by the Authority which in its judgment is in addition to that required by the Contract in its present form. Except in an emergency, written orders must be received by the Contractor prior to the commencement of Extra Work and must expressly and unmistakably indicate the intention of the Authority to treat the Work described therein as Extra Work. The provisions of this Contract relating generally to Work and its performance shall apply to any Extra Work required and to the performance thereof except to the extent that the parties hereto may expressly provide otherwise in connection with any particular item of Extra work.

(b) The Contractor shall, immediately upon receipt of a written order of the Authority, proceed to comply with such written order as regards to any changes involving Extra Work or Work omitted or reduced, regardless of whether or not the adjustment in the Contract Price by reason thereof has been agreed upon.

### **SECTION 11 - TIME OF ESSENCE**

Inasmuch as the provisions hereof relating to the time of performance and completion of the Work are for the purpose of enabling the Authority to administer public property efficiently and economically and in accordance with a predetermined program, all such time limits are of the essence of this Contract.

### **SECTION 12 - TIME FOR COMMENCEMENT AND NOTIFICATION TO PROCEED**

The Contractor shall commence the Work on the date specified in the written notification from the Authority to proceed and shall complete the Work within the time period specified. This notification will be made, in general, no more than thirty (30) calendar days from the date of the Award of the Contract.

### **SECTION 13 - TIME FOR COMPLETION**

The Contractor agrees to complete the Work within the time specified in the Special Notices & Conditions or applicable Notice to Proceed.

### **SECTION 14 - DELAYS IN PERFORMANCE; EXTENSIONS OF TIME**

In the event completion of the Work is necessarily delayed beyond the time for the completion of the Work or the particular portion thereof affected, on account of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts or omissions of the Authority, its officers, agents, or employees, whether occurring before or after the acceptance of the Contractor's Proposal, or of any Contractor of the

Authority engaged in operations upon the project or third persons, or because of any act of God, strike, embargo upon shipments, insurrection, act of the public enemy, governmental action, unusually severe weather, fire, flood or delays of subcontractors due to such causes, the time for completion shall be extended by a period of time corresponding to the delay, provided that within twenty (20) days from the beginning of such delay the Contractor notifies the Authority of the causes of the delay.

The Authority's determination whether an extension of time is justified and how long the period of extension should be, shall be conclusive and binding upon the Contractor. Except as otherwise provided in this Contract, the Contractor expressly agrees to make no claim or maintain any action against the Authority for damages for suspension of or delay in the performance of this Contract occasioned by delays to or interruptions of the work, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance.

## **SECTION 15 - SUSPENSION OF WORK**

The Authority may order the Contractor to suspend the Work for the Authority's convenience for such period of time it may deem appropriate, provided that where such suspension is for an unreasonable period of time an adjustment shall be made for any increase in the cost of performance of this Contract caused thereby. However, no adjustment shall be made where the work is suspended or delayed by any other cause, including the fault, negligence or improper performance of the Contractor or of any other contractor.

## **SECTION 16 - RISKS; INDEMNIFICATION**

**(a) Generally.** The Contractor shall at all times be liable for, and indemnify and save harmless the Authority, its members, officers, agents and employees against and from any and all claim or damage arising from, upon or by reason of the breach by the Contractor of any covenants herein contained.

**(b) Loss or Damage to the Work.** All loss or damage to the Work howsoever caused, prior to the issuance of the Certificate of Final Acceptance, or to any equipment or materials used, installed or received by the Contractor, whether by fire, flood, vandalism or any other casualty or happening, shall be assumed and be borne by the Contractor, excepting any loss or damage caused by the willful negligence of the Authority subsequent to the award of the Contract. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good the Work without cost to the Authority.

**(c) Indemnification.** If any person sustains injury or death, or loss or damage to property occurs, resulting directly or indirectly from the Work of the Contractor, or his subcontractors, in their performance of this Contract, or from the Contractor's failure to comply with any of the provisions of this Contract or of law, or for any other reason whatsoever, the Contractor, to the fullest extent permitted by applicable law, shall indemnify and hold the Authority harmless from any and all claims and judgments for damages and from costs and expenses to which the Authority may be subjected or which it may suffer or incur by reason thereof.

**(d)** The Contractor shall assume the risk of loss, damage, injury or delay due to the fault, acts, or omissions of other contractors, or their subcontractors, saving only the right to extensions of time as herein provided, and to any cause of action against other contractors or their parties. The acts or omissions of other contractors shall not be deemed to be the acts or omissions of the Authority and the Authority shall not be responsible, liable, or answerable in any way to the Contractor by reason of such acts or omissions. In the event of liability, loss, injury, delay or damage to the Work of this Contractor by reason of acts or omissions of other contractors or their subcontractors, this Contractor shall forthwith replace, repair, and make good the Work and all damage and loss thereto without cost to the Authority.

**(e)** All loss or damages arising out of the nature of the Work to be done under the Contract, or for any unforeseen obstructions except as otherwise provided in the Contract, or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, shall be sustained by the Contractor.

**(f) Risks Unaffected by Certain Acts.** The coverage of any insurance which the Authority or the Contractor may have obtained under the provisions of the Contract or otherwise shall not be deemed to limit the Contractor's liability under this section.

**(g) Contractor to Defend.** With respect to any claim made or suit brought against the Authority by any person arising out of, or resulting from, or in connection with any of the above risks assumed by the Contractor, the Contractor shall negotiate the settlement thereof or defend the same at his own cost and expense, and pay all costs, expenses and judgments recovered against the Authority, its members, officers, agents and employees.

## **SECTION 17 - INTENTIONALLY OMITTED**

## **SECTION 18 - TYPES AND AMOUNTS OF INSURANCE REQUIRED**

**(a)** It is understood that, for any and all purposes, all personnel assigned by the Contractor to perform work under the Contract are deemed to be employees, Contractors or Subcontractors of the Contractor, and not of the Authority.

**(b)** The Contractor shall maintain, and shall cause each Subcontractor of the Contractor to maintain, for the duration of this Contract and any extensions thereof, insurance as specified in Attachment A hereto, "New York City Housing Authority Insurance Requirements Matrix." Contractors and/or

Subcontractors providing operations, multiple products, and/or services for the Authority, must comply with all applicable insurance requirements imposed by the Authority. (See Attachment A, New York City Housing Authority Insurance Requirements Matrix.) In addition, within 15 days after the Contractor receives such a request from the Authority, and before commencing work, the Contractor's New York State licensed insurance broker(s) shall register with the Authority and shall enter all indicated insurance coverage information into the Authority's designated web based portal. The broker(s) shall warrant that the information entered is accurate, complete and compliant with the applicable Authority requirements. The Contractor's licensed broker(s) shall disclose all large deductibles, self insured retentions, material exclusions, multiple line policy aggregates and any other provisions that materially limit, reduce or aggregate coverage. All insurance policies providing coverage to the Authority, its members, employees, agents, investors, partners and/or representatives under this Contract shall be primary to any other insurance policies providing coverage to these entities. The Contractor shall provide a list of all Subcontractors and shall provide proof of coverage for each Subcontractor to the Contractor's licensed New York State broker(s) for review and confirmation of compliance with NYCHA's insurance and risk management requirements. The Contractor shall maintain a current list of its Subcontractors under the Contract and proof of insurance coverage for these Subcontractors. Such proof should be submitted within two business days after request to an authorized Authority representative. The Contractor, solely, shall be responsible to confirm that its Subcontractors secure and maintain compliant coverage for the duration of the Work and for any additional period stipulated by the Authority. Failure to maintain required insurance coverage, for the duration of the Contract and any extension thereof, shall be deemed a breach of Contract. Upon determination of a breach of this Contract, the Authority may, at its sole discretion, discontinue payment under the subject contract or any other contract with the Contractor. The Authority will require the Contractor to remedy any non-compliant gap in coverage for this Contract at the sole expense of the Contractor. The Authority may further require the Contractor to provide an irrevocable letter of credit, drawn on a federally-chartered bank, acceptable to the Authority, in the amount of the ultimate projected loss and loss expense not covered due to any gap, inadequacy or interruption in insurance coverage.

(c) See Attachment A, New York City Housing Authority Insurance Requirements Matrix, which summarizes the insurance requirements by type of work (commodity categories). Insurance coverage requirements for the Contractor and any Subcontractors are based on the Authority's assessment of exposures included in the scope of work. To use the Matrix, identify the commodity category based on the work scope for this agreement and its associated Insurance Template Code to determine the applicable insurance requirements. In addition, there may be multiple requirements depending upon the scope of work performed under the contract. Outlined below are the most common insurance requirements.

1. **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall obtain, and shall cause its Subcontractors to obtain, Worker's Compensation Insurance, including occupational disease, for all employees, as prescribed by the applicable statute, and Employer's Liability Insurance: (a) unlimited in the State of New York or \$1,000,000 for other States; and (b) \$1,000,000 for those specific categories not covered by New York State Workers' Compensation Law.
2. **Commercial General Liability Insurance.** The Contractor shall carry Commercial General Liability insurance, written on an occurrence basis and must include Personal Injury, Bodily Injury, Property Damage, Broad Form Contractual Liability and

Products/Completed Operations coverage. Minimum acceptable annual limits are as articulated in Attachment A, New York City Housing Authority Insurance Requirements Matrix.

General Liability Insurance must provide unlimited defense and indemnification of the New York City Housing Authority and other parties listed above. This insurance shall cover the use of all equipment, hoists, and off road vehicles not covered by Automobile Liability.

3. Automobile Liability Insurance. The Contractor shall secure and maintain Automobile Liability Insurance for all owned, non-owned and hired motor vehicles operated in connection with the work to be performed under this Contract. This requirement must also be met by all Subcontractors, delivery services, as well as their employees. Limits and terms shall be as stipulated in Attachment A, New York City Housing Authority Insurance Requirements Matrix. Coverage shall apply to bodily injury and property damage and as required by law shall provide Personal Injury Protection and Uninsured Motorist coverage. The policy shall protect the Authority as well as the Contractor against loss arising from the operation and use of land motor vehicles, other equipment licensed for use over the road, as well as the loading and unloading of vehicles on or near Authority property.

4. Owner's and Contractor's Protective Liability Insurance. The Contractor working on construction related contracts shall provide Owner's and Contractor's Protective Liability Insurance for all bids equal to or exceeding \$100,000 (&quot;OCP&quot;). Such insurance policy shall be issued with the New York City Housing Authority et al., as the sole Named Insured and shall contain from inception to expiration of the Agreement, by endorsement or in the body of the policy, the following provisions in substance:

- a. The presence of engineers or inspectors of the Authority on the Work Site shall not invalidate the policy of insurance.
- b. The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued by the insurance company to the Contractor.

5. Environmental Impairment Liability:

The Contractor shall obtain and shall cause its Subcontractors to obtain Contractor Pollution Legal Liability Insurance coverage for Contracts and Subcontracts that may involve the removal of any hazardous waste as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. (&quot;RCRA&quot;), CERCLA and the Clean Water Act and (any subsequent amendments thereto) or state or city environmental statutes, or the removal of any contaminated material. Such insurance must cover the specific type(s) of hazardous material(s) or pollutant(s) being removed from the site. Contractor Pollution Legal Liability Insurance coverage shall be purchased with minimum limits and terms as stipulated in Attachment A, New York City Housing Authority Insurance Requirements Matrix. The Contractor and/or its Subcontractors, as the case may be, shall use its best efforts or their best efforts to obtain such insurance on an occurrence basis. In the event that such insurance is not available on an occurrence basis, the Contractor and/or its Subcontractors shall maintain such insurance in effect throughout the term of the Contract for an additional period of not less than three years after the completion of the work or the termination of the Contract, the latter of the two. In the event that the term of the Contract is extended one or more times, the Contractor, and/or its Subcontractor, shall maintain the coverage for a period of any such extension(s). The Contractor's obligation to maintain Contractor Pollution Legal Liability Insurance policy for the additional three-year period shall survive the expiration of the Contract or the termination of such Contract by either party for any

reason.

- a. Where applicable, the Contractor shall secure and maintain coverage for Pollution, Hazardous Materials or Hazardous Biological Matter including but not limited to Chemicals, Lead Based Paint, Asbestos, Mold, Bacterial Matter, Biomedical Waste (including but not limited to Testing and Abatement). Under Contracts for the abatement and/or testing of hazardous materials the Contractor must obtain and cause its Subcontractors (i.e. professional testing firms, architectural firms and engineering firms) to obtain Environmental Impairment Liability insurance in compliance with the limits terms and conditions stated in Attachment A, New York City Housing Authority Insurance Requirements Matrix.
6. Professional Liability Insurance. The Contractor shall secure and maintain Professional Liability Insurance when indicated in the Attachment A, New York City Housing Authority Insurance Requirements Matrix. The Authority will accept claims made policy format for Professional Liability coverage. All claims made coverage must maintain a retroactive date equal to or earlier than the first date of all services and operations performed for the Authority under the Contract. Coverage must be maintained for a period of not less than three years from the date of completion and acceptance of the final work under this Contract. Tail coverage for an additional three years shall be maintained to accommodate reporting of claims.
- (d) All policies of insurance must be written on an occurrence basis, except for Environmental Impairment and Professional Liability Insurance, and must be issued by companies licensed and/or admitted, or authorized to do business, in the State of New York, having a profitability rating of at least "A" (Excellent) and a financial size class of "VII," as indicated by the most recent A.M. Best publication. All policies (except Professional Liability and Statutory Workers' Compensation) must be endorsed:
1. to name the Authority et al. as an additional insured;
  2. to allow severability of interests and rights of cross-claim; and
  3. to warrant that such insurance as afforded by the policy shall not be cancelled, non-renewed, or have coverage materially reduced or restricted, without at least 30 calendar days advance written notice to the Authority. Written notification may be express mailed to the Authority at:
 

New  
York City Housing Authority  
90  
Church Street, 6th Floor  
New  
York, NY 10007-2919

Attn:  
Risk Management Department
- Note: The Contractor shall be responsible for obtaining and maintaining, at its sole cost and expense, and for causing its Subcontractors to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property while upon Authority premises or in Authority vehicles during the term of the Contract. Except for the intentional wrongful acts of the Authority, the Authority shall have no responsibility for loss of, damage to, or theft of the Contractor's or its Subcontractors' personal property.
- (e) Prior to the commencement of Work under this Contract. The Contractor shall secure from all its Subcontractors proof of compliant insurance. The Contractor shall provide to the Authority or their designated representative, on demand satisfactory certificates of insurance, and/or certified copies of the insurance policies,

evidencing that such insurance is in effect. If requested, certified copies of insurance policies must be sent to:

New York City Housing Authority

90 Church Street, 6th Floor

New York, NY 10007-2919

Attn: Risk Management Department

When required, Certificates of Insurance should be issued showing the certificate holder as the above.

(f) Insurance coverage in the amounts provided for herein shall not limit the Contractor's liability and shall not relieve the Contractor from any liability that might exceed such amounts, nor shall the Authority be precluded by such insurance coverage from taking other actions that may be available to the Authority under any other provisions of the Contract or otherwise.

(g) The insurance policy(ies) set forth in Attachment A must not exclude any operation within the scope of the Work to be provided under the Contract.

## SECTION 19 - SURETIES

In the event this Contract requires the Contractor to furnish Performance and Payment Bonds, such bonds shall be in the form prescribed by the Authority and shall be deemed to include the performance of all the Contractor's obligations under the guarantees by the Contractor or subcontractors contained in the Contract Documents.

## SECTION 20 - DEFAULTS

(a) The Authority shall have the right to declare the Contractor in default on the whole or any part of the work if:

1. The Contractor shall fail to begin the Work to be done under the Contract on the date of award or the date otherwise specified in writing by the Authority, or if the Work shall be abandoned by the Contractor, or
2. The Contract shall be assigned or the Work sublet by the Contractor otherwise than as permitted by the Contract, or
3. The Contractor has unnecessarily or unreasonably delayed the Work or any part thereof, or has persistently or repeatedly refused or failed to supply enough properly skilled workers or proper materials, or
4. The Contractor has failed to make prompt payment to subcontractors, suppliers of materials, or other creditors; or has failed to display the prevailing wage poster, to provide a copy of the prevailing wage schedule when requested, to complete the Development Log or to submit the *Contractor Daily Sign-In Sheets* in compliance with the requirements of Section 43 of the General Conditions, below; or has failed to observe or perform the provisions of any term whatsoever of the Contract, or
5. The Contractor shall become bankrupt or insolvent, or makes an assignment for the benefit of creditors, or its affairs are placed in the hands of a receiver or trustee.

(b) Upon declaration of default in writing to the Contractor, the Contractor shall not begin or shall discontinue or not resume the work. In such event, the Authority may take over the Work and prosecute the same to completion as agent for and at the expense of the Contractor, either directly or through other contractors, with or without public advertisement, or by calling upon the surety or sureties, if any, to complete the Contract as provided for in the Performance Bond, and the Contractor and sureties shall be liable to the Authority for any loss, damage, extra cost, or detriment to the Authority thereby. The Authority may take immediate possession of and utilize in completing the Work all materials and equipment provided for the Work. The Authority may also adopt and enforce any subcontracts which may have been let for any part of the Work. The Authority's certificate as to the excess cost and excess time, if any, of completing the Work, and the amount of damage suffered, shall be binding and conclusive upon the Contractor and his sureties.

(c) The right to declare the Contractor in default for any of the grounds specified or referred to in Section 20(a) of the General Conditions shall be exercised by the Authority by sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared (the "Notice of Default").

(d) The Authority's determination that the Contractor is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the Authority's determination, the Contractor may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

## SECTION 21 - RIGHTS AND REMEDIES OF CONTRACTOR



The Contractor agrees that money damages are adequate compensation for any breach of the Contract which may be committed by the Authority, and that no default, act or omission of the Authority shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind it or (unless the Authority shall so direct in writing) to suspend or abandon performance. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled because of any wrongful act or omission of the Authority, saving only the right to money damages.

## **SECTION 22 - DISPUTES AS TO THE WORK**

A fundamental intent of the Contract is that all Work required by the Authority shall be promptly performed in accordance with its directions and to its satisfaction, but without prejudice to the rights of either party as to the proper determination of questions relating to compensation, damages, or other money payments or deductions from payments as provided in this Contract. The Contractor shall, under no circumstances, cause any delay of the Work during any dispute as to the Work or compensation or the meaning of the specifications or plans or drawings, or because of any dissatisfaction with any decision of the Authority, but shall proceed with the Work promptly, as directed.

## **SECTION 23 - CLAIMS**

(a) If the Contractor claims that any instructions of the Authority, by drawings or otherwise, involve Extra Work entailing extra cost, or claims compensation for any damages sustained by reason of any act or omission of the Authority, or of any other persons, or for any other reason whatsoever, the Contractor shall, within twenty (20) days after such claim shall have arisen, file with the Authority written notice of intention to make a claim for such extra cost or damages, stating in such notice the nature and amount of the extra cost or damages sustained and the basis of the Claim against the Authority. If the Authority shall deem it necessary for proper decision, upon any notice filed hereunder, to require additional data, depositions or verified statements, the Contractor must furnish the same within twenty (20) days after written demand therefor upon him/her.

(b) The filing by the Contractor of a notice of claim and the compliance by the Contractor with the demand, if any, for additional data, depositions or verified statements, both within the time limited herein, shall be a condition precedent to the settlement of any claim or to the Contractor's right to resort to any proceeding or action to recover thereon, and failure to do so shall be deemed to be a conclusive and binding determination on the Contractor's part that he/she has no claim against the Authority for compensation for Extra Work or for compensation for damages, as the cause may be, and shall be deemed a waiver by the Contractor of all claims for additional compensation or for damages.

(c) The Authority shall have the right at any time that a claim is made or a lawsuit is brought by the Contractor on any account to audit the books and records of the Contractor with respect to all matters relating to the subject matter of the claim or lawsuit.

## **SECTION 24 - USE AND CARE OF PREMISES; PARKING**

(a) The Contractor shall confine his apparatus, storage of materials, and operations to the limits indicated by law, ordinances, permits, and rules and regulations, and in accordance with the directions of the Authority. The Contractor shall not unreasonably encumber the premises with his materials. The Contractor shall maintain the premises in a neat and orderly condition and shall from time to time remove all plant, surplus materials, false work, and temporary structures of every nature resulting from his/her or his/her Subcontractor's work. The Contractor and all Subcontractors must collect daily their accumulated rubbish and leave it where designated by the Authority for prompt removal. The Contractor shall assume the entire risk of loss or damage to any materials or equipment stored in any location made available at the development by the Authority.

(b) The Contractor and its Subcontractors, if any, shall not park their vehicles or otherwise use any parking spaces, grass or gravel areas, or anything of similar nature to park their vehicles, on Authority property. Vehicles parked in unauthorized areas shall be towed at the Contractor or Subcontractor's sole expense.

## **SECTION 25 - PRECAUTIONS TO BE TAKEN; CLEAN AIR AND WATER**

(a) The Contractor shall perform the Work with all due care and proper precaution, and in such manner as will afford the greatest protection to persons and property on or off the site of the project. The Contractor shall provide all the protection necessary for all materials and Work, whether in progress or completed, and whether incorporated in the project or not, against injury from any cause, and shall place and maintain all necessary and proper guards, lights, and other protective devices for the prevention of accidents and for the protection of workers and the public, and shall post danger signs warning against the hazards created by operations under the Contract. The Contractor shall observe all laws and regulations of the municipality in relation to obstructing the streets, keeping open passageways, and protecting the same where they are exposed and would be dangerous to the public.

(b) The Contractor at his own cost and expense shall make such arrangements as may be necessary or required to protect the Work from the time it is commenced until the Certificate of Final Acceptance is issued or until the Authority shall otherwise direct.

(c) In the event the work of the Contract is at a Federally-aided project, the Contractor shall comply with all the requirements of the Clean Air Act, as amended (42 U.S.C. Section 1857 et. seq.); the Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq.) and Executive Order 11738.

## **SECTION 26 - PERMITS AND INSPECTION FEES**

The Authority will arrange for the issuance by the proper governmental agency of all permits necessary for the performance of the Work without cost to the Contractor. The Contractor shall cooperate with the Authority in obtaining such permits, and it shall be the duty of the Contractor, prior to the commencement of the Work, to attend at the office of the issuing department or agency and receive all such permits on behalf of the Authority. All fees required to be paid by the Contractor or any Subcontractor for a license to practice their respective trades shall not be included under the heading of permits and must be obtained at

the Contractor's expense. All permits are to be kept at the site of the Project until completion of that part of the Work pertaining to those permits and then turned over to the Authority.

## **SECTION 27 - COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall give all required notices and comply with all federal, state, municipal, and departmental laws, local laws, ordinances, rules and regulations, notices, orders and any requirements as to permits and licenses which affect the Work and which bear upon the conduct thereof and upon those engaged therein. All costs arising out of the performance of any Work contrary to any of these shall be borne by the Contractor. If the drawings or specifications are at variance with any of these, the Contractor shall promptly notify the Authority in writing so that any necessary changes may be made.

## **SECTION 28 - ORDER OF THE WORK**

Unless otherwise specified in writing the Contractor shall commence the Work under the Contract at the time of award. The Authority may also designate the first block, section, or area, or the first apartment or apartments or building or buildings within a block, section, or area, on which the Contractor shall commence work. All work shall be performed in such order and by such methods as will produce the best workmanship, economy, safety and speed.

## **SECTION 29 - ASSIGNMENT OF BUILDINGS**

At the time of the commencement of work, the Authority may not have all the apartments, buildings and the other spaces available. Therefore, the Contractor shall proceed immediately with the Work in such apartments, buildings and other spaces as are made available by the Authority, and will perform all other work required under the Contract in such order and at such times as the Authority will direct

## **SECTION 30 - FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the Work with that of other contractors who may be engaged in the performance of work at the development.

## **SECTION 31 - PROGRESS CHART; ATTENDANCE AT REGULARLY SCHEDULES JOB MEETINGS**

**(a) Progress Chart.** At the time of commencement of work, the Contractor, if requested, shall furnish a satisfactory progress schedule which shall be in the form of a graph to suitable scale, indicating salient features of the work and the expected status of the work and the expected status of the work at any time. The progress schedule shall be submitted to the Authority for approval and for such modifications to such schedule as the Authority may deem necessary. The sequence of the performance of the Work may, however, from time to time, be altered by the Authority.

**(b) Authority May Require Satisfactory Progress.** The Authority shall have the right, without any extra compensation to the Contractor, at any time when, in the judgment of the Authority and the work is not proceeding in accordance with the approved progress chart or schedule, to require the Contractor to take such measures or adopt such methods as may be necessary, in the opinion of the Authority, to obtain and maintain satisfactory progress.

**(c) Attendance at Regularly Scheduled Job Meetings.** The Contractor shall attend (or cause its authorized representative to attend and act on behalf of the Contractor at) all job meetings regularly scheduled by the Authority. If the Contractor fails to attend or cause its authorized representative to attend any such regularly scheduled job meeting, the Authority may, in its sole discretion, charge the Contractor, and the Contractor shall pay the Authority, a fee of two-hundred and fifty dollars (\$250.00) as an administrative fee. Such fee may be charged against the Contract price or against any other contract the Contractor may have with the Authority.

## **SECTION 32 - INSPECTION AND TESTS**

**(a) Generally.** The Authority at all times shall have access to the Work, wherever and whenever it is in preparation or progress, and the Contractor shall provide facilities for such access for the purpose of inspection. The Authority will maintain such inspectors as it shall deem necessary to inspect the materials and labor furnished and the Work done, but shall be under no obligation to do so, nor shall it assume any responsibility for defective work which inspection may or could have disclosed. All work, materials, processes of manufacture, and all methods of construction shall at all times and places, including places of manufacture or origin, be subject to inspection and tests as may be determined by the Authority.

In the event the Contractor informs the Authority that the Work or any part of the Work is complete for inspection, whether or not as an element of any requisition for partial payment, and the Authority subsequently determines that the Work or the part thereof does not pass inspection, the Authority shall charge the Contractor and the Contractor shall pay the Authority a fee of fifty dollars (\$50.00) as an administrative fee for the time and travel of the Authority staff directed to inspect such substantially incomplete Work or part thereof. The Authority may, without limitation, credit this fee against the Contract price or any other contract the Contractor may have with the Authority.

### **(b) Allocation of Costs of Tests and Re-Examination for Work:**

1. Special Tests. If the Contract Documents, the instructions of the Authority, local laws, or any public agency or officials require any work to be specially tested or approved, the Contractor shall give the Authority timely notice of its readiness for such inspection. All such tests or inspection shall be paid for by the Contractor, except as otherwise specifically provided for.

