

EXPENSE PURCHASE ORDER

Order Number
Date Prepared 11/13/2012
Date Approved
Date To Vendor
Delivery Date
Order Type Purchase Order
Contract #
BFY

Vendor
SURROUNDART, LLC
63 FLUSHING AVE., UNIT 154
BROOKLYN NAVY YARD
BROOKLYN NY 11205
Attn: MICK MURRAY
Vendor Code: 00027454831
Tel.#: (718) 852-4888

THE CITY OF NEW YORK PURCHASE ORDER

Terms:
U/A 390
Budget Code 3290
Detail Object 608
Sub Object
Rpt. Category
Order Action New
Function
Activity
Ref. Req. 20132013067
Ref. Code
Agency Code 858
PIN 8581339063

Culver Is

DCAS/Asset Management/BUDGET
1 Centre Street, 16th floor
New York NY 10007
Attn: Lana Kim
Tel.#: (212) 386-0374

Invoice To

DCAS/DFMO/Audits & Accounts
1 Centre Street 17th Floor
New York NY 10007
Attn: MARTIN AYALA
Tel: (212) 689-7020

Total Order Amount: 549,801.00

Notes:

<u>Item #</u>	<u>Commodity Code</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Discount</u>	<u>Sub Total</u>
1		1.0	Year(s)	348,801.00	0.00%	348,801.00

Descriptions: As per Quote dated 10/25/12

FABRICATE AND FIT ARMATURE FOR CIVIC VIRTUE STATUE.

Design Cost for labor of Armature \$9,282.00

Labor Cost for labor and equipment to fabricate and fit armature \$27,445.00

Materials Cost for materials needed to fabricate structure: \$13074.00

RECEIVED
JAN 17 1968

⑤

Prepared By محمد حسن عيسى

Approved By [Signature]

Approved By (Auditor and Accountant) M. K. Singh

CERTIFICATE OF ACCEPTANCE INTO FMS

"I certify that sufficient funds are available and have been encumbered in the above named accounts codes."

By: Marisa [Signature] Date: 11/13/12

SURROUNDART LLC

63 Flushing Avenue, Unit 154

Brooklyn, NY 11205

718 852 4898

Submission for PIN # 85613390693

City of New York

Department of Citywide Administrative Service

Division of Asset Management

Due Date: October 26, 2012 by 1 pm

Deliver to: Martin Cohen
Deputy Agency Chief Contracting Officer
NYC Department of Citywide Administrative Services
One Centre Street, 18th Floor South
New York, NY 10007
Re: Custom Armature for Civic Virtue

Table of Contents:

- 1. Detailed Plan of how Contractor will fulfill the requirements**
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 - e. Evidence of Insurance**
 - f. Iran Divestiture Form**

surroundart[®]

Plan for the fabrication of a custom armature for *Civic Virtue*

Based upon an on site survey, and consultations with the contracted conservator and rigging crew, Surroundart will design a custom armature to support and lift the *Civic Virtue* statue. The design will address any concerns with the structural and surface integrity of the statue. It will also address the logistics for lifting the piece and laying it down for transport.

The majority of the fabrication of the armature will take place off-site. We assume all welding and tooling to be done off site and mechanical fastening to take place on-site. This will reduce the exposure to the piece as well the amount of time needed on-site. Once the steel elements are fabricated, they will be delivered to the site and assembled around the sculpture using a crane. The armature will be custom fit with dunnage to pad out the areas that come into contact with the statue. Surroundart will consult with the contracted conservator as to the placement and type of materials necessary for properly protecting and supporting the statue.

New York
63 Flushing Ave, Unit 154
Brooklyn, NY 11205
718.852.4898 (tel)
718.852.1066 (fax)

www.surroundart.com

Washington DC
2914 V Street, NE
Washington, DC 20018
202.269.1361 (tel)
202.269.4733 (fax)

Qualifications, Experience and References

Surroundart is a 14 year old fine art handling Specialist Company founded in Washington DC by former Smithsonian Institution employees and expanding to New York City in 2004. Over the course of the last 14 years Surroundart has created hundreds of custom fine art armatures for the purpose of securing, displaying, handling and relocating objects ranging from Dinosaur eggs that needed to be repatriated from the American Museum of Natural History to the Mongolian government to stone carvings weighting many tons from the tombs of the pharaohs Amenhotep II and Thutmose IV on behalf of the Egyptian government for a U.S. tour.

Recently, Surroundart was contracted to relocate a full body bronze of George Washington along with its poured concrete pedestal and a full body plaster of Thomas Jefferson at NYC's City Hall. Both pieces requiring specialty armature to assist in their relocation, for the Jefferson Statue a wooden apparatus was designed and created to protect the damaged plaster that would allow the piece to be rotated from an upright position to a flat (lying) position allowing the piece which needed to be removed from City Halls Council chamber. The Washington bronze statue's concrete pedestal required a welded steel base plate that would cradle the pedestal and allow the pedestal to be sprung from the marble floor severing embedded steel pins that were epoxy connected. Both projects where undertaken successfully.

Contact: Philip J Kelly
Executive Director
Facilities, Construction Management & Operations
Office of The Mayor
City of New York
P:212 788 7435

Surroundart was contracted by Pace Gallery to relocate Alexander Calder's 10,000 lb stabile "Ordinary" from NYC to the Emirates Palace in Abu Dhabi. Due to the weight and large size, Surroundart customized a 20 foot long sea container with a welded steel armature that would allow the work to be shipped over seas. The same armature was then used to cradle the steel sculpture while being rigged into its new location in front of the palace.

Contact: Elizabeth Sullivan
Director
The Pace Gallery
32 East 57th Street, 4th Floor
New York, NY 10022
1212.421.3292 – main

Surroundart was contracted by the United Nations to de-install, rig and pack Candido Portinari's "War and Peace" murals from the delegates' lobby of the General assembly building back to Brazil for conservation during the U.N.'s renovation. The 246' high 30' wide murals required a custom welded armature, fabricated by Surroundart, to assist in the rigging and lowering of the 5' by 30' panels, weighing thousands of pounds, safely to the ground. Surroundart will reinstall the murals using the same armature in 2014 when the murals return to the U.N.

Contact: Ana C. Villegas del Valle
CMP Coordination Team
United Nations, New York
Phone: 212 963 7691

Other References:

Kenneth S. Moser
Carol Lee Shen Chief Conservator and
Vice Director for Collections
The Brooklyn Museum
Phone: 718.501.6277

Jennie Runnels, Registrar
The Virginia Museum of Fine Arts
Phone: 804-340-1553

surroundart^{inc}

Date of Quote: Thursday, October 25, 2012 (This quote is valid for 30 days.)

