

**Contract No.** \_\_\_\_\_

**THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES**

**PROPOSAL FOR BIDS, BID, AGREEMENT  
AND SPECIFICATIONS**

**FOR FURNISHING ALL LABOR AND MATERIAL  
NECESSARY AND REQUIRED FOR:**

E-PIN#: 07123B0002

PIN#: 23BSEDD01301

**SCOPE:** HOUSEHOLD MOVING SERVICES FROM DHS FACILITIES CITYWIDE

**LOCATION:** FROM FIVE BOROUGHES OF THE CITY OF NEW YORK TO FIVE BOROUGHES OF THE CITY OF NEW YORK AND NEW YORK STATE, NEW JERSEY, AND CONNECTICUT

**PERIOD OF PERFORMANCE:** THREE (3) YEARS FROM DATE OF REGISTRATION WITH ONE (1) OPTION OF RENEWAL FOR TWO (2) YEARS

**BID INFORMATION**

**E-PIN: 07123B0002  
PIN: 23BSEDD01301**

**I. DESCRIPTION OF WORK: THE PROVISION OF HOUSEHOLD MOVING SERVICES FROM DHS FACILITIES CITYWIDE**

**II. LOCATION OF WORK: FROM THE FIVE BOROUGHES OF THE CITY OF NEW YORK TO THE FIVE BOROUGHES OF THE CITY OF NEW YORK AND NEW YORK STATE, NEW JERSEY, AND CONNECTICUT**

**III. PLACE OF BID OPENING: HRA/OFFICE OF CONTRACTS  
BID ADMINISTRATION  
150 GREENWICH STREET, 37<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10007**

**IV. DATE AND HOUR OF BID OPENING** TIME \_\_\_\_\_  
DATE \_\_\_\_\_

**V. PRE-BID CONFERENCE – PLACE** SAME AS ITEM III  
\_\_\_\_\_  
\_\_\_\_\_

**VI. BID SECURITY:** SEE PAGE 9  
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**VII. INSURANCE:** SEE PAGE 13  
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**VIII. BOND REQUIREMENTS:** SEE PAGE 14  
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**IX. AGENCY CONTACT** PERSON: ANDRE FREDERICKS  
PHONE: (929) 221-6379

**TABLE OF CONTENTS**

**BID INFORMATION..... I**  
**TABLE OF CONTENTS ..... II**  
**APPENDICES .....IV**

**PART I. INFORMATION FOR BIDDERS..... 1**

**SECTION 1. DESCRIPTION AND LOCATION OF WORK ..... 1**  
**SECTION 2. CONTRACT AND DOCUMENT SUBMISSIONS..... 1**  
**SECTION 3. TIME AND PLACE FOR RECEIPT OF BIDS.....1**  
**SECTION 4. DEFINITIONS..... 2**  
**SECTION 5. INVITATION FOR BID DOCUMENTS ..... 2**  
**SECTION 6. PRE-BID CONFERENCE (OPTIONAL) ..... 2**  
**SECTION 7. AGENCY CONTACT..... 2**  
**SECTION 7A. EXAMINATION OF PROPOSED CONTRACT ..... 2**  
**SECTION 8. BIDDER'S OATH..... 3**  
**SECTION 9. SITE VISIT..... 3**  
**SECTION 10. DELETED.....3**  
**SECTION 11. IRREVOCABILITY OF BID..... 3**  
**SECTION 12. ACKNOWLEDGMENT OF AMENDMENTS ..... 3**  
**SECTION 13. BID SAMPLES AND DESCRIPTIVE LITERATURE..... 3**  
**SECTION 14. PROPRIETARY INFORMATION/TRADE SECRETS..... 3**  
**SECTION 15. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS ..... 4**  
**SECTION 16. BID EVALUATION AND AWARD ..... 4**  
**SECTION 17. LATE BID, LATE WITHDRAWALS AND LATE MODIFICATIONS..... 4**  
**SECTION 18. WITHDRAWAL OF BIDS..... 5**  
**SECTION 19. MISTAKE IN BIDS..... 5**  
**SECTION 20. LOW TIE BIDS ..... 7**  
**SECTION 21. REJECTION OF BIDS..... 7**  
**SECTION 22. RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD..... 7**  
**SECTION 23. CONTRACTOR'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.8**  
**SECTION 24. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY..... 8**  
**SECTION 25. PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPORT) DISCLOSURE FILING ..... 8**  
**SECTION 26. BID PROCESS..... 9**  
**SECTION 27. BID SECURITY..... 9**  
**SECTION 28. FINANCIAL QUALIFICATIONS..... 10**  
**SECTION 29. SUPPLY AND SERVICE BID LANGUAGE ..... 10**  
**SECTION 30. DIVISION OF LABOR SERVICES INFORMATION..... 11**  
**SECTION 31. PROCUREMENT POLICY BOARD RULES .....12**  
**SECTION 32. PROMPT PAYMENT ..... 12**  
**SECTION 33. SUBMISSION OF REQUIRED DOCUMENTATION ..... 12**  
**SECTION 34. SCHEDULE OF INSURANCE, LIQUIDATED DAMAGES AND BONDS.. ..... 13**

