



QUEENS PUBLIC LIBRARY

We speak your language.

BID #0721-2

Date: July 8, 2021

Revised: 7/19/2021

**Invitation for Bid for
System Wide Painting Services
To be
Awarded to Multiple Firms**

Bids must be submitted by:

**August 10, 2021 2:00 P.M., to:
Procurement Department
Queens Public Library via DropBox**

Question Deadline:

July 20, 2021

By 4:00PM

Instructions to Bidders

All questions and requests for additional information concerning this Bid should be directed to Cristina Polychronopoulos, Purchasing Coordinator, Xavier Cerda Assistant Director of Procurement Management and William Funk, Director of Procurement Management, the authorized Library contact persons at:

Telephone #: 718-990-8684 or 718-990-0782 and 718-990-0783
E-Mail Address: [BIDcontact@queenslibrary.org](mailto: BIDcontact@queenslibrary.org)

Bid Due Date and Time and Location:

Date: August 10, 2021

Time: 2:00PM

Location: Bid responses must be uploaded to DropBox using the link below:

DropBox link:

<https://www.dropbox.com/request/r3yix14oh03aUqvWIoVV>

Question Deadline:

Date: July 20, 2021 by 4:00PM

Library's Procurement Opportunities Webpage: This bid is posted on the Library's Procurement Opportunities webpage. Unless instructed otherwise, all related documents are posted on this webpage. Bidders have the responsibility of frequenting the Library's Procurement Opportunities webpage for any updates to the bid including the posting of answers to questions received, bid revisions or addendums or any other updates. The direct link to the webpage is:

<https://www.queenslibrary.org/about-us/procurement-opportunities>.

Bid Submissions: The response documents, composed of your Bidder Qualification responses, supporting documents (as required) and cost submissions, in either Microsoft Word, MS Excel or PDF format must be uploaded using the DropBox link below no later than **2:00 p.m. on August 10, 2021**. If multiple files are uploaded, each submitted document name should be a clear reference to the section and information it contains, ex: "Resumes", "Work Experience" and "Financials".

Bid responses should be uploaded to DropBox using the link below:

DropBox link: <https://www.dropbox.com/request/r3yix14oh03aUqvWIoVV>

The Library will not consider any submissions that are faxed, emailed or sent as paper copies, and will not consider any submission received after the submission due date under any circumstances (**e.g., wi-fi limitations, internal web connectivity issues**).

Bids received after the Due Date and Time are late and shall not be accepted. Unless the Library issues a written addendum to this Invitation to Bid which extends the Due Date and Time for all bidders, the Due Date and Time prescribed above shall remain in effect.

The Library will not provide reimbursement for any costs or expenses incurred in connection with this bid, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this bid will become the sole property of the Library.

Bid prices must be held for no less than 180 days from date of submission

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I. **LIBRARY OVERVIEW**

The Library is an independent not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and other facilities located throughout the County of Queens in the State of New York. For a complete listing of current facilities please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations> .

The Library serves 2.3 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

II. **SCOPE OF WORK**

The Library has decided to engage the expertise of qualified firms to provide Painting Services as requirements contracts throughout the Library system. For current library locations please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations> .

The Library intends to award to multiple firms with the primary contract to the lowest responsible bidder ("Primary Successful Bidder"), the secondary contract to the next lowest responsible bidder ("Secondary Successful Bidder"), and so forth. The Library in its sole discretion shall determine the number of awarded firms. All awarded firms throughout this bid are the ("Successful Bidder")

Note: The Library does not guarantee work. Additionally, the Library reserves the right to issue bids or requests for quotations for specific projects.

Bidders are required to provide its single Maximum Straight Hourly Rate for Painting Services. Bidders Maximum Straight Hourly Rate is to cover the full range of Painting Services, inclusive of all overhead, profit and prevailing wage and it is to be fixed for the first year of the contract and shall increase by two percent (2%) each year of the contract. During the term of the contract material, equipment and subcontracting of other trade work shall not exceed twenty percent (20%) mark-up.

Successful Bidders are required to accept work assignments that range from its single unit of its Maximum Straight Hourly Rate up to an estimated \$300,000. The Library reserves the right to award any work to the Primary Successful Bidder at or below its maximum straight hourly rate and in accordance to the maximum percentage mark-up as specified in this bid. If in the event the Primary Successful Bidder is not available, or the Primary Successful Bidder has a lapse of insurance, or if the Library through its Procurement Department rejects a Statement of Work ("SOW"), the Library may award work to the Secondary Successful Bidder next, then to the Tertiary Successful Bidder next and so forth.