Job Name/Ref.: Civic Virtue Armature

Customer: City of New York

SurroundArt Rep: Michael Murray

Estimate #: SA23307

Item	Description	Cost
Design	Cost for labor to design armature.	\$9,282.00
Labor	Cost for labor and equipment to fabricate and fit armature.	\$27,445.00
Materials	Cost for materials needed to fabricate armature.	\$13,074.00
TOTAL ESTIMATED COST:		\$49,801.00

Payment Terms:

- Net 30
- Changes that occur during the project may cause time, cost, and other factors to the job to be adjusted.

Payment Method: ☐ cash ☐ check ☐ credit card ☐ electronic funds transfer

Agreed and accepted on behalf of:

In the amount of:

by:

Printed Name

Signature

Date

Billing Address:

Street Address: _____

City, State Zip: _____

New York
63 Flushing Ave, Unit 154
Brooklyn, NY 11205
718 252 4998 (tel)
718 252 4966 (fax)

www.surroundart.com

Washington DC
2914 V Street, NE
Washington, DC 20018
202 299 1331 (tel)
202 299 4733 (fax)

ATTACHMENT A
(PROPOSAL COVER LETTER)

FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY AND REQUIRED TO DESIGN AND FABRICATE A CUSTOM ARMATURE TO SUPPORT AND LIFT THE CIVIC VIRTUE STATUE FOR ITS RELOCATION TO THE GREENWOOD CEMETERY, WILLOW AVENUE, NEW YORK, NY

Pin #85613390693

Proposer

Name: SURROUND ART LLC

Address: 63 FLUSHING AVE UNIT 154
BROOKLYN NY 11205

Tax Identification #: 20-048 1515

Proposer's Contact Person

Name: Michael M. Murray

Title: CEO

Telephone #: 718 852 4898

Proposer's Authorized Representative:

Name: Michael M. Murray

Title: CEO

Signature: *Michael M. Murray*

Date: 10-25-2012

ATTACHMENT B: PRICE PROPOSAL

Pin #85613390693

TOTAL PRICE: \$ 49,801.⁰⁰

TOTAL PRICE IN WORDS: Forty-Nine Thousand Eight Hundred and one dollars

VENDOR INFORMATION:

COMPANY NAME: Surround Art LLC

ADDRESS: 63 FLUSHING AVE UNIT 154
BROOKLYN NY 11205

Authorized Representative (PRINT): Michael M. Murray

Authorized Representative (Signature): Michael M. Murray

Telephone #: 718 852 4898 **Fax #:** 718 852 4966

E-mail: Mick@surroundart.com **Date:** 10/25/2012

Note: As part of their Price Proposals, proposer should also attach sheet(s) providing a detailed breakdown of the pricing for each component of the proposal. The details of the pricing should include hourly rates for all proposed personnel, estimates for each resource to be used for the contract, and any other relevant project costs.

Attachment C Condition Report

Object: Civic Virtue, Kew Gardens, Queens Borough Hall
Materials: marble (white Georgia according to 2012 NYT Article)
Dimensions: Approximately 17 feet high
Artist: Frederick MacMonnies
Date: 1920
Owner: City of New York
Date of examination: October 12, 2012
Conservator: Sarah Nunberg

Description of the Section Examined:

The sculpture of a male figure, "Virtue" and two females, "Vice" at this date is made of two pieces of marble, which are nearly entirely separate from each other. The male and female figures, the back of the serpent and the quatrefoil base are comprised of one piece of marble and the front section of the serpent and its supporting quatrefoil section comprise a second piece of stone.

The entire statue rests on an independent quatrefoil, the same thickness as the integral base. There appears to be minimal mortar holding the two layers together.

Condition:

The following report is based on examination of the sculpture with a ladder, allowing close access to the lower half. There was no close access to the male figure above his knees.

This statue is in poor condition.

The entire stone is uneven in color with black marks, drips and bright white worn and eroded areas throughout. The surface is covered with biological growth, carbon deposits, bird feathers and droppings. The stone is weathered and eroded along most of the top surfaces and on underlying areas that are subject to water flow and drips.

The stone itself is sugaring in many areas, leaving the surface rough, granular and when wiped with a finger the surface feels dusty or sandy. Areas that are especially sugary include the hair/tentacles that cover the PL Virtue figure's head, and the surface under the serpent body on the back of the sculpture-areas where water accumulates and drips. From the lower half of the sculpture, it was possible to see that the male figure's right hand is worn and the definition of the fingers is lost. His face is also worn with the detail gone from much of the front of the face. Other areas of the male figure are probably worn and sugary as well- closer access would allow for a better assessment.

Multiple open and hairline cracks were noted on the lower half of the sculpture.

The hairline cracks are continuous- they are not blind and extend across the stone forms, resulting in large unstable sections. Continued exposure to water and freeze-thaw cycles will likely cause the hairline cracks to become open cracks that penetrate through the stone and ultimately the stone will cleave along this line.

Sarah Nunberg, The Objects Conservation Studio, LLC
272 14th Street, Brooklyn, NY 11215
snunberg@aol.com 347-907-4496

The sections with hairline cracks are most significant in the following locations:

- Front reclining female Virtue figure (PL figure): hairline cracks were noted around the circumference of the left forearm, and longitudinally through the tentacles that intertwine this figure's hair.
- Back reclining female Virtue figure (PR figure): there is an extensive hairline crack that begins in the attached quatrefoil base below the PR figure's left arm, continues through the serpent body, through her arm, both breasts, around her back, between the serpent and the back of her body, and through to the PL side of the statue into the quatrefoil base near the M of the artist's signature.
- On the PL side of the quatrefoil base: the stone has at least six longitudinal blind hairline cracks.