2. Other Tests. The cost of test of materials as may be required by the Authority will be borne by the Authority. If, however, the tests prove that the materials tested are not according to the requirements of the Contract, then the cost of such tests is to be borne by the Contractor.

3. Re-Examination of Work. Re-examination of questioned work may be ordered by the Authority and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Authority shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the contractor shall pay such cost. If any work be covered up without the approval or consent of the Authority, such work must, upon request of the Authority, be uncovered at the expense of the Contractor.

### SECTION 33 - CORRECTION AND REPLACEMENT OF DEFECTIVE OR DAMAGED WORK

**Right of Authority to Reject.** The Authority may reject defective or unsatisfactory Work or materials. The Contractor shall proceed at once with the correction of rejected, defective, or unsatisfactory workmanship or materials and shall have all objectionable materials removed from the site (or any place used for storing materials for use on the Work) and replaced.

### SECTION 34 - MATERIALS AND WORKMANSHIP; PATENTS

(a) **Quality and Suitability.** All materials, equipment and articles incorporated in the Work shall be new, unless the Authority shall otherwise direct in writing. All workmanship, equipment, materials, and articles incorporated in the Work shall be of the best grade of their respective kinds for their purposes. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

(b) The Contractor shall indemnify, hold and save the Authority harmless from liability of any nature or kind, including claims, suits, judgments, costs, and expenses, for, or on account of any infringement, alleged infringement, or use of any patented or unpatented, or copyrighted or non-copyrighted invention, method, appliance, process, design, article or device manufactured or used in the performance of the Contract, and the Contractor shall defend all suits or claims by any person on account of the foregoing at its own cost and expense.

### (c) PROHIBITION ON USE OF TROPICAL HARDWOODS

1. In accordance with Section 167-b of the State Finance Law, tropical hardwoods and tropical hardwood products, shall not be obtained or utilized in the performance of this contract. The following species are tropical hardwoods:

**Scientific Name/Common Name**

Vouacapous americana/Acapu  
 Pericopsis elata/Afrormosis  
 Shorea almon/Almon  
 Peltogyne spp./Amaranth  
 Guibourtia ehie/Amazaque  
 Aningeris spp./Aningeria  
 Dipterocarpus grandiflorus/Apilong  
 Ochroma lagopus/Balsa  
 Virola spp./Banak  
 Anisoptera thurifera/Bella Rose  
 Guibourtis arnoldiana/Benge  
 Deterium Senegalese/Boire  
 Guibourtis demeusil/Bubinga  
 Pioria copaifera/Cativo  
 Antiaris africana/Chenchen  
 Dalbergis retusa/Concobola  
 Cordia spp./Corida  
 Diospyros spp./Ebony  
 Aucoumes klaineana/Gaboon  
 Chlorophors excelsa/Iroko  
 Acacia Koa/Koa  
 Pterygota macrocarpa/Koto  
 Shorea negrosensis/Red Lauan  
 Pentacme contorta/White Lauan  
 Shores ploysprma/Tanguile  
 Terminalia superba/Limba  
 Aniba duckei/Louro  
 Kyaya ivorensis/African Mahoga

Swletenia macrophylla/American Mahogany  
 Tieghemella leckellii/Makora  
 Distemonanthus benthamianus/Movingui  
 Pterocarpus soyauxii/African Padauk  
 Pterocarpus angolensis/Angola Padauk  
 Aspidosperma spp./Peroba  
 Peltogyne spp./Purpleheart  
 Gonystylus spp./Ramin  
 Dalbergia spp./Rosewood  
 Entandrophragma cylindricum/Sapela  
 Shores philippinensis/Sonora  
 Tectona grandis/Teak  
 Loxia trichilloides/Tigerwood  
 Millettia laurentii/Wenge  
 Microberlinia brazzavillensis/Zebrawood

2. Any bid or proposal, which proposes or calls for the use of any tropical hardwood, or tropical hardwood product, in the performance of the Agreement shall be deemed to be non-conforming.

3. If, after execution of any contract, purchase order, or other agreement (any and all of which are referred to hereafter in this paragraph as "Agreement"), the Authority learns that any tropical hardwood or any hardwood product has been used or will be used in connection with the performance of the Agreement, the Contractor shall be in default of the Agreement and the Authority shall have the right to terminate the Agreement and to exercise any and all rights and remedies, both legal and equitable, available to the Authority under the Agreement.

#### **SECTION 35 - REFERENCE BY NAME, TECHNICAL WORDS, NUMBER, OR SYMBOL: "EQUAL" DEFINED**

**(a) Reference by name.** Specific reference in the Contract Documents to any article, product, materials, fixture, form, type of construction, equipment, appurtenance, or any other item to be incorporated into the Work or to be used in connection therewith, by name, make or catalogue number, is made only to establish a standard of quality and shall not be construed as limiting competition.

**(b) Reference by Technical Words.** Materials or Work specified herein in words which have a well known technical meaning shall be held to refer to the particular standards which such words imply.

**(c) Reference by Number or Symbol.** Materials specified by reference to the number or symbol or a specific standard, such as a Commercial Standard, a Federal Specification, or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Solicitation of Bids, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though set forth herein.

**(d) Use of Products Equal to Those Specified.** If the Contractor obtains the prior approval of the Authority in writing, the Contractor may substitute in lieu of any article or material specified by the Contract Documents a similar article or materials which in the judgment of the Authority is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

#### **SECTION 36 - SAMPLES**

The Contractor shall furnish for approval of the Authority, all samples as required by the Specifications or as directed by the Authority. When the Authority approves samples, the work shall be in accordance with such approved samples. Each sample shall have a label indicating the material represented, its place of origin, and the name of its producer, the name of the Contractor, and the name of the Work for which the materials is intended. The approval of any sample shall be only for the characteristics or for the uses named in such approval, and for no other matter.

#### **SECTION 37 - COOPERATION WITH OTHER CONTRACTORS**

The Authority reserves the right to and may award other contracts in connection with this Contract. If the Authority shall let other contracts in connection with this Contract, the Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials, deposit of waste, and for the execution of the work under such other contracts, and shall fully cooperate with such other contractors and carefully fit, coordinate, and connect the Work of this Contract with that of the other contracts. This obligation shall be a part of the Work and shall also be subject to the direction of the Authority. It is expressly understood and agreed that the Contractor shall lay out and install the Work at such time or times and in such manner as not to delay or interfere with the progress of any other contractor's work.

#### **SECTION 38 - LOSS CAUSED BY OR TO OTHER CONTRACTORS**

**(a) Loss Caused by Other Contractors.** Should this Contractor sustain any loss, damage, or delay through any act or omission of any other contractor having a contract with the Authority for the performance of work or delivery of materials upon the site, then this Contractor shall have no claim against the Authority for such loss, damage, or delay, but shall have recourse solely to such other contractor. In the event another contractor defaults in or abandons his contract, then the Authority shall have a reasonable opportunity to engage others to perform the uncompleted work of the other contractor and shall not be liable for any delay, damage or loss which may be caused by the work of this Contractor in the interim.

**(b) Loss Caused to Other Contractors.** If any other contractor shall suffer loss, damage, or delay through the acts or omissions on the part of this Contractor, this Contractor hereby agrees to reimburse such other contractor for his loss or damage. If such other contractor shall assert any claim against the Authority on account of any loss, damage, or delay alleged to have been so sustained, the Authority shall notify this Contractor, who shall save the Authority harmless against all claims, losses, costs, expenses, fees, and other liabilities of whatsoever kind, including legal fees and expenses incurred by the Authority in defending any suit or suits based upon such claim or claims, and, if any judgment or claim against the Authority shall be allowed, then this Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

### **SECTION 39 - WORK OF OTHER CONTRACTORS**

If any part of this Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor herein shall inspect and promptly report to the Authority any defects in such work that render it unsuitable for the proper performance and execution of this Contractor's Work. The failure of the Contractor herein so to inspect and report shall constitute an acceptance by him of the work done under other contracts as fit and proper to receive his Work and to become the basis thereof, except as to defects which may develop in the work done under other contracts after the completion of the Work to be performed under this contract. In the event that any of the Work performed hereunder becomes defective, inadequate, or unsatisfactory because of defects in work done under other contracts which defects should or would have been discovered by a proper inspection of such work by the Contractor herein, then this Contractor shall be responsible and liable to replace such damaged portions of this Work as if the work of any other contractor had not been involved.

### **SECTION 40 - ASSIGNMENTS**

The Contractor shall not assign, transfer, convey, sublet (directly or indirectly), or otherwise dispose of this Contract, of any right, title, or interest in or to the same or any part thereof, or monies due or to become due thereunder, without the previous consent in writing of the Authority. Any such assignment made without such written consent shall be void. Nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

### **SECTION 41 - SUBCONTRACTS**

**(a)** The Contractor may not subcontract more than 88% of the work unless otherwise agreed in writing by the Authority.

**(b)** All subcontracts made by the Contractor must be in writing. No Work may be performed by a subcontractor prior to the Contractor entering into a written subcontract with the subcontractor and complying with the provisions of this section and all other provisions of the Contract applicable to subcontractors.

**(c)** The Contractor shall (1) submit to the Authority for its written approval the name, tax ID, trade, address and additional contact information of subcontractors for any part of the Work, (2) file all required disclosures regarding the subcontractor in the Contractor's PASSPort account, and (3) provide any other information requested by the Authority evidencing that the subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the Work satisfactorily in accordance with the terms of the Contract. Further, if applicable, the Contractor must submit to the Authority a Letter of Assent to the PLA signed by a proposed subcontractor at the same time that the Contractor submits the name of the proposed subcontractor to the Authority for approval. The Contractor's use of any subcontractor to perform the Work including, but not limited to, any of the Proposed Subcontractors, is subject to the Authority's written approval.

**(d)** If the Contractor seeks to (1) change any of the Proposed Subcontractors identified in its bid, (2) change a subcontractor that has been otherwise approved by the Authority, or (3) use a subcontractor not identified in its bid, the Contractor must submit a written request to the Authority along with the name of the proposed substitute or new subcontractor with full information as to its qualifications and ability to perform the Work satisfactorily (a "**Subcontractor Change**"). A Subcontractor Change is subject to, and expressly conditioned on, the Authority's written approval in accordance with subsection (a) of this section above and the Contractor's compliance with all of the submission requirements in accordance with subsection (b) of this section above. Further, any Subcontractor Change of the Proposed Subcontractors identified in a Sealed Subcontractor List, and any change in the amounts to be paid to each, may only be granted by the Authority upon the Contractor's showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to Section 222(e) of the New York State Labor Law, the subcontractor becoming unavailable to perform the subcontract.

**(e)** The Contractor shall assume the risk of loss, damage, or delay resulting from a Subcontractor Change. A request for a Subcontractor Change shall act as the Contractor's waiver of any and all claims that the Contractor may bring, under these General Conditions or otherwise, for extra costs, expenses, equitable adjustments, and damages that the Contractor may incur as a result of the Subcontractor Change including, but not limited to, with respect to any time expended by NYCHA in reviewing the Subcontractor Change request or approving the proposed substitute or new subcontractor. Further, the Authority's acceptance of a Subcontractor Change shall not be considered a time extension for the completion of the Work, nor shall it limit the Authority's rights and remedies under the Contract with respect to any delays in completing the Work including, but not limited to, the Authority's right to assess and charge liquidated damages, pursuant to these General Conditions.

(f) The Contractor shall, upon demand of the Authority, submit to the Authority a copy of each contract made with any subcontractor.

(g) The Authority and the Contractor are the only parties to this Contract. No subcontract and no approval of any subcontractor shall create or be deemed to create any rights in favor of such subcontractor and against the Authority or create any contractual relation between any subcontractor or suppliers of material and the Authority.

#### SECTION 42 - COMPLIANCE WITH LABOR LAWS AND REGULATIONS

The Contractor shall comply with all provisions of the New York State Labor Law and any law, rule or regulation of the federal, state or city governments, or agencies thereof, applicable to employees engaged in the performance of this Contract and their compensation, except as may otherwise be provided below.

#### SECTION 43 - PREVAILING WAGE RATES

(a) The Contractor shall pay to all laborers and mechanics employed in the Work not less than the wages prevailing in the locality of the Project, as predetermined by the Secretary of Labor of the United States pursuant to the federal wage rate requirements set forth at 40 U.S.C. 3141 *et seq.* (formerly known as the Davis-Bacon Act) and other related laws and regulations. Notwithstanding prevailing wage rates and supplemental benefits for trades or occupations stated in the attached schedule, it is the Contractor's responsibility to become informed of, and to pay, the appropriate prevailing wages.

(b) With respect to federally-funded contracts, in the event the prevailing wages in effect at the time of the contract award are higher than those stated in the attached schedule, the Contractor shall pay, for the duration of the Contract, the prevailing wage rates and supplemental benefits in effect at the time of the award unless:

1. The contract has been awarded within 90 days after the bid opening date, or
2. No contract has been awarded, but construction has begun within 90 days after the bid opening date, or
3. The United States Department of Labor has issued an extension of the stated wage rates.

(c) The Contractor shall consult with the Authority's Department of Equal Opportunity to determine the applicability of prevailing wage schedules established by the U.S. Department of Housing and Urban Development pursuant to the Housing Act of 1937 (42 U.S.C. 1401 *et seq.*), or by the City Comptroller pursuant to Articles 8 and 9 of the New York State Labor Law and/or Section 6-109 of the New York City Administrative Code. Where the City Comptroller's prevailing wage schedule is applicable to the Contract Work, the Contractor must pay the prevailing wages in effect on the day that the work is actually performed.

(d) Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to any employee in any trade or position employed under this Contract is inapplicable to this Contract and shall not be enforced by the Authority for employees engaged under this Contract whenever either of the following occurs:

Such non-federal prevailing wage rate exceeds

1. The applicable wage rate determined by the U.S. Secretary of Labor pursuant to the federal wage rate requirements (40 U.S.C. 3141 *et seq.*, formerly known as the Davis-Bacon Act, and other related laws and regulations) to be prevailing in the locality with respect to such trade; or
2. An applicable apprentice wage rate specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or
3. An applicable trainee wage rate specified in a DOL-certified trainee program; or
4. Such prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

(e) The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its subcontractors during the daily time period that the Contractor and/or subcontractor performs work at the site, the poster entitled *Notice to All Employees Working on New York City Housing Authority Contracts*. The Contractor's display location requires the approval of the inspector assigned to the Contract by the Administering Department/Program Unit. The poster, in 11" x 17" format, will be provided by the Authority's Administering Department/Program Unit at the pre-start meeting. The poster also can be obtained at the Maintenance Office in the Development. The Contractor must indicate on the lower half of the poster, using a permanent marker, the Contract number, the name of the Development, the type of work, the name of the Contractor, and the names of subcontractors, if any, working on the site. The Contractor must attach to the bottom of the poster a copy of the appropriate prevailing wage schedule as follows:

1. For a federally-funded construction contract, the Labor Department or HUD-Determined schedule; or
2. For a state-funded or city-funded contract, the pages of the appropriate prevailing wage schedule covering all titles applicable to the contract.

(f) The Contractor must inform all employees, including those of its subcontractors, that they may obtain a copy of the prevailing wage schedule from the Contractor. The Contractor must provide the appropriate copy within forty-eight hours after any such request.

(g) **Contractor Daily Sign-In Sheet.** The Contractor shall prepare a daily report on the Authority form entitled *Contractor Daily Sign-In Sheet*, copies of which can be obtained at the Pre-Start Meeting or at the Maintenance Office in the Development. The *Contractor Daily Sign-In Sheet*, which consists of an original and two copies, shall be completed in accordance with this provision.

## 1. At the beginning of each workday, the Contractor shall:

- a. fill in the top of the *Contractor Daily Sign-In Sheet*, including the location, date, contractor/ subcontractor name and contract number;
- b. ensure that each employee, including those of subcontractors, has printed and signed his or her name and indicated his or her classifications, the last four digits of his or her social security number, and his or her starting time;
- c. submit the Superintendent's Copy at the development's Maintenance Office within the first hour of work at the site; and
- d. Ensure that each employee, including those of subcontractors, has signed out and indicated his or her ending time.

## 2. At the end of each workday, the Contractor shall:

- a. sign the Certification Statement at the bottom of the form to indicate that the information contained in the Contractor Daily Sign-In Sheet is true and accurate;
- b. submit the original completed form to the development's Maintenance Office for pick-up by the Contract Inspector; and
- c. Keep the last copy for its records.

**(h) Development Log Book.** The Contractor, through a designated supervisor, must record the Contractor's presence and the number of employees present each day in the Development Log, a bound book that is kept in the development's Maintenance Office. The Contractor must ensure that a representative of each subcontractor signs the Development Log.

**(i)** Failure by the Contractor to display the prevailing wage poster as required, to provide a copy of the prevailing wage schedule when requested, to prepare and submit the daily report entitled *Contractor Daily Sign-In Sheet*, or to record the information required on a daily basis in the Development Log shall be deemed a violation of prevailing wage law and Contract requirements. Such failure or the repeated violation of these requirements shall constitute a material breach of the Contract that may result in suspension of the Work, or in termination of the Contract for default, and may also result in a finding of non-responsibility with respect to the possible award of any future Authority contracts.

**(j)** The Contractor shall make all payroll records that it is required to maintain pursuant to Sections 47(b) and 49(3) of the General Conditions, available for inspection by authorized representatives of the Authority, including without limitation the Authority's Department of Equal Opportunity, and the Authority's Office of the Inspector General, and shall permit the above to interview employees during working hours on the job.

**(k)** If any Contractor or subcontractor finds it necessary or desirable to exceed the prevailing wage rates set forth in this Contract, any expense incurred by the Contractor or subcontractor because of the payment of wages in excess of those set forth in this Contract shall not be considered cause for any increase in the amount payable under this Contract. No right of recovery or claim shall be valid and enforceable against the Authority because of such payments.

Where work of this contract includes abatement of asbestos, the following labor classification shall apply for such work:

- a. For removal of asbestos from mechanical systems - INSULATOR/ASBESTOS WORKERS.
- b. For removal of asbestos from walls, ceilings, floors, columns, and all other non-mechanical structures and surfaces - LABORERS: ASBESTOS REMOVAL.

**(l)** The classification of Demolition Laborers, Tier A and Tier B shall apply only when laborers are assigned the following tasks:

1. TIER A: Responsible for the removal of all interior partitions and structural partitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished (sic).
2. TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

Demolition Laborers shall not be used for other contract work duties. Demolition Laborers, Tier B, shall be used only in an approved ratio to Demolition Laborers Tier A.

#### SECTION 44 - EMPLOYMENT OF APPRENTICES AND TRAINEES

**(a) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of journeypersons in any craft classification shall not be greater than the ratio permitted to the Contractor's entire work force under the registered program.

**(b) Trainees.** Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeypersons shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training.

#### SECTION 45 - PAYMENT OF WAGES AND OBLIGATIONS

Prompt Payment Required. Every employee of the Contractor or subcontractor shall be paid in full, less deductions made mandatory by law, not less often than once in each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities for the cashing of such checks without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment.

#### **SECTION 46 - HOURS OF WORK; OVERTIME**

(a) No laborer, worker, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency including fire, flood, or danger to life or property. The term "extraordinary emergency" as contained herein shall have the meaning set forth in Section 220 of the New York State Labor Law.

(b) No contractor or subcontractor contracting for any part of the Contract work may require or permit the employment of laborers or mechanics to be employed on such work in excess of eight (8) hours in any calendar day in excess of forty (40) hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times (1.5x) the basic rate of pay for all hours worked in excess of eight (8) hours in any such calendar day, or in excess of forty (40) hours in any such workweek, as the case may be.

(c) **Non-Work Periods.** Unless specifically directed in writing by the Administering Department/Program Unit, the Contractor shall not perform contract work on Authority owned premises as follows:

Saturday, Sunday, New Years Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, Before 8 a.m. & after 4 p.m. on weekdays.

If a Contractor wishes to obtain a waiver of this provision, a written request must be submitted to the Administering Department/Program Unit for review, not less than forty eight (48) hours before the non-work period. If the Contractor's request is approved, the Administering Department/Program Unit will communicate this fact to the Contractor in writing, as well as the name of the contract inspector who will be assigned to provide inspection services on the days approved.

All costs incurred by the Authority, related to inspection services, shall be charged to the Contractor by the issuance of a credit change order to the Contract.

#### **SECTION 47 - LABOR REPORTS AND PAYROLL RECORDS**

(a) **Statements of Amounts Due.** Before any payments shall be made under this Contract, the Contractor and all subcontractors performing any part of the Work called for by this Contract must file in the office of the Authority a verified statement as required by Section 220-a of the New York Labor Law, verifying the amounts then due and owing from the Contractor and subcontractors filing such statements, to any and all laborers for daily or weekly wages on account of labor performed upon the Work under this Contract.

(b) **Payroll Records.** The Contractor and every subcontractor shall keep payroll records during the course of the Work and for a period of three years thereafter for all laborers and mechanics employed. Such records shall contain the name and full social security number of each such employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall submit weekly to the Authority such copies and summaries (on forms furnished by the Authority, USDOL Form WH-347, or equivalent) of all his payrolls and those each of his subcontractors as the Authority may require, together with an affidavit to the effect that such payroll is correct and complete, the wage rates contained therein are not less than those required by the provisions of the Contract Documents and the classifications set forth for each laborer and mechanic conform with the work performed. The first weekly summary submitted to the Authority shall contain the laborer or mechanic's full social security number and address. The weekly summaries submitted to the Authority subsequent to the first weekly summary shall contain only the last four digits of the laborer or mechanic's social security number, and shall not contain his/her address or full social security number. All payroll records shall be available for inspection by the Authority, the United States Department of Housing and Urban Development, the United States Department of Labor, the Industrial Commissioner of the State of New York, and the Comptroller of the City of New York and the Contractor shall permit such representatives to interview employees during working hours on the job.

#### **SECTION 48 - CONTRACTOR'S EMPLOYEES; LOCAL EMPLOYMENT**

(a) The Contractor shall employ upon all parts of the Work only competent and trustworthy persons, including an expert and reliable supervisor or superintendent. The Contractor shall not employ persons or means which may cause strikes, stoppages, or similar troubles by workers employed either by the Contractor, the subcontractors, or other contractors or their subcontractors, or by other workers whose services affect the progress of the Work.

#### **(b) Resident Employment and Business Opportunity Generally**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), and its implementing regulations, provide certain requirements for contractors to employ low- and very low-income persons and public housing residents and to use business concerns substantially owned by low- and very low-income persons and public housing residents in the performance of work on certain federally assisted Developments as specifically set forth below.

For the purposes of the requirements under Section 3, a contractor means an entity that contracts with the Authority to perform work generated by the expenditure of certain federal funds or for work in connection with a Section 3 Covered Development (as hereinafter defined). In addition, a subcontractor means an entity (other than a person who is an employee of the Contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance (as hereinafter defined) or for work in connection with a Section 3 Covered Development (this ordinarily does not include subcontracts for the purchase of supplies or materials, except whenever a subcontract for supplies or materials includes the installation of same). The contractor must comply with, and must cause its subcontractors to comply with, the provisions of



the Section 3 Clause (as hereinafter defined) outlined below.

**(c) Definitions**

As used in the Section 3 Clause and this section, these terms will have the following definitions:

1. **"HUD"** means the United States Department of Housing and Urban Development.
2. **"Resident"** means an individual or individuals who reside in public housing and are listed on a public housing lease.
3. **"Section 3 Business Concern"** means a business concern that meets either one of the following descriptions:
  - a. that is 51% or more owned by Section 3 Residents; or
  - b. whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were **Section 3 Residents**; or
  - c. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) in this definition of **"Section 3 Business Concern."**
4. **"Section 3 Covered Assistance"** means:
  - a. Public and Indian housing development assistance provided under section 5 of the U.S. Housing Act of 1937, as amended (the "1937 Act") [42 U.S.C. 1437(c)];
  - b. Public and Indian housing operating assistance under section 9 of the 1937 Act;
  - c. Public and Indian housing modernization assistance provided under section 14 of the 1937 Act; and
  - d. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with: (i) housing rehabilitation; (ii) housing construction; or (iii) other public construction projects (which include other buildings or improvements, regardless of ownership).
5. **"Section 3 Covered Contract"** means a contract or subcontract (including a professional service contract) awarded by the Authority or a contractor for work generated by the expenditure of Section 3 Covered Assistance or for work arising in connection with a Section 3 Covered Development.
6. **"Section 3 Covered Development"** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), or of other public construction, which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
7. **"Section 3 Resident" means:**
  - a. A Resident; or
  - b. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 Covered Assistance is expended and who is:
    - (i) A "Low-Income Person," as this term is defined in section 3(b)(2) of the 1937 Act [42 U.S.C. 1437a(b)(2)]. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD (with adjustments in the income ceilings by the Secretary of HUD from time to time); or
    - (ii) A "Very-Low Income Person," as this term is defined in section 3(b)(2) of the 1937 Act [42 U.S.C. 1437a(b)(2)], which defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD (with adjustments by the Secretary of HUD in the income ceilings from time to time).

**(d) The Section 3 Clause**

Under 24 Code of Federal Regulations ("CFR") Part 135.38, the contractor is subject to the following Section 3 clause (the "Section 3 Clause"), and the contractor must include this clause in any subcontract with any subcontractor. All Section 3 covered contracts must include the following Section 3 Clause:

1. The work to be performed under this contract is subject to the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking

applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action such as under subparagraph 6 below, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected, but before the contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**(e) The "Greatest Extent Feasible" Standard**

The contractor may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in 24 CFR Part 135, as amended, for providing training, employment and contracting opportunities to Section 3 Residents and Section 3 Business Concerns. The numerical goals represent minimum numerical targets.