Additionally, the Library in its sole judgement, as communicated by the Procurement Department, shall make the determination that if the Primary Successful Bidder has demonstrated poor performance or quality, does not have the capability to perform the work

and/or within the required time frame, or has demonstrated health and safety issues, the Library may award work to the Secondary Successful Bidder. Such awarded work shall not exceed the Successful Bidders' maximum straight hourly rate and the maximum percentage mark-up as specified in this bid.

The Library also reserves the right to award work for a specific project or duration of time based on competition among the Successful Bidders. Such competition will be issued by the Library's Procurement Department to the Successful Bidders and the solicitation will require the Successful Bidders to submit pricing based on hourly rates or the solicitation will request a lump sum fee. In no circumstance shall a Successful Bidder submit hourly rate pricing or lump sum fees that exceeds the Successful Bidders' maximum straight hourly rate and the percentage mark-up as specified in this bid.

In addition to the above, Successful Bidders must adhere to all requirements of the bid, the contract and the provisions below.

1. Provide all labor, materials, equipment and supervision to perform Painting Services for the Library's system-wide needs on a time and materials basis as specified herein. Such work includes but is not limited to regular and routine painting service maintenance work, renovations of Library facilities and new installations in accordance with the best commercial practices and in compliance with all applicable national and local codes of agencies having jurisdiction, as applicable. Additionally, with the approval of the Library as communicated by the Procurement Department, the Successful Bidder may subcontract other trade work that is related to the project. Such subcontracting of other trade work shall be in accordance to the terms and conditions of this bid, Attachment 1- Library Standard Terms/ Insurance and shall not exceed the percentage mark-up provisions of the bid. Prevailing wage shall also apply to subcontractors.
2. The Successful Bidder must have the experience and qualifications to perform:
 - a. Interior painting
 - b. Exterior painting
 - c. Wallboard repair and replacement
 - d. Railings, doors, and floor painting
 - e. Plastering
 - f. Taping
 - g. Scraping
 - h. Spackling
 - i. Skim coating
 - j. Wallpaper removal
 - k. Intumescent paint
 - l. Fireproofing
 - m. Lead abatement
 - n. Epoxy painting
 - o. Lot lines striping

3. The Successful Bidder shall thoroughly examine and be familiar with all requirements. The failure or omission of any contractor to fully examine the bid shall in no way relieve the contractor from any obligations with respect to performance of the proposed contract and the contemplated work therein, for the consideration set forth by Bidder in its bid submission.
4. The Successful Bidder's service shall include, but is not limited to, providing all labor and materials necessary to perform Painting Services for the Library's system-wide facilities. The Library shall have the ability to direct the Successful Bidder to perform work at selected facilities as required based on the pricing structure provided under this bid. The Successful Bidder shall not charge the Library in excess of one ("1") hour travel time for each of its personnel arriving at a Library facility. In its performance of actual services for the Library, if the Successful Bidder needs to travel from a Library facility to the Successful Bidder's facility and/or a parts warehouse, the Successful Bidder shall not charge the Library in excess of one ("1") hour travel time of its personnel leaving a Library facility. For shop fabrications, the Successful Bidder shall charge the Library for time actually spent performing such services in accordance to the contract hourly rates.
5. The Successful Bidder shall perform all work in accordance with Best Commercial Practices and in compliance with all applicable codes of any agency having jurisdiction over the worksite and work performed.
6. The Library shall designate Departments and authorized personnel shall direct the Successful Bidder to perform services at designated sites as required, based on field evaluation, project meetings and / or applicable drawings. Identification of authorized Library personnel will be provided to the Successful Bidder at the commencement of an awarded service contract and will be updated as may be required by the Library.
7. The Successful Bidder shall be responsible to perform work in such a manner to limit interference with Library public service operations, as feasible. In the event services requires interruption of public service, the Successful Bidder shall notify the designated Library contact in order to coordinate the project. The Library shall provide reasonable access as required for service and repair. Unless in the case of an emergency, work that requires building closure, shall be scheduled by the Library and the Successful Bidder a minimum of thirty (30) days in advance.
8. The Successful Bidder shall erect scaffolding and barriers, perform demolition as necessary and in accordance to applicable laws. The Successful Bidder shall be responsible for filing with New York City Buildings Department and/or all other agencies having jurisdiction as appropriate for permit, inspection, testing application documents, as required per specific job conditions and scope of work. All permits for specific work shall be displayed by the Successful Bidder or otherwise available for inspection by appropriate agencies. Proposed permit requirements shall be identified on attached Statement of Work ("SOW").
9. The Successful Bidder shall be responsible to notify the Library's designated personnel regarding the potential presence of asbestos containing material ("ACM") prior to commencing work at a designated site. The Library will engage the services of a testing firm to determine the presence or absence of ACM, prior to having the Successful Bidder initiate its work.
10. Work performed and materials furnished by the Successful Bidder shall be subject to inspection and approval by designated personnel of Facilities & Environmental Services