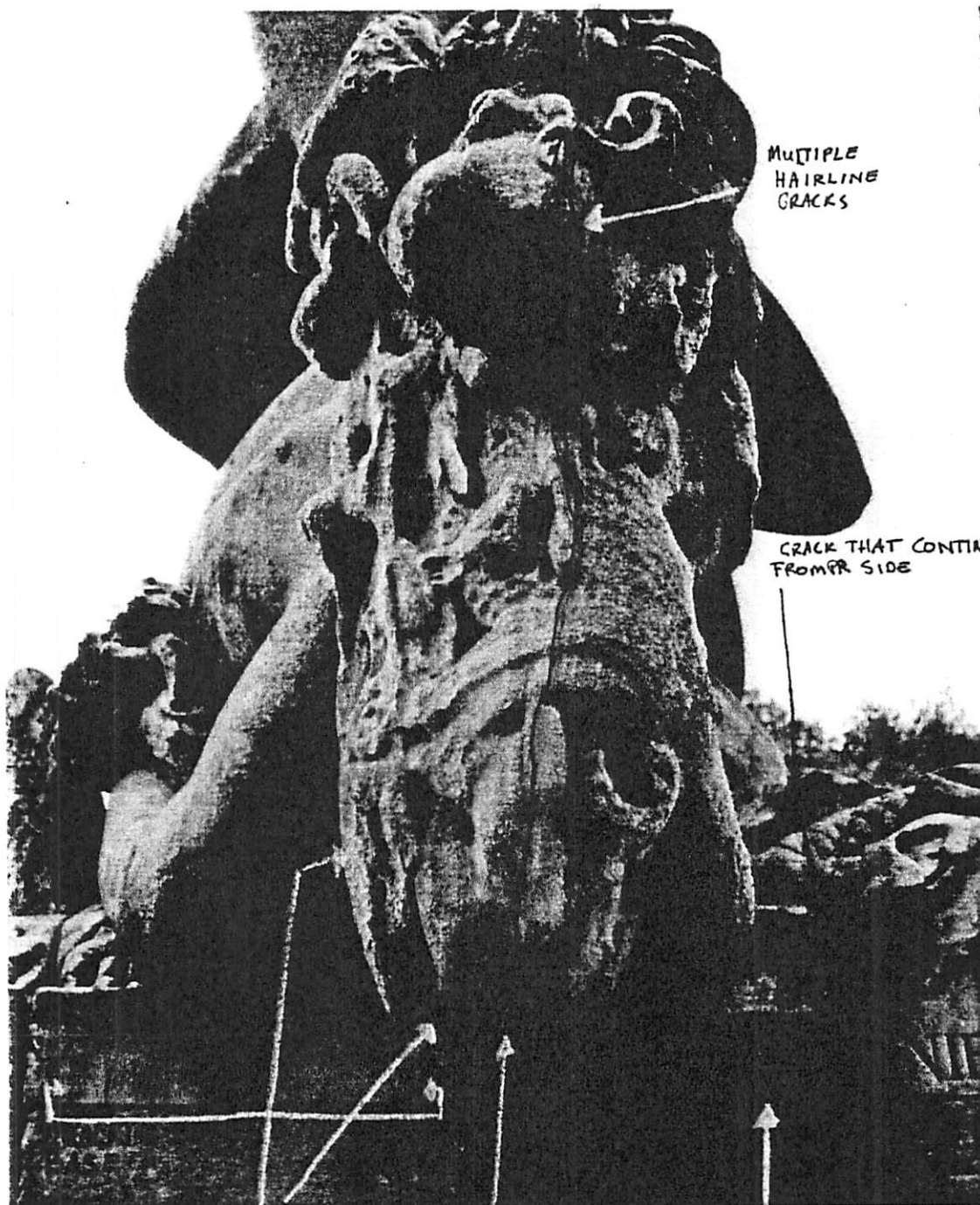
Two areas of the sculpture appear to have been cut and then joined to the main section. In these areas, the attached forms are the same color and porosity as the rest of the statue. The join surfaces are regular and smooth- not fragmented. There are no losses on either side of the join surfaces (indicating that the attached sections were not cut or fractured after carving). The joins mostly follow the lines of the carved forms and are hidden by the shapes of the original carving. The carved forms on either side of the joins are continuous in mass, shape and line.

The attached sections can be found in the following areas:

- The front section of the statue base comprising the serpent body in front of the front female figure's torso. Currently the two sections are separated along the join line by a nearly one inch wide gap and the front section appears to be tilting out, away from the stone. The gap has been filled with mortar, although much is missing and some is covered with biological growth.
- An approximately one foot by one foot section of the leaf/vine section across the PR figure's waist is defined by a regular cut line that follows the join between the female's torso and the serpent. The gap along the cut has not been filled with mortar.

There is one obvious repair on the sculpture, found on the PR figure's left hand pointer finger, and continues to an approximately five inch by five inch adjoining area on the section of the serpent that the hand holds. The marble used for the repair is darker and more porous than the surrounding marble, and the form does not match the surrounding carving. The seam around this repair is open (about one half an inch wide).





SUGARY SURFACE

CRACK AROUND FRONT
VIOLETIC HEAD

END OF CRACK FROM
PR SIDE



SEPARATING FRONT

OPEN CRACK

HAIRLINE CRACK AROUND ARM



Sarah Nunberg, The Objects Conservation Studio, LLC
272 14th Street, Brooklyn, NY 11215
snunberg@aol.com 347-907-4496



SARAH NUNBERG OCTOBER 2012

SEAM OF SEPARATE
SECTION

CRACK THAT CONTINUES
THROUGH PL BASE

**CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICE
DIVISION OF ASSET MANAGEMENT**

SPECIFICATIONS

PIN# 85613390693

FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY AND REQUIRED TO DESIGN AND FABRICATE A CUSTOM ARMATURE TO SUPPORT AND LIFT THE *CIVIC VIRTUE* STATUE FOR ITS RELOCATION TO THE GREENWOOD CEMETERY, WILLOW AVENUE, NEW YORK, NY

ALL WORK PERFORMED IS UNDER THE JURISDICTION OF THE DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES ('DCAS').

**PRE-BID SITE VISIT WILL BE HELD ON MONDAY OCTOBER 22, 2012 AT 1:30PM
MEETING WILL BE IN FRONT OF STATUE**

ATTACHMENTS ACCOMPANY THESE SPECIFICATIONS

This is a LUMP SUM contract not to exceed \$50,000, pursuant to which the Contractor shall design and fabricate the armature.

1.0 INTENT

- 1.1 It is the intent of these Specifications that the Contractor shall perform all the work outlined in these Specifications or required to produce the results intended and he shall complete the work in a good, substantial and workmanlike manner. It is also the intent of the Specifications that the Contractor shall furnish, deliver and supply all labor and materials, supplies, tools and equipment required for the proper performance and completion of the work, including any items not particularly mentioned in these Specifications, but obviously necessary for the proper performance of the work.
- 1.2 Whenever any feature of the work is not fully set forth in Specifications, it shall be completed in a manner conforming to the best modern practice in work of this character. It is the intent that the contractor shall complete the work and leave it in first class condition and ready for use at the completion of each day.

2.0 SITE VISIT

- 2.1 A site visit is scheduled for MONDAY OCTOBER 22, 2012 AT 1:30PM. Vendors are strongly encouraged to participate in this site visit. Vendors must meet in front of the statue.