<b>PART II. BID DOCUMENTS .....</b>	<b>16</b>
<b>A. APPLICATION FOR QUALIFICATION .....</b>	<b>16</b>
<b>B. PASSPORT INSTRUCTIONS .....</b>	<b>19</b>
<b>C. BID .....</b>	<b>20</b>
<b>D. BID SHEET.....</b>	<b>20A-20C</b>
<b>E. STATEMENTS AND REPRESENTATIONS OF BIDDER .....</b>	<b>21</b>
 <b>PART III. AGREEMENT.....</b>	 <b>27</b>
<b>ARTICLE 1. DEFINITIONS.....</b>	<b>27</b>
<b>ARTICLE 2. SCOPE OF SERVICES .....</b>	<b>27</b>
<b>ARTICLE 3. PERIOD OF PERFORMANCE.....</b>	<b>27</b>
<b>ARTICLE 4. PAYMENT .....</b>	<b>27</b>
<b>ARTICLE 5. PRICING .....</b>	<b>28</b>
<b>ARTICLE 6. NO DAMAGE FOR DELAY.....</b>	<b>28</b>
<b>APPENDIX A PROVISIONS.....</b>	<b>29</b>
<b>AFFIRMATION.....</b>	<b>91</b>
<b>CERTIFICATE OF INSURANCE.....</b>	<b>92</b>
<b>CERTIFICATION BY INSURANCE BROKER OR AGENT .....</b>	<b>93</b>
<b>PART IV. CONTRACT SPECIFICATIONS.....</b>	<b>98</b>
<b>NOTICE TO ALL PROSPECTIVE CONTRACTORS (MWBE)</b>	
<b>SCHEDULE B</b>	

## **PART V. APPENDICES**

PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPort)	<b>APPENDIX I</b>
SUPPLY AND SERVICE CONTRACT RIDER	<b>APPENDIX II</b>
NOTICE TO BIDDERS PAYEE INFORMATION PORTAL (PIP)	<b>APPENDIX III</b>
EFT VENDOR PAYMENT FORM	<b>APPENDIX IV</b>
IRAN DIVESTMENT ACT COMPLIANCE RIDER	<b>APPENDIX V</b>
WHISTLEBLOWER PROTECTION EXPANSION ACT	<b>APPENDIX VI</b>
HIRING AND EMPLOYMENT CONTRACT RIDER	<b>APPENDIX VII</b>
NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER	<b>APPENDIX VIII</b>
RIDER TO HUMAN SERVICES CONTRACTS INDIRECT COST RATE DEVELOPMENT AND APPLICATION POLICIES AND PROCEDURES MANUAL RIDER	<b>APPENDIX IX</b>
IDENTIFYING INFORMATION RIDER	<b>APPENDIX X</b>