**(f) Section 3 Affirmative Action Plan**

The contractor must submit, and cause each of its subcontractors to submit, a "Section 3 Affirmative Action Plan" (the "Section 3 AAP") prior to the award of the contract or any subcontract. The provisions of the subcontractor's Section 3 AAP must be consistent with stated objectives of the contractor's Section 3 AAP developed for the contract. The contractor's and each subcontractor's Section 3 AAP must have two parts:

**Part I - Opportunities for Employment and Training**

Under the contract and for each subcontract, the contractor and each subcontractor must review and may implement any of the various examples contained in the Appendix to 24 CFR Part 135, as amended, in meeting its Section 3 obligations with respect to training and employment opportunities for **Section 3 Residents**. The contractor must include any activities proposed to be undertaken by it or its subcontractor in the contractor's Section 3 AAP, which is subject to review and written approval by the Authority. The Authority may require the contractor, and cause the contractor to require each subcontractor, to undertake any of the activities contained in the Appendix to 24 CFR Part 135, if the Authority determines that the contractor or subcontractor may not otherwise meet the numerical goals set forth in Section 3 or otherwise set forth in this contract. In addition, each contractor and subcontractor must perform the following tasks, without limitation:

1. Identify the number of positions, by trade and skill level, required to plan and implement the work to be done at the housing development;
2. Identify the number of those positions currently filled and the number of those positions that are not filled by regular permanent employees;
3. Identify the number of positions by trade and skill level that will be targeted to be filled by **Section 3 Residents**;
4. Make a good faith effort to utilize **Section 3 Residents** in filling vacant training and employment positions. In this regard, the Authority has recruited and established lists of applicants for employment, from the residents of the housing development where the work under the contract is being performed and/or from other Authority developments. The successful bidder may utilize such lists in recruiting employees to meet the goals of Section 3. In addition, the successful bidder must take steps at least as extensive as the following:
  - a. Send to each labor organization or representative of workers, which has a collective bargaining agreement or other contract or understanding, a notice advising said labor organization or workers' representative of the contractor's or subcontractor's, as the case may be, commitments under Section 3 and post copies of the notice in conspicuous places available to employees and applicants for employment or training;
  - b. Meet with applicable apprentice program administrators to request their cooperation in identifying and referring unemployed apprentices/trainees who reside in the development or other New York City public housing developments and who otherwise meet the definition of Section 3 Resident;
  - c. Prominently place a notice of training opportunities and eligibility requirements at the development where the work under the contract is being performed, and/or at other New York City public housing developments and/or other places in New York City where applications for training and employment are taken;
  - d. Meet with the resident organization or resident council at the development where the contract work is being performed to inform such resident organization or resident council of applicable eligibility requirements for existing or impending training or employment opportunities and to request the cooperation of such resident organization/council in identifying and referring eligible individuals; and
  - e. Maintain a list of all Residents who apply on their own or by referral and the ultimate disposition of those applications.
5. The contractor and subcontractors may demonstrate compliance with Section 3 by committing to employ **Section 3 Residents** as:
  - a. 10% of the aggregate number of new hires for the one year period beginning federal fiscal year ("FY") 1995;
  - b. 20% percent of the aggregate number of new hires for the one year period beginning in FY 1996; and
  - c. 30% of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
6. The contractor and subcontractors must provide a preference in hiring and in training to **Section 3 Residents** in the following order of priority:

- a. **Section 3 Residents** of the housing development or developments for which the Section 3 covered assistance is being expended in the performance of the work under the contract (Category 1 Residents).
- b. **Section 3 Residents** of other Authority housing developments (Category 2 Residents);
- c. Participants in HUD Youthbuild Programs being carried out in the metropolitan statistical area in which the Section 3 Covered Assistance is being expended (Category 3 Residents); and
- d. Other low-income and very-low income persons who are not Residents of public housing, but who reside in the metropolitan area or Non-metropolitan County in which Section 3 Covered Assistance is being expended (Category 4 Residents).

7. The contractor or subcontractor may not circumvent the numerical goals for employing and training new hires of **Section 3 Residents** by filling any vacant employment or training positions generated by the contract or subcontract after the proposed contractor or subcontractor is selected, but before the contract or subcontract is executed.

**Part II - Plan to Utilize Section 3 Business Concerns:**

For the contract and for each subcontract, the contractor and each subcontractor must review and may implement any of the various examples contained in the Appendix to 24 CFR Part 135, as amended, in meeting their Section 3 obligations with respect to utilizing **Section 3 Business Concerns**. The contractor must include any activities proposed to be undertaken by the contractor and its subcontractor in the contractor's Section 3 AAP, which is subject to review and written approval by the Authority. The Authority may require that the contractor undertake, and that the contractor cause its subcontractors to undertake, any of the activities contained in the Appendix to 24 CFR Part 135, as amended, if the Authority determines that the contractor or subcontractor may not otherwise meet the numerical goals set forth in Section 3. With respect to Section 3, the contractor and subcontractor must do the following specific tasks:

1. Identify the approximate number and dollar value of subcontracts to be awarded over the duration of the contract or subcontract. This estimate should be broken down by type of business or profession; and
2. Specify a target number and value of subcontracts to be awarded to **Section 3 Business Concerns** based on an analysis of the estimated contract needs. These targets should consider the availability of **Section 3 Business Concerns** within the categories identified in the initial estimate of contract needs.
3. Take specific steps to ensure that **Section 3 Business Concerns** are notified of pending contractual opportunities; and
4. Outline a strategy for achieving the targets established for awards to **Section 3 Business Concerns**.
5. The Contractor and each subcontractor may demonstrate compliance with Section 3 by committing to award to **Section 3 Business Concerns**:
  - a. At least 10% of the total dollar amount of all Section 3 covered contracts for building trades' work for maintenance, repair, modernization or development of public housing, or for building trades' work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - b. At least 3% of the total dollar amount of all other Section 3 Covered Contracts.
6. The contractor and each subcontractor must direct their efforts to award Section 3 Covered Contracts, to the greatest extent feasible, to **Section 3 Business Concerns** in the following order of priority:
  - a. Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 Covered Assistance is expended, or whose full-time, permanent workforce includes at least 30% of these persons as employees (Category 1 Businesses);
  - b. Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the public housing authority that is expending the Section 3 Covered Assistance, or whose full-time, permanent workforce includes at least 30% of these persons as employees (Category 2 Businesses);
  - c. HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 Covered Assistance is expended (Category 3 Businesses); and
  - d. Business concerns that are 51% or more owned by **Section 3 Residents**, or whose permanent, full-time workforce includes at least 30% of **Section 3 Residents** (Category 4 Businesses), or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in subparagraphs 6(a) and 6(b) above (also Category 4 Businesses).

**(g) Coordination of Equal Opportunity Regulations Implementing Section 3 and Authority Policy Regarding Minority, Women and Small Business Enterprises**

In addition to the Contractor's and subcontractor's obligations with respect to **Section 3 Business Concerns**, the Authority has a policy to ensure that all business entities have an equal opportunity to benefit from participation in Authority procurement, consulting and construction activities. When issuing solicitations for subcontractors, the Contractor shall take affirmative steps to include minority- and women-owned business enterprises. The Contractor will, in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for subcontracts without regard to race, color, religion, sex, national origin, disability, age, handicap, marital status or military service.

As used in this Section (g), these terms have the following definitions:

1. **Minority Business Enterprise ("MBE")** means a business that is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. For this purpose, minority group members include (a)

Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (e) those groups of United States citizens or resident legal aliens designated by the Small Business Administration or any group designated in regulations developed by the Secretary of HUD.

2. **Women Business Enterprise ("WBE")** means a business that is at least 51% owned by one or more women who are United States citizens or resident legal aliens; or, in the case of publicly owned businesses, one in which at least 51% of the stock is owned by one or more women who are United States citizens or resident legal aliens and whose management and daily operations of the business are controlled by one or more such women.

3. **Small Business Enterprise ("SBE")** means a business that is owned by one or more persons who are United States citizens or resident legal aliens, with a place of business located in the United States, operates primarily within the United States and is sized consistently with the requirements set forth in 13 CFR Section 121.201, which defines size standards for small businesses, based on either annual receipts or the number of employees.

#### **SECTION 48A - RESIDENT EMPLOYMENT REQUIREMENTS FOR SECTION 3 COVERED CONTRACTS IN EXCESS OF \$500,000**

(a) Where the Total Value of a Section 3 Covered Contract exceeds \$500,000, in addition to the requirements of Section 48, set forth above, the Contractor shall, and is hereby required to, expend not less than 15 percent of the total labor cost (including fringe benefits) component of the Total Contract Value of the work in accordance with the following hiring priority: first, to unemployed legal residents of the Authority development where the Contract is to be performed; second to unemployed legal Authority residents who are participating in Authority-sponsored or Authority-supported training and/or apprenticeship programs, or who have already had relevant training for the position(s) sought to be filled by the contractor in compliance with this resident employment requirement; third to unemployed legal residents of the neighboring Authority developments within the same New York City borough where this contract is to be performed; and forth to unemployed legal residents of Authority developments within any other New York City borough.

(b) The Contractor's noncompliance with the provisions of Section 48A (a) shall constitute a breach of this Contract and may result in sanctions, default, and/or a finding of non-responsibility with respect to future contracts with the Authority.

#### **SECTION 49 - LABOR STANDARDS PROVISIONS - APPLICABLE TO FEDERALLY FUNDED CONTRACTS**

The following Labor Standards Provisions, found in Section 5.5(a) of Title 29 of the Code of Federal Regulations ("CFR"), are applicable to federally-funded contracts and shall be deemed to supplement and not to supersede any other provisions in this Contract:

##### **(1) FEDERAL MINIMUM WAGE RATE REQUIREMENTS (40 U.S.C. 3141 et seq., formerly, the Davis-Bacon Act)**

(i). All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## (2) WITHHOLDING

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## (3) PAYROLLS AND BASIC RECORDS

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (3)(i) of this section, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Authority, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Authority.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Section 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Section 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set

forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Authority or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) APPRENTICES AND TRAINEES**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### **(5) COMPLIANCE WITH COPELAND ACT REQUIREMENTS.**

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

#### **(6) SUBCONTRACTS.**

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in this Section 49 and such other clauses as the Authority may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) CONTRACT TERMINATION: DEBARMENT.**

A breach of the contract clauses in this Section 49 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**(9) DISPUTES CONCERNING LABOR STANDARDS.**

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Authority, the U.S. Department of Labor, or the employees or their representatives.

**(10) CERTIFICATION OF ELIGIBILITY.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**SECTION 49A - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following Labor Standards Provisions, found in Section 5.5(b) of Title 29 of the Code of Federal Regulations ("CFR"), are applicable to federally-funded contracts in an amount in excess of \$100,000 and shall be deemed to supplement and not to supersede any other provisions in this Contract:

**(1) OVERTIME REQUIREMENTS.**

No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.**

In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.**

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) SUBCONTRACTS.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**SECTION 50 - NON DISCRIMINATION - EQUAL OPPORTUNITY**

(a) In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of age, race, creed, color, sex or national origin discriminate against or intimidate any person who is qualified and available to perform the work to which the employment relates. There shall be deducted from the amount payable to the Contractor by the Authority under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of these provisions. This Contract may be cancelled or terminated by the Authority and all monies due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

**(b) EQUAL OPPORTUNITY COMMITMENTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, marital status or military service. The Contractor will undertake programs of affirmative action to ensure that applicants and employees are afforded equal employment opportunities without discrimination. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, this Equal Opportunity clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, handicap, marital status or military service.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Presidential Executive Order 11246, as amended, and all other Federal, State and City laws and Executive Orders relating to Equal Opportunity and with all the rules, regulations and relevant orders issued in relation to the fulfillment of said laws and Executive Orders.
5. The Contractor will furnish all information and reports required by the New York City Housing Authority pursuant to Presidential Executive Order 11246, as amended, and in compliance with Federal, State and City rules, regulations, and laws and Executive Orders related to Equal Opportunity and will permit access to books, records and accounts by the New York City Housing Authority or other government agencies for the purposes of investigation to ascertain the Contractor's compliance with such laws and Executive Orders.
6. In the event of the Contractor's non-compliance with the Equal Opportunity provisions of the Contract or with any of the Federal, State or City rules, regulations, laws and Executive Orders related to Equal Opportunity, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Governmental contracts in accordance with procedures authorized in presidential Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in State or City rules, regulations, laws and Orders.
7. The Contractor will include the portion of the sentences immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract of \$10,000 or more and in all Purchase Orders so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the New York City Housing Authority may direct as a means of enforcing the Equal Opportunity provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the New York City Housing Authority, the Contractor may request the United States, New York State or New York City to enter into such litigation to protect the interests of the respective levels of governments.
8. The provisions of this section are supplementary to, and not in lieu of, or in substitution for, the provisions of the New York State Labor Law relating to non-discrimination, and other applicable Federal, State or City laws, ordinances, rules, regulations and Executive Orders.

#### **SECTION 51 - FINAL INSPECTION**

When the Work is practically completed, the Contractor shall notify the Authority in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least ten (10) days prior to the date stated for final inspection.

#### **SECTION 52 - CERTIFICATE OF FINAL ACCEPTANCE**

- (a) After completion and inspection of all the Work the Authority will issue a Certificate of Final Acceptance which shall be filed in the office of the Authority. A copy thereof shall, upon such filing, be forwarded by the Authority to the Contractor.
- (b) The Certificate of Final Acceptance may set forth minor items of uncompleted work not preventing the Authority from making use of the Work or of the premises wherein the Work is performed; however, notwithstanding any other provision of the Contract, final payment shall not be due until all of the Work has been completed by the Contractor.
- (c) If the Contractor unduly delays in the completion of the uncompleted work the Authority, at its option, after notice to the Contractor, may terminate the Contract and deduct from the Contract Price the value of the uncompleted work and any other cost and expense incurred, remitting to the Contractor, as and for Final Payment, any monies otherwise due the Contractor.
- (d) Except through fault of the Contractor, loss or damage to the Work shall not be the Contractor's responsibility after issuance of the Certificate of Final Acceptance.

#### **SECTION 53 - CONTRACTOR'S GUARANTEES**

The Contractor hereby guarantees that upon completion of the Work all portions thereof will be in accordance with the Contract and will be perfect as to materials and workmanship, and will so remain for a period of one year except that in respect to items of uncompleted Work referred to in the preceding Section, such period shall commence on the date of their completion. Such period shall commence with the date of issuance of the Certificate of Final Acceptance. The Contractor further guarantees that during the period of the guarantee all defects to the Work and all damage caused to property of the Authority by such defects or by the work required to remedy such defects will be made good at the Contractor's expense. Upon demand, the Contractor shall furnish instruments separately evidencing the guarantees covered by the Contract.

#### **SECTION 54 - CLEANING UP**



Upon completion of the work, the Contractor shall leave the work and the premises in a clean, neat and perfect condition, satisfactory to the Authority.

#### **SECTION 55 - LIMITATION OF ACTION OR SPECIAL PROCEEDINGS - WAIVER OF JURY - CHOICE OF LAW AND CHOICE OF FORUM**

(a) Notwithstanding any other provisions of the Contract, no action or special proceeding shall lie or be maintained by the Contractor, his assignees, successors in interest, or anyone claiming under him, against the Authority upon any claim arising out of or based upon the Contract, or by reason of any act, omission or requirement of the Authority, unless such action or special proceeding shall be commenced within one (1) year after the date of issuance of the Certificate of Final Acceptance, regardless of the completion of items of uncompleted work set forth therein, or upon any claim based upon monies to be retained for any period after the filing of such Certificate of Final Acceptance, unless such action or special proceeding is commenced within one (1) year after such monies become due and payable under the terms of the Contract, or, if the Contract is terminated, rescinded, revoked, annulled, or abandoned under the terms hereof, unless such action or special proceeding is commenced within one (1) year after the date of termination, rescission, revocation, annulment, or abandonment.

The Contractor, his/her assignees, successors in interest, or anyone claiming under him/her shall not be entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times herein specified be dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules to the contrary.

(b) It is mutually agreed by and between the Authority and the Contractor, his/her assignees, successors in interest or anyone claiming under him/her against the Authority upon any claim or upon any matter whatsoever arising out of, under or based upon the Contract, that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, counterclaim or third party action, brought by either of the parties against the other, on any claim and upon any matter whatsoever out of, under, based upon or in any way connected with the Contract, excepting, however, from the foregoing, any action brought to recover, or based upon a claim for damages for personal injuries or death.

(c) The Contract and performance of it are governed by and are to be construed in accordance with the laws of the State of New York, excluding New York State's rules regarding conflicts of laws. Any and all proceedings relating to the subject matter of the Contract must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose. The parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

#### **SECTION 56 - CONTRACTOR'S WARRANTIES**

The Contractor represents and warrants:

(a) That no member of the City Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer or employee of the City of New York or of the New York City Housing Authority is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this Contract, or in the performance thereof, or in any portion of the profits thereof.

(b) That no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom; provided, that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(c) That the Contractor holds a license, permit, or other special license, to perform the services included in this Contract, as may be required by the Administrative Code of the City of New York, or employs or works under the general supervision of the holder of such license, permit or special license.

(d) The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the Work, and agrees, upon the completion of all Work, to deliver the possession of the premises, together with all improvements thereon, to the Authority free from any claims, liens or charges.

#### **SECTION 57 - NON-LIABILITY OF THE MEMBERS OF THE AUTHORITY AND OTHERS**

Neither the members of the Authority nor any officer, agent or employee thereof shall be charged personally by the Contractor with any liability, or held liable to the Contractor under any term or provision of the Contract, or because of its execution or attempted execution, or because of any breach thereof.

#### **SECTION 58 - MODIFICATION OF CONTRACT**

No modification of, or change in the Contract shall be valid or enforceable against the Authority unless it is in writing and signed by the Authority.

#### **SECTION 59 - COMMUNICATIONS**

(a) To be in writing. All notices, demands, requests, instructions, approvals, claims and orders between the Authority and the Contractor must be in writing.

(b) Delivery to Contractor. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Form of Proposal (or at such other office as the Contractor may from time to time designate to the Authority in writing), or deposited in a sealed postpaid wrapper in any post office box regularly maintained by the United States Government, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office, or if delivered to the superintendent of the Contractor.

(c) Delivery to Authority. All papers to be delivered to the Authority shall be delivered to it at its principal office in New York City, and any notice to and demand upon the Authority shall be sufficiently given if delivered to the office of the Authority in the City of New York, or transmitted to the Authority by registered United States mail in a sealed postpaid wrapper, or delivered with charges prepaid to any telegraph company for transmission.

**SECTION 60 - PROVISIONS OF LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

**SECTION 61 - INVESTIGATIONS; CANCELLATION AND DISQUALIFICATION UNDER CERTAIN CIRCUMSTANCES**

- (a) The parties to the Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (**State**) or City of New York (**City**) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of the Authority with respect to the transaction, submitted bid, submitted proposal, agreement, Contract, lease, license, or person dealing with the Authority that is the subject of the investigation, audit or inquiry.
- (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
- (2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the Authority, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision thereof or any local development corporation within the City; then;
- (3) The Chair and Chief Executive Officer (the **Chair and CEO**) of the Authority, or his/her designee, shall convene a hearing, upon no less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (4) If any non-governmental party to the hearing requests an adjournment, the Chair and CEO of the Authority, or his/her designee, may, upon granting the adjournment, suspend any agreement, Contract, lease or license with such party pending the final determination pursuant to subsection (b) below without the Authority incurring any penalty or damages for delay or otherwise.
- (b) The penalties which may attach to a final determination by the Chair and CEO of the Authority, or his/her designee, may include but shall not exceed:
- (1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any agreement, contract, lease or license with or from the Authority; and/or
- (2) The cancellation or termination of any and all such existing Authority agreements, contracts, leases or licenses that the refusal to testify concerns and that have not been assigned as permitted under the agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the Authority incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Authority.
- (c) The Chair and CEO of the Authority, or his/her designee, shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Articles (1) and (2) immediately below. He or she may also consider, if relevant and appropriate, the criteria established in Articles (3) and (4) immediately below in addition to any other information which may be relevant and appropriate;
- (1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (3) The nexus of the testimony sought to the subject entity and its agreements, contracts, leases or licenses with the Authority.
- (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under subsection (b) above, provided that the party or entity has given actual notice to the Chair and CEO of the Authority, or his/her designee, upon the acquisition of the interest, or at the hearing called for in Section 61(a)(3) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- (d) Definitions Used in this Section:
- (1) The term license as used herein shall be defined as a license not granted as a matter of right.
- (2) The term personas used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- (3) The term entity as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or leases from the Authority or otherwise transacts business with the Authority.
- (4) The term member as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- (e) In addition to and notwithstanding any other provision of this Contract, the Chair and CEO of the Authority, or his/her designee, may in his or her sole discretion terminate the Contract upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other

benefit or thing of value, by or on behalf of any employee of the Authority or other person, firm corporation or entity for any purpose which may be related to the procurement or obtaining of the Contract by the Contractor, or affecting the performance of the Contract.

#### **SECTION 62 - NO ESTOPPEL OR WAIVER**

(a) The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, made by any of its officers, agents or employees, from showing the true amount and character of the work performed or that such acceptance, certificate or payment is incorrect or improperly made, and to recover on such account any monies paid in excess of those the Contractor is entitled to or any damages it may have sustained by reason of the Contractor's failure to comply with the Contract.

(b) No act done or permitted to be done by any member, officer, agent or employee of the Authority at any time shall be deemed to be a waiver of any provision of the Contract, excepting only a resolution of the members of the Authority providing expressly for such waiver.

#### **SECTION 63 - CHANGED CIRCUMSTANCES**

If, at any time after the execution of the Agreement, the Authority is informed of "Changed Circumstances" (as hereinafter defined) with regard to the Contractor that the Authority, in its sole discretion, determines to be contrary to its best interest, the Authority in its sole discretion, may terminate the Agreement upon one day's prior written notice to the Contractor. As used herein, the term "Changed Circumstances" shall mean:

- (1) The initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality, or any federal, state or local prosecutor's office, into any activity or operation of the Contractor or any director, officer or principal shareholder or
- (2) The return of any federal or state grand jury indictment against the Contractor or any director, officer or principal shareholder.

In the event of any termination under this clause, the Contractor shall be entitled to payment as provided under the clause entitled "Termination for Convenience", except that the Authority shall have the right to part or all of any profit that would otherwise be payable under such clause in the event the indictment pertains in whole or in part to the solicitation, award or performance of this Agreement.

#### **SECTION 64 - TERMINATION FOR CONVENIENCE**

The Authority may, for any reason, terminate this Agreement upon ten (10) days prior written notice to the Contractor. In the event of such termination, the Authority shall, within thirty (30) days after receipt of the Contractor's invoice and all supporting documentation reasonably required by the Authority; pay the Contractor an amount equal to the Contractor's reasonable direct costs incurred in the performance of work under this Agreement prior to termination, plus reasonable overhead and profit with respect to such work, less the sum of all payments previously made to the Contractor under this Agreement, but in no event in excess of the pro rata portion of the total compensation payable under this agreement with respect to such work.

#### **SECTION 65 - COMPLETION OF CONTRACT WORK, INCLUDING PUNCH LIST WORK; CONTRACTOR'S LIABILITY FOR FAILURE TO TAKE CORRECTIVE ACTIONS**

(a) The Contractor itself, or using its subcontractors that have been approved by the Authority, must furnish all labor, materials, tools, trucks, equipment, and other incidental items needed to:

1. Complete all Contract Work, including punch list Work;
2. Correct any damaged Work or damage to the Work site caused by the Contractor's or by its subcontractors' acts or omissions; and
3. correct the condition that gave rise to, and fully abate, remediate, and clean up, any unsafe or hazardous conditions arising out of the Contractor's Work including, without limitation, environmental hazards such as releases, leaks, or discharges of petroleum, gas, asbestos, or other hazardous or toxic wastes or materials (any and all of the foregoing actions being referred to as "Corrective Action(s)"). In the event that the Contractor fails to take Corrective Action(s) and prosecute such Corrective Action(s) to completion thereof to the satisfaction of the Authority, within any time frame set therefor in the Contract or by the Authority, or in the absence of any such time frame set therefor in the Contract or set by directive from the Authority, promptly (and, in the case of an emergency situation, immediately), the Authority may, at its sole option, perform the Corrective Action(s) itself; or engage a third party for that purpose, and the Contractor shall be liable to the Authority for all costs and expenses incurred by the Authority in connection with such Corrective Action(s), including, without limitation, any amounts paid to another contractor to take such Corrective Actions, and the labor costs (including fringe benefits) associated with time spent by any Authority employees in taking any Corrective Action(s), as well as any material costs and equipment costs (collectively, the "Costs and Expenses"). In addition, the Authority shall be entitled to an administrative charge ("Administrative Charge") in the event that it has to take any Corrective Action(s), equal to the greater of: (x) \$1,000, or (y) 21% of the aggregate of such Costs and Expenses.

(b) The Authority shall have the right, at its sole option, to collect such monies, together with such Administrative Charge, directly from the Contractor, or to back charge the Contract, or to offset the amount of such monies, including such Administrative Charge, against any monies owed to the Contractor under any other contract between the Authority and the Contractor.

(c) The Contractor, or any subcontractor engaged by the Contractor to perform any abatement, remediation, or clean up Work must have all licenses, permits, and training required by law and applicable regulations, and the Contractor or its subcontractor must provide copies of such licenses or permits to the Authority upon request.

(d) Whether the Contractor has created a hazardous condition at any Work site or has failed to correct, in accordance with this section, a hazardous condition created at any Work site, or has failed to complete all Contract Work, including punch list work, or to correct any damaged Work or damage to the Work site

caused by the Contractor's or its subcontractors' acts or omissions, may be considered in determining the Contractor's responsibility in connection with the award of any future contracts on which the Contractor is low bidder.

**SECTION 66 - COMPLIANCE WITH ENVIRONMENTAL LAWS AND ENERGY STANDARDS**

The Contractor agrees to comply with: (a) all applicable standards, orders or requirements of the Clean Air Act, as amended (42 U.S.C. Section 7602) [formerly 42 U.S.C. Section 1857(h)], the Clean Water Act, as amended (33 U.S.C. Section 1368), Executive Order 11738 and all implementing regulations promulgated by the Environmental Protection Agency (40 CFR Part 15); and (b) all mandatory standards and policies relating to energy efficiency contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163), and any other applicable laws or amendments thereto.

**AMENDMENT  
TO THE BLANKET PURCHASE AGREEMENT  
FOR THE PURCHASE, INSTALLATION, MAINTENANCE, AND REPAIR OF  
COPPER/SILVER IONIZATION SYSTEMS  
BY AND BETWEEN  
THE NEW YORK CITY HOUSING AUTHORITY  
AND  
LIQUITECH, INC.**

THIS AMENDMENT (this “**Amendment**”) effective as of April 24th, 2020 (the “**Amendment Effective Date**”), is entered into by and between the NEW YORK CITY HOUSING AUTHORITY (“**NYCHA**,”), a public benefit housing corporation formed under the laws of the State of New York, having its principal offices at 250 Broadway, New York, New York 10007, and LIQUITECH, INC. (the “**LiquiTech**”), a corporation duly authorized to conduct business in the State of New York, with its principal office at 421 Eisenhower Lane S Lombard, IL 601388 (together, the “**Parties**”).

This Amendment amends that Blanket Purchase Agreement for the Purchase, Installation, Maintenance, and Repair of Copper/Silver Installation Systems entered into between NYCHA and LiquiTech, a requirements contract, No. 1925703, dated December 4, 2019 (the “**Purchase Agreement**”).