("FES") department or other Department's designated by the Library in order to process payment(s). All materials used by the Successful Bidder shall be asbestos free. The Successful Bidder shall furnish an inspection check list bearing the signature of the Successful Bidder's personnel performing the inspection and the Library's personnel certifying receipt of services.

11. The Successful Bidder to provide minimum one (1) year warranty against defects in labor and materials for selected work from date of completion of work.
12. The Successful Bidder shall maintain sufficient stock of materials necessary for execution of the work under this bid or shall have ready access to materials so as not to delay the performance of work.
13. The Successful Bidder shall provide staffing at its office during regular working hours that are able to contact service personnel, or may provide an answering machine announcing the telephone number of such personnel or an operator-staffed answering service who can contact such personnel for times other than regular working hours, or other appropriate electronic means of contacting service personnel.
14. The Successful Bidder shall provide regular service 8:00 a.m. - 5:00 p.m., Monday through ~~Saturday~~ Friday, including any holidays when the Library is open to the public on straight-time rates. Work performed at times other than regular working hours or for ~~Saturday~~, Sundays or holidays when The Library is not open to the public shall be on overtime and premium time rates, respectively, as required (see Bid Pricing Sheets).
15. The Successful Bidder shall agree and accept that maximum percentage mark-up of materials, equipment, and subcontracting of other trade work related to the project shall not exceed twenty percent (20%). The Successful Bidder shall provide reference to trade supply house publication(s) used by the Successful Bidder or other documentation as appropriate in order to substantiate materials prices. The subcontracting of other trade work requires the approval of the Library as communicated by the Procurement Department.
16. If the Library requires the Successful Bidder to purchase permit, performance bonds, other bonds or similar requirements, the Library shall reimburse the successful bidder at costs.
17. The Library shall have the sole authority to instruct the Successful Bidder to remove any personnel from a project that the Library has determined has created a health, safety or a security concern. Such determination shall be made in writing.
18. The Successful Bidder shall provide sufficient service personnel as necessary to meet contractual obligations as applicable, who may have to work additional hours as necessary.
19. The Successful Bidder shall remove all rubbish, debris, waste material, temporary structures, barricades or other materials away from Library property upon completion of service calls or other work performed as applicable.
20. Following formal award by the Library for this bid, the Library and the Successful Bidder will execute the contract that is referenced in this bid. The Library will then implement individual project(s) as required by obtaining a SOW from the Successful Bidder based on project scope, as per the contract unit prices. Upon acceptance by the Library of the SOW, the Library will

execute a Purchase Order to the Successful Bidder for the individual project, and the Successful Bidder to submit an invoice for work performed.