3.0 GENERAL REQUIREMENTS

- 3.1 The work will be under the supervision of the DCAS Project Manager and must be completed to his/her satisfaction. The Contractor shall refer to this Project Manager for instructions and decisions as to staging or order of performance of work, any questions of conflicts in contract documents, and any communications or requests from other agencies or personnel regarding this work. No changes or extra work shall be performed without prior written instruction from the Project Manager.

4.0 SCOPE OF WORK

It is the intention of the City of New York, through these specifications, to have a Contractor provide all labor, materials, tools and transportation necessary for the design and fabrication of a custom steel armature with structural welds to cradle and support *Civic Virtue*, a 17-ton marble statue, for relocation purposes. Conditions of the statue are outlined in the 2011 Condition Report (Attachment C) and 2011 Crack Survey (Attachment D). The Contractor must work closely with the conservator, art transportation firm and rigger to develop a plan for the armature.

- 4.1 Any part of the artwork damaged by the Contractor during the performance of this contract shall be restored and made good at the Contractor's expense in a manner satisfactory to the Commissioner. The Contractor shall not interfere with the normal functioning of the surrounding buildings or its occupants.
- 4.2 Any part of the surrounding buildings damaged by the Contractor during the performance of this contract shall be restored and made good at the Contractor's expense in a manner satisfactory to the Commissioner.

5.0 LOCATION OF WORK

The fabrication of the metal armature must be done off-site, but assembled on-site at the southeast corner of 80th Avenue and Queens Boulevard.

6.0 FORMAT AND CONTENT OF PROPOSAL

- 6.1 The proposal submitted in response to this RFP should consist of three sections addressing:
- a. Detailed plan on how Contractor will fulfill the requirements of this RFP
 - b. Qualification of Contractor (See Section 7.1 for description)
 - c. Fee: The Contractor will enter a total cost submission.
- 6.2 Any deviation from this format stated above may be cause for disqualification. Proposals should be based on the general guidelines and Scope of Services, as well as the site visit.

- 6.3 In addition, proposers are to return completed Doing Business Data Form (Attachment F), Iran Divestiture Form (Attachment G) and EFT Form (Attachment H)

7.0 QUALIFICATIONS AND EXPERIENCE

- 7.1 The chosen Firm must be well established with substantial expertise in metal fabrication and structural welding for the purposes of artwork relocation. The Firm and its subcontractors shall have adequate resources to provide qualified personnel in a timely manner. The successful bidder shall submit to the Director of Agency Small Purchasing the following information relating to the bidder's qualifications and competence to perform the work requested by DCAS Asset Management:

- 1) Must show three (3) years experience in providing similar services, include date of completion, location and name and phone number of references.
- 2) Provide a list of at least two (2) contracts, private or public, whether completed or currently in effect, with a similar scope of services.

8.0 EVALUATION OF PROPOSALS

- 8.1 The proposals will be evaluated based on the best combination of the following:

- a. Quality and content of proposal (40 points)
- b. Qualifications and relevant experience (40 points)
- c. Cost (20 points)

- 8.2 The proposals will be reviewed and evaluated by the Public Design Commission of the City of New York ("Design Commission") and DCAS

9.0 LIQUIDATED DAMAGES

- 9.1 It is expected that the Contractor will be instructed to begin work immediately upon signing the contract. In case the Contractor shall fail to commence the work of this agreement within the time fixed for commencement, the damages to the City of New York cannot be ascertained accordingly; in the event of such failure, the Contractor shall pay to the City the fixed sum for LIQUIDATED DAMAGES and not as a penalty.

- 9.2 The fixed sum for LIQUIDATED DAMAGES shall be a daily rate in the amount of \$1,500.

10.0 TIME OF COMPLETION AND TERMINATION OF AGREEMENT

- 10.1 DCAS, at its option, may terminate this agreement at any time within ten (10) days written notice to the Contractor. In the event of termination, the Department shall be liable to the Contractor only for those costs of work satisfactorily completed up to the time of the termination.

11.0 RFP TIMELINE

<u>Date</u>	<u>Event</u>
October 19, 2012	Solicitation Issued
October 22, 2012 – 1:30pm	Site Visit
October 26, 2012 – 1:00pm	Proposal Submission Deadline

- 11.1 Proposals may be either delivered by hand or sent by overnight mail (signature required) clearly labeled as follows:

Martin Cohen
Deputy Agency Chief Contracting Officer
NYC Department of Citywide Administrative Services
One Centre Street – 18th Floor South
New York, New York 10007
RE: Custom Armature for Civic Virtue

- 11.2 Please note that the Department of Citywide Administrative Services Normal Hours of Operations is 9:00am – 5:00pm.

- 11.3 Questions regarding this Request for Proposal should be sent by e-mail to lkim@dcas.nyc.gov on or before the established deadline stated above.

- 11.4 DCAS will not be responsible for lost, delayed, or misdirected mail. Faxed or e-mailed price proposals will not be accepted.

12.0 Compliance with Local Law 34 of 2007

- 12.1 Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form (Attachment F) and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the *proposal* is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than four (4) days from the date of mailing or upon delivery, if delivered.

INSURANCE REQUIREMENTS FOR PURCHASE OF CONSTRUCTION, REPAIRS, AND EQUIPMENT INSTALLATION UNDER \$100,000

1. Commercial General Liability Insurance

A. The Contractor shall provide a Commercial General Liability Insurance policy covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000). This policy shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Agreement. Coverage under this policy shall be at least as broad as that provided by Insurance Services Office ("ISO") Form CG 0001 (12/04 ed.) and must be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City as an Additional Insured under this policy. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as ISO Form CG 20 10 (07/04 ed.). Such insurance shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

2. Workers' Compensation and Disability Benefits

The Contractor shall provide Workers' Compensation Insurance and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Agreement.

3. Employers' Liability

The Contractor shall provide Employers Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this Agreement.

4. General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

B. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Agreement and shall be authorized to perform services only during the effective period of all required coverage.

5. Proof of Insurance

A. The Contractor shall not commence services under this Agreement unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate hereunder does not excuse the Contractor from securing a policy consistent with all provisions of this Article or any liability arising from its failure to do so. The Contractor's indemnification obligations shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided under this Agreement.

B. For CGL insurance, the Contractor shall file a Certificate of Insurance with the Department. This Certificate shall set forth the required limit of coverage (or more) and the City's status as additional insured pursuant to ISO Form CG 20 10.

C. For Workers' Compensation Insurance and Disability Benefits Insurance, ACORD forms are not acceptable proof of coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the City: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance.