**RECITALS**

**WHEREAS**, NYCHA is the largest public housing authority in North America, comprised of 326 developments (“**NYCHA Development(s)**”); and

**WHEREAS**, NYCHA issued a Sealed Bid (the “**Sealed Bid**”) for the Purchase Agreement; and

**WHEREAS**, NYCHA awarded the Purchase Agreement pursuant to the Sealed Bid to LiquiTech; and

**WHEREAS**, Line Item 1 in the Purchase Agreement is for the purchase and complete installation of 2- 1 Cell/4 Electrode Copper/Silver Systems including all parts, labor, and reports for short and long term remediation plans within 24 and 48 hours, Part Number 045003243 (the “**Copper/Silver System(s)**”); and

**WHEREAS**, the cost of each Copper/Silver System under the Purchase Agreement is \$27,096.79;

**WHEREAS**, NYCHA directed LiquiTech to purchase and install two (2) Copper/Silver Systems at the NYCHA Development located at 2406 Frederick Douglas Blvd, New York, New York 10027 (the “**St. Nicholas Houses**”);



**WHEREAS**, per the terms of the Purchase Agreement, the total cost for the Cooper/Silver Systems to be purchased and installed at the St. Nicholas Houses is \$54,193.58; and

**WHEREAS**, According to LiquiTech, it partially installed the Copper/Silver Systems at the St. Nicholas Houses by installing the Copper Silver Ionization Complete racked systems and performing the associated plumbing and electrical work (the “**Partially Completed Work**”);

**WHEREAS**, the World Health Organization designated the novel coronavirus outbreak (the “**COVID-19 Outbreak**”) as a pandemic on March 11, 2020, the Governor of the State of New York declared a state of emergency in New York State on March 7, 2020, and the President of the United States declared that a major disaster existed in New York State on March 20, 2020;

**WHEREAS**, to complete the installation of the Copper/Silver Systems at the St. Nicholas Houses, LiquiTech must perform a system tie-in and system commissioning (the “**Remaining Work**”);

**WHEREAS**, the COVID-19 Outbreak, and the responses to curtail its effects, suspended LiquiTech’s ability to complete the Remaining Work (the “**Suspension**”);

**WHEREAS**, LiquiTech represents that the cost to NYCHA for the Partially Completed Work is \$52,543.58;

**WHEREAS**, NYCHA is not obligated to make payment to LiquiTech per the terms of the Purchase Agreement until LiquiTech completes installation; and

**WHEREAS**, due to the Suspension, NYCHA is willing to pay a certain amount for the Partially Completed Work to LiquiTech but will not pay LiquiTech for any other incomplete work under the Purchase Agreement.

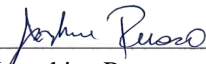
**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Notwithstanding anything to the contrary contained in the Purchase Agreement, NYCHA agrees to pay \$40,000.00 to LiquiTech as payment for the Partially Completed Work (the “**Payment**”).
2. LiquiTech expressly acknowledges that it remains responsible for the Remaining Work pursuant to the terms of the Purchase Agreement and will commence the tasks associated with the Remaining Work upon NYCHA’s direction to do so.
3. LiquiTech shall not be entitled to any additional compensation as a result of the Suspension.
4. After the Amendment Effective Date of this Agreement, LiquiTech shall submit an invoice to NYCHA for the Payment (the “**Invoice**”).


5. NYCHA shall make the Payment after receipt of the Invoice and in accordance with NYCHA's vendor payment procedures.
6. In the event LiquiTech does not complete the Remaining Work in accordance with the Purchase Agreement and as directed by NYCHA, LiquiTech must return the Payment to NYCHA in full and within fifteen (15) days of receiving NYCHA's demand for return of the Payment.
7. All terms and conditions of the Purchase Agreement remain unchanged and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment, effective as of the Effective Date.

**NEW YORK CITY HOUSING AUTHORITY**

By:   
Name: Josephine Russo  
Title: Senior Vice President  
Date: April 24, 2020

**LIQUITECH, INC.**

By:   
Name: PAUL JURGENSEN  
Title: CEO  
Date: 4/24/2020



**Supply Management Department  
Procurement  
90 Church Street  
NY, NY 10007**

Type	<b>Blanket Purchase Agreement</b>
Contract/PO No	<b>1925703</b>
Description	<b>Various Developments in All Five (5) Boroughs - The Purchase, Installation, Maintenance &amp; Repair of Copper/Silver Ionization Systems - (TECHNI050175 - T. Gordils)</b>
Revision	<b>3</b>
Order Date	<b>06-NOV-2019</b>
Due Date-ARO	
Created By	<b>SMITH, BONNIE</b>
Telephone	
Email	<b>Jacques.Barbot@nycha.nyc.gov</b>
Revision Date	<b>24-MAY-2022</b>
Current Buyer	<b>BARBOT, JACQUES</b>

Supplier: **LIQUITECH INC  
421 EISENHOWER LANE S  
LOMBARD, IL 60148 United States  
Attn:Ryan Kasper  
Phone:800-635-7873  
Fax:800-693-0530**

Ship To: **TECH SERV - CONTRACTS SERVICES - 056A  
24-02 49TH AVENUE- 5TH FLOOR  
ATTN: CONTRACT SERVICES  
1375  
LONG ISLAND CITY, NY 11101**

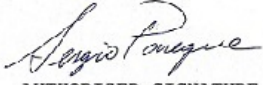
Bill To: **NYCHA  
ATTN: Disbursements  
P O Box 3636  
147  
New York, NY 10008-3636**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	<b>267382</b>	<b>Immediate</b>	<b>Prepaid</b>	<b>Destination</b>		
Effective Start Date	Effective End Date	Amount Agreed (USD)				
<b>04-DEC-2019</b>	<b>17-DEC-2022</b>	<b>4,808,779.16</b>				

This Purchase Order (PO), signed on behalf of NYCHA, shall constitute NYCHA's acceptance of Supplier's proposal (Proposal) and, together with the applicable Request for Quotations (RFQ)/Solicitation, the NYCHA General Terms and Conditions (GTCs) and Supplier's proposal (all attached) shall form a binding contract for the materials, supplies or services specified therein. In the event there is a conflict between the terms of the PO, RFQ/Solicitation, GTC and the Proposal the following order of precedence shall prevail: first, the terms of the PO, second, the terms of the GTC, third, the terms of the RFQ/Solicitation, and then, the terms of the Proposal. Notwithstanding the foregoing, any limitation of liability or other provision set forth in the Proposal that limits the Supplier's liability to NYCHA shall be null and void. NYCHA will compute cash discounts from the stamp date, which is the date Invoice is received by the Accounts Payable Division.

ALL INVOICES CAN BE MAILED.THE MAILING ADDRESS IS: NYCHA DISBURSEMENTS,POST OFFICE BOX



3636,NEW YORK,NY 10008-3636.FOR QUESTIONS REGARDING INVOICES,PLEASE CALL DISBURSEMENTS @ 212-306-6500.		
 AUTHORIZED SIGNATURE	<u>CHIEF PROCUREMENT OFFICER</u> TITLE	24-MAY-2022 10:09:26 ***SPECIAL NOTE*** MATERIAL MAY BE RETURNED IF PRIOR ARRANGEMENTS ARE NOT MADE WITH THE DELIVERY LOCATION(S).

**Notes:** All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
2	045003244 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	37556.19	
3	045003245 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
4	045003246 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)				EACH	368.9	
5	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
6	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with				EACH	28.64	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
7	045003249 a report explaining the finding and a submitted plan of action report Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.				EACH	60.76	
8	045003250 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report.				EACH	378.67	
9	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	93.18	
10	045003252 Internet monitoring with remote adjustment of system				EACH	56.42	
11	045003253 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation				EACH	2148.3	
12	045003254 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments				EACH	14842.8	
13	045003255 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments				EACH	20050.8	
14	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
15	045003244 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver				EACH	37556.19	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
	systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours						
16	045003245 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
17	045003246 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)				EACH	368.9	
18	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
19	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report				EACH	28.64	
20	045003249 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.				EACH	60.76	
21	045003250 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report				EACH	384.17	
22	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	94.53	
23	045003252				EACH	56.42	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
24	Internet monitoring with remote adjustment of system 045003253				EACH	2148.3	
25	Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation 045003254				EACH	14842.8	
26	Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments 045003255				EACH	20050.8	
27	Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments 045003256 Dollar line item for approved miscellaneous repairs and parts				DOLLAR	1	



DRAFT

Blanket Purchase Agreement 1925703, 2

Supply Management Department  
 Procurement  
 90 Church Street  
 NY, NY 10007

Type	<b>Blanket Purchase Agreement</b>
Contract/PO No	<b>1925703</b>
Description	<b>Various Developments in All Five (5) Boroughs - The Purchase, Installation, Maintenance &amp; Repair of Copper/Silver Ionization Systems - (TECHNI050175 - T. Gordils)</b>
Revision	<b>2</b>
Order Date	<b>06-NOV-2019</b>
Due Date-ARO	
Created By	<b>SMITH, BONNIE</b>
Telephone	
Email	<b>Jacques.Barbot@nycha.nyc.gov</b>
Revision Date	<b>04-NOV-2021</b>
Current Buyer	<b>BARBOT, JACQUES</b>

Supplier: **LIQUITECH INC**  
**421 EISENHOWER LANE S**  
**LOMBARD, IL 60148 United States**  
**Attn:MARGO BROWN**  
**Phone:800-635-7873**  
**Fax:800-693-0530**

Ship To: **TECH SERV - CONTRACTS SERVICES - 056A**  
**24-02 49TH AVENUE- 5TH FLOOR**  
**ATTN: CONTRACT SERVICES**  
**LONG ISLAND CITY, NY 11101**

Bill To: **NYCHA**  
**ATTN: Disbursements**  
**P O Box 3636**  
**Church Street Station**  
**New York, NY 10008-3636**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	<b>267382</b>	<b>Immediate</b>	<b>Prepaid</b>	<b>Destination</b>		
Effective Start Date	Effective End Date	Amount Agreed (USD)				
<b>04-DEC-2019</b>	<b>17-DEC-2022</b>	<b>4,808,779.16</b>				

This Purchase Order (PO), signed on behalf of NYCHA, shall constitute NYCHA's acceptance of Supplier's proposal (Proposal) and, together with the applicable Request for Quotations (RFQ)/Solicitation, the NYCHA General Terms and Conditions (GTCs) and Supplier's proposal (all attached) shall form a binding contract for the materials, supplies or services specified therein. In the event there is a conflict between the terms of the PO, RFQ/Solicitation, GTC and the Proposal the following order of precedence shall prevail: first, the terms of the PO, second, the terms of the GTC, third, the terms of the RFQ/Solicitation, and then, the terms of the Proposal. Notwithstanding the foregoing, any limitation of liability or other provision set forth in the Proposal that limits the Supplier's liability to NYCHA shall be null and void. NYCHA will compute cash discounts from the stamp date, which is the date Invoice is received by the Accounts Payable Division.

ALL INVOICES CAN BE MAILED.THE MAILING ADDRESS IS: NYCHA DISBURSEMENTS,POST OFFICE BOX 3636,NEW YORK,NY 10008-3636.FOR QUESTIONS REGARDING INVOICES,PLEASE CALL DISBURSEMENTS @

212-306-6500.		
	23-DEC-2019 14:45:11	***SPECIAL NOTE*** MATERIAL MAY BE RETURNED IF PRIOR ARRANGEMENTS ARE NOT MADE WITH THE DELIVERY LOCATION(S).

**Notes:** All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
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3	045003245 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
4	045003246 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)				EACH	368.9	
5	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
6	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding				EACH	28.64	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
7	045003249 and a submitted plan of action report Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.				EACH	60.76	
8	045003250 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report.				EACH	378.67	
9	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	93.18	
10	045003252 Internet monitoring with remote adjustment of system				EACH	56.42	
11	045003253 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation				EACH	2148.3	
12	045003254 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments				EACH	14842.8	
13	045003255 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments				EACH	20050.8	
14	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
15	045003244 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all				EACH	37556.19	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
	materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours						
16	045003245 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
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18	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
19	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report				EACH	28.64	
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22	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	94.53	
23	045003252 Internet monitoring with				EACH	56.42	



Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
24	remote adjustment of system 045003253 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation				EACH	2148.3	
25	045003254 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments				EACH	14842.8	
26	045003255 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments				EACH	20050.8	
27	045003256 Dollar line item for approved miscellaneous repairs and parts				DOLLAR	1	

## Services Package Checklist

Development/Department Technical Services Date: 11/3/2021

Contract / PO # 1925703 RFQ # \_\_\_\_\_

Vendor:	Y	N/A	Comments
Liquitech Inc.			

Letters of Award (2):	x		
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Bid Invitation (attached to book):	X		
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Form of Proposal and Addendums:	X		
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Contractor's Extension Letter:	X		
--------------------------------	---	--	--

OIG Letters:	X		
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<b>RESO:</b>	X		
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<b>From (EVP/Director/etc.):</b>	Calcedonio Bruno
----------------------------------	------------------

<b>Action Type:</b>	Term Extension
---------------------	----------------

<b>Amount:</b>	N/A
----------------	-----

<b>Budget Approval (Y/N):</b>	X		N/A
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<b>Type:</b>	N/A
--------------	-----

<b>Source:</b>	N/A
----------------	-----

<b>Recommendation to Award:</b>	N/A
---------------------------------	-----

<b># of Bids Distributed:</b>	N/A
-------------------------------	-----

<b># of Bids Received:</b>	N/A
----------------------------	-----

<b># of MWBEs Received:</b>	N/A
-----------------------------	-----

<b>Cost Estimate:</b>	N/A
-----------------------	-----

<b>Bid Factor:</b>	N/A
--------------------	-----

<b>Type of Business:</b>	N/A
--------------------------	-----

<b>Sec 3 Hiring Plan and Projection:</b>	N/A
--	-----

<b>EPA Paint Lead - Safe Certification</b>	N/A
--	-----

<b>Type of Contract:</b>	N/A
--------------------------	-----

<b>Contract Period:</b>	2 Years with 1 Year Renewal Option
-------------------------	------------------------------------

<b>Final Approval as to Form:</b>	N/A
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<b>DESCRIPTION:</b>	Term Extension for The Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems at various Developments in All Five (5) Boroughs.
<b>Variance</b>	N/A
<b>Signed by:</b>	 <span style="float: right;">Date: 11/03/2021</span>
	Chief Procurement Officer (CPO) - Sergio Paneque



NEW YORK CITY HOUSING AUTHORITY

90 CHURCH STREET • NEW YORK, NY 10007  
TEL: (212) 306 3000 • <http://nyc.gov.nycha>

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Greg Russ  
Chair & Chief Executive Officer

11/03/2021

**E-mail: [mbrown@liquitech.net](mailto:mbrown@liquitech.net)**

**LIQUITECH INC  
421 EISENHOWER LANE S  
LOMBARD, IL 60148**

Contract No. **1925703** (the “Contract”)  
**Various Developments in All Five (5) Boroughs - The Purchase, Installation, Maintenance  
& Repair of Copper/Silver Ionization Systems - (TECHNI058416 – J. Chen)**

Dear Sir/Madam:

Please be advised that the New York City Housing Authority (“NYCHA”) pursuant to Contract Terms and Conditions is hereby extending the subject Contract’s duration by 1 Year. The new expiration date is 12/17/2022. All contractual terms, conditions and unit pricing will remain the same.

The required insurance coverage must be in force during the duration of the Contract. Failure to maintain required insurance coverage, for the duration of the Contract and any extension thereof, shall be deemed a breach of Contract as per Section 18 of the Contract’s General Conditions.

Very truly yours,

A handwritten signature in black ink that reads "Sergio Paneque".

Sergio Paneque  
Chief Procurement Officer  
Supply Management & Procurement

**A. CONTRACT INFORMATION**

VENDOR NAME  
Liquitech Inc

DESCRIPTION OF PURCHASE OR SERVICE  
The Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems All Five (5) Boroughs

CONTRACT/PURCHASE ORDER NO.  
1925703

CONTRACT TERM  
FROM: 12 / 4 / 2019 TO: 12 / 17 / 2021

COMPLETE ALL APPLICABLE SECTIONS BELOW

**B. CONTRACT AMOUNT CHANGE**

CHECK ONE  
 Increase       Decrease

Original Contract Amount:      \$      \_\_\_\_\_

Current Contract Amount:      \$      \_\_\_\_\_

Requested Change Amount:      \$      \_\_\_\_\_

New Contract Amount:      \$      \_\_\_\_\_

**C. CONTRACT TERM CHANGE**

CONTRACT TERM EXTENSION (attach supporting documentation)

ORIGINAL TERM OF CONTRACT INCLUDING PRIOR EXTENSIONS  
FROM: 12 / 4 / 2019 TO: 12 / 17 / 2021

TERM OF CONTRACT INCLUDING THIS EXTENSION  
FROM: 12 / 17 / 2021 TO: 12 / <sup>17</sup>~~16~~ / 2022

Risk Finance Department approval obtained on 11 / 03 / 2021. (RB)

**D. ACCOUNTING CHANGE**

FROM: OPERATING ACCOUNT DISTRIBUTION

LINE #	SHIPMENT #	DISTRIBUTION ACCOUNT. #	AMOUNT

FROM: CAPITAL ACCOUNT DISTRIBUTION

LINE #	SHIPMENT #	DISTRIBUTION POETA	AMOUNT



**D. ACCOUNTING CHANGE**

**TO: OPERATING ACCOUNT DISTRIBUTION**

LINE #	SHIPMENT #	DISTRIBUTION ACCOUNT #	AMOUNT

**TO: CAPITAL ACCOUNT DISTRIBUTION**

LINE #	SHIPMENT #	DISTRIBUTION POETA	AMOUNT

**E. OTHER CHANGES**

DESCRIPTION

1 year time extension as specified in contract 1925703 FOP page 6, paragraph 3

REASON FOR CHANGE

Utilization of NYCHA contract 1925703 time extension clause.

The contract term will be extended, (1) additional year.

**F. CERTIFICATION BY ADMINISTERING DEPARTMENT**

*This is to certify that all procedural requisites for this contract change/modification have been met and that all information stated is true and accurate.*

NAME (Print & Sign)

MICHAEL C. COGGINS *Michael C. Coggins*

DATE

11/1/21

TITLE

DEPUTY DIRECTOR

**G. REGISTRATION**

REGISTERED BY ACCOUNTING

DATE



**From:** NYCHA Risk Management <noreply@exigis.com>  
**Sent:** Wednesday, November 3, 2021 7:50 AM  
**To:** Barbot, Jacques <Jacques.Barbot@nycha.nyc.gov>  
**Subject:** Confirmation of NYCHA Insurance Compliance - LiquiTech Inc. - Reference #69753

Dear NYCHA Partner,

Thank you for submitting your insurance information through NYCHA's RiskWorks system.

The insurance documentation you have submitted has been reviewed and is compliant with NYCHA's requirements for the above referenced evaluation number only. This confirmation applies to the following contract/bid numbers: Contract/Lease # 1925703

This confirmation applies to the following PO numbers: 1925703

Please note that if you have received separate emails with different reference numbers, you must complete the RiskWorks process for those compliance evaluations as well. These evaluations apply to contracts with different requirements.

We will notify you 15 days prior to any insurance policy renewal date to update your information and documentation in the RiskWorks system.

We will also notify you in the event we receive any Notice of Cancellation from your Insurers or other notice negatively impacting the required insurance.

**PLEASE NOTE:**

**TECHNICAL SUPPORT:** If you require technical assistance with completing the process above, please call EXIGIS Customer Support at (646) 762-1580 or [click here](#) to send an email.

**INSURANCE REQUIREMENTS:** If you have any questions or concerns about your Insurance Requirements, please call the Risk Management Department at NYCHA at (212) 306-6688 or [click here](#) to send an email.

To ensure delivery to your inbox, please add [noreply@exigis.com](mailto:noreply@exigis.com) to your address book or Safelist to avoid emails going to your Spam or Junk-mail

**DO NOT REPLY TO THIS EMAIL - YOUR RESPONSE WILL NOT BE READ**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>Mesirow Insurance Services, Inc.</b> <b>353 N Clark St 11th Floor</b> <b>Chicago, IL 60654</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (312) 595-6200</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>LiquiTech, Inc.</b> <b>421 Eisenhower Lane South</b> <b>Lombard, IL 60148</b>	<b>INSURER A : Navigators Specialty Insurance Company</b>		<b>36056</b>
	<b>INSURER B : Hartford Accident and Indemnity Company</b>		<b>22357</b>
	<b>INSURER C : Accident Fund Group</b>		<b>00000</b>
	<b>INSURER D : Federal Insurance Company</b>		<b>20281</b>
	<b>INSURER E : Lloyd's of London</b>		<b>00000</b>
	<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CH21NP3Z05J15IC	6/19/2021	6/19/2022	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>25,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							<b>Pollution Liab.</b> \$ <b>1,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UECAA8787	2/21/2021	2/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CH21NP3Z05J15IC	6/19/2021	6/19/2022	EACH OCCURRENCE \$ <b>10,000,000</b>
							AGGREGATE \$ <b>10,000,000</b>
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCV 8017869	6/19/2021	6/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Commercial Crime</b>			8251-0812	6/19/2021	6/19/2022	<b>Incl. Employee Theft</b> \$ <b>1,000,000</b>
E	<b>Cyber Liability</b>			ASJ20H009769	6/19/2021	6/19/2022	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
New York City Housing Authority is listed as Additional Insured under the General Liability policy, when required by written contract. The General Liability policy is Primary and Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers Compensation policies.

<b>CERTIFICATE HOLDER</b>  <b>New York City Housing Authority</b> <b>Risk Management Department</b> <b>90 Church Street</b> <b>6th Floor</b> <b>New York, NY 10007</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

NYCHA 009.074 (Rev. 10/2019)  
**SERVICES PROCUREMENT  
REQUEST**

NEW YORK CITY HOUSING AUTHORITY  
GENERAL SERVICES DEPARTMENT

MOVARIS REFERENCE #  
**TECHNI058416**

**NOTE:** Must be Submitted by a Deputy Director, or Higher Title.

**Type All Information Directly On Screen, Attach Scope of Work and Press Submit When Completed.**

REQUESTOR **Jacky Chen**

TELEPHONE # **(718) 707-5850**

REQUESTING FOR (DEPARTMENT): **Technical Services**

LOCATION **Borough Office**

ADMINISTERING DEPARTMENT  CHECK HERE IF SAME

ADDRESS WHERE WORK WILL BE PERFORMED **Various**

CATEGORY OF WORK **Professional services**

DESCRIPTION OF SERVICES REQUIRED

**1 year time extension as specified in contract 1925703 FOP page 6, paragraph 3.**

TYPE OF PROCUREMENT: **Contract Modification Request**

CONTRACT NUMBER **1925703** EXPIRATION DATE **12/17/2021**

EXTENSION DATE **12/17/2022**

NOTICE TO PROCEED DATE **12/18/2019**

TERMINATE FOR CONVENIENCE DATE

VENDOR (IF KNOWN): **Liquitech Inc.** TERMS **2 Years** RENEWALS **1 year**

COST ESTIMATE AMOUNT \$: **0.00** FUNDING SOURCE: **Operating and Capital** POETA/ BUDGET ACCOUNT: **NA**

CHECK HERE IF THIS IS A REPLACEMENT FOR AN EXISTING CONTRACT.

NOTE TO BUYER/SPECIAL INSTRUCTIONS

**1 year time extension as specified in contract 1925703 FOP page 6, paragraph 3.**

DOES THIS REQUIRE SCOPE OF WORK FROM TECHNICAL SERVICES? **No**

URGENT

SUBMITTER **Chen, Jacky** TITLE **Industrial Hygienist**

11/01/2021





**DRAFT**

Blanket Purchase Agreement 1925703, 0

Supply Management Department  
 Procurement  
 90 Church Street  
 NY, NY 10007

Type	<b>Blanket Purchase Agreement</b>
Contract/PO No	<b>1925703</b>
Description	<b>Various Developments in All Five (5) Boroughs - The Purchase, Installation, Maintenance &amp; Repair of Copper/Silver Ionization Systems - (TECHNI050175 - T. Gordils)</b>
Revision	<b>0</b>
Order Date	<b>06-NOV-2019</b>
Due Date-ARO	
Created By	<b>SMITH, BONNIE</b>
Telephone	
Email	<b>Bonnie.Smith@nycha.nyc.gov</b>
Revision Date	
Current Buyer	

Supplier: **LIQUITECH INC**  
**421 EISENHOWER LANE S**  
**LOMBARD, IL 60148 United States**  
**Attn:MARGO BROWN**  
**Phone:800-635-7873**  
**Fax:800-693-0530**

Ship To: **TECH SERV - ENV. CONTRACTS SERVICES - 056A**  
**23-02 49TH AVENUE- 5TH FLOOR**  
**ATTN: KATHY DAVIS**  
**LONG ISLAND CITY, NY 11101**

Bill To: **NYCHA**  
**ATTN: Disbursements**  
**P O Box 3636**  
**Church Street Station**  
**New York, NY 10008-3636**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	<b>267382</b>	<b>30 Net</b>	<b>Prepaid</b>	<b>Destination</b>		
Effective Start Date	Effective End Date	Amount Agreed (USD)				
<b>04-DEC-2019</b>	<b>03-DEC-2021</b>	<b>4,808,779.16</b>				

This Purchase Order (PO), signed on behalf of NYCHA, shall constitute NYCHA's acceptance of Supplier's proposal (Proposal) and, together with the applicable Request for Quotations (RFQ)/Solicitation, the NYCHA General Terms and Conditions (GTCs) and Supplier's proposal (all attached) shall form a binding contract for the materials, supplies or services specified therein. In the event there is a conflict between the terms of the PO, RFQ/Solicitation, GTC and the Proposal the following order of precedence shall prevail: first, the terms of the PO, second, the terms of the GTC, third, the terms of the RFQ/Solicitation, and then, the terms of the Proposal. Notwithstanding the foregoing, any limitation of liability or other provision set forth in the Proposal that limits the Supplier's liability to NYCHA shall be null and void. NYCHA will compute cash discounts from the stamp date, which is the date Invoice is received by the Accounts Payable Division.

ALL INVOICES CAN BE MAILED. THE MAILING ADDRESS IS: NYCHA DISBURSEMENTS, POST OFFICE BOX 3636, NEW YORK, NY 10008-3636. FOR QUESTIONS REGARDING INVOICES, PLEASE CALL DISBURSEMENTS @ 212-306-6500.