21. The Successful Bidder shall properly utilize the SOW to indicate all of the necessary labor and material costs required to provide a price for the job. The submission per location for all aspects of the work is to be a firm price. Any adjustments as required during the job based on the price rate structure shall be approved by designated Library personnel.
22. The Library anticipates that the Successful Bidder will provide timely and correct SOW proposals within three working days following Library's request for submission of SOW. Repeated failure to submit timely and correct SOW proposals in response to requests may be cause for the Library to rescind award of this service agreement.
23. Based on issuance of a Purchase Order to affect work, the Successful Bidder is expected to commence work within three working days and is expected to complete the work within the time frame estimated on the SOW (as required). All emergency work to be coordinated accordingly with Library's authorized representative in order to expedite performance of work.
24. All invoicing by the Successful Bidder shall clearly identify project location and associated Purchase Order ("PO") number, including invoicing for partial progress payments. The Successful Bidder's invoice(s) is anticipated to match The Library approved SOW, including any subsequent approved Work Sheets or adjustments to the POs based on field conditions or other factors impacting the project. Failure by the Successful Bidder to identify appropriate PO # may impact timeliness of payment(s).
25. This bid is subject to compliance with the Prevailing Wage Law. The Successful Bidder and any of its subcontractors must conform to the provisions of Labor Law 220. Prevailing Wage schedules can be found <http://comptroller.nyc.gov/prevailing-wage/wage-schedules/>.
26. The Successful Bidder shall conform to the following Project Site Conditions and Protection Requirements:
 - a. Notification – The Successful Bidder to give a minimum of three (3) days' notice to the Library prior to commencing any work and notify Library representative on a daily basis of any change in work schedule.
 - b. Permits – The Successful Bidder to obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.
 - c. Safety – The Successful Bidder to familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.
 - d. Limited Access – The Successful Bidder to prevent access by the public or other unauthorized personnel to materials, tools and equipment during the course of the project.
 - e. Debris – The Successful Bidder to remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. Job site is to remain safe and clean to the Library's satisfaction. At the completion of job, all rubbish,

debris, waste material, temporary structures, barricades or other materials to be removed from the Library property by the Successful Bidder.

***NOT TO BE COMPLETED FOR THE BID-
TO BE USED BY AWARDED FIRMS***
VENDOR STATEMENT OF WORK ("SOW")

Specification #: _____
 Library Location: _____
 Project Start Date: _____
 Contractor: _____
 Address: _____
 Contact: Email: _____
 Telephone: _____
 Fax: _____
 Master Contract Date: _____
 Services: _____
 Scope of Work: _____

Labor Required:

| Number of Workers | Labor Title | Straight Time: 8am-5pm, M-Sat Rate / Hr. | Overtime: 5pm-8am, M-Fr & Sat Rate / Hr. | Premium Time Sun-Hol Rate / Hr. | Number of Hours Required | Total Labor Cost |
|-------------------|-------------|--|--|---------------------------------|--------------------------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Sub-Total Proposed Labor Cost \$ _____

Materials Required:

| Item / Manufacturer | Trade Price | % Mark-up | Total Cost |
|---------------------|-------------|-----------|------------|
| | | | |
| | | | |
| | | | |

Sub-Total Proposed Materials Cost \$ _____

Reimbursable Expenses:

| Category | Price | % Mark-up | Total Cost |
|----------|-------|-----------|------------|
| | | | |
| | | | |
| | | | |

* Total Proposed Project Cost \$ _____

Lump Sum:

(Lump sum to be provided only at the request of the Library’s Procurement department. Lump sums shall not exceed the contract maximum straight hourly rate and twenty percent mark-up for materials equipment, and subcontracting.)

| | |
|--|----------|
| Labor cost: | \$ _____ |
| Number of Labor Hours: | # _____ |
| Cost for Materials, equipment, and subcontracting: | \$ _____ |
| Percent Mark-up: | % _____ |
| Total Cost for Materials, equipment, and subcontracting: | \$ _____ |
| Total Lump Sum | \$ _____ |

* Billing to be verified with proper documentation as per relevant sections of service contract.

Library Department: _____ By: ____
 Title: _____ Initials: _

The Queens Borough Public Library authorizes the Contractor to perform the work stated herein based upon the rates, fees, estimated costs, and anticipated completion time as outlined herein, and as per the contract provisions contained in the Master Agreement. The total dollar amount set forth above shall reflect the total time anticipated to complete the project and shall not exceed the estimated costs stated herein. If additional work or changes to the total dollar amount become necessary, Contractor must obtain written authorization from the Library prior to the commencement of work.

This SOW may only be modified by a signed writing, executed by both Parties, that expressly indicates any such modification. This SOW may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Agreed to and Accepted by:

QUEENS BOROUGH PUBLIC LIBRARY CONTRACTOR

Signature

 Dennis M. Walcott, President & CEO

(Printed Name)

