NYS Office of General Services
Serving New York

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

# ADDENDUM NO. 99 – REPLACE MWBE CONTRACT DOCUMENTS

## VARIOUS PROJECT NUMBERS - VARIOUS LOCATIONS

## PROJECT NUMBERS

**44669-CHPE, 44737-CHE, 44890-CP, M3050-C, Q1591-CE, Q1600-C, 43740-CHEU, 44147-CHE, 44289-C, 44473-C, 44848-C, 44905-H, 44710-CH, Q1637-C, 42638-C, 44610-E, 44836-E, 44702-C, 44851-C, 44876-E, Q1202-C, 45018-H,**

September 11, 2014

**NOTE:** This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.**

**REPLACE** the following Documents / Section in the Project Manual with the Attached:

**DOCUMENT 002213** SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – MWBE-EEO,

**DOCUMENT 007307** SUPPLEMENTARY CONDITIONS – MWBE-EEO and

**SECTION 13000** ADMINISTRATIVE REQUIREMENTS

**END OF ADDENDUM**

Margaret F. Larkin
Acting Executive Director

# DOCUMENT 002213

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - MWBE-EEO

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following:

### 22. GOALS

22.1 To ensure meaningful participation in the Project of certified Minority and Women-Owned Business Enterprises ("MWBEs") who perform commercially useful functions under the Contract, the Commissioner of General Services has established goals set forth in the Supplementary Conditions.

22.2 All bidders should note that important definitions and conditions relating to the foregoing MWBE goals are contained in the Supplementary Conditions.

22.3 In order to assist the State in determining compliance with the goals set forth in the Supplementary Conditions the apparent low bidder will be required to submit an MWBE Utilization Plan via the New York State Contracting System (NYSCS) prior to contract award or subcontractor approval.

22.4 If unable to submit an MWBE Utilization Plan through the NYSCS, the apparent low bidder must use Form BDC 328 to submit the plan. A paper copy of the BDC 328 form is included in the Appendix of this Project Manual and may be mechanically reproduced. Additional copies may be obtained upon request from the address listed in Paragraph 23.2 below.

22.5 The apparent low bidder must submit the completed MWBE Utilization Plan within five (5) working days after the bids are opened.

### 23. CERTIFICATION

23.1 All Minority and Women-Owned Business Enterprises ("MBEs" or "WBEs") proposed as contractors, subcontractors or suppliers must be certified by the NYS Empire State Development, Division of Minority and Women's Business Development to be eligible for MBE or WBE credit on this project.

23.2 UPON WRITTEN REQUEST, The New York State Office of General Services' Office of Minority and Women-Owned Business Enterprises will provide a computer printout of certified MBEs and WBEs in specific trades for a given geographical area of New York State.

This printout can be requested in writing as follows:

- By e-mail to: DCMWBEManager@ogs.ny.gov
- By fax to: (518) 486-2679

- By mail to:

  NYS Office of General Services
  Office of Minority and Women-Owned Business Enterprises
  29th Floor, Corning Tower, GNARESP
  Albany, NY 12242

## 24. LIQUIDATED DAMAGES – MWBE PARTICIPATION

24.1 Refer to Article 27.8, Document 007307, Supplementary Conditions - MWBE-EEO, for "Liquidated Damages – MWBE Participation".

**END OF DOCUMENT**

**DOCUMENT 007307**

**SUPPLEMENTARY CONDITIONS – MWBE-EEO**

**BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

## ARTICLE 16 - REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

Add the following:

16.6 Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures: General Provisions:

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

16.6.2 The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

16.6.3 The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

16.6.4 Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, including the assessment of liquidated damages pursuant to Section 26.6 herein, or enforcement proceedings as allowed by the Contract.

16.7 Contract Goals:

A. 16.7.1 OGS hereby establishes an overall goal of __% for MWBE participation, __% for Minority-Owned Business Enterprises ("MBE") participation and __% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

16.7.2 For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of NYS Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/frontend/diversityusers.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-

5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

16.7.3 Pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and ensure that the MWBEs utilized under the Contract perform commercially useful functions. Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

(1) the amount of work subcontracted;

(2) industry practices;

(3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;

(4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and

(5) any other relevant factors.

16.7.4 In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

16.7.5 The Contractor shall use every good faith effort to provide for meaningful participation by MWBEs in the Work. Such good faith efforts shall include at least the following:

a. Dividing the Work to be subcontracted into smaller portions where technically feasible.

b. Actively and affirmatively soliciting bids for subcontracts from certified MWBEs, including circulation of solicitations to minority and women contractors' associations. Contractor shall maintain records detailing the efforts made to provide for meaningful MWBEs contacted and, if any such MWBE is not selected as a joint venturer or subcontractor, the reasons for such decision.

c. Making plans and specifications for prospective work available to certified MWBEs, in sufficient time for review.

d. Utilizing the services and cooperating with those organizations providing technical assistance in connection with MWBE participation.

e. Utilizing the list of certified MWBEs maintained by the New York State Empire State Development, Division of Minority & Women's Business Development for the purpose of soliciting bids for subcontracts and supplies.

f. Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors where appropriate to ensure that the Contractor will meet its obligations hereunder.

g. Ensuring that provision is made to provide progress payments to certified MWBEs on a timely basis.

h. Not requiring bonds from and/or providing bonds and insurance of certified MWBEs where appropriate.

16.7.6 The goal for participation in the conduct of the Work is expressed as a percentage equal to the dollar value of the Work performed divided by the Contract Sum. Where the cost to the Contractor of a single item of equipment exceeds twenty-five percent (25%) of the total contract price and where the Contractor has shown good faith efforts to obtain such equipment from MWBE manufacturers and suppliers, the cost of such equipment shall be deducted from the contract sum prior to computing the MWBE participation.