	<p>***SPECIAL NOTE***                  MATERIAL MAY BE RETURNED                  IF PRIOR ARRANGEMENTS                  ARE NOT MADE WITH THE                  DELIVERY LOCATION(S).</p>
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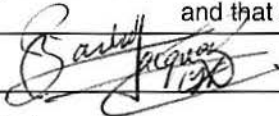
**Notes:** All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
2	045003244 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	37556.19	
3	045003245 Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
4	045003246 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)				EACH	368.9	
5	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
6	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action				EACH	28.64	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
7	report 045003249 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.				EACH	60.76	
8	045003250 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report				EACH	378.67	
9	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	93.18	
10	045003252 Internet monitoring with remote adjustment of system				EACH	56.42	
11	045003253 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation				EACH	2148.3	
12	045003254 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments				EACH	14842.8	
13	045003255 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments				EACH	20050.8	
14	045003243 The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short & long term remediation plans within 24 to 48 hours				EACH	27096.79	
15	045003244 The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and				EACH	37556.19	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
16	045003245 reports for short & long term remediation plans within 24 to 48 hours Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)				EACH	217	
17	045003246 Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturer recommendations)				EACH	368.9	
18	045003247 Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report				EACH	200.86	
19	045003248 Copper/Silver sample collection & lab analysis (3 days Turn around time) with a report explaining the finding and a submitted plan of action report				EACH	28.64	
20	045003249 Copper/Silver sample collection & lab analysis (24 hours Turn around time) with a report explaining the finding and a submitted plan of action report.				EACH	60.76	
21	045003250 Legionella sample collection per building with a report explaining the finding and a submitted plan of action report				EACH	384.17	
22	045003251 Legionella lab analysis per building with a report explaining the finding and a submitted plan of action report, 30 samples per building				EACH	94.53	
23	045003252 Internet monitoring with remote adjustment of system				EACH	56.42	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
24	045003253 Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation				EACH	2148.3	
25	045003254 Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments				EACH	14842.8	
26	045003255 Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments				EACH	20050.8	
27	045003256 Dollar line item for approved miscellaneous repairs and parts				DOLLAR	1	

REQUEST FOR REGISTRATION OF CONTRACT	NEW YORK CITY HOUSING AUTHORITY ACCOUNTING & FISCAL SERVICES	DATE 12/05/19	
<b>A. CONTRACT INFORMATION</b>			
CONTRACT TYPE <input type="checkbox"/> Planned purchase order <input type="checkbox"/> Blanket agreement			
CONTRACTOR NAME LIQUITECH INC			
DESCRIPTION OF PURCHASE OR SERVICE Installation Maint/Repair of Copper/Silver Ionization	CONTRACT PURCHASE ORDER NO. 1925703		
PURCHASING CATEGORY EN - ENVIRONMENTAL			
TERM OF CONTRACT FROM: <u>12 / 04 / 2019</u> TO: <u>12 / 03 / 2021</u>	TOTAL CONTRACT AMOUNT \$ 4,808,779.16		
RETENTION <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 5% <input type="checkbox"/> Other ___%			
<b>B. ACCOUNTING INFORMATION</b>			
<b>OPERATING ACCOUNT DISTRIBUTION</b>			
LINE #	SHIPMENT #	DISTRIBUTION ACCOUNT	AMOUNT
<b>CAPITAL ACCOUNT DISTRIBUTION</b>			
LINE #	SHIPMENT #	DISTRIBUTION POETA	AMOUNT
<b>C. LAW DEPARTMENT APPROVAL</b>			
Law Department approval of the contract as to general form received on			<u>12 / 03 / 19</u>
<b>D. RISK FINANCE DEPARTMENT APPROVAL</b>			
Risk Finance Department approval of vendor's insurance coverage received on			<u>10 / 01 / 19</u>
<b>E. CERTIFICATION BY ADMINISTERING DEPARTMENT</b>			
This is to certify that all the procedural requisites for the solicitation and award of this contract have been met and that all the information is true and accurate.			
NAME Jacques Barbot		DATE 12/05/19	
TITLE Associate Staff Analyst	Print	Sign	
<b>F. REGISTRATION</b>			
REGISTERED BY ACCOUNTING			DATE



**NOTE:** Must be Submitted by a Deputy Director, or Higher Title.  
**Type All Information Directly On Screen, Attach Scope of Work and Press Submit When Completed.**

REQUESTOR  TELEPHONE #   
REQUESTING FOR (DEPARTMENT):   
LOCATION   
ADMINISTERING DEPARTMENT  CHECK HERE IF SAME  
ADDRESS WHERE WORK WILL BE PERFORMED   
CATEGORY OF WORK   
DESCRIPTION OF SERVICES REQUIRED

TYPE OF PROCUREMENT:

VENDOR (IF KNOWN):  TERMS  RENEWALS   
COST ESTIMATE AMOUNT \$:  FUNDING SOURCE:  POETA/ BUDGET ACCOUNT:

CHECK HERE IF THIS IS A REPLACEMENT FOR AN EXISTING CONTRACT.

NOTE TO BUYER/SPECIAL INSTRUCTIONS

DOES THIS REQUIRE SCOPE OF WORK FROM TECHNICAL SERVICES?

URGENT

SUBMITTER  TITLE  04/01/2019

TECHNICAL SERVICES  
PROCUREMENT

RFO # 68636.1  
8/5/19

NYCHA Q05 015 Rev. (10/2019) <b>BOARD RESOLUTION</b>	<b>NEW YORK CITY HOUSING AUTHORITY</b>	1. Resolution Number <u>19</u> - <u>11</u> / <u>26</u> - <u>51</u> <small>Year Month Day Item No.</small> (This is Page 1 of <u>3</u> Pages)												
2. To: <u>Jacqueline C. Hernandez, Esq., Corporate Secretary</u> From: <u>Joseph Courtien</u> Title <u>VP, Operations</u> Administering Department/Office <u>Technical Services</u>														
3. Type of Resolution Type Action Action Type <u>Original</u> <u>Contract</u> <u>Sealed Bid</u>														
4. Development(s) Coverage Borough(s) <u>City Wide</u> <u>Bronx, Brooklyn, Manhattan, Queens &amp; Staten Island</u>														
5. Vendor/Client/Other <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name(s)</th> <th style="width:10%;">Type</th> <th style="width:10%;">Contract/PO/RFQ</th> <th style="width:10%;">Contract / PO #</th> <th style="width:10%;">Contract Type</th> <th style="width:10%;">RFQ #</th> </tr> </thead> <tbody> <tr> <td><u>LiquiTech, Inc.</u></td> <td><u>Non-Minority</u></td> <td><u>Contract</u></td> <td><u>1925703</u></td> <td><u>Unit Price</u></td> <td><u>68636</u></td> </tr> </tbody> </table> <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/> N/A</div>			Name(s)	Type	Contract/PO/RFQ	Contract / PO #	Contract Type	RFQ #	<u>LiquiTech, Inc.</u>	<u>Non-Minority</u>	<u>Contract</u>	<u>1925703</u>	<u>Unit Price</u>	<u>68636</u>
Name(s)	Type	Contract/PO/RFQ	Contract / PO #	Contract Type	RFQ #									
<u>LiquiTech, Inc.</u>	<u>Non-Minority</u>	<u>Contract</u>	<u>1925703</u>	<u>Unit Price</u>	<u>68636</u>									
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           6. Amount            Amount Type  <u>\$4,808,779.16</u> <u>Not to Exceed</u> <u>N/A</u> <input type="checkbox"/> </td> <td style="width:50%; vertical-align: top;">           7. Cost Estimate            Amount Date % of Estimate  <u>\$5,524,383.98</u> <u>Apr 1, 2019</u> <u>87.05%</u> <input type="checkbox"/> N/A         </td> </tr> </table>			6. Amount Amount Type <u>\$4,808,779.16</u> <u>Not to Exceed</u> <u>N/A</u> <input type="checkbox"/>	7. Cost Estimate Amount Date % of Estimate <u>\$5,524,383.98</u> <u>Apr 1, 2019</u> <u>87.05%</u> <input type="checkbox"/> N/A										
6. Amount Amount Type <u>\$4,808,779.16</u> <u>Not to Exceed</u> <u>N/A</u> <input type="checkbox"/>	7. Cost Estimate Amount Date % of Estimate <u>\$5,524,383.98</u> <u>Apr 1, 2019</u> <u>87.05%</u> <input type="checkbox"/> N/A													
8. Budget Approval Type Source <u>Yes</u> <u>Operating</u> <u>Federal</u>														
9. Change Order / Funding Increase Information <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Change Order / Funding Increase No.</td> <td style="width:30%;">Original Contract Price</td> <td style="width:40%;">Proceed Order No.</td> </tr> <tr> <td><u>Prior Change Total</u></td> <td><u>% Of Original</u></td> <td><u>This Change</u></td> </tr> <tr> <td></td> <td></td> <td><u>% Of Original</u></td> </tr> </table> <div style="text-align: right; margin-top: 5px;"><input checked="" type="checkbox"/> N/A</div>			Change Order / Funding Increase No.	Original Contract Price	Proceed Order No.	<u>Prior Change Total</u>	<u>% Of Original</u>	<u>This Change</u>			<u>% Of Original</u>			
Change Order / Funding Increase No.	Original Contract Price	Proceed Order No.												
<u>Prior Change Total</u>	<u>% Of Original</u>	<u>This Change</u>												
		<u>% Of Original</u>												
10. Subject Of Resolution (To Appear On Calendar) <u>Award of a Requirement Contract for the Purchase, Installation, Maintenance and Repair of Copper and Silver Ionization Systems</u>														
11. Description Of Resolution (To Appear On Calendar) <p>Authorization is requested to award this requirement contract to the lowest responsive and responsible bidder, LiquiTech, Inc. This requirement contract also provides for a one (1) one-year renewal option to be exercised at the Authority's sole discretion.</p>														
12. Law Department Approval <u>Approved</u>	13. Opinion of Counsel <u>Not Applicable</u>	14. Exemption Certificate <u>Not Applicable</u>												
15. Section 3 Hiring Plan Approval <u>Approved</u> Projected # of Hires <u>4</u> <div style="text-align: right; margin-top: 5px;"><input checked="" type="checkbox"/> Check here if "Actual Hires" is not applicable at this time</div>														

Continued on Page Two



NYCHA 005.015 Rev.(10/2019) <b>BOARD RESOLUTION</b>	<b>NEW YORK CITY HOUSING AUTHORITY</b>	Resolution Number <u>19</u> - <u>11</u> / <u>26</u> - <u>51</u> <small>Year      Month      Day      Item No.</small> (This is Page 2 of <u>3</u> Pages)
16. Recommendation To Award <u>Lowest Bidder</u>		17. Bid/RFP Packages and Bids/Proposals # Distributed <u>22</u> # Bids/Proposals Received <u>2</u> Of Which <u>0</u> Are MWBE <input type="checkbox"/> N/A
18. Bid Opening Date/Submission Deadline Date <u>8/5/19</u> <input type="checkbox"/> N/A		19. Contract Period Being Funded By Amount Entered In Box 6 <u>2</u> Years <u>0</u> Months <u>0</u> Days <input type="checkbox"/> N/A
20. Authorized Department Representative <u>Courtien, Joseph</u>		Date <u>11/22/2019</u> Title <u>Vice-President, Operations</u> Telephone Number <u>(212) 306-3401</u>
21. General Manager - Bd Roso <u>Mustaciolo, Vito</u>		Date <u>11/25/2019</u>
<p><b>To Be Completed By The Corporate Secretary:</b></p> <p>Resolved: A quorum being present, the Members of the Authority present, having considered the calendared proposal whose particulars appear herein, hereby <u>Approve</u> the recommendation made above, and authorize the appropriate officers of the Authority to take such action as may be required in accordance with the terms of the recommendation.</p> <p>With: <u>Member Young</u> <u>Absent</u></p> <p>This Resolution is designated as Resolution No. <u>19</u> <u>11</u> / <u>26</u> - <u>51</u>  <u>Jacqueline Hernandez</u> <u>Q Hernandez</u>          Corporate Secretary</p> <p style="text-align: right;"><u>11/26/2019</u> Date</p>		


**Scope of Work and Justification**

This requirement contract provides for the purchase, installation, maintenance and repair of copper and silver ionization systems. The scope of work includes, but is not limited to, furnishing all labor, materials, insurance, and equipment required for the purchase, installation, maintenance and repair of copper and silver ionization systems.

A Vendor Name Check ("VNC"), requested on September 10, 2019, is pending. There will be no award until a VNC is issued and vetting by the Procurement Department finds no issue to preclude award.

This requirement contract was prepared for bid and awarded by the Supply Management Department.

SUPPLY MANAGEMENT BIDS RECEIVED	NEW YORK CITY HOUSING AUTHORITY SUPPLY MANAGEMENT DEPARTMENT PROCUREMENT UNIT	Development (s) CITYWIDE DEVELOPMENTS
RFQ# 68636,1 Estimated Cost: \$5,524,383.98	Bid Date and Time 08/05/2019 10:00 AM	
Description: SMD Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Sys		

Order	Bidder/Suppler	Type (E/S)	Bid Status	Bid Factor	Bid Price	Bid Security	Remarks
1	LiquiTech Inc. 	E	Active	0.868	\$4,808,779.16		
2	Innovation Partners	S	Active	1.84	\$9,981,628.56		

Movaris Ref# <b>TECHNI050175</b>	Last Updated By: <b>Pierre-Louis Erneste</b>
Specify Bid Submission Type: <b>(E)</b> Electronic/ <b>(S)</b> Non-electronic, Signature Bid Entry Required	

NYCHA- SUPPLY MANAGEMENT DEPARTMENT  
PROCUREMENT GROUP

RFQ # 68636				Supplier Name: <u>LiquiTech, Inc.</u>			
DESCRIPTION: PURCHASE, INSTALLATION, MAINTENANCE, AND REPAIR OF COPPER/SILVER I							
DEVELOPMENT(S): VARIOUS DEVELOPMENTS CITYWIDE							
Enter Bid Factor In Box (F6). Specify to Four Significant Digits of Decimal Place.							
SUPPLIER BID FACTOR (Example x.xxxx) :				0.8680			
ITEM	ITEM OF WORK	UNIT OF MEASURE	ESTIMATED QUANTITY OF WORK	UNIT PRICE	BID FACTOR	ADJUSTED UNIT PRICING	ADJUSTED EXTENSION
<b>YEAR 1</b>							
1	The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	11	\$31,217.50	0.8680	\$27,096.79	\$298,064.69
2	The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$43,267.50	0.8680	\$37,556.19	\$112,668.57
3	Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)./(27 units, each inspected monthly, for a year)	Each	324	\$250.00	0.8680	\$217.00	\$70,308.00
4	Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)/(5 Units, each inspected monthly, for a year)	Each	60	\$425.00	0.8680	\$368.90	\$22,134.00
5	Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report/(39 Units, each inspected weekly, for a year)	Each	2,028	\$231.41	0.8680	\$200.86	\$407,344.08
6	Copper/Silver sample collection & lab analysis (3 days Turn- around time) with a report explaining the finding and a submitted plan of action report./(25 units, each inspected monthly, for a year)	Each	300	\$33.00	0.8680	\$28.64	\$8,592.00
7	Copper/Silver sample collection & lab analysis (24 hours Turn-around time) with a report explaining the finding and a submitted plan of action report./(14 units, each inspected six times, for a year)	Each	84	\$70.00	0.8680	\$60.76	\$5,103.84

NYCHA- SUPPLY MANAGEMENT DEPARTMENT  
PROCUREMENT GROUP

ITEM	ITEM OF WORK	UNIT OF MEASURE	ESTIMATED QUANTITY OF WORK	UNIT PRICE	BID FACTOR	ADJUSTED UNIT PRICING	ADJUSTED EXTENSION
8	Legionella <i>sample collection</i> per building with a report explaining the finding and a submitted plan of action report./(35 Units, each inspected monthly, for a year)	Each	420	\$436.26	0.8680	\$378.67	\$159,041.40
9	Legionella <i>lab analysis per building</i> with a report explaining the finding and a submitted plan of action report, 30 samples per building./(35 units, 30 samples per unit, each inspected monthly, for a year)	Each	12,600	\$107.35	0.8680	\$93.18	\$1,174,068.00
10	Internet monitoring with remote adjustment of system/(32 units, each inspected monthly, for a year)	Each	384	\$65.00	0.8680	\$56.42	\$21,665.28
11	Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation	Each	18	\$2,475.00	0.8680	\$2,148.30	\$38,669.40
12	Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	Each	1	\$17,100.00	0.8680	\$14,842.80	\$14,842.80
13	Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	Each	1	\$23,100.00	0.8680	\$20,050.80	\$20,050.80
<b>TOTAL SUM OF EXTENSIONS FOR YEAR 1</b>							<b>\$2,352,552.86</b>
<b>YEAR 2</b>							
1	The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$31,217.50	0.8680	\$27,096.79	\$81,290.37
2	The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$43,267.50	0.8680	\$37,556.19	\$112,668.57
3	Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)/(30 units, each inspected monthly, for a year)	Each	360	\$250.00	0.8680	\$217.00	\$78,120.00
4	Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)/(8 units, each inspected monthly, for a year)	Each	96	\$425.00	0.8680	\$368.90	\$35,414.40

NYCHA- SUPPLY MANAGEMENT DEPARTMENT  
PROCUREMENT GROUP

ITEM	ITEM OF WORK	UNIT OF MEASURE	ESTIMATED QUANTITY OF WORK	UNIT PRICE	BID FACTOR	ADJUSTED UNIT PRICING	ADJUSTED EXTENSION
5	Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report/(41 units, each inspected weekly, for a year)	Each	2,132	\$231.41	0.8680	\$200.86	\$428,233.52
6	Copper/Silver sample collection & lab analysis (3 days Turn-around time) with a report explaining the finding and a submitted plan of action report/(35 units, each inspected monthly, for a year)	Each	420	\$33.00	0.8680	\$28.64	\$12,028.80
7	Copper/Silver sample collection & lab analysis (24 hours Turn-around time) with a report explaining the finding and a submitted plan of action report./(6 units, each inspected six times, for a year)	Each	36	\$70.00	0.8680	\$60.76	\$2,187.36
8	Legionella <i>sample collection</i> per building with a report explaining the finding and a submitted plan of action report./(39 units, each inspected monthly, for a year)	Each	468	\$442.59	0.8680	\$384.17	\$179,791.56
9	Legionella <i>lab analysis per building</i> with a report explaining the finding and a submitted plan of action report, 30 samples per building./(39 units, each 30 samples, each inspected monthly, for a year)	Each	14,040	\$108.90	0.8680	\$94.53	\$1,327,201.20
10	Internet monitoring with remote adjustment of system./(38 units, each inspected monthly, for a year)	Each	456	\$65.00	0.8680	\$56.42	\$25,727.52
11	Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation	Each	18	\$2,475.00	0.8680	\$2,148.30	\$38,669.40
12	Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	Each	1	\$17,100.00	0.8680	\$14,842.80	\$14,842.80
13	Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	Each	1	\$23,100.00	0.8680	\$20,050.80	\$20,050.80
<b>TOTAL SUM OF EXTENSIONS FOR YEAR 2</b>							<b>\$2,356,226.30</b>
<b>Allowance for work not covered under unit prices</b>							<b>\$100,000.00</b>
<b>GRAND TOTAL SUM OF ALL EXTENSIONS</b>							<b>\$4,708,779.16</b>

**December 2, 2019**

**John Englebert  
New York City Housing Authority  
90 Church Street  
New York, NY 10007**

**Subject: 120-Day Waiver for RFQ# 68636,1 Purchase, Installation, Maintenance  
& Repair of Copper/Silver Ionization Systems at Various Developments Citywide**

**Dear John:**

**In regard to the subject contract above, I agree to extend my bid beyond the  
customary 120 days, as set forth in the contract documents, for such a time that  
is deemed reasonable in order to allow for the completion of the award process.**

**Best Regards,**

  
**Steve Schira, President**

**FORM OF PROPOSAL**

**REQUIREMENTS CONTRACT FOR:  
THE PURCHASE, INSTALLATION,  
MAINTENANCE, AND REPAIR OF  
COPPER/SILVER IONIZATION SYSTEMS  
AT VARIOUS DEVELOPMENTS CITYWIDE**

New York City Housing Authority  
90 Church Street  
New York, New York 10007

DATE: 7/10/19

NAME: LiquiTech, Inc

ADDRESS: 421 Eisenhower Ln S  
Lombard, IL 60148

TELEPHONE: 800-635-7873

FEDERAL TAX I.D. NO.: 36-3820449

Sir/Madam:

The undersigned hereby proposes to furnish all labor, material, equipment, permits, insurance, and, if applicable, any performance or payment bonds, and to pay all applicable taxes, and to do and perform all obligations as provided in the Contract Documents for the performance of the above Contract as follows:

**BIDDER'S ADJUSTMENT FACTOR (Specify to four (4) decimal places):**

The Bidder agrees to perform the Work in the quantities specified in individual Work Authorizations issued by NYCHA pursuant this Contract for the Unit Prices specified below multiplied by the Adjustment Factor of:

0 . 8 6 8 0

(Adjustment Factor in numbers)

Zero, Decimal, Eight, Six, Eight, Zero

(Adjustment Factor in words)

**ADJUSTED UNIT PRICES:** The undersigned understands and agrees that the Adjustment Factor indicated above will be applied to the individual Unit Prices for each item listed below in this Form of Proposal to calculate Adjusted Unit Prices. NYCHA shall pay the Contractor the Adjusted Unit Prices.

Year 1					
Line #	Line-Item Description	UOM	Quantity	Unit Price	Extension
045003243	The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	11	\$31,217.50	\$343,392.50



**FORM OF PROPOSAL**

045003244	The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$43,267.50	\$129,802.50
045003245	Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	Each	324 (27 units, each inspected monthly, for a year)	\$250.00	\$81,000.00
045003246	Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	Each	60 (5 Units, each inspected monthly, for a year)	\$425.00	\$25,500.00
045003247	Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report	Each	2028 (39 Units, each inspected weekly, for a year)	\$231.41	\$469,299.48
045003248	Copper/Silver sample collection & lab analysis (3 days Turn- around time) with a report explaining the finding and a submitted plan of action report	Each	300 (25 units, each inspected monthly, for a year)	\$33.00	\$9,900.00
045003249	Copper/Silver sample collection & lab analysis (24 hours Turn-around time) with a report explaining the finding and a submitted plan of action report.	Each	84 (14 units, each inspected six times, for a year)	\$70.00	\$5,880.00
045003250	Legionella <u>sample collection</u> per building with a report explaining the finding and a submitted plan of action report	Each	420 (35 Units, each inspected monthly, for a year)	\$436.26	\$183,229.20

**FORM OF PROPOSAL**

045003251	Legionella <i>lab analysis per building</i> with a report explaining the finding and a submitted plan of action report, 30 samples per building	Each	12,600 (35 units, 30 samples per unit, each inspected monthly, for a year)	\$107.35	\$1,352,610.00
045003252	Internet monitoring with remote adjustment of system	Each	384 (32 units, each inspected monthly, for a year)	\$65.00	\$24,960.00
045003253	Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation	Each	18	\$2,475.00	\$44,550.00
045003254	Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	Each	1	\$17,100.00	\$17,100.00
045003255	Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	Each	1	\$23,100.00	\$23,100.00
Year 1 Subtotal:					\$2,710,323.68
<b>Year 2</b>					
Line #	Line-Item Description	UOM	Quantity	Cost per	Total per Year
045003243	The purchase and complete installation of 2 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$31,217.50	\$93,652.50
045003244	The purchase and complete installation of 4 - 1 Cell / 4 electrode Copper/Silver systems including all materials, parts, labor and reports for short/long term remediation plans within 24 to 48 hours	Each	3	\$43,267.50	\$129,802.50

**FORM OF PROPOSAL**

045003245	Monthly onsite servicing for 1 cell (4 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	Each	360 (30 units, each inspected monthly, for a year)	\$250.00	\$90,000.00
045003246	Monthly onsite servicing for 2 cell (8 electrodes) Copper/Silver Ionization System. (Cell switching & cleaning following manufacturers recommendations)	Each	96 (8 units, each inspected monthly, for a year)	\$425.00	\$40,800.00
045003247	Site Copper sample collection and site analysis with a report explaining the finding and a submitted plan of action report	Each	2132 (41 units, each inspected weekly, for a year)	\$231.41	\$493,366.12
045003248	Copper/Silver sample collection & lab analysis (3 days Turn-around time) with a report explaining the finding and a submitted plan of action report	Each	420 (35 units, each inspected monthly, for a year)	\$33.00	\$13,860.00
045003249	Copper/Silver sample collection & lab analysis (24 hours Turn-around time) with a report explaining the finding and a submitted plan of action report.	Each	36 (6 units, each inspected six times, for a year)	\$70.00	\$2,520.00
045003250	Legionella <u>sample collection</u> per building with a report explaining the finding and a submitted plan of action report	Each	468 (39 units, each inspected monthly, for a year)	\$442.59	\$207,132.12
045003251	Legionella <u>lab analysis per building</u> with a report explaining the finding and a submitted plan of action report, 30 samples per building	Each	14,040 (39 units, each 30 samples, each inspected monthly, for a year)	\$108.90	\$1,528,956.00
045003252	Internet monitoring with remote adjustment of system	Each	456 (38 units, each inspected monthly, for a year)	\$65.00	\$29,640.00

**FORM OF PROPOSAL**

045003253	Removal, replacement, and reinstallation of new alloy electrodes in with 4 Cu & Ag electrodes required parts for functional operation	Each	18	\$2,475.00	\$44,550.00
045003254	Removal, replacement, and reinstallation of electronic control unit. 1 to 150 apartments	Each	1	\$17,100.00	\$17,100.00
045003255	Removal, replacement, and reinstallation of electronic control unit 151 to 400 apartments	Each	1	\$23,100.00	\$23,100.00
				<b>Year 2 Subtotal:</b>	<b>\$2,714,479.24</b>
				<b>Grand Total:</b>	<b>\$5,424,802.92</b>

Adjustment Factor Bid Price in figures: \$ 4,708,779.16 Dollars.

Adjustment Factor Bid Price in words: Four Million, Seven Hundred and Eight thousand, Seven Hundred and Seventy Nine Dollars and Sixteen Cents Dollars.

Item # 045003256: ALLOWANCE FOR WORK NOT COVERED UNDER UNIT PRICES = \$100,000 R.M.E. 8/8/14

Grand Total inclusive of \$100,000 allowance in figures: \$ -100,000 \$4,808,779.16

Grand Total inclusive of \$100,000 allowance in words:

~~One Hundred Thousand and Zero~~ Dollars  
~~Four Million, Eight Hundred and Eight Thousand, Seven Hundred and Seventy Nine Dollars and Sixteen Cents~~

Allowance shall cover all labor, parts, equipment, repair and maintenance for essential services of the EPI copper silver ionization systems.