Signature

Date: _____

Date: _____

III. **BIDDER QUALIFICATIONS**

1. The Successful Bidder shall carry out repair work to the highest standards and all specialized materials used shall be free from defects and fit for purpose for which they are acquired from companies or individuals which comply with all relevant Health and Safety legislation including in particular the requirements of Control of Substances Hazardous to Health (COSHH). All work, goods and materials shall comply with the contract requirements and shall be to the satisfaction of Queens Library. All work shall be monitored regularly to ensure that no defects occur to work or materials failings, therefore providing work of the highest standard. The Successful Bidder shall also conform to all regulations of public agencies, including any specific requirements of the local, city and / or state jurisdiction. The Successful Bidder's employees assigned to perform work under the specification must have the proper certification and/or licenses, as required by applicable laws, rules, and/or regulations. In the bid submission please describe your firm's experience and compliance with the above.
2. As may be required by the City, the Successful Bidder and any of its subcontractors must be licensed in NYC with a minimum of 5 years work experience of similar size and scope and is able to demonstrate its capability as a painting services with a complete project record satisfactory to the Library. Bidder(s) must demonstrate that it is a licensed. In the bid submission please supply evidence that your firm meets this requirement. The Successful Bidder must identify all subcontractors for Painting Services that the plan to utilize.

In addition, the Successful Bidder must be able to demonstrate its experience in all of the followings painting services. Provide information detailing experience and qualifications for each:

- a. Interior painting
- b. Exterior painting
- c. Wallboard repair and replacement
- d. Railings, doors, and floor painting
- e. Plastering
- f. Taping
- g. Scraping
- h. Spackling
- i. Skim coating
- j. Wallpaper removal
- k. Intumescent paint
- l. Fireproofing
- m. Lead abatement
- n. Epoxy painting
- o. Lot lines striping

3. Provide a brief description of your firm, its history and ownership structure, and its number of employees. Also include any significant developments, or organization, ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.
4. Provide the name, title, address, telephone and fax number, and e-mail address of the individual the Library should contact with respect to your bid. Make a statement regarding the availability of this individual as the primary contact to the Library throughout the term contemplated under this bid.
5. Provide a summary of your firm's experience and qualifications in meeting the standards of the Bidder Qualification requirements contained in the bid document and with executing the obligations listed in the Scope of Work. Include specific references to work for not-for-profit corporations, library systems or other like-entities. Also include information about work performed for NYC, NYS or other governmental entities. In describing the experience, name each client and the nature of the work performed, with specific reference to (a) the services provided; (b) the term of such services and (c) the estimated contract value.
6. Describe how you would staff the engagement and be able to respond to the Scope of Work.
7. Provide a minimum of three (3) recent clients as references that best represent your ability to perform the tasks described in this Bid (a "Reference Client"). Provide the Reference Client's name, contact person, title, email address, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, contract value and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work.
8. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
9. Identify the nature of any potential conflict of interest your firm or any proposed sub-consultants might have in providing the Scope of Work under this bid with the Library.
 - (a) Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.
 - (b) State whether your firm represents any party that is or may be adverse to the Library.
10. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a contractor to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.

IV. **CONTRACT TERM**

It is anticipated that the term of this agreement shall be for a (3) three year period with (2) two one year options to renew. The Library may terminate the contract at any time, in its sole discretion, upon written notice.

V. **BID PROCESS AND GUIDELINES**

1. The sealed envelope shall be clearly marked "**Sealed Bid Response – BID #0721-2, Painting Services**" and endorsed on its face with the name of the person, firm or corporation submitting the bid. Firm must submit an electronic submittal of your bid on a flash drive or similar device with your bid submission
2. Bidder to provide responses to bid section III. Bidder Qualifications, provide all requested forms and to attend pre-bidders conference. Bidders that fail to provide all of the requested information and attend a pre-bidders conference may be deemed non-responsive in the sole judgement of the Library.
3. Following the Bid opening, the Library shall issue an award, if any, to a Bidder, adhering to the Library's award cycle and approval by the Library's Board of Trustees.
4. The Library reserves the right to accept this Bid by item, section or as a whole, or in its discretion, to reject all responses. Also reserved is the right to reject ambiguous or qualified bids and for cause, any Bid responses in whole or in part, to waive technical defects, qualifications, irregularities and *omissions* if, in its judgment, the best interests of the Library will be served.
5. The Library reserves the right to award the contract to the lowest-priced and responsible low bidder deemed qualified by the Library, split the award between two or more Bidders or project locations, or make no award, as will best promote the Library's interest, taking into consideration the reliability of the Bidder, quality of the services, materials, equipment or supplies to be furnished, and its conformity with the requirements of the Bid.
6. Following the issuance of an award, the Library shall issue a formal contract which shall not be binding unless and until the Library and a Bidder execute a contract.
7. In the event a Bidder proposes to furnish substitutions for a service or product, as appropriate, this information shall be identified in writing, including full technical descriptions, catalog cuts and samples, as appropriate, with the Bid. The Library reserves the right to request a representative sample of the item(s) quoted, either prior to award, or before shipment is made. The sole determination of equality shall be made by the Library. If the sample or other technical description is not in accordance with the Bid, or is otherwise deemed not to be an equal to that specified, the Library may reject the bid, or, if award has been made, cancel the contract at the expense of the Bidder.
8. Bidders shall thoroughly examine and be familiar with all requirements of the Bid and drawings (if any). The failure or omission of any Bidder to fully examine the Bid, any drawings and site conditions shall in no way