D. The Contractor shall be obligated to provide the City with a copy of any policy required by this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

ATTACHMENTS:

Attachment A: Proposal Cover Sheet

Attachment B: Price Proposal

Attachment C: 2011 Condition Report

Attachment D: 2011 Crack Survey

Attachment E: NYC Terms and Conditions

Attachment F: Doing Business Data Form

Attachment G: Iran Divestment Form

Attachment H: EFT Certification

ATTACHMENT A
(PROPOSAL COVER LETTER)

FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY AND REQUIRED TO DESIGN AND FABRICATE A CUSTOM ARMATURE TO SUPPORT AND LIFT THE *CIVIC VIRTUE* STATUE FOR ITS RELOCATION TO THE GREENWOOD CEMETERY, WILLOW AVENUE, NEW YORK, NY

Pin #85613390693

Proposer

Name:

Address:

Tax Identification #:

Proposer's Contact Person

Name:

Title:

Telephone #:

Proposer's Authorized Representative:

Name:

Title:

Signature:

Date:

ATTACHMENT B: PRICE PROPOSAL

Pin #85613390693

TOTAL PRICE: \$ _____

TOTAL PRICE IN WORDS: _____

VENDOR INFORMATION:

COMPANY NAME:

**ADDRESS:
.....**

Authorized Representative (PRINT):

Authorized Representative (Signature):

Telephone #: Fax #:

E-mail: Date:

Note: As part of their Price Proposals, proposer should also attach sheet(s) providing a detailed breakdown of the pricing for each component of the proposal. The details of the pricing should include hourly rates for all proposed personnel, estimates for each resource to be used for the contract, and any other relevant project costs.

MICHAEL MORRIS

Sculpture and Architecture Conservator
448 Beach 144th Street Neponsit, New York 11694
Email: MDMORSZ@HOTMAIL

Civic Virtue Treatment proposal

Civic Virtue
Frederick MacMonnies
Marble
Approximately 17' x 10' x 10'
1920
Queens City Hall

DESCRIPTION

A monumental Fountain titled 'Civic Virtue', designed by F.W. MacMonnies and carved by the Piccirilli brothers. A historically significant piece, which dates from 1920. The fountain can be considered to be within the style of the Beaux-arts.

It depicts the myth of Heracles and his vanquish of the Sirens. The sculpture of Heracles and the Sirens is carved in the round and is for the most part from a single monolithic marble block, it stands on a pedestal above a quadrant of bowls within a circular basin.

OBJECTIVE

It has been proposed to dismantle and relocate the Civic Virtue from Queens Borough Hall. The monument is currently situated adjacent to a busy main highway and Queens Boulevard.



Comparison of surface condition mid treatment



An example of the accumulative deterioration from general neglect, environmental and mechanical damage.

CONDITION

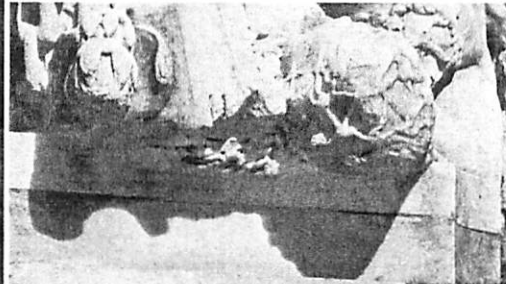


The figurative elements and internal quadrant have received a preliminary clean and a detailed surface and structural condition survey.

A general inspection of the marble's composition indicates the marble is a high-grade white statuary marble with limited inclusion and appears as such from original photographic publications.

Petrographic analysis can confirm if the marble is of American or European origin. Knowing the origins of the marble would aid in

understanding the pathology of decay in other conditions.



Vertical fractures weaken a carved section of edge bedded marble.



All four Dolphins beaks have been damaged.

The condition survey revealed a consistent general even pattern of erosion to the marble surface that can be attributed to weathering and bio deterioration. Accelerated dissolution of the marble has occurred in areas of mechanical damage and the exposed weaker bedding planes and inclusions. Environmental pollution is evident with sulfation deposition under the legs and arms of Heracles. Fracturing is evident within the exposed weaker bedding planes and as is typical for marble edge bedding is of particular concern and will require periodic monitoring.

MICHAEL MORRIS
Sculpture and Architecture Conservator
448 BEACH 144TH NEPONSIT
11694 NEW YORK
E MAIL MDMORRISZ@HOTMAIL.COM

FRACTURE MAPPING AND GENERAL CONDITION ASSESSMENT

Civic Virtue
Frederick MacMonnies
Marble
1920



Outline:

A summary report with recommendations made post cleaning on the general condition of the sculpture and its overall stability.

Surface Condition:

The marble has surficial erosion that is typical of weathering in the east coast of the United States. Sugary areas are apparent on the top faces of sculpture, exposing the large and loosely bound grain structure of this marble. Previous aggressive surface cleanings have increased the erosion and decay of this sculpture.

Areas of veining and fracturing are apparent after a superficial cleaning of the sculpture. The fractures in the marble look to be part of the original sculpture and not part of the general erosion and decay of an outdoor monument.

The front part of the pedestal is a separate stone, and sits in front of the monumental block that contains the figures. This stone is moving forward due to pressure put on it by two separate root systems. The trees and roots were removed but it is uncertain the hidden extent of these roots.