## FORM OF PROPOSAL

### NOTES

1. The quantities set forth above are estimated quantities to be used for determining the low bidder. NYCHA does not guarantee any minimum amount of work and shall be under no obligation to order such estimated quantities nor do these quantities constitute the maximum amount of work, which may be ordered under this Contract. This Contract is a requirements contract, and the Contractor shall provide all the Work required by NYCHA at the Development(s) for the duration of the Term of the Contract. The Contractor shall be paid only for Work performed based upon the applicable Adjusted Unit Prices.
2. For establishing the low bidder, bids will be evaluated by comparing the Adjustment Factor.
3. **Term Length and Optional Extension.** The term of this Contract shall be for a period of two (2) years from the commencement date specified on NYCHA's Notice to Proceed. NYCHA, in its sole discretion, shall have the option to extend the Term of this Contract for one (1) year. Payment during the Term, including any one-year extension of the Term, shall be based upon the Adjusted Unit Prices in the Form of Proposal.
4. **Tax Exemption.** Purchases of materials and supplies under the Contract between the Bidder and NYCHA are exempt from New York State and City sales tax and compensating use tax. The Bidder certifies that it has not included such taxes in this bid. NYCHA is exempt from most federal excise taxes. If the Bidder is the manufacturer of an item upon which there is a federal excise tax, the Bidder certifies that it has not included such tax in this bid.
5. **Funding Source.** This Contract is  Federal  State and/or  City Funded.
6. The Administrator for this Contract is Heating Management Services Department, (HMSD) 250 Broadway, New York, NY 10007, (212) 306-8685.

FORM OF PROPOSAL

The bidder is required to disclose the methodology used in determining the overall bid price. Itemize each labor class to be used in performance of the contract Work. Labor classifications and applicable rates can be found in the Prevailing Wage Schedule contained herein. Indicate all material costs in the aggregate, and anticipated profit and overhead. Additional information may be required by NYCHA to determine the responsiveness of the bid.

LABOR CLASSIFICATION: Handyman RATE: ~~\$38.89~~ X 4160 HRS. = \$ 161,782.40  
LABOR CLASSIFICATION: Handyman RATE: ~~\$38.89~~ X 4160 HRS. = \$ 161,782.40  
LABOR CLASSIFICATION: Handyman RATE: ~~\$38.89~~ X 800 HRS. = \$ 31,112  
LABOR CLASSIFICATION: Electrician RATE: ~~\$70.75~~ X 90 HRS. = \$ 6,367.50  
LABOR CLASSIFICATION: Plumber RATE: ~~\$102.20~~ X 320 HRS. = \$ 32,704  
LABOR CLASSIFICATION: \_\_\_\_\_ RATE: \$ \_\_\_\_\_ X \_\_\_\_\_ HRS. = \$ \_\_\_\_\_

MATERIAL COST: Install, Repair, Testing, Manufacturing, Maintenance = \$ 3,447,057

OVERHEAD: Administrative Costs, Labor <sup>RME 8/9/14</sup> = \$ ~~633,748.30~~ \$240,000 RME 8/9/14

PROFIT: ~~\$4,708,779.16~~ - ~~\$4,080,805.30~~ = \$ 627,973.86 RME 8/8/14

TOTAL ADJUSTED EXTENDED PRICE: Grand Total + Allowance = \$ ~~4,808,779.16~~ \$4,708,779.16

NOTE: All rates indicated above must be inclusive of the actual wage rate to be paid with the applicable fringe benefits combined for a total hourly rate.

RME 8/8/14 Sub Total & Allowance \$4,808,779.16 RME 8/9/14

NAME OF PERSON COMPLETING THIS SECTION (PRINT & SIGN)

Randy Ersamer <sup>Randy Ersamer</sup> DATE: 7/10/19

ADDITIONAL USEFUL INFORMATION:

Employees will be current Liquitech Employees - No hiring needed  
Evergreen Mechanical will complete plumbing work with LiquiTech supervision  
Atlas-Acon will complete electrical work with LiquiTech supervision

**FORM OF PROPOSAL**

**SECTION 3 HIRING PLAN**

See the Contract Terms and Conditions for an explanation of the Section 3 obligations that will be enforced as part of this Contract.

- A. **Section 3 Plan:** List the name of officer of Bidder who will serve as the Section 3 Plan Officer:

Randy Ersamer, Director of Business Development Northeast

- B. **Employment:** In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, the Contractor must, to the greatest extent feasible, meet numerical goals for providing training and employment opportunities to Section 3 Residents. Outline your current and anticipated workforce needs below. Attach additional sheets if necessary. See Section 48 of the General Conditions for definitions of the categories of Section 3 Residents. A "New Hire" is defined as a person who is not on the contractor's payroll for employment at the time of contract award.

**Workforce Analysis and Projection:**

<b>Trainees and Apprentices</b>						
CLASSIFICATION	CURRENT # OF TRAINEES & APPRENTICES			MAXIMUM # OF PROJECTED NEW HIRES		
	TOTAL	Categories 1 and 2	Categories 3 and 4	TOTAL	Categories 1 and 2	Categories 3 and 4
None	0			0		
<b>Skilled Workers</b>						
CLASSIFICATION	CURRENT # OF SKILLED WORKERS			MAXIMUM # OF PROJECTED NEW HIRES		
	TOTAL#	Categories 1 and 2	Categories 3 and 4	TOTAL	Categories 1 and 2	Categories 3 and 4
None	0			0		
<b>Unskilled Laborers</b>						
CLASSIFICATION	CURRENT # OF UNSKILLED LABORERS			MAXIMUM # OF PROJECTED NEW HIRES		
	TOTAL	Categories 1 and 2	Categories 3 and 4	TOTAL	Categories 1 and 2	Categories 3 and 4
None	0			0		

**FORM OF PROPOSAL**

What actions will your company take to recruit trainees, apprentices, skilled workers and unskilled laborers?

- Which Resident Associations/Organizations will you contact? None, no hiring required
- In which newspapers will you advertise job openings? None, no hiring required
- In which locations will you hang recruitment posters? None, no hiring required
- Which labor unions and apprentice programs will you contact? None, no hiring required
- Will you contact NYCHA's Department of Resident Employment Services for a list of interested Category 1 and Category 2 residents? None, no hiring required
- Will you use NYCHA's existing employment readiness programs and job placement assistance programs? None, no hiring required
- How else will you recruit Section 3 Residents? None, no hiring required

**C. Section 3 Business Concerns:**

(1) The bidder certifies that it meets the definition of a Section 3 Business Concern, as defined in Section 48, f, Part II (6) of the Instructions to Bidders and General Conditions, as follows (check one):

- Category 1-Section 3 Business Concern
- Category 2-Section 3 Business Concern
- Category 3-Section 3 Business Concern
- Category 4-Section 3 Business Concern
- The bidder is not a Section 3 Business Concern

(2) To the greatest extent feasible, the contractor must meet numerical goals for awarding subcontracts to Section 3 Business Concerns. A statement explaining the contractor's commitment to Section 3 must be sent to each subcontractor and vendor engaged under this Contract.

Outline your anticipated subcontractor and/or vendor needs in performing the Contract below. **Attach additional sheets if necessary.**

<b>Subcontractors and/or Vendors</b>			
Type of Business		\$ Value of Subcontracts	
Plumber/Evergreen Mechanical	R.M.E 8/8/14	\$	\$250,000 R.M.E 8/8/14
Electrical/Atlas-Acon	R.M.E 8/8/14	\$	\$7000 R.M.E 8/8/14
<b>Subcontracts to be Awarded to Section 3 Business Concerns</b>			
Type of Business		\$ Value of Subcontracts	
None			
<b>Section 3 Business Concern Summary</b>			
A.	Projected \$ value of all subcontractors	\$	0
B.	Projected \$ value of Section 3 subcontractors	\$	0
C.	% of section 3 subcontractors (B/A) x 100	\$	0



**FORM OF PROPOSAL**

What actions will your company take to publicize opportunities for subcontractors and vendors?

- Which Resident Associations/Organizations will you contact? None, will use current LiquiTech
- In which newspapers will you advertise? None subcontractors
- Which Business Associations will you contact? None
- In which locations will you hang recruitment posters? None
- How else will you identify subcontractors? None

**D. Certification of Section 3 Compliance**

The bidder certifies that it will comply with the Section 3 regulations and Section 48 of the Instructions to Bidders and General Conditions. The bidder's Section 3 Plan Officer agrees to meet with residents of target NYCHA developments and to provide documentation and reports required by NYCHA to confirm compliance with Section 3 requirements. Failure to comply may be deemed a breach of this contract and may result in sanctions, termination of this contract, or debarment or suspension from future contracts.

**II. BIDDER IDENTITY**

- A. If Bidder is an individual or sole proprietorship, state the Bidder's name, residence, social security number (SSN) and date of birth here if different from above.

Name	Residence	SSN/Date of Birth
------	-----------	-------------------

- B. If Bidder is a partnership, state the name, residence, social security number (SSN) and date of birth of each partner on the lines immediately below:

Name	Residence	SSN/Date of Birth
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- C. If Bidder is a corporation, state the title, name, residence, social security number (SSN) and date of birth of each principal of the corporation (i.e., officers and holders of 10% or more of the shares of the corporation) on the lines immediately below (unless the corporation is publicly held, in which case so state and omit principals).

Title/ Name	Residence	SSN/Date of Birth
CEO / Steve Schira	9 Fox Trail, Lincolnshire, IL 60069	<del>XXX-XX-3960</del> / 4/25/1940

R.M.E 8/8/14 326-32-3960

## FORM OF PROPOSAL

### III. NON-COLLUSIVE BIDDING CERTIFICATION

- A. 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:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement for 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 this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid 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 restricting competition.
- B. The fact that the party submitting this Bid has:
- (1) published price lists, rates or tariffs covering the items being procured;
  - (2) informed prospective customers of proposed or pending publication of new or revised price list for such items; or
  - (3) sold the same items to other customers at the same prices being submitted in this Bid, does not constitute, without more, a disclosure within the meaning of A (2) above.
- C. If the Bidder is unable to provide the certification of non-collusive bidding set forth in paragraph A above because one or more disclosures of prices quoted in this bid have been made to another bidder or another competitor under circumstances not covered by paragraph B above, the Bidder may state such reservation in an attachment to this Bid along with a statement of the full details of any reasons for each disclosure and NYCHA may make an award to the Bidder if NYCHA determines that such disclosure was not made for the purpose of restricting competition.
- D. No Bid will be considered for award that is not accompanied by an unqualified non-collusive bidding certification, except that bidders that have provided the statement described in paragraph C above may be considered for award in the discretion of NYCHA.
- E. If the Bid is submitted by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or local law, then the Bid shall be deemed to have been authorized by the board of directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the Non-Collusive Bidding Certification as the act and deed of the corporation.

**FORM OF PROPOSAL**

**IV. MINIMUM QUALIFICATIONS**

No Proposal will be considered from a bidder that has not been actively engaged in work like the Work to be performed under this Contract, for a period of at least three (3) years prior to the opening date of the bid. Such work must have been performed by the entity submitting the Proposal. In addition, the bidder must submit copies of previous contracts, work authorizations, and /or invoices as proof of experience with this Proposal.

To be eligible for the award of the Contract, the Bidder must meet the following minimum qualifications. Bidders who are not able to meet these minimum qualifications will be declared non-responsive and ineligible for the award of the Contract.

- A. The valid and applicable trade licenses and/or certificates listed by the Bidder in Section V of the FOP must constitute all the Bidder's and/or its sub-contractors required and applicable licenses and certificates necessary to perform the Work under the Contract (the "Required Licenses and/or Certificates"). The Required Licenses and/or Certificates must be valid as of the date of the Bid submission and the Bidder must submit copies of all Required Licenses and/or Certificates as part of its Bid.
- B. The below list of licenses and/or certifications are required:
  - Electrician (may be a subcontractor)*
  - Plumber (may be a subcontractor)*
  - NYC Department of Health & Mental Hygiene Certification*
  - EPA Certification*
- C. The bidders experience must be like the work described in the Scope of Work within the Contract Specifications and for the requisite amount of years.
- D. The Bidder must submit the completed Contractor Experience Form on the form included with the FOP. The information submitted by the Bidder on this form must include:
  1. at least three contracts performed by the Bidder as the prime contractor within the past five (5) year(s) (the "Prior Contracts"); and
  2. that at least three (3) of the Prior Contracts have a dollar value, in the aggregate (all taken together combined), that is not less than two and one-half (2-1/2%) percent of the Bidder's Total Base Bid.

**V. TRADE LICENSES**

List the type of Bidder's trade licenses along with their numbers:

License Type	License Number
Master Plumber	P009876
Master Electrician	11809

FORM OF PROPOSAL

VI. CERTIFICATION OF REVIEW OF ALL CONTRACT DOCUMENTS

The bidder certifies to having received and examined this Form of Proposal as well as the latest edition of the New York City Housing Authority's Special Notices and Conditions, Instructions to Bidders, General Conditions, the Specifications, modifications contained in all addenda ("Addenda"), if any, the drawings and plans, if any, and any and all other documents prepared by NYCHA and agreed to by the Bidder based on the foregoing Bid (all of the foregoing documents, as well as other documents specified in Section 1 of the General Conditions, are collectively referred to as "Contract Documents"), and will perform all stated Work, terms, conditions and provisions, and any special conditions therein, for the Adjusted Unit Prices, and that all such Contract Documents are hereby incorporated and made part of this Bid.

Name of Bidder: LiquiTech, Inc  
(Individual, sole proprietorship, partnership or corporation)

Signature: \_\_\_\_\_



(Affix corporate seal here if applicable)



**FORM OF PROPOSAL**

**FORM OF AFFIDAVIT FOR BIDDER THAT IS  
A CORPORATION**

**INSTRUCTIONS:**

When Bidder is a corporation, the Bid Proposal must be signed in the name of the corporation by a duly authorized officer or director who has been authorized by the Board of Directors to make such proposal. In addition, such officer or director must sign the acknowledgment below in the presence of a notary public.

STATE OF: Illinois )

COUNTY OF: DuPage )

Being duly sworn, says I am the CEO/President of LiquiTech Inc, the corporation that is described in and executed the foregoing Bid Proposal by authority of the board of directors of such corporation. I reside at 9 Fox Trail Lincolnshire, IL 60069. I know the seal of said corporation; and affirm that the seal affixed to the foregoing bid is such seal; that it was so affixed by order of the board of directors of said corporation; and that I signed my name thereto by like order; I have read the Bid Proposal and have knowledge of the several matters therein stated, and they are in all respects true.

  
(Signature of person verifying the Bid)

Subscribed and sworn to before me this

23 day of July, 2019


  
Notary Public or Commissioner of Deeds



68250-1

4/18/2013

1/17

 <p align="center"><b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> Office of Pesticide Programs Antimicrobials Division (7510C) 1200 Pennsylvania Avenue NW Washington, D.C. 20460</p> <p align="center"><b>NOTICE OF PESTICIDE:</b> <input checked="" type="checkbox"/> Registration <input type="checkbox"/> Reregistration  (under FIFRA, as amended)</p>	<p>EPA Reg. Number: 68250-1</p>	<p>Date of Issuance: <b>APR 18 2013</b></p>
	<p>Term of Issuance: <b>Conditional</b></p>	
	<p>Name of Pesticide Product: <b>LIQUIDATOR® Electronic Ionization System</b></p>	
<p>Name and Address of Registrant (include ZIP Code):  LiquiTech, Inc. 421 Eisenhower Lane South Lombard, IL 60148</p>		
<p><small>Note: Changes in labeling, differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.</small></p>		
<p>On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act.</p> <p>Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.</p> <p>This product is conditionally registered in accordance with FIFRA sec 3(c)(7)(A) provided that you:</p> <ol style="list-style-type: none"> <li>1. Submit and/or cite all data required for registration of your product under FIFRA sec. 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for re-registration of your product under FIFRA section 4.</li> <li>2. Make the labeling changes listed below before you release the product for shipment:             <ol style="list-style-type: none"> <li>a. Revise the "EPA Registration Number to read, "EPA Reg. No. 68250-1".</li> </ol> </li> </ol>		
<p>Signature of Approving Official:  Marshall Swindell Product Manager Team-33 Regulatory Management Branch I Antimicrobials Division (7510P)</p>	<p>Date:  <b>APR 18 2013</b></p>	

New York State Department of Environmental Conservation  
Pesticide Product Registration Section  
625 Broadway  
Albany, NY 12233-7257

<b>Status Key</b> R - Registered S - Suspended D - Discontinued
--

### Certificate of Pesticide Registration

The products listed below are authorized for distribution, sale, offer for sale or use in New York State as of the date issued. Any product listed as restricted requires a Commercial Permit from this Department for distribution, offer for sale, or sale and may be sold only to other Commercial Permit holders or certified applicators. Registration is not an endorsement or approval by the Department of any product or claims made for it. No reference may be made to the New York State Department of Environmental Conservation in labeling or advertisements. Registration may be cancelled pursuant to applicable law and rules and regulations. The composition of each product and label used on it must be the same as those submitted by the registrant. Only labels approved by the Commissioner, or his designee, may represent a pesticide.

LIQUITECH INC  
C/O TECHNOLOGY SCIENCES GROUP  
712 5TH ST STE A  
DAVIS, CA 95616

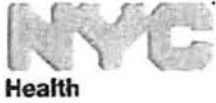
EPA Company No. 68250  
Total Products 1  
Issued 03/13/2018  
Expires 03/31/2020

Status	Registration No.	Product Name	Restriction
R	68250-1	LIQUIDATOR ELECTRONIC IONIZATION SYSTEM	

Authorized By HETTER, KATHERINE

A Certificate of Registration for Pesticides is **Not** transferable. If there is a change in business ownership, a new application and fee(s) are necessary.

Each product with "RESTRICTED" in the "Restriction" column above meets the criteria for classification as "restricted use" under the rules and regulations of 6NYCRR 326 and is restricted in its purchase, distribution, sale, use and possession in New York. For specific information, please visit <http://www.dec.ny.gov/regs/2491.html> or call (518) 402-8768. Under 6NYCRR 362.3(a), for this product you must have a commercial permit to distribute, sell, offer for sale, purchase for the purpose of resale, or possess for the purpose of resale in NYS. For specific information, please visit <http://www.dec.ny.gov/permits/209.html> or call (518) 402-8748. The Pesticide Reporting Law (PRL) in Article 33 Title 12 of the Environmental Conservation Law requires reporting by retailers and applicators. For specific information, please visit <http://www.dec.ny.gov/chemical/27506.html> or call (518) 402-8748.



The City of New York  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

LIQUITECH INC  
421 EISENHOWER LANE SOUTH  
LOMBARD, IL 60148

**PERMIT/LICENSE TYPE:**

ADDING CHEMICALS TO WATER SUPPLY - LICENSE

RECORD NUMBER: 41343608 CODE: PUBLIC HEALTH ENGINEERING  
CLASS/SUBCLASS: ADD CHEMICAL TO WATER  
ISSUE DATE: 02/27/2019  
EXPIRATION DATE: 03/31/2020  
PERMITTEE/LICENSEE NAME: LIQUITECH INC

**ADDRESS OF PERMITTED ENTITY/LICENSED INDIVIDUAL:**

421 EISENHOWER LANE SOUTH EISENHOWER LANE SOUTH  
LOMBARD, IL 60148

This permit/license is issued to the individual person or other entity named above to conduct a business or other activity regulated by this Department. It is granted in accordance with provisions of the New York City Health Code or other law regulating this activity. This permit/license is not transferable to any other individual or entity or for use at any other premises and is subject to suspension or revocation for failing to comply with the Health Code or other applicable law.

OXIRIS BARBOT, MD  
COMMISSIONER OF HEALTH AND MENTAL HYGIENE

**POST CONSPICUOUSLY**

COMPLAINTS MAY BE MADE BY PHONE TO 311 OR ONLINE AT NYC.GOV/311



**NYS** MASTER ELECTRICIAN

Name: Arthur Grossman

License No: 11809

Issue Date: 01/14/2019

Exp. Date: 03/12/2020



*Pat Chandler*  
Commissioner's Signature

**MASTER ELECTRICIAN**

Name	Arthur Grossman
Business Name	ATLAS-ACON ELECTRIC SERVICE CORP
Business Address	283 Hudson Street, New York, NY, 10013
Firm#	000176



A011809

*Arthur G. Grossman*


**NYC** Buildings **MASTER FIRE SUPPRESSION PIPING CONTRACTOR**

Name: Herbert Greenberg

License No: 2-B

Issue Date: 06/24/2019

Exp. Date: 06/01/2022



Contractor's Signature

**MASTER FIRE SUPPRESSION PIPING CONTRACTOR**

Name	Herbert Greenberg
Business Name 1	EVERGREEN MECHANICAL CORP
Business Name 2	
Business Address	892 East 141st Street, Bronx, NY 10454



*Herbert Greenberg*


**NYC** Buildings **MASTER PLUMBER**

Name: Herbert Greenberg

License No: 9876

Issue Date: 06/24/2019

Exp. Date: 06/01/2022




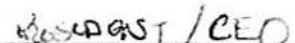

Contractor's Signature

**MASTER PLUMBER**

Name	Herbert Greenberg
Business Name 1	EVERGREEN MECHANICAL CORP
Business Name 2	
Business Address	892 East 141st Street, Bronx, NY 10454



*Herbert Greenberg*

CONTRACTOR EXPERIENCE FORM		NEW YORK CITY HOUSING AUTHORITY PROCUREMENT 90 CHURCH STREET, NEW YORK, NY 10037				
FIRM NAME LiquiTech, Inc		ADDRESS 421 Eisenhower Ln S, Lombard, IL, 60148				
TEL NO 646-864-4037	E-MAIL rerspamer@liquitech.net	FEDERAL TAX NO 36-3820449				
CONTRACT TITLE Purchase, Installation & Maint	CONTRACT NO RFQ 68636	DEVELOPMENT NYCHA	TRADE LICENSE (if Required)	LICENSE NO.		
<b>EXPERIENCE:</b> LiquiTech has experience for 30 years in manufacturing, installing, maintaining and repairing Copper-Silver Ionization Systems. LiquiTech has thousands of customers nationwide in Healthcare, Residential, Commercial and Industrial applications and is recognized as the premier Copper-Silver vendor. LiquiTech also provides services for testing of Copper-Silver levels in water as well as Legionella. Additionally, LiquiTech employees provide service to Copper-Silver Ionization systems.						
CONTRACT TITLE	ROLE (PRIME OR SUB-CONTRACTOR)	DESCRIPTION OF WORK	CONTRACT VALUE	PERCENT (%) OF CONTRACT WORK COMPLETED	DATE COMPLETED OR ANTICIPATED COMPLETION DATE	REFERENCE CONTACT (NAME ADDRESS & TELEPHONE NO. OF CLIENT COMPANY, AGENCY AUTHORITY, OWNER, AGENT OR CONTRACTING OFFICER)
Riverview House - Section 8 HUD	Prime	Installation, Maintenance and Repair of Copper-Silver Ionization	\$177,000	100	2011-Present	Joliz Smith, Property Manager 169C Sedgwick, Essex, NY 10453 646-325-6730
Mount Sinai Hospital	Prime	Installation, Maintenance and Repair of Copper-Silver Ionization	\$904,252	100	2007-Present	Michael Rocco, Sr Director of Engineering, 1 Gustave L. Levy Pl, New York, NY 10025, 212-241-6595
Montefiore Moses	Prime	Installation, Maintenance and Repair of Copper-Silver Ionization	\$404,936	100	2009-Present	Faraz Rashid, Maintenance Manager, 111 E 210th St, Bronx, NY 10467 718-520-5434
Memoria Sloan Kettering	Prime	Installation, Maintenance and Repair of Copper-Silver Ionization	\$259,000	100	2007-Present	John Lalson, VP of Facilities, 1275 York Ave, New York, NY 10065 212-839-8033
Liquitech, Inc PRINT NAME OF COMPANY		 OFFICER TITLE OF COMPANY		 OFFICER TITLE OF COMPANY OFFICER		
SWORN BEFORE ME THIS <u>23</u> DAY OF <u>July</u> , 20 <u>11</u>		 NOTARY PUBLIC				



NOTE TO CONTRACTOR: SUBMIT THIS FORM WITH YOUR BID PACKAGE



# HORTON

November 20, 2019

New York City Housing Authority  
90 Church Street  
New York, NY 10007

Re: LiquiTech, Inc.  
Re: Citywide Developments  
RFQ Number: 68636, 1  
Amount: \$4,808,779.16

To Whom It May Concern,

Please allow this to serve as verification that the attached and enclosed Performance and Payment Bonds for the above referenced project valid and are executable.

Please do not hesitate to reach out to me with anything.

Sincerely,



David J. Roth  
Philadelphia Indemnity Insurance Company  
Attorney-In-Fact  
Direct Dial Number: (312)989-1490

**FORM OF BID BOND**

KNEW ALL MEN BY THESE PRESENTS, that we

LiquiTech, Inc.

421 Eisenhower Lane S

Lombard, IL 60148

hereinafter referred to as the "Principal," and

Name Philadelphia Indemnity Insurance Company

Address One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004-1403

hereinafter referred to as the "surety" are held and firmly bound to the NEW YORK CITY HOUSING AUTHORITY, hereinafter referred to as the "AUTHORITY," or to its successors and assigns, in the penal sum of

Two hundred Seventy-one thousand, Two hundred Forty 15/100 Dollars (\$ 271,240.15 )

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

WHEREAS, the Principal is about to submit or has submitted to the Authority the accompanying Proposal, hereby made part hereof, for a contract in writing known as

Contract No. ~~RFQ 68303~~ RFQ 68636 RME 8/8/14

for Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems for NYCHA

at Various Locations

NOW, THEREFORE, the condition of this obligation are such that if the Principal shall not withdraw said bid without the consent of the Authority for a period of one hundred twenty (120) days after the opening of bids and, in the event of acceptance of the Principal's Proposal by the Authority, if the Principal shall:

- a) within five (5) days after notification by the Authority of such acceptance, furnish a Performance and separate Payment Bond, as may be required by the Authority, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the Authority and shall be executed by good and sufficient sureties, and
- b) in all respect comply with the provisions of the Instructions to Bidders for contract, hereby made part of, or if the Authority shall reject the aforesaid bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the bid of the Principal shall be accepted and the Contract be awarded to him/her, the Surety hereunder agrees, subject only to the payment by the Principal of the premium therefore, if requested by the Authority, to write the aforementioned Performance and Payment Bonds in the forms set forth in the Contract Documents.

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

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the Authority, either a Performance Bond or a Payment Bond or both, shall not be required by the Authority on or before the 30<sup>th</sup> day after of the date of acceptance.

The Surety, for value received, hereby stipulates and agrees that the obligations for the surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the Authority will receive or open bids, or by any extensions of the time within which the Authority may accept the Principal's Proposal, or by any waiver by the Authority of any of the requirements of the Instructions to Bidders; and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 5th day of August, 2019.