**TABLE OF PAGES REQUIRING BIDDER INFORMATION/SIGNATURE**

Affidavits  
    Affidavit Where Bidder is a Corporation..... 25  
    Affidavit Where Bidder is a Partnership..... 25  
    Affidavit Where Bidder is an Individual ..... 26  
Affirmation ..... 22  
Agreement..... 27  
Application for Qualification..... 16

## **PART I. INFORMATION FOR BIDDERS**

### **SECTION 1. DESCRIPTION AND LOCATION OF WORK**

**Description of Procurement:** THE PROVISION OF HOUSEHOLD MOVING SERVICES FROM DHS FACILITIES CITYWIDE

### **SECTION 2. PASSPort and Bid Submissions**

- 2.1 All bids will be submitted through the City's new procurement portal, PASSPort. To assist the Human Resources Administration in complying with the City's requirements for contract registration, we request that your bid and/or proposal conform with the requirements delineated in the RFX within PASSPort.
- 2.2 All potential bidders must have a PASSPort account in order to bid. Please see <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page> for additional information and to set up an account. If a bidder has any particular questions regarding PASSPort, please contact the Agency Contact herein or <http://mocssupport.atlassian.net/servicedesk/customer/portal/8>

### **SECTION 3. TIME AND PLACE FOR SUBMISSION AND ACKNOWLEDGEMENTS**

- 3.1 Bids shall be submitted through PASSPort on or before the date and hour specified in PASSPort, at which time they will be accessed and read aloud in the presence of the Commissioner or their representative, and of any bidders who may desire to be present, as described in PASSPort.
- 3.2 Acknowledgement of Paper Bid Submission. If applicable and as required, in accordance with New York State General Municipal Law Section 103, bidders must submit an Acknowledgment of Paper Bid Submission in PASSPort. In order to successfully submit the acknowledgment within PASSPort, bidders must (1) complete all required fields in PASSPort; (2) download and complete the bid submission form within PASSPort; and (3) submit the completed Bid Submission Form by the Due Date listed in the RFX to:

New York City Department of Social Services  
Office of Contracts  
150 Greenwich Street, 37<sup>th</sup> Floor Bid Room  
New York, New York 10007

#### SECTION 4. DEFINITIONS

The definitions set forth in Chapter 1, Section 1-01 of the Procurement Policy Board Rules shall apply to this Invitation for Bids.

#### SECTION 5. INVITATION FOR BID DOCUMENTS

5.1 For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids documents. A copy of such documents can be obtained at the locations set forth on Page i.

#### SECTION 6. PRE-BID CONFERENCE (OPTIONAL)

A pre-bid conference shall be held on the date, at the time and at the location set forth in PASSPort. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids unless a change is made by written amendment as provided in Section 12, below.

Failure to attend a pre-bid conference shall not constitute grounds for the rejection of your bid.

Please notify the Agency Contact of the number of representatives from your firm that will attend the conference at least five (5) City working days before the date of the pre-bid conference.

#### SECTION 7. AGENCY CONTACT

Any questions or correspondence relating to this bid solicitation shall be addressed to:

Name: **ANDRE FREDERICKS**  
Address: **150 GREENWICH STREET 37<sup>th</sup> Floor New York, NY 10007**  
Telephone: **(929) 221- 6379**

#### SECTION 7A. EXAMINATION OF PROPOSED CONTRACT

7A.1 Request for Interpretation or Correction - Prospective bidders must examine the contract documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency, or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be posted in PASSPort. Upon such posting in PASSPort, such addendum shall become a part of the contract documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

7A.2 Only Commissioner's Interpretation or Correction Binding - Only the written interpretation or correction so given by the Commissioner shall be binding and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the contract.



## SECTION 8. BIDDER'S OATH

- 8.1 The bid shall be properly signed by an authorized representative of the Bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- 8.2 A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

## SECTION 9. SITE VISIT

Where the Invitation For Bids involves performance of services on City facilities, all bidders are under a duty to inspect and are expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.