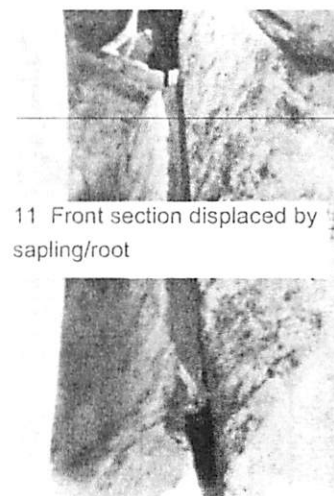
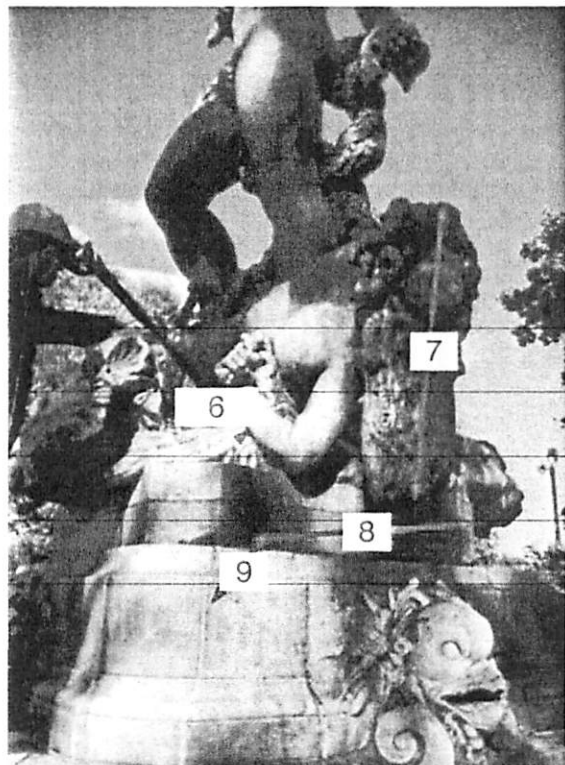
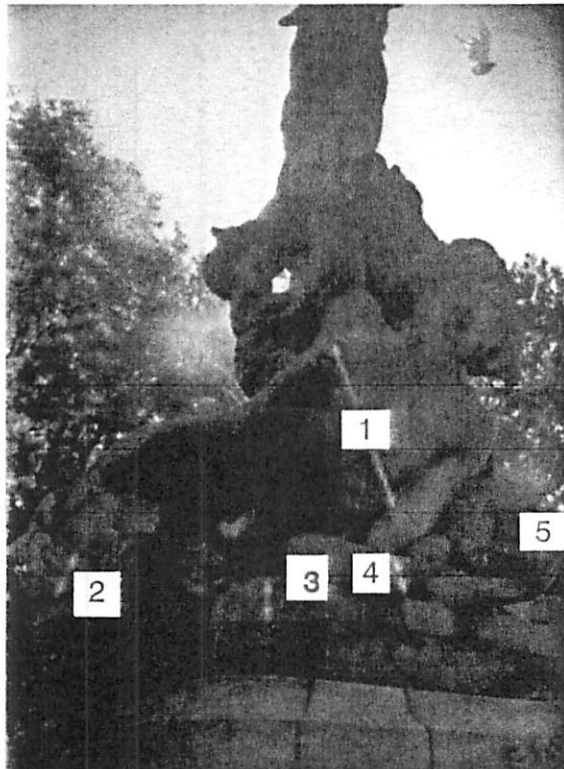
A large fracture exists at the back of the sculpture along the pedestal and into and across the proper left siren. The fracture has been "repaired" with concrete at some previous time to prevent water ingress. The fractured area will need to be completely strapped to assure stability.

Two bedding planes across the thigh of the right leg of Heracles, and one below the knee could be unstable. The bedding planes skew at the same angle and because of the proximity to each other would need external bracing.

Listed below are a series of photographic notations that highlight potential weaknesses in the marble.

Fracture mapping

The images depict structurally vulnerable areas which, are highlighted with red directional arrows and annotated by number on the following page.



11 Front section displaced by sapling/root

View of rear inclusion fracture and displacement of front stone section



1. An area of variegated inclusions with soft banding. The stones strength is compromised. This area will require additional cushioned support.
2. Pieced in section believed to be original will require additional support prior to lifting.
3. Minor soft banding.
4. A continuation of weathered banding as highlighted at section 2.
5. Fragile area to the sirens hand with an unstable previous repair which will require cushioned protection from compression or possible impact.
6. Hairline fracture through Sirens wrist.
7. Heavily weathered and edge dressed 'soft' banding plane through hanging ornament. This area will require independent cushioned braced support.
8. Open fault.
9. Open fault with interconnected minor fractures.
10. Severely weathered banding with inclusions and extended fracture. This area will require cushioned braced support.
11. Front sectional piece of base is not connected to the figure and is being displaced forward by tree sapling.
12. Prominent seams or bedding plane across the right thigh, and below the right knee.

Summary

The sculpture should have separate external support and strapping around areas that have been designated.

Soft, loosely bonded areas can be wrapped in tyvek to minimize abrasion against the compromised marble surface. The sculpture would benefit from a complete wrapping, or covering with Tyvek prior to any external support or strapping.

The fracture that runs through the back of the sculpture from right to left, listed as # 1 and #10 are closely related. This area should be strapped with cushioned support prior to any handling.

SPECIAL INSTRUCTIONS TO BIDDERS

CONTRACT SPECIFIC TERMS AND CONDITIONS

1. PPB Rules:

Procurement Policy Board (PPB) Rules: This Purchase Order (PO) is subject to the provisions of the PPB rules which govern this procurement.

2. False Statements:

A materially false statement willfully or fraudulently made by the vendor in connection with procurement may result in the termination of this PO as well as any other PO or contract between vendor and the City. Vendor may also be barred from future City procurements as well as be subject to possible criminal prosecution.

3. New Merchandise; "Or Equal" Bid:

New Merchandise; "Or Equal" Bidding: All materials and/or supplies provided by vendor in connection with PO must be new and unused. If a bid standard or equal is specified vendor may offer an article which vendor certifies to be equal and provide proof acceptable to the City in its sole and absolute discretion that the article is equal in quality, performance and other essentials to the bid standard. If vendor fails to name a substitute, vendor will be required to furnish the bid standard.

4. Irrevocability of Bid:

The prices vendor bids cannot be revoked and shall be effective for forty-five (45) days after receipt by the City.

5. Lump Sum POs:

Bids on lump sum POs will be compared on the basis of the lump sum price, adjusted for alternate prices bid, if any. If this solicitation is for "general construction work" which includes excavation, vendor should include any necessary excavation work in vendor's lump sums bid. If required by the solicitation, vendor should also bid a unit price for excavation of additional material and this unit price, when multiplied by the estimated quantities in the solicitation, will be added to the lump sum bid for bid comparison purposes.

6. Unit Price POs:

Bids on unit price POs will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities set for the solicitation multiplied by the corresponding unit prices, and including any lump sums bids on individual items, if any. Estimated quantities are for bid comparison purposes only and are not to be considered as a guarantee of work or a minimum purchase amount under this PO. The quantities actually required to complete the work may be less than the estimated quantities and no action for damages or loss of profits shall accrue to vendor by reasons thereof.

7. Licenses & Permits:

Vendor shall give all necessary notices, obtain the required approvals or permits of all departments having jurisdiction, make and file all applications necessary to obtain such approvals, obtains all required certificates and inspections and deliver them to the City, and comply with all Federal, State and local laws, rules and regulations applicable to this procurement, as amended. This shall not be interpreted as permitting the use of material or equipment inferior to that set forth in the solicitation unless specifically mentioned as violating the such rules and regulations.