(SEAL)

LiquiTech, Inc.

Principal

By: 

Title: Steve Schira CEO/President

(SEAL)



Philadelphia Indemnity Insurance Company

Surety

By: 

Title: April C. Arnold, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF Illinois

SS#

COUNTY OF DuPage

On this 5th day of August, 2019 before me personally came Steve Schira to me known, who being by me duly sworn did depose and say that he/she resides at 9 FoxTrail Lincolnshire IL 60069 that he/she is the CEO/President of Liquitech Inc the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was affixed by order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto be like order.

*Margo Brown*

Notary Seal



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF \_\_\_\_\_

SS#

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be one of the Members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Seal

ACKNOWLEDGEMENT OF PRINCIPAL, IF A INDIVIDUAL

STATE OF \_\_\_\_\_

SS#

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Seal

Acknowledgment of Surety

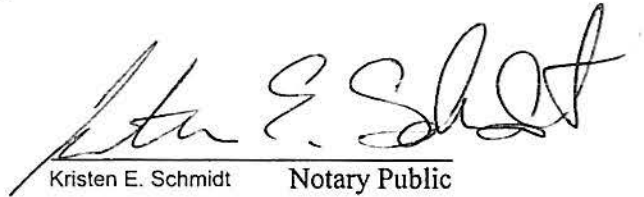
State of IL )

County of Cook ) ss.:

On the 5th day of August in the year 2019 before me Kristen E. Schmidt, Notary Public personally came to me April C. Arnold known, who, being by me duly sworn, did depose and say that he/she resides in Orland Park (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the duly appointed Attorney-in-Fact of the Philadelphia Indemnity Insurance Company the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she signed his/her name thereto by like authority.



(Notary Seal)

  
Kristen E. Schmidt Notary Public

January 31, 2021  
Notary Public Commission  
Expiration Date



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

**Surety Bond Number:** Bid Bond  
**Principal:** LiquiTech, Inc.  
**Obligee:** New York City Housing Authority

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint April C. Arnold its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

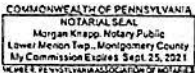
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5<sup>th</sup> day of August, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

The rate of premium for this bond is: \$20 per thousand

Total amount of premium charged for this bond is: \$96,176.00

**PERFORMANCE BOND**

Bond No.: PB02230800165

**KNOW ALL MEN BY THESE PRESENTS, THAT we,**

LiquiTech, Inc.

421 Eisenhower Lane S

Lombard, IL 60148

herein after referred to as the "Principal", and

Philadelphia Indemnity Insurance Company

One Bala Plaza East, Suite 100

Bala Cynwyd, PA 19004-1403

Herein after referred to as the "Surety", are held and firmly bound to the NEW YORK CITY HOUSING AUTHORITY, herein after to as the "Owner", or to its successors and assigns, in the penal sum of

Four Million Eight Hundred Eight Thousand Seven Hundred Seventy Nine Dollars and

16/100

(\$ 4,808,779.16 ) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to enter, or has entered, into a Contract in writing with the Owner for

RFQ 68636, Citywide Developments, purchase, installation, maintenance, and repair of

copper/silver ionization systems at various developments citywide.

Performance Bond

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true meaning, and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which the owner may incur in making good any such default; and

Further, shall pay or cause to be paid all lawful claims of Subcontractors, Materialmen, and workmen, and all lawful claims of third persons arising out of or in connection with or because of the performance of Work at the site of the Project, then this obligation shall be void, otherwise the same to remain in full force and effect.

This undertaking is for the benefit of all Subcontractors, Materialmen, and working men having just claims and for the benefit of all other third persons having just claims arising out of or in connection with the said Contract and work performed thereunder, as well as for the benefit of the owner itself, but the rights and equities of all other beneficiaries or obligees hereunder shall be subject and subordinate to those of the Owner. Should any beneficiary or obligee hereunder, other than the Owner, file or make claims against the Principal or Surety, the said Principal and Surety shall promptly thereafter, or in any event at least fifteen (15) days prior to the payment of such claims, notify the Owner by registered mail of such claims.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Principal fails or neglects to so fully perform and complete such Work. The Surety further agrees to commence such Work of Completion within twenty (20) days after written notice thereof from the owner, and to complete such work within twenty (20) days from the expiration of the time allowed the principal in the Contract for the completion of such Work.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by an waiver of any provisions thereof, or of any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications,

Performance Bond

omissions, additions, changes, payments, waivers, assignments, subcontractors and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be or in relation to said Principal.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 20th day of November, 2019.

(Seal)

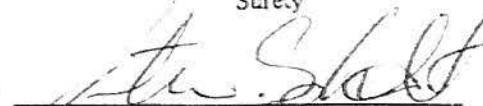
LiquiTech, Inc

Principal

By 

Philadelphia Indemnity Insurance Company

Surety

By   
Kristen Schmidt Attorney-in-Fact



Performance Bond

ACKNOWLEDGMENT OF PRINCIPAL,  
IF A CORPORATION

STATE OF ILLINOIS  
COUNTY OF DUPAGE

SS:

On this 20<sup>th</sup> day of November, 2019

before me personally came Steve Schira to me known, who, being, by me duly sworn; did depose and say that he resides at 9 Fox Trail  
Lincolnshire IL 60069;  
that he is the President of Liquitech Inc  
the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that it was so affixed by order of the board of directors of such corporation, and that he signed his name thereto by like order.

Margo Brown  
Notary Public or Commissioner of Deeds



Performance Bond

The of premium for this bond is: \$20 per thousand

Total amount of premium charged for this bond is: \$96,176.00

**PAYMENT BOND**

Bond PB02230800165

**KNOW ALL MEN BY THESE PRESENTS, That we,**

LiquiTech, Inc

421 Eisenhower Lane S

Lombard, IL 60146

Herein after referred to as the "Principal", and

Philadelphia Indemnity Insurance Company

One Bala Plaza East, Suite 100

Bala Cynwyd, PA 19004-1403

Hereinafter referred to as the "Surety", are held and firmly bound to the NEW YORK CITY HOUSING AUTHORITY, herein after referred to as the "Owner", or to its successors and assigns, in the penal sum of \_\_\_\_\_

Four Million Eight Hundred Eight Thousand Seven Hundred Seventy Nine Dollars and 16/100

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

Whereas, the Principal is about to enter, or has entered, into a Contract in writing with the Owner for

RFQ 68636, Citywide Developments' purchase, installation, maintenance, and repair of copper/silver

ionization systems at various developments citywide

Payment Bond

A copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

- (a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the work under said Contract, and by any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and
- (b) Materials and supplies (whether incorporated in the permanent structure or not), as well as equipment, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto:

then this obligation shall be void; otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety agree that this bond shall be for the benefit of any Material man or laborer having a just claim, as well as the Owner itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgement and execution without the necessity of joining with any other person as party plaintiff.

- (c) The Principal and Surety agree that neither of them will hold the Owner liable for any judgment for costs or otherwise, obtained by either or both of them against a or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety, or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm, or corporation, including Subcontractors, Materialmen and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for the value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time is required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any work to be performed, or any moneys due to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.



IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

20th day of November, 2019.

(Seal)

LiquiTech, Inc.

Principal

By

Philadelphia Indemnity Insurance Company

Surety

By

Kristen Schmidt

Attorney-in-Fact



Payment Bond

ACKNOWLEDGEMENT OF PRINCIPAL,  
IF A CORPORATION

STATE OF Illinois

COUNTY OF DuPage S.S:

On this 20<sup>th</sup> day of November, 2019,  
before me personally came Steve Schira to me known,  
who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_  
9 Fox Trail Lincolnshire IL 60069  
that he is the PRESIDENT of Liquitech Inc  
\_\_\_\_\_, the  
corporation described in and which executed the foregoing instrument; that he knows the  
seal of such corporation; that one of the seal; that it was so affixed by order of the board of  
directors of such corporation, and that he signed his name thereto by like order.

Margo Brown  
Notary Public or Commissioner of Deeds



Payment Bond

STATE OF ILLINOIS  
COUNTY OF WILL

I, **Michael Dechene** a Notary Public in and for the state and county aforesaid, do hereby certify that **Kristen Schmidt** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free voluntary act as **Attorney-in-Fact** of **Philadelphia Indemnity Insurance Company** the free and voluntary act of the **Philadelphia Indemnity Insurance Company** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of November A.D. 2019

Notary Public in and for the State of Illinois  
Michael Dechene



Notary Public



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

**Surety Bond Number:** PB02230800165

**Principal:** LiquiTech, Inc.

**Obligee:** New York City Housing Authority

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kristen Schmidt** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

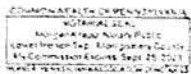
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>th</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knopp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Savago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of November, 2018.



Edward Savago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS, That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John J Naso, Jr., Kristen Schmidt, April C Arnold and David J Roth of The Horton Group**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016:

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto and also to execute and file with any court, Attorney-in-fact and to conduct such litigation. And that

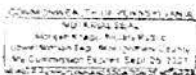
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 27<sup>th</sup> DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the herein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public

residing at

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Savago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20<sup>th</sup> day of November 19

Edward Savago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

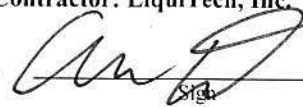
Contract #: 68636,1

Contractor: LiquiTech, Inc.

Date: 8/23/19

Approved  Returned  Comments

Preparer: Alicen Hwang  
Print



Approver: J. Engled  
Print



Sign

**Review of RTA, Bid Tab, Oracle/Sourcing & City Record comparison for Award**

YES	NO	N/A	REQUIRED INFORMATION	COMMENT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Is RTA attached?	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Is bid tab attached?	4,808,779.16
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Date of Bid Opening	7/10/2019 7/8/19(?)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Date of Bid Closing	8/05/2019
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Advertisement date: at least 10 days before bid date for supplies and materials; 20 days otherwise	The City Record published the RFQ on 7/8/19. However, NYCHA submitted corrections to City Record to have the RFQ published on 7/10/19. City Record did not follow through on NYCHA's request. Oracle opened the bid on 7/10/19. Nonetheless, the bid was advertised the required amount of days. Senior management does not have any issues with the publication discrepancy.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Name of Development(s)	Various Developments Citywide
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Contract No./RFQ No.	RFQ 68636,1
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Contract Title	SMD Purchase, Installation, Maintenance & Repair of Copper/Silver Ionization Systems at Various Developments Citywide
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Net Liquid Assets (APEX). If expired, was a request submitted?	All NLA information on APEX is blank. Emailed Nilda on 8/19/19 to run NLA test.

**Award Information and Awardee Bid Price: \$4,808,779.16**

YES	NO	SOLE	REQUIRED INFORMATION	COMMENT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Award to 1 <sup>st</sup> low bidder (if not, why?)	Reason:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Does the RFQ require Board Approval? (If sole bid must be over \$100,000)	

**Cost Estimate: \$5,524,803.00**

YES	NO	N/A	REQUIRED INFORMATION	COMMENT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Was TSD contacted to verify the accuracy of the cost estimate? If TSD revised the cost estimate, please list updated cost estimate and TSD reasoning in the Comment Section.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Is bid amount within +/- 15% of NYCHA's cost estimate?	LiquiTech's Bid Factor: 0.8680.
		<input checked="" type="checkbox"/>	Price Justification Required?	
		<input checked="" type="checkbox"/>	If sole bid, has a vendor outreach been conducted?	

**Review of Form of Proposal**

YES	NO	N/A	REQUIRED INFORMATION	COMMENT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Is the contract subject to PLA? If required, were Sub-Contractor Letter of Assents received?	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Subcontractor List, if applicable?	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bid Proposal Face Sheet Completed	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Name of development	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bidder's name and address	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bid in words and figures	

<input checked="" type="checkbox"/>	X		Calculations on price justification page correct?	
<input checked="" type="checkbox"/>	X		Section 3 / REP Hiring Plan completed	
<input checked="" type="checkbox"/>	X		Principal's name, address, SSN (is list exhaustive?)	
<input checked="" type="checkbox"/>	X		Complete appropriate Form of Affidavit	
<input checked="" type="checkbox"/>	X		Affidavit notarized	
<input checked="" type="checkbox"/>	X		Affidavit dated on or before bid date	
<input checked="" type="checkbox"/>	X		Confirm signatory is one of bidders	
<input checked="" type="checkbox"/>	X		Copy of all unexpired licenses/certificates (for example plumber/electrician and EPA/OSHA)	EPA Pesticide Registration Certificate. ✓ New York City Department of Health and Mental Hygiene license. ✓ LiquiTech provided their subcontractors' licenses: Evergreen Mechanical Corp. Master Plumber and Master Fire Suppression Piping Contractor licenses. ✓ Atlas-Acon Electric Service Corp. Master Electrician license. ✓
<input checked="" type="checkbox"/>	X		Prior experience requirement satisfied (if required)	LiquiTech provided invoices corresponding with their Contractor Experience form.
<input checked="" type="checkbox"/>	X		Bid Factor Worksheet Complete and Correct based on FOP/Bid in Oracle? (If Applicable)	LiquiTech had to submit a new bid factor worksheet because the original bid factor worksheet did not incorporate the allowance amount in the "Grand Total."
<input checked="" type="checkbox"/>	X		Original page sequence	
<input checked="" type="checkbox"/>	X		Corrections initialed and dated	

**Required Documents**

YES	NO	N/A	REQUIRED INFORMATION	COMMENT (date received, if not submitted at time of bid)
<input checked="" type="checkbox"/>			Letter from Office of Inspector General Included Addressing Anti-Corruption?	
<input checked="" type="checkbox"/>			Paid Sick Leave Rider Present?	
<input checked="" type="checkbox"/>			Non-Collusive Certification	
<input checked="" type="checkbox"/>			HUD Form 50071 (Certification of Payments to Influence Federal Transactions)	
<input checked="" type="checkbox"/>			HUD Form 2992 (Certification Regarding Debarment and Suspension)	
<input checked="" type="checkbox"/>			HUD Form 50070 (Certification for a Drug Free Workplace)	
<input checked="" type="checkbox"/>			HUD Form 2530 (Previous Participation Certificate)	
<input checked="" type="checkbox"/>			HUD Form 5369-A (Representations & Certifications)	Required for bids after 1/28/19
<input checked="" type="checkbox"/>			Bid Security (If Required)	LiquiTech had to submit a corrected bid bond form because the incorrect RFQ number was listed.
<input checked="" type="checkbox"/>			Payment of Performance Bonds (If Applicable)	
<input checked="" type="checkbox"/>			120 Day Letter, if required	
<input checked="" type="checkbox"/>	X		Bid Documents Signed by Principal? (If not, is a letter granting signatory approval attached)	LiquiTech provided a letter authorizing non-principal to sign documents.
<input checked="" type="checkbox"/>			Appropriate Terms and Conditions (e.g., Special Conditions; or NYCHA Instructions to Bidders and General Conditions for non-Federal)	IS (requirements)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Addenda acknowledgment completed (if present)?	
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Doing Business Data Form completed (if required)	Not needed for Sealed Bids
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	RRP/EPA Certification (If Applicable)	
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Apprenticeship Program (Paint contracts over \$500,000)	

**Board Resolutions for Contracts over \$1,000,000 or Sole Bid**

YES	NO	N/A	REQUIRED INFORMATION	COMMENT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Development(s) name	Citywide
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Board Resolution No.	19-H/26-51
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Subject of resolution	Award of Requirement Contract: Purchase, install, Maintenance Repa Copper Silver Ion System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Contractor name consistently stated	LiquiTech, Inc.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Contract No./RFQ No.	686.36
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bid date	8/5/2019
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bid amount	\$4,808,779.16
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Opinion of Counsel (Sole Source/Emergency Contract) & Exemption Certificate	



## RTA MEMORANDUM

To: File

From: Aliene Hwang

Date: August 19, 2019

Re: RFQ #68636,1 – SMD – Purchase, Installation, Maintenance, & Repair of Copper/Silver Ionization Systems – Various Developments Citywide  
**Recommendation to Award: LiquiTech, Inc.**

Award of the services described in the Subject RFQ is recommended to the lowest responsive and responsible bidder, LiquiTech, Inc. (“Vendor”), for a bid factor of 0.8680 and a total base bid price of \$4,808,779.16. The New York City Housing Authority’s (“Authority”) cost estimate was verified by the Technical Services Department (“TSD”) as being accurate. A bid bond was provided by the Vendor.

The Vendor was asked to provide a Master Electrician license, a Master Plumber license, a New York City Department of Health & Mental Hygiene (“DOHMH”) license, and an Environmental Protection Agency (“EPA”) certification. The Vendor provided all the required licenses and certifications. Additionally, the Vendor has the required three years’ experience performing the Subject RFQ’s scope of work based on their work history. The Vendor worked as the prime contractor at Montefiore Moses Hospital from 2016 – 2019 in addition to working at Memorial Sloan Kettering Hospital and Riverview House from 2017 – 2019. Each of these contracts are worth more than \$120,000.00.

Three of the Vendor’s references were contacted: Joliz Smith, Property Manager at Riverview House; John Letson, Vice-President of Facilities at Memorial Sloan Kettering; Feroze Rasheed, Maintenance Manager at Montefiore Moses Hospital. All the references verified the Vendor’s experience installing copper/silver ionization systems and providing water testing services. Moreover, the references stated the Vendor provides great service and they have had no issues with their work. The references continue to employ the Vendor.

For the foregoing reasons, LiquiTech, Inc. is recommended as the lowest responsive and responsible bidder for the Subject RFQ.

**HEALTH AND MENTAL HYGIENE**

## ■ AWARD

*Goods*

**DATA/FILE SECURITY HARDWARE/SOFTWARE, TO INCLUDE ENCRYPTION.** - Small Purchase - PIN#20MI010601R0X00 - AMT: \$134,962.00 - TO: Stellar Services, Inc., 70 West 36th Street, Suite 702, New York, NY 10018.

◀ jy8

**HOUSING AUTHORITY**

## ■ SOLICITATION

*Services (other than human services)*

**IT-TRAINING SERVICES FOR TENANT DATA MANAGEMENT AND RENT COLLECTION SYSTEM** - Request for Proposals - PIN#68614 - Due 8-5-19 at 2:00 P.M.

NYCHA, is implementing a new Siebel CRM and Oracle eBusiness system ("System"), which shall manage NYCHA's tenant management and rent collection processes. In connection with such implementation, NYCHA, seeks proposals ("Proposals") from System Integrators, IT Consulting firms, and Training Consultants (the "Proposers") to develop and provide for up to 1,750 NYCHA employees ("end users") comprehensive end-user training which trains end users to use the System ("Training") as detailed more fully within Section II of this RFP (collectively, the "Services"). NYCHA anticipates that approximately 1,692 end users will require Training, but reserves the right to require Training Services for up to 1,750 end users.

NYCHA, intends to enter into one (1) agreement (the "Agreement") with the selected Proposer (the "Selected Proposer" or the "Consultant") to provide the Services. NYCHA seeks the Consultant to provide one (1) engineer, meeting the qualifications described below, to provide the Services, at any given time during the Term.

The term ("Term") of the awarded Agreement shall be two (2) years (the "Initial Term"), with up to one (1) additional one-year optional renewal periods (each a "Renewal Period"), exercisable, at NYCHA's sole discretion by written notice to the Consultant. The cost for the Services to be performed during the Initial Term and, if applicable, Renewal Period(s) shall be the price(s) set forth in the Consultant's Cost Proposal (defined herein), subject to any modifications thereto prior to the execution of the Agreement by and between NYCHA and the Consultant.

In the event that a Proposer has any questions concerning this Solicitation: they should be submitted to the Solicitation Coordinator, Jieqi Wu via email [Jieqi.Wu@nychanyc.gov](mailto:Jieqi.Wu@nychanyc.gov), (c: Robert.Algozini@nychanyc.gov), no later than 2:00 P.M. EST, on July 12, 2019. The subject name of the email must clearly denote the title of the Solicitation for which questions are being asked. All questions and answers will be shared with all the Proposers receiving this Solicitation by July 22, 2019. In order to be considered, each proposer must demonstrate experience in performing the same or similar scope of Services as those outlined in the referenced Scope of Work, Section II and the selected proposer must satisfy the minimum required qualifications as outlined in Sections V. The proposal should contain sufficient details to enable NYCHA to evaluate it in accordance with the criteria set forth in Section V; Evaluation Criteria of this Solicitation.

Proposer shall electronically upload a single .pdf containing its Proposal, which may not exceed 4G, into iSupplier. Instructions for registering for iSupplier can be found, at <http://www1.nyc.gov/site/nychanyc/business/isupplier-vendor-registration.page>. After Proposer registers for iSupplier, it typically takes 24 to 72 hours for Proposer's iSupplier profile to be approved. It is Proposer's sole responsibility to leave ample time to complete iSupplier registration and submit its Proposal through iSupplier before the Proposal Submission Deadline. NYCHA is not responsible for delays caused by technical difficulty or caused by any other occurrence. NYCHA will not accept Proposals via email or facsimile. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. Proposers should refer to Section IV; Proposal Submission Procedure and Proposal Content Requirements of this Solicitation for details on the submission procedures and requirements. Each proposer is required to submit one (1) signed original; five (5) additional copies and also another copy in PDF format in a Flash Drive or in a CD, which all includes all items required by Section IV to NYCHA, Supply Management Procurement Department, 90 Church Street, 6th Floor.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other*

information; and for opening and reading of bids, at date and time specified above.

*Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Jieqi Wu (212) 306-8278; Fax: (212) 306-5109; jieqi.wu@nychanyc.gov*

◀ jy8

**PROCUREMENT**

## ■ SOLICITATION

*Goods and Services*

**SMD PURCHASE, INSTALLATION, MAINTENANCE AND REPAIR OF COPPER/SILVER IONIZATION SYSTEMS -VARIOUS DEVELOPMENTS CITYWIDE** - Competitive Sealed Bids - PIN#68636 - Due 7-18-19

Contract for the purchase, installation, maintenance including watersampling, servicing, and repair of Copper Silver Ionization Systems. Contractor must be able to maintain and repair any manufacturers copper silver ionization system currently installed on NYCHA property and any different models that may be installed in the future.

Interested firms are invited to obtain a copy on NYCHA's website. To conduct a search for the RFQ number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nychanyc/business/isupplier-vendor-registration.page>. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier, current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFQ PIN/solicitation number.

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each set of RFQ documents requested. Remit payment to NYCHA Finance Department, at 90 Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFQ package will be generated, at the time of request.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids, at date and time specified above.*

*Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Miriam Rodgers (212) 306-3469; Fax: (212) 306-5109; miriam.rodgers@nychanyc.gov*

◀ jy8

**AIR CONDITIONER DEMAND MANAGEMENT CONTROLS**

- Request for Information - PIN#68580 - Due 8-5-19 at 2:00 P.M.

Extreme heat poses a significant and growing health risk to many NYCHA residents, particularly the 10,000 senior residents who are more vulnerable to heat related illness and death. To answer this, NYCHA is piloting a "smart" air conditioning program, designed to provide new wi-fi enabled window A/Cs to residents in senior developments. In addition to providing cooling, NYCHA plans to network the new A/Cs for remote activation and demand management control to provide cooling during heat waves and reduce demand charges. Doing this will require aggregating numerous individual units and monitoring them via a central, cloud-based system using the manufacturer's API platform to control the units on a demand limiting plan. Through this Request for Interest, NYCHA seeks to identify firms capable of providing relevant cloud-based IoT solutions for future related job solicitations.

Questions related to the RFI must be submitted in writing and emailed before 2:00 P.M., July 19, 2019, to Dawn.Greggs@nychanyc.gov, and copy Fiona Carbin, at [Fiona.Carbin@nychanyc.gov](mailto:Fiona.Carbin@nychanyc.gov).

Interested firms are invited to obtain a copy of the RFI on NYCHA's website. To conduct a search for the RFI number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nychanyc/business/isupplier-vendor-registration.page>. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier, current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFI PIN number.

Proposer shall electronically upload a single .pdf containing its Proposal, which may not exceed 4G, into iSupplier. Instructions for registering for iSupplier can be found, at <http://www1.nyc.gov/site/nychanyc/business/isupplier-vendor-registration.page>.

## PAID SICK LEAVE LAW CONTRACT RIDER

### Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>1</sup> All parties contracting with NYCHA (collectively, "Contractors") of the New York City Housing Authority ("NYCHA") may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City of New York's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement, contract or purchase order (collectively, "Contract"). Contractor further acknowledges that such compliance is a material term of this Contract and that failure to comply with the PSLL in performance of this Contract may result in its termination.

Contractor must notify NYCHA's Supply Management Department within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Contract. Such written notification must be sent in a sealed envelope indicating "PSLL Notice" on the outside thereof to: New York City Housing Authority, Supply Management & Procurement, 90 Church Street, New York, NY 10007, Attn: Interim Director of Supply Management & Procurement.

Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

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<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

Pursuant to the PSL and the Rules:

**Applicability, Accrual, and Use**

An employee who works within the City of New York for more than 80 hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSL ("Year") must be provided sick time. Employers must provide a minimum of one (1) hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four (4) hours per day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

#### **Exemptions and Exceptions**

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

#### **Retaliation Prohibited**

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.



### **Notice of Rights**

An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed 50 dollars for each employee who was not given appropriate notice.

### **Records**

An employer must retain records documenting its compliance with the PSL for a period of at least three (3) years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSL.

### **Enforcement and Penalties**

Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two (2) years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

### **More Generous Policies and Other Legal Requirements**

Nothing in the PSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

**NON-COLLUSIVE BIDDING CERTIFICATION**

*(Required by Section 151(5) of the New York State Public Housing Law)*

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (i) the prices in this Proposal 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 Proposer or with any competitor;
- (ii) unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- (iii) no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

**A PROPOSAL SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (i), (ii), (iii) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE PROPOSER CANNOT MAKE THE FOREGOING CERTIFICATION, THE PROPOSER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Name of Proposer\*: LiquiTech, Inc

Signature: 

Print Name: Steve Schira

Title: President

Date: 7-23-19

Subscribed to under penalty of perjury under the laws of the State of Illinois, this 23 day of July, 2019 as the act and deed of said Proposer.

Ginger S. Shermack  
NOTARY PUBLIC OR  
COMMISSIONER OF DEEDS



\* If a joint or combined Proposal is being submitted, this Certification must be certified on behalf of each participant.