relieve Bidder from any obligations with respect to performance of the contract and the contemplated work therein.

9. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this Bid, they shall immediately notify the Library in writing to William Funk, Director of Procurement Management at [BIDcontact@queenslibrary.org](mailto: BIDcontact@queenslibrary.org) of such error and request clarification or modification to the document.
10. Should the Library find it necessary to modify this Bid, a notice of that modification will be made by way of an addendum that will be posted to the Bid website.
11. If a Bidder fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Bidder shall assume the risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.
12. Payment will be made by the Library only upon completion of the required work or if the Library agrees to progress billing upon presentation of correctly itemized invoices within thirty (30) days of invoice approval.
13. The Successful Bidder is responsible for providing all supporting documentation, including AIA construction progress invoices, certified payrolls, release of liens and permit signoffs for final payment when required.
14. The Library's payment of any invoice shall not preclude the Library from making claim for adjustment on any item found not to have been in accordance with the general conditions and specific requirements of the contract.
15. In the case of service contracts, payments shall be net upon approval of the monthly invoice for service, unless otherwise stated.
16. This project is subject to compliance with the Prevailing Wage Law. The Contractor must conform to the provisions of Labor Law 220. Prevailing Wage schedules can be found <http://comptroller.nyc.gov/prevailing-wage/wage-schedules/>.

FORM # 3

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this BID, Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint BID submission each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by 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 person, partnership or corporation to submit or not to submit a response to this Bid for the purpose of restricting competition.

Name of Firm Date

Address / /
Telephone FAX

Name of Contractor Title

Signature of Contractor e-mail

FORM # 4**BID PRICING SHEET**

Bidders are required to perform all services and conform to all of the requirements listed in the bid and are required to provide all the requested pricing in this bid sheet. Bidders that do not conform to these requirements shall be deemed non-responsive.

| |
|-------------------------------------|
| Maximum Straight Hourly Rate |
| |

Bidder agrees to provide services at or below its Maximum Straight Hourly Rate in accordance to the straight time, overtime and premium times formulas as provided below. Bidder agrees that its maximum straight hourly rate shall not increase during the first year of the contract and shall increase by two percent (2%) for each year of the contract.

Bidder to provide prices inclusive of overhead, profit and the applicable Prevailing Wage schedule as established by the Office of the New York City Comptroller. Bidder must conform to the provisions of Labor Law 220. Prevailing Wage schedules can be found using this web link for the Office of the New York City Comptroller: <http://comptroller.nyc.gov/prevailing-wage/wage-schedules/>

In submission of its bid, Bidder understands and accepts that the maximum percentage mark-up of materials, equipment and any subcontractors for other trades shall not exceed twenty (20%).

Straight Time: 8am – 5pm Monday-~~Saturday~~ Friday (including any holiday The Library is open to public)

Overtime: 5pm – 8am Monday- ~~Friday~~ and anytime Saturday (1.5 x Straight Time Rate)

Premium Time: Sundays (2.0 x Straight Time Rate)

Premium Time: Holidays that The Library is **closed** to the public (2.0 x Straight Time Rate)

Library Holiday Closings

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Independence Day

(If July 4th falls on weekend day observed will vary)

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Name of Firm

Date

Address / Telephone / FAX

Name of Contractor Title

Signature of Contractor e-mail

FORM # 5

VENDOR RESPONSIBILITY QUESTIONNAIRE

| |
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| Legal Business Name: |
| EIN: |
| Address of the Principal Place of Business/Executive Office: |
| New York State Vendor Identification Number: |
| Telephone/Fax: |
| Email: |
| Website: |
| Authorized Contact for this Questionnaire: |
| Name: |
| Telephone/Fax: |
| Title: |
| Email: |

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) (if applicable):

- I. Business Characteristics
 - a. Business Entity Type: _____
 - b. Was the Business Entity Formed in New York State? _____
 - c. If no, indicate jurisdiction where Business Entity was formed: _____
 - d. Is the Business Entity currently registered to do business in New York State with the Department of State? _____

- e. If no, explain why the Business Entity is not required to be registered in New York State.