8. Intent:

It is the intent of the solicitation and this PO to require vendor to furnish all labor and materials, scaffolding, tools and equipment to complete the work in a good, substantial and workmanlike manner including, but not limited to, all materials not specifically mentioned but necessary to complete the work. If any detail of the work is not fully set forth in the solicitation, it shall be deemed included and shall be performed in a manner conforming to the best modern practices for work of this character.

9. Material:

All material required for the work shall be new, unused, free from defects, of the best grade and quality, furnished in sufficient quantities to prevent delays and entirely satisfactory for the purpose intended. If a bid standard or equal is specified, vendor may offer a substitute which vendor certifies to be equal and vendor must offer proof acceptable to the City in its sole and absolute discretion that the substitute is equal in quality, performance and other essentials to the bid standard. If vendor fails to name a substitute, vendor will be required to furnish the bid standard. If required, three (3) copies of working drawings, cuts and equipment specifications shall be submitted to the City, and vendor may not proceed until approved by the City in its sole and absolute discretion. All old material removed shall remain the property of the City and equipment delivered to the job site shall be carefully stored as directed by the City and protected and damaged material shall not be used on the work.

10. Public Buildings/Occupancy:

If the work is to be performed in a public building or facility or in any other occupied space vendor shall notify the City at least forty-eight (48) hours in advance of vendor's intention to begin work and all work shall be done at such times as will least interfere with building operations or create unnecessary noise or disruption to the tenants/occupants of the building. Vendor shall not interrupt any services nor interfere with them in any way without prior permission from the city and all interruptions and materials shall be made in advance with the City. Occupancy of the building or facility where the work is being performed shall not be construed as acceptance of the work in whole or in part nor shall it relieve vendor of the responsibility to replace any defective work or materials unless damaged by negligence on the part of the City.

11. Commencement & Performance:

Time is of the essence for the commencement and performance of the work required by this PO. Once vendor is advised by the city to commence such work, vendor shall commence and perform the work diligently and continuously, using such means and methods as will assure its completion no later than the time specified in the solicitation or this PO. Vendor shall give its personal attention to the work and shall employ and retain at the job site a competent foreman or superintendent and instructions given to such person shall be deemed given to vendor. Vendor shall employ only competent and skilled workers to perform the work and, if directed by the City, vendor may be required not use particular workers on the work. Vendor shall not, unless permitted by the City, employ workers or means or methods which may cause labor unrest by other workers employed by other contractors or persons.

12. No Damages for Delay:

If vendor is delayed in performance due to factors beyond vendor's control including, but not limited to, the acts or omission of the City, its officers, agents or employees, vendor may be allowed a reasonable extension of time to complete vendor's performance in accordance with the PPB Rules. By accepting this PO, vendor agrees to make no claim for damages for delay in performances of the work.

13. Liquidated Damages:

If vendor does not complete the work within the time specified in the solicitation or any job order issued in connection therewith, the damages suffered by the City are incapable of ascertainment. Accordingly, the sum set forth in the solicitation, if any, is hereby fixed as liquidated damages and not as a penalty for each and every business day that the time of completion of the work exceed that specified in the solicitation or job order, such liquidated damages to be deducted and retained by the Comptroller out of the monies which may otherwise become due and owing to vendor.

14. Inspection:

Vendor shall, at all times until vendor's work is accepted by the City, afford City representatives reasonable, safe and proper access to the job site to inspect all work done or being done at the site and also at the site of the manufacturer preparation of materials and equipment at the place of such manufacture or preparation. If directed in writing, vendor shall uncover or take down finished work and then restore it and, if the work thus exposed is satisfactory, vendor shall be paid the actual and reasonable cost of such uncovering, taking down and restoration.

15. Protection:

Protection of Work and of Persons & Property: At all times until vendor's work is accepted by the City, vendor shall be under an absolute obligation to protect the finished and unfinished work, and if there is any damage, loss, injury, theft and/or vandalism, vendor shall, at no additional cost to the City, promptly repair or replace such work as determined by the City in its sole and absolute discretion. Vendor is similarly under an absolute obligation to take all reasonable precautions including, but not limited to, providing, replacing and adequately maintaining guards, lights, barricades and enclosures to protect the persons and property of the City and of others from damage, loss or injury resulting from vendor's work or that of an approved subcontractor. Vendor hereby agrees to indemnify and hold the City harmless from and against any all claims, liabilities, losses, damages and expenses of any kind whatsoever including any damage to real or tangible personal property or for bodily injury, sickness an/or disease, including death, sustained by a person as a result of or arising from the performance of work under this PO. These provisions shall not be deemed to create any new right of action in favor of third parties against vendor or the City.

16. Maintenance & Guaranty:

Vendor must promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for one year subsequent to the date of final acceptance of the work required by this PO. Vendor shall obtain all manufacturer's warranties and guaranties of all equipment and materials required by this PO in the name of the City and shall deliver them to the City.

17. Changes:

Changes to this PO may be made only with the written authorization of the Agency Chief Contracting Office or his/her designee. Under no circumstances shall the total amount of this PO be increased to greater than the amount specified in the PPB Rules for small purchase procurements of construction/construction-related services.

18. VENDEX Questionnaires:

In accordance with the Administrative Code of the City of New York and PPB Rules, vendor may be required to submit completed VENDEX questionnaires before this PO can be awarded to vendor if this PO, when added to the sum total of all contracts, POs, concessions and franchises vendor has received from the City over the past twelve (12) months, equals or exceeds \$100,000.

19. Audit by Comptroller:

POs are subject to audit by the Comptroller. If vendor believes there has been unfairness, favoritism or impropriety in the bid process, vendor should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, NY 10007; telephone number (212) 669-3000.

20. Payment:

The City will make every effort to pay within thirty (30) days after receipt of a proper invoice, such invoices to be submitted no more than once a month. The City will also avail itself of cash discounts for payment within a prescribed period wherever possible.

21. Assignment/Subcontracts:

Vendor may not assign this PO or any payments due hereunder nor subcontract any of the work required hereunder without the prior written approval of the City and any attempt to do so without such prior written consent shall be void. If the City does consent to subcontracting, such approval is not intended to nor shall it be construed as creating any privity of contract between the subcontractor and the City.

22. Sales & Excise Tax:

The City is exempt from the payment of sales and excise taxes and if a price for goods or materials is required as part of this solicitation, the price bid shall be net, exclusive of taxes, and shall be so construed.

23. Labor Law Requirements:

Vendor is required to comply strictly with the Davis-Bacon Act, the New York State Labor Law, Sections 220 and 230, et seq. which requires that certain workers be paid prevailing wages and supplements as determined by the Comptroller, and any and all other Federal, State and local labor laws and regulations that may be applicable. Vendor must submit accurate payroll reports and other required documents and to verify attendance and job classifications being utilized in compliance with law, solicitation provisions and City procedures.