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

LiquiTech, Inc

Applicant Name

Purchase, Installation, Maintenance & Repair of Copper Silver Ionization Systems - NYCHA  
Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

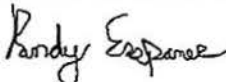
Name of Authorized Official

Randy Erspamer

Title

Director of Business Development

Signature



Date (mm/dd/yyyy)

07/11/2019

Previous edition is obsolete

form HUD 50071 (01/1 )  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3



# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

LiquiTech, Inc

Signature of Authorized Certifying Official

*Randy Espinosa*

Title

Director of Business Development

Date

7/11/2019

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

LiquiTech, Inc  
Applicant Name

Purchase, Installation, Maintenance & Repair of Copper-Silver Ionization Systems  
Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

RME 8/8/14

Various developments citywide

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Randy Erspamer

Title

Director of Business Development

Signature

*Randy Erspamer*

Date

7/11/2019

X

Previous Participation Certification

OMB Approval No. 2502-0118  
Exp. 05/31/2019

US Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

US Department of Agriculture  
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission: RFQ 68636 - Copper-Silver Ionization - NYCHA			
1. Agency name and City where the application is filed New York City Housing Authority		2. Project Name, Project Number, City and Zip Code New York City Housing Authority, RFQ 68636, New York 10001	
3. Loan or Contract amount \$ 4,808,779.16	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Proposed (New)

RME 8/8/14

RME 8/8/14


7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8. Rate of Each Principal in Project	9. SSN or IRS Employer Number
Steven Schira, 421 Eisenhower Ln, S, Lombard, IL 60148	President/CEO	326-32-3960

RME 8/8/14

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 6 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement, if applicable, to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
Steven Schira		7-23-2014	847-287-4760

This form prepared by (print name)

Randomly selected

Area Code and Tel. No. 646-864-4037

Previous Participation Certification

OMB Approval No. 2502-0118  
Exp. 05/31/2019

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participated)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, ex. date	6. Last MOR rating and Physical Insp. Score and date
Schira, Steve	Riverview House, Copper-Silver Ionization	CEO/President - 2017-present	N/A	N	N/A

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/Director, Multifamily Division	Approved	Date (mm/dd/yyyy)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Previous editions are obsolete



# Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Steve Schira, President/CEO [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit"  is,  is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
  - (b) Impair the bidder's objectivity in performing the contract work.
- [X] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it -

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a)  is,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b)  is,  is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract  is,  is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

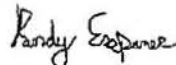
**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"  is,  is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.



7/11/19

(Signature and Date)

Randy Erspamer  
(Typed or Printed Name)

Director of Business Development  
(Title)

LiquiTech, Inc  
(Company Name)

421 Eisenhower Ln S, Lombard, IL 60148  
(Company Address)



**NEW YORK CITY HOUSING AUTHORITY  
 BID/PROPOSAL FACE SHEET**

ALL VENDORS MUST COMPLETE AND SUBMIT A BID/PROPOSAL FACE SHEET FOR CONTRACT BIDS  
 OF MORE THAN \$10,000 AS PART OF THE BID/PROPOSAL SUBMISSION.

<b>DEPARTMENT/DEVELOPMENT</b> <small>New York City Housing Authority</small>	
<b>BID/CONTRACT NUMBER</b> RFQ 68636 <small>RME 8/20/14</small>	<b>CONTRACT FOR:</b> Purchase, Installation, Maintenance & Repair of Copper Silver Ionization Systems <small>RME 8/20/14</small>
<b>BUSINESS APPLICANT NAME</b> <small>LiquiTech Inc</small>	<b>TAX ID NUMBER</b> <small>35-2020418</small>
<b>D/B/A OR TRADE NAME (If Any):</b> LiquiTech, Inc	
<b>BUSINESS ADDRESS:</b> 421 Eisenhower Ln S, Lombard, IL 60148	
<b>MAILING ADDRESS (If Different):</b>	
<b>REMIT TO ADDRESS (If Different):</b>	
<b>TELEPHONE #:</b> 800-635-7873	<b>CELL PHONE #:</b> 646-864-4037
<b>FAX #:</b>	<b>WEBSITE:</b> http://www.liquitech.com
<b>CT PERSON:</b> Randy Erspamer	<b>CONTA</b>
<b>E-MAIL ADDRESS:</b> rerspamer@liquitech.net	<b>TITLE:</b> Director of Business Development

IT IS THE POLICY OF THE NEW YORK CITY HOUSING AUTHORITY (NYCHA) TO ENSURE THAT ALL BUSINESSES HAVE AN EQUAL OPPORTUNITY TO PARTICIPATE IN ALL ASPECTS OF NYCHA'S PROCUREMENT OF GOODS AND SERVICES WITHOUT REGARD TO THE RACE, COLOR, RELIGION, MILITARY SERVICE, NATIONAL ORIGIN, SEX, AGE, DISABILITY, MARITAL STATUS OR SEXUAL ORIENTATION OF THE OWNERS, PARTNERS OR STOCKHOLDERS. FURTHER, NYCHA IS COMMITTED TO ACHIEVE MAXIMUM PARTICIPATION OF MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES (MWSBES) IN NYCHA'S PROCESS OF AWARDED CONTRACTS FOR GOODS AND SERVICES.

RME 8/8/14

PLEASE CHECK HERE IF THE FOLLOWING DOES NOT APPLY TO YOUR BUSINESS.

1. IS THIS BUSINESS AT LEAST FIFTY-ONE (51%) OWNED, CONTROLLED AND OPERATED BY (or in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by) CITIZENS OR PERMANENT RESIDENT ALIENS WHO ARE (Please Check All That Apply):

<input type="checkbox"/> ASIAN / PACIFIC - ASIAN AND PACIFIC ISLANDER AMERICAN PERSONS HAVING ORIGINS IN ANY OF THE FAR EAST COUNTRIES, SOUTH EAST ASIA, THE INDIAN SUBCONTINENT OR THE PACIFIC ISLANDS	<input type="checkbox"/> HISPANIC - HISPANIC PERSONS OF MEXICAN, PUERTO RICAN, DOMINICAN, CUBAN, CENTRAL OR SOUTH AMERICAN DESCENT, OF EITHER INDIAN OR HISPANIC ORIGIN, REGARDLESS OF RACE
<input type="checkbox"/> BLACK - BLACK PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS	<input type="checkbox"/> NATIVE AMERICAN - NATIVE AMERICAN OR ALASKAN NATIVE PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA
<input type="checkbox"/> HASIDIC JEWS	<input type="checkbox"/> WOMEN

2. CERTIFIED AS MBE, WBE, SBE OR RESIDENT OWNED BUSINESS: IS THIS BUSINESS CERTIFIED AS ANY OF THE FOLLOWING TYPES OF BUSINESS ENTERPRISE BY A GOVERNMENT AGENCY OR AUTHORITY? IF YES, ATTACH COPIES OF ALL SUCH CERTIFICATIONS.

MINORITY - OWNED BUSINESS ENTERPRISE (MBE) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	SMALL BUSINESS ENTERPRISE (SBE) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WOMEN - OWNED BUSINESS ENTERPRISE (WBE) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NYC HOUSING AUTHORITY RESIDENT OWNED BUSINESS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

3. VETERAN-OWNED BUSINESS REFERS TO A BUSINESS THAT IS AT LEAST 51% OWNED BY ONE OR MORE VETERANS, OR IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, NOT LESS THAN 51% OF THE STOCK MUST BE OWNED BY ONE OR MORE VETERANS; THE MANAGEMENT AND DAILY BUSINESS OPERATIONS ALSO MUST BE CONTROLLED BY ONE OR MORE VETERANS.

4. IS THIS VETERAN-OWNED BUSINESS CERTIFIED BY A GOVERNMENT AGENCY? IF YES, ATTACH A COPY OF A COPY OF ALL SUCH CERTIFICATION. If you have a Department of Defense Form 214 (DD 214), please attach.

VETERAN-OWNED BUSINESS  YES  NO

**PRINT NAME OF BUSINESS REPRESENTATIVE** Randy Erspamer  
 COMPLETING THIS FORM:

**TITLE:** Director of Business Development

**SIGNATURE:** Randy Erspamer **DATE COMPLETED:** 7/11/19





SPECIFICATIONS  
FOR THE PURCHASE, INSTALLATION MAINTENANCE  
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I. GENERAL

A. Provisions

1. Contract Documents: In addition to these Specifications, the Contractor is referred to the Special Notices and Conditions, Instructions to Bidders, General Conditions, Form of Proposal, and all Amendments and Addenda thereto, all of which are hereby made part of this Contract, in addition to all other documents specified in Section 1(c) of the General Conditions.
2. The Administering Department for this Contract is the Environmental Contract Services Unit of the Technical Services Department (TSDECS) located at 24-02 49th Avenue, 4<sup>th</sup> floor, Long Island City, New York 11101 (718) 707-5600. ***Bidders may gain access to survey the work area(s) prior to submitting their bid documents; by contacting the Contractor Administrator.***
3. Authority's hours of business hours are 8:00am to 4:30pm Monday through Friday (exclusive of holidays) and 8:00am to 1:00pm Saturday and Sunday. When necessary, the contract Administrator may require the Contractor to work after hours or weekends. In such case; a schedule will be coordinated between the Development's Property Manager, the contract Administrator, and the Contractor.
4. Upon award of this Contract, the Contractor shall have some form of telephone answering system or service and email operable twenty-four (24) hours a day seven (7) days a week.
5. All employees of the Contractor and of its subcontractors on any contract with NYCHA shall, always while on the job site, have and produce on demand color photo identifications bearing the employee's name and the name of the firm or entity by which the employee is employed.
6. The Contractor must coordinate with Development Management staff regarding the proper disposal of materials and clean-up of personnel and equipment.

B. Qualifications of Personnel

1. Minimum Requirements: The Contractor shall ensure that personnel performing work pursuant to this contract have the professional training as required for each specific task described in the scope of services, as well as any required certifications, registrations or licenses, to efficiently and effectively perform the services required under this contract. No person shall perform any field investigations until approved by the Authority.
  - a. Subcontracting: If the Contractor proposes to use subcontractors to perform work under this contract, the Subcontractor and any Subcontractor's personnel must meet the same minimum requirements of the Contractor as described within this Section, Qualification of Personnel, retain proper insurance coverage and be approved in advance by the Authority. Professional services (i.e. Professional Engineer, Safety Engineer, etc.) require proper certification and licensing. Qualifications and billing rates for subcontractor must be submitted for approval by the Authority prior to use under this contract.



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- b. Personnel performing services pursuant to this contract must be qualified field technicians, or other professionals deemed to be required to perform the work under this contract.
- c. With this bid, the Contractor attests that it possesses the skilled labor, equipment and materials to adequately perform the scope of work described herein.

2. Verification of Ability of Workers

- a. The Contractor shall provide a list of qualified employees who will perform tasks in accordance with this contract. The Contractor shall provide copies of current certifications/licenses, resumes, etc. as required to verify the validity of the title for which the employee is presented.
- b. Copies of documents, as stated above, shall be submitted for each new employee to be assigned to this contract when new staff is introduced to a project.

3. License Requirements:

- a. **Master Plumber License:** At the time of bid, the Contractor, or their subcontractor, must submit a valid license of a Master Plumber, who is an owner, officer, partner, or sole proprietor of the Contractor's or subcontractor's Master Plumbing Business. The Master Plumber's license must be verifiable with the Department of Buildings, and the Contractor's or subcontractor's business address must be located within the City of New York.
- b. Furthermore; all plumbing work must be performed by a validly licensed Master Plumber who is an owner, officer, partner, or sole proprietor of the Contractor's or subcontractor's Master Plumbing Business, or performed by an employee of the Contractor's or subcontractor's Master Plumbing Business, under the direct and continuing supervision of a validly licensed Master Plumber who is an owner, officer, partner, or sole proprietor of Contractor's or subcontractor's Master Plumbing Business.
- c. To provide clarity on the submission of the Master Plumber's license, if the Contractor or subcontractor is a corporation, Master Plumbers, including the Master Plumber whose license was submitted with the bid, must own 51% interest in the corporation. If the Contractor or subcontractor is a limited liability company, the Master Plumber whose license was submitted with the bid must be an officer. If the Contractor or subcontractor is a partnership, the Master Plumber whose license was submitted with the bid must be a partner. If the Contractor or subcontractor is a sole proprietor, the Master Plumber whose license was submitted with the bid must be the sole proprietor.
- d. **Master Electrician:** At the time of the bid, the proposed Master Electrician Contractor or subcontractor must be registered with the Department of Buildings as a valid Master Electrician Business, and must submit at the time of the bid, a valid Master Electrician License for the registered responsible representative of the Master Electrician Business. Furthermore, the Master Electrician Business and the responsible representative's position within the Master Electrician Business must be verifiable with the Department of Buildings. The Master Electrician Contractor or subcontractor is to provide all tools and skilled personnel necessary for the completion of all electrical work of this contract.



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4. Contractor's Experience:

- a. Contractor shall have successfully completed or have current contract(s) similar in scope of work as a prime.
- b. Contractor shall provide name(s), telephone number(s) of owner(s) of contracts/projects that may be contacted for verification of experience.
- c. Sub-Contractors experience is required to be approved by the Authority prior to performance under an Assignment.
- d. Information requested above shall be subject to review and acceptance by the Authority.
- e. The proof of qualifications and experience requested in this section must be tendered along with the bid.

II. SCOPE OF WORK

- A. This is a Requirement Contract for the purchase, **installation**, maintenance including watersampling, servicing, and repair of Copper Silver Ionization Systems. Copper Silver Ionization Systems may be of different manufacturers and models. Contractor must be able to maintain and repair any manufacturers copper silver ionization system currently installed on NYCHA property and any different models that may be installed in the future. The quoted unit prices in the Form of Proposal are inclusive of all labor and materials required to perform the work of this contract. Work will include but not limited to:
- Installation of a new copper silver ionization system into a NYCHA hot water system. Contractor is to provide and oversee the installation by a licensed plumber, electricians, and any other skilled trade deemed necessary to install a copper silver ionization system.
  - Cleaning cells. (removal & reinstalling)
  - Service for each installed Ionization System. Work includes, but not be limited to routine maintenance such as:
    - Switching Cells
    - Pressurize cells.
    - Drain air from piping.
    - Review and correct flow meter settings and controller.
    - Programming the System
    - Enabling Unit
    - Any other service deemed routine by the system's manufacturer
  - Selecting Controls, Adjusting Output Current and Adjusting Numerical Values
  - Monitoring - Routine Monitoring, - Reactive Monitoring
  - Site Copper Testing
  - Sample Collection for Laboratory Analysis (for Copper/Silver or Legionella)
  - Laboratory Analysis for Copper/Silver or legionella levels



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- Review of all Lab results. Copper/Silver monthly samples, Legionella samples, site copper samples with recommendations based on results
  - Maintaining and keeping the system for suggested target ranges for Ion levels
  - Making System Adjustments when necessary
  - Replacing and/or repairing items on the Copper Silver Ionization Systems when necessary
  - Random water flushing of treated water supply - Routine Flushing, Reactive Flushing
  - Procedures - Switching Electrode Cells, Routine Cleaning of electrodes, Site Copper Test Procedures
- B. The Authority may, at its sole option terminate this contract at any time upon ten (10) days written notice to the Contractor, in which event the Authority shall be liable to the Contractor only for the cost of all work satisfactorily completed up to the time of termination, based on the Adjusted Unit Prices provided in the Form of Proposal.
- C. Vendor shall provide service and maintenance on their electrode cells (and even those of their competitors) on-site and at their facility.

**III. APPLICABLE REGULATIONS, AND STANDARD CODES**

- A. All removal and disposal to be performed under this Contract shall be in accordance with all City, State and Federal laws, regulations, guidelines and ordinances including but not limited to:
1. Rules of the City of New York (RCNY)
  3. O.S.H.A. Regulations.
  4. United States Environmental Protection Agency (E.P.A.) - Regulations.
  5. NYS Labor Law - Article 30.
  6. NYS Industrial Code - Rules
  7. NYS Environmental Conservation Laws

**IV. DEFINITIONS**

- A. Unless otherwise specified:
1. "Approved" shall mean approved by all public agencies having jurisdiction, and/or the New York City Housing Authority.
  2. "Equal" or "approved equal" shall mean equal in the opinion of the New York City Housing Authority.
  3. "Adequate" or "sufficient" shall mean adequate or sufficient in the opinion of the New York City Housing Authority.
  4. NYS DOH shall mean New York State Department of Health.
  5. NYC DOHMH shall mean New York City Department of Health and Mental Hygiene.
  6. NYS DOL shall mean New York State Department of Labor
  7. OSHA shall mean Occupational Safety & Health Administration





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V. SUBMISSIONS

- A. Within fourteen (14) consecutive calendar days calculated from the date of the Authority's Letter of Award, the Contractor shall tender his submissions. Three (3) sets of submissions are required. Each shall contain a list of all equipment and/or materials proposed to be used, giving the manufacturer's name, trade name, catalog number or other positive means of identification for each item. Each list shall be accompanied with manufacturer's brochure or literature describing each item. In general, items shall include but not be restricted to the following:
1. Cooper electrodes for the purposes of disinfection of legionella in the hot water (Mfr. Lit.)
  2. Silver electrodes for the purposes of making water viable for use (Mfr. Lit.)
- B. All submissions shall be made at the same time of submission. Partial submissions shall be rejected.
- C. In the event that all or any portion of the submitted material is rejected by the Authority, the Contractor shall tender new submissions, which shall conform to the Authority's requirements within ten (10) consecutive calendar days calculated from the date of the rejection of the earlier submissions.
- D. In no event shall the Contractor be permitted to tender submissions hereunder beyond thirty (30) days from the Authority's Letter of Award, unless duly extended in writing by the Authority.
- E. No work shall be fabricated, or materials delivered to the site until final approval of all submissions.
- F. Color scan and E mail copies of the NYSDOH and or NYCDOHMH certificates approval for the installation of the Cooper/Silver Ionization system.
- G. Send all submissions to the Environmental Contract Services, Technical Services Department, 24-02 49<sup>th</sup> Avenue, 4<sup>th</sup> floor, Long Island City, NY 11101, Attention: Mr. Bane Bermudez at (718) 707-5600.

VI. STAFFING AND TIME OF COMPLETION

- A. Upon receipt of a work order all installations are to be installed within 48 hours of less.

VII. LIQUIDATED DAMAGES

- A. At the sole discretion of New York City Housing Authority, liquidated damages against the contractor for failure to adhere to the time of completion as stated in section VI(A) of this contract and/or failure to complete this contract shall be a minimum of \$500.00 per day. The maximum amount would be all the expenses incurred to NYCHA including but not limited to the project costs for NYCHA staff assigned for the work or use of the water system ability to provide suitable water for the residents in NYCHA facilities at the discretion of NYCHA.

VIII. SPECIFIC REQUIREMENTS

- A. Contractor shall take all necessary precautions to protect the property of the Authority and its residents. Damaged property shall be repaired and restored to its original condition. When the damage is beyond repair, the Contractor shall replace the damaged property with new to match the existing. Such repairs or replacement shall be at the expense of the Contractor and performed within 24 hours of the breakdown.



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- B. The Contractor shall develop a work plan as required by the Administrative Department. The detailed plan shall include sequencing of water related work in a manner that will be least disruptive to the normal use of the non-work areas of the building. The detailed plan shall also include emergency procedures in the case of fire.
- C. The Contractor shall be responsible for the proper execution of the work. Contractor shall verify that the assigned work is free of problems.
- D. Forty-eight (48) Hours before commencing work, the contractor shall examine all existing conditions where the installation work will take place and shall report to NYCHA's ECS Coordinator of any condition that will prevent him from performing the work in a first class and timely manner.
- E. The NYCDOHMH notifies the ECS Coordinator who notifies the Development's Manager, Superintendent and the contractor. Thereafter the contractor posts the building lobby with the NYCDOHMH notice to occupants. The contractor must get a signed statement of this action from the Development Management, color scan and E-mail it to the ECS Coordinator.
- F. The Contractor shall conduct the activities under this contract in such a manner as to allow ingress to and egress from the building for residents and the public at all times during the performance of the work while maintaining adequate and appropriate containment of ACM. If the contractor anticipates a possible restriction to the ingress or egress, they shall bring it to the attention of the Authority's representative and cooperate with the Authority to rectify the situation.
- G. Once work has begun at an install, it shall proceed at a steady rate until all the work is completed. Contractor shall not stop work during installation/maintenance or any time prior to completion to be resumed at a later day, unless otherwise directed by NYCHA.
- H. The entrance doors to the building and the apartments shall not be kept open for more time than necessary to allow passage for the crew and the equipment. Entrance doors shall not be kept open using a wedge by the hinge side, any type of tape, or any other means.
- I. The license Electrician shall furnish and install all wiring, extension outlets, lights, etc., and make all electrical connections in compliance with the NYC and NYS electrical codes and as approved by the Authority. NYCHA also requires all contractors to utilize a Ground Fault Interrupter Circuit Panel (GFIC) connected directly to the main power source for all electrical connections needed for their on-site equipment. If any electrical panel doors are removed, they must be replaced immediately upon completion of work
- J. The license Plumber shall furnish and install all plumbing, fittings, piping, etc., and make all plumbing connections in compliance with the NYC and NYS plumbing codes and as approved by the Authority. NYCHA also requires all contractors to replace anything that is removed, to be replaced immediately upon completion of work
- K. When required by NYCHA, contractor shall furnish, at no additional cost to the Authority, an electric generator to produce electricity to the work area. The generator shall be of sufficient capacity and must meet all requirements of the regulatory agencies. All electrical connections shall be made through GFIC.
- L. On the day of installation, the contractors must contact the Development Manager, Superintendent and ECS Coordinator at the start and completion of installation.



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- M. The workmanship required for the work herein specified shall be of best quality and will be subject to the approval of the Authority.

**IX. FILING & CERTIFICATION**

1. Notify N.Y.C. Dept. of Health and Mental Hygiene and N.Y.C. DEP and obtain all necessary permits from agencies having jurisdiction prior to the start of work.
2. The start date for the work shall be the minimum required for the processing of the notification, or as instructed by NYCHA.
3. Contractor is obligated to perform the **installation** using the procedure approved by all governing agencies having jurisdiction at no additional cost to NYCHA.
4. Prior to visiting the site, the contractor must color scan and E mail documents to the ECS Coordinator.
5. The following documents must accompany this work:
  - a. Notification to the NYS Department of Health, Division of Safety and Health (if required).
6. Contractor shall be certified by the N.Y.C. Department of Health and Mental Hygiene and EPA. Certifications must be maintained for duration of contract.

**X. WORK PROCEED ORDER AND COORDINATION**

- A. Environmental Contract Services of the Technical Services Department will issue work proceed orders for individual work authorizations to be performed under this Contract. The work authorizations will include the Development Superintendent's address, telephone number, and the address of the location where the **installation** work will take place.
1. When a work proceed order is issued, the contractor shall notify the NYC DOHMH and the **DEP** the same day, then commence and complete the work within two (2) business days which includes filing time unless otherwise instructed by NYCHA.
  2. Upon arrival at a Development, the Contractor and any representative must clearly print and sign the Contractor log book which is generally located in the Maintenance Area. The clearly written information required is the company name, number of worker(s), full name of supervisor(s), time signing in, cell phone number, building address, apartment number or location of work being performed, time of arrival and signature.
  3. When signing out for a key a NYS ID is required to be held until the key is signed back in.
  4. Inform the Environmental Contract Services Coordinator by phone and email of any conditions that could create delays or property damages during **installation**. NYCHA will try to remedy the situation when possible; however, this will not relieve the contractor of the responsibility as stated in section VIII (A) of this contract.
  5. Contractor shall color scan and E-mail to NYCHA a confirmation of the notification to NYC DOHMH filings the same day they submitted.





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6. When the contractor is delayed from beginning work at a scheduled site due to inaccessibility or the non-removal of items (which were reported by the contractor a full 48 hours in advance) within the work area by NYCHA the contractor shall be paid a fee which will be determined by the number of hours delayed times the prevailing wage rate of the contractor's work crew as listed on the "Contractor Daily Sign-In Sheet" submitted to the Development at 8:00 a.m. the morning of the scheduled work. The delay must be verified by NYCHA ECS staff. No fee will be paid for failure to perform the 48 hours prior to 8:00am start date notification.
7. Cancellation of work due to NYCHA's direction after 48 hours issuance of a Work Authorization will entitle the contractor to a show up fee. The decision to make this payment will be at NYCHA's sole discretion.

**B. Materials**

1. Contractor shall use the approved products or approved equal to properly complete the work.

**C. Clean-up and Breakdown**

1. After the area is cleaned, NYCHA inspector or Technician shall perform a visual inspection of the work.
2. Maintain the site of the work in a neat and workmanlike manner.
3. After completion of the work and before final acceptance, the work shall be thoroughly cleaned. The Contractor shall remove from the site, when directed by the Authority, all materials as a result of this Contractor's work and entire work shall be left in a clean condition satisfactory to the Authority. The Contractor shall return all movable items to the original locations from which they were removed.

**D. Miscellaneous**

1. If, at any time, the New York City Housing Authority representative decides that work practices are violating regulations, or endangering workers, he shall immediately notify in writing the on-site Contractor's representative that operations shall cease until corrective action is taken.
2. The Contractor shall be required to keep a daily log to be inspected by the Authority. This log shall comply with the Rules and Regulations of all Federal, NYS and NYC regulatory agencies.

**E. Notification and Performance of the Work**

1. It shall be the contractor's responsibility to formulate a schedule of work indicating sequence in which the work will progress throughout the various buildings of the development. This schedule shall be color scanned and E-mailed to ECS in an excel format. The Development Manager and/or Superintendent and ECS Coordinator of Technical Services Department shall be contacted so they may insure that the work is in accordance with the needs of the Authority.



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2. It shall be the contractor's responsibility to schedule this work with the Manager of the Development. The Development Manager shall render any possible assistance it shall be the contractor's responsibility to notify the Manager (48 hours' notice) as to the installation date.

F. Cleaning Up

1. Remove all excess chemicals or products used for installation (if applicable).
2. Maintain the site of the work in a neat and workmanlike manner.
3. After completion of the work and before final acceptance, the work shall be thoroughly cleaned. The Contractor shall remove from the site, when directed by the Authority, all materials, rubbish stains and defacements which have been placed thereon as a result of this Contractor's work, and entire work shall be left in a clean condition satisfactory to the Authority. The Contractor shall return all movable items to the original locations from which they were removed.

G. Notification and Performance of the Work

1. It shall be the contractor's responsibility to formulate a schedule of work indicating sequence in which the work will progress throughout the various buildings of the development. This schedule shall be color scanned and E-mailed to ECS and the Project Monitor. The Development Manager and/or Superintendent and ECS Coordinator of Technical Services Department shall be contacted so they may insure that the sequence of buildings is in accordance with the needs of the Authority.
2. It shall be the contractor's responsibility to schedule his work with the Manager of the Development. The Development Manager shall render any possible assistance it shall be the contractor's responsibility to notify the Manager (48 hours notice) as to the installation dates for each building and apartment.

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