- f. Does the Business Entity have a DUNS Number? If so, please provide: _____
- g. Is the Business Entity’s principal place of business/Executive Office in New York State? If no, does the business entity maintain an office in New York State? _____
- h. Is the Business Entity a NYS or NYC Certified Minority or Women Owned Business (M/WBE)? If so please indicate which certification and the certifying entity.

- i. Identify current Key Employees of the Business Entity. Attach additional sheets, if necessary.

II. Contract History

- a. Has the Business Entity held any contracts with the City of New York, Queens Borough Public Library and/or New York State governmental entities in the last three (3) years? If yes, attach a list including the agency name, contract amount, contract start date, contract end date and the contract description.

III. Integrity -- Contract Award: Within the past five (5) years, has the business entity or affiliate:

- a. Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a governmental entity? _____
- b. Been suspended, cancelled or terminated for cause on any government contract? _____
- c. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? _____
- d. Entered into a formal monitoring agreement as a condition of a contract award? _____

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

IV. Certifications/Licenses

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? _____

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

V. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

- a. Been the subject of a civil complaint? _____
- b. Been the subject of a judgment or conviction for conduct constituting a crime? _____
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful? _____
- d. Had any New York State Labor Law violation deemed willful? _____

VI. Leadership Integrity: Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation within New York State been subject to:

- a. A sanction imposed relative to any business or professional permit and/or license? _____
- b. An investigation, whether open or closed, by any governmental entity for a civil or criminal violation for any business related conduct? _____
- c. A conviction or judgment of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness? _____
- d. Misdemeanor or felony conviction for:
- i. Any business-related activity, including, but not limited to, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or

- ii. Any crime, whether or not business related, the underlying conduct of which related to truthfulness, including, but not limited to the filing of false documents or false sworn statements, perjury or larceny?

FORM # 6

ACKNOWLEDGEMENT OF ADDENDA

Name of Firm

| | |
|--|--------------------|
| TITLE OF BID: System Wide Painting Services | Bid: 0721-2 |
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Instructions: Prospective Bidder is to fill in **Trade** and **PIN** number (above), check / complete **Part I or Part II** of this form (whichever is applicable) and sign and date the form. This form serves as the prospective Bidder’s acknowledgement of the receipt of Attachments to this Bid which may have been issued by the Library prior to the proposal due date and time.

___ Part I – Listed below are the dates of issue for each Addendum received in connection with this BID.

- Addendum # 1, dated _____
- Addendum # 2, dated _____
- Addendum # 3, dated _____
- Addendum # 4, dated _____
- Addendum # 5, dated _____

___ Part II – No Addendum(s) were received in connection with this BID.

Prospective Bidder’s Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

FORM # 7 QUEENS PUBLIC LIBRARY CHECKLIST

PIN NUMBER: 0721-2

BID TITLE: Painting Services

VENDOR NAME: _____

TELEPHONE NO.: _____

EMAIL ADDRESS: _____

CHECK EACH ITEM BELOW TO ENSURE ALL REQUIRED FORMS AND DOCUMENTS ARE INCLUDED WITHIN YOUR BID SUBMISSION.

Required Forms and Submittal Requirements:

- Form #1 – Statement of Understanding**
- Form #2 – References**
- Form #3 – Non-Collusive Bidding Certification**
- Form #4 – Bid Sheet**
- Form #5 – Vendor Responsibility Questionnaire**
- Form #6 – Acknowledgment of Addenda**
- Form #7 – Queens Public Library Checklist**
- Bid Section III “Bidder Qualifications”. Bidder must include a response to all items numbered and attach to your bid. This is not a form. It is a required written response to Bid Section III “Bidder Qualifications”.**
- Upload a complete bid package to DropBox to:**

<https://www.dropbox.com/request/r3vix14oh03aUqvWIoVV>

By: _____

Signature of Partner or Corporate Officer