24. Insurance:

If the solicitation requires vendor to carry insurance in specified amounts, vendor's compliance with such requirements will be considered a material term of this PO and at all times until vendor's work is accepted by the City, vendor must maintain the specified insurance with companies authorized to do business in the State of New York. If vendor fails to do so, vendor will not be paid for any work performed when the required insurance coverage was not in full force and effect.

25. Limitation of Action:

No action arising out of this PO for any cause whatsoever shall be maintained against the City by vendor or anyone claiming under vendor unless such action shall be commenced within one (1) year after: (a) the expiration of the PO; or (b) the date of written notice from the City to vendor of complete acceptance or rejection of the work required hereunder, which is sooner.

26. Evaluations:

Vendor's failure to comply fully and faithfully with all terms and conditions of this PO and/or the solicitation shall be considered for evaluation purposes and may lead to a subsequent determination that vendor is not a responsible bidder for future procurements with the City and/or vendor being debarred by the City from future procurement opportunities.

27. Employment Discrimination:

No contractor, subcontractor or any person acting on their behalf shall in any manner discriminate against or intimidate any employee hired or to be hired under this PO on account of race, creed, color, national origin, sex or age. This PO may be canceled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violations of these provisions.

28. International Boycott:

Participation in an International Boycott: Vendor agrees that neither vendor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder. Upon the final determination by the United States Department of Commerce as to, or vendor's conviction or that of a substantially-owned affiliated company, participation in a violation of the Export Administration Act of 1979, as amended, or regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this PO. Vendor shall comply in all respects with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

29. Non-Collusion:

Vendor's submission of a bid in response to this solicitation, shall be construed as an affirmation, under penalty of perjury, that: (a) the prices in vendor's bid were arrived at independently without collusion, consultation, communication or agreement with any other bidder or potential bidder for the purpose of restricting competition; (b) vendor has not disclosed and will not disclose, prior to bid opening, vendor's bid to any other bidder or potential bidder; (c) vendor has not attempted nor will vendor attempt to induce any other potential bidder to submit or not submit a bid for the purpose of restricting competition. The fact that vendor may have published price lists, rates or tariffs covering any items being procured and have disclosed this information to others shall not constitute, without more, a violation of these provisions.

30. Other Affirmations:

Vendor's submission of a bid in response to this solicitation shall be construed as an affirmation, under penalty of perjury, that: (a) vendor is the only party with a financial interest in vendor's bid and that no one else has any such interest; (b) no member of the City Council or other officer, employee or person whose salary is payable by the City is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits thereof; (c) vendor are not in arrears to the City upon debt, contract or taxes are not a defaulter, as surety or otherwise, on any obligation to the City.

31 - 1. Investigations:

By accepting this PO, vendor agrees 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 designations to compel the attendance or witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interests to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation audit or inquiry.

31 - 2. Investigations:

(a) 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 or performance under any transaction, agreement, lease, permit contract or licenses entered into with 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 or New York, or: (b) 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 or and take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award, or or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation with the City, then;

31 - 3. Investigations:

(a) The commissioner of agency head whose agency is a party in interest to the transaction, contract, lease, permit, or licenses shall convene a hearing, upon not 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. (b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease permit, or license pending the final determination pursuant to 4 below without the City incurring any penalty or damages for delay or otherwise.

31 - 4. Investigations:

The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed: (a) 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 any business with, or entering into or obtaining any contract, lease, permit or license with or from the City of; and/or (b) The cancellation or termination of any and such existing City contracts, lease, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this 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 City incurring any penalty or damages in account of such cancellation or termination; monies lawfully due for goods delivered, work done, rental, or fees accrued prior to the cancellation or termination shall be paid by the City.

31 - 5. Investigations:

The commissioner or agency head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in paragraphs 5(a) and 5(b) below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 5(c) and 5(d) below in addition to any other information which may be relevant and appropriate.

31 - 5(a - d). Investigations:

(a) 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. (b) 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. (c) The nexus of the testimony sought to the subject entity and its contracts, leases permits or licenses with the City. (d) 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 4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 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:

31 - 6. Investigations:

Definitions for purposes of this section shall include the following:

(a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right. (b) The term "person" as 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. (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permits from or through the City or otherwise transacts business with the City. (d) 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.

31 - 7. Investigations:

In addition to and notwithstanding any other provision of this PO the Commissioner or agency head may in his or her sole discretion terminate upon not less than three (3) days written notice in the event vendor fail to promptly report in writing to the Commissioner or Investigation of the City of New York any solicitation of money, goods, request for future employment or other benefit or thing of value, buy or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this PO by vendor, or affecting performance of the PO



Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- ☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- ☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- ☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)
 ☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- ☐ The entity is not-for-profit ☐ There are no individual owners ☐ No individual owner holds 10% or more shares in the entity
☐ Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public

Dated:

NOTICE TO BIDDERS

Please note that, effective January 1, 2008, payments from the City of New York will be made by electronic funds transfer (EFT) as per the attached Electronic Funds Transfer memo. You are to complete the bottom section of the memo and return it with your bid response. The EFT Vendor Payment Enrollment Form is to be sent to:

**NYC Department of Finance, Treasury Division,
One Centre Street, Room 727,
New York, NY 10007
Attention: EFT**

or

Fax to: EFT at 212-669-4656.

Do NOT return the EFT Vendor Payment Enrollment Form with your bid response.

ELECTRONIC FUNDS TRANSFER MEMO

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City 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. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

- ☐ I agree to accept EFT and have forwarded a completed EFT Vendor Payment Enrollment Form to the Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT.

Please Note: EFT Vendor Payment Enrollment Forms are NOT to be submitted with your bid.

- ☐ I already receive payments via EFT.

Name of Firm: _____

Print Name: _____

Signature: _____

Title Date: _____



DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

Mail to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007
- Attention: EFT, or **Fax to:** EFT at 212-669-4656.

A blank coordinate grid consisting of 10 columns and 5 rows of squares. The grid is used for plotting a graph.

CONTACT PERSON TELEPHONE NUMBER:

A blank coordinate grid with x and y axes ranging from 0 to 10. The grid is used for plotting the graph of the function $y = \frac{1}{2}x^2$.

 **SAVINGS**

TELEPHONE NUMBER:

DATE _____

**DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT)
VENDOR PAYMENT ENROLLMENT FORM****GENERAL INSTRUCTIONS**

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT, or Fax to: EFT at 212-669-4656.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's E-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account: (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.