16.7.7 The dollar value of the Work performed by MWBEs will be determined as follows:

a. Where an MWBE is not the Contractor - the dollar value of the Work subcontracted to MWBEs who perform commercially useful functions.

b. Where the Contractor is a joint venture including one or more MWBEs as joint venturers - the Contract Sum multiplied by the percentage of the joint venture's profits (or losses) which are to accrue to the MWBE joint venturer(s) under the joint venture agreement, if the MWBE joint venturers are performing commercially useful functions under the Contract.

c. Where any MWBE is the Contractor or where the Contractor is a joint venture consisting entirely of MWBEs, and the Contractor can document good faith efforts to subcontract to MWBE subcontractors and/or suppliers - the Contract Sum, if the MWBE(s) Contractor or joint venturers are performing commercially useful functions under the Contract.

Add the following articles:

## ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

26.1 Contractor shall comply with the following provisions of Article 15-A:

26.1.1 Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

26.1.2 The Contractor shall:

a. Submit an EEO policy statement to OGS with the bid, or

b. If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit Appendix C, Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement annexed hereto; or

c. Contractor shall certify and affirm that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.

26.1.3 The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement

that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Clause 26.3 of this Article, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

26.2 Form BDC 19 - Workforce Employment Utilization Report ("Workforce Report")

Contractor agrees to submit on a Monthly basis during the term of the contract the BDC 19 to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories.

26.3 Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

## ARTICLE 27- MWBE COMPLIANCE

27.1 Contractor certifies that it has submitted an MWBE Utilization Plan via the New York State Contract System (NYSCS) prior to contract award and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 16.6 D. 1 of this Supplement. The NYSCS may be accessed at https://ny.newnycontracts.com/. If Contractor is unable to submit such Plan through the NYSCS, Contractor certifies that it used Form BDC 328 to submit the Plan. A paper copy of the BDC 328 form is included in the Appendix of this Project Manual and may be mechanically reproduced.

27.2 Contractor further certifies that the MWBEs included in its Utilization Plan will perform commercially useful functions under the Contract. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Contractor further understands and agrees that MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of this Contract.

27.3 Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

27.4 Access to the Contractor's Books: The Contractor shall permit access to its books, records and accounts by the State for purposes of investigation to ascertain compliance with the provisions of this Article. The contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.

27.5 If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

27.6 If the OGS, upon review of the MWBE Utilization Plan and updated Contractors list of Subcontractors and Suppliers determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## 27.7 Monthly MWBE Contractor Compliance Report

27.7.1 Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the NYSCS to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

27.7.2 When a Contractor receives a payment from a State Agency Authorized User under an OGS contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

27.7.3 To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System for Vendors" and "Contract Compliance Reporting - Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/events.asp

27.7.4 As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after their last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.

27.7.5 If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit Contractor's Monthly Payment Report on Form BDC 58 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

27.7.6 It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in Section 27.8 below.

## 27.8 Liquidated Damages – MWBE Participation

27.8.1 Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OGS liquidated damages.

27.8.2 Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

27.8.3 In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

## Appendix C

# MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____, the _____ (title) of _____ (Contractor) agree that _____ (Contractor) has adopted the following policies with respect to Contract Number _____.

## MWBE

Contractor will make good faith efforts to achieve the MWBE contract participations goals set by OGS for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively soliciting bids for subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
(2) Request a list of State-certified MWBEs from OGS and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof.
(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided and provide appropriate support, including waiving bonding and other credit requirements where permissible, to encourage MWBE participation.

## EEO

(a) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b) Contractor shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, Contractor shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations herein.
(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) Contractor will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print Name: _____ Title: _____

# SECTION 013000

# ADMINISTRATIVE REQUIREMENTS

## PART 1 GENERAL

### 1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.

B. Cost Computations: Section 012200.

C. Submittals: Section 013300.

### 1.02 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. The Electronic Contractor Payments (ECP) program facilitates electronic submission of payment applications and related documents and information via a secure web-based portal. This portal is hereinafter referred to as the "Vendor Interface". Hardcopy (paper) submission of the following forms is waived, and the information required by these forms shall be submitted via the Vendor Interface:

1. BDC 169 (Contractor's Application for Payment form).
2. BDC 187 (Detailed Estimate form).
3. BDC 329 (Contractor's List of Subcontractors–Suppliers).

### 1.03 SCHEDULES AND RECORDS

A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.

1. CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS: An affirmative review of the subcontractor's responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State's review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.
   a. Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS information using the required electronic entry process via the Vendor Interface.
   b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.
      1) Attach a properly completed and executed NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION

(CCA-2) and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at $100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.

2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: http://www.osc.state.ny.us/vendrep/index.htm.

c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.

d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.

2. CONTRACTOR'S PROGRESS SCHEDULE (Form BDC 331): Establish the periods of time during which the various segments of the Work must be completed in order to complete all of the Work by the physical completion date.

a. Submit the schedule at least two days prior to initial job meeting.

B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, use the Vendor Interface to submit a revised BDC 329 form that reflects the changes or additions.

## 1.04 DETAILED ESTIMATE

A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.

1. Submit the DETAILED ESTIMATE information using the required electronic entry process via the Vendor Interface.

B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.

C. The detailed estimate must be approved by the Director who may revise it as, in his reasonable judgment, is necessary to make the various items conform to their true values.

1. The value of each requisition for payment shall be based on the approved detailed estimate.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION (Not Used)

**END OF SECTION**