## SECTION 10. DELETED

## SECTION 11. IRREVOCABILITY OF BID

The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract unless the bid is withdrawn as provided for in Sections 15 and 18, below.

## SECTION 12. ACKNOWLEDGMENT OF AMENDMENTS

The receipt of any amendment to the contract documents shall be acknowledged by the Bidder.

## SECTION 13. BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples and descriptive literature shall not be submitted by the Bidder, unless expressly requested elsewhere in the contract or contract documents. Any unsolicited bid samples or descriptive literature that are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract.

## SECTION 14. PROPRIETARY INFORMATION/TRADE SECRETS

The Bidder shall identify those portions of bid that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the Bidder desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid. All such materials so indicated shall be reviewed by the Agency and

any decision not to honor a request for confidentiality shall be communicated in writing to the Bidder. For those bids that are unsuccessful, all such confidential materials shall be returned to the Bidder [with the exception of one copy, which shall be retained by the City and held in a secure and confidential manner]. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the Bidder.

#### SECTION 15. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received in the office designated on Page i, above, before the time and date set for the bid opening.

If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the Bidder.

All documents relating to the modification or withdrawal of bids shall be made a part of the agency contract file.

#### SECTION 16. BID EVALUATION AND AWARD

1. General. In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, the responsible bidder whose bid meets the requirements and objectively measurable evaluation criteria set forth in the Invitation For Bids, and whose bid price is the most favorable bid price or, if the Invitation For Bids so states, the lowest responsive and responsible evaluated bid price shall be selected for the contract. A bid shall not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.
2. Negotiations with Apparent Lowest Responsive and Responsible Bidder. Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected vendor in an effort to improve the bid to the City with respect to the price only. In the event the apparent lowest responsive and responsible bidder declines to negotiate, the Contracting Officer may elect to either award the contract to the apparent lowest responsive and responsible bidder or may, upon written approval by the ACCO, reject all bids in accordance with Section 21, below. The result of negotiations, if any, shall be documented in the Recommendation for Award.
3. Award. Upon the determination of the lowest responsive and responsible bidder, a written Recommendation of Award shall be prepared by the Contracting Officer and submitted to the ACCO for written approval. After approval has been obtained, the contract shall be awarded to that bidder. The Recommendation for Award shall be part of the permanent contract file.

#### SECTION 17. LATE BID, LATE WITHDRAWALS AND LATE MODIFICATIONS

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.

The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received and may be accepted upon the written approval of the Agency Chief Contracting Officer.

A record shall be made of each request for late bid acceptance, modification or withdrawal, which shall be retained in the agency contract file. Late bids and modifications shall not be opened until after registration of the contract.

## SECTION 18. WITHDRAWAL OF BIDS

Except as provided for in Section 15, a bidder may not withdraw its bid before the expiration of forty-five days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of the actual award.

## SECTION 19. MISTAKES IN BIDS

### 1 General

In accordance with Chapter Three, Section 3-02(m) of the Procurement Policy Board Rules, correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interest of the City or the fair treatment of other bidders.

### 2 Mistake Discovered Before Bid Opening

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15, above.

### 3 Confirmation of Bid.

When the Contracting Officer knows or has reason to conclude after bids have been publicly opened that a mistake has been made, such officer shall request from the Bidder written verification of the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the ACCO if the following conditions are met:

- a. Minor Informalities. Minor informalities in bids are matters of form, rather than substance, evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City. Examples include the failure of a bidder to:
  - (i) return the number of signed bids required by the IFB, or
  - (ii) acknowledge receipt of an amendment to the IFB, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.

- b. Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- c. Mistakes Where Intended Correct Bid is Not Evident. Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination, which shall be approved by the Agency Chief Contracting Officer:
  - (i) the mistake was known or made known to the agency prior to vendor selection or within three days after the opening of the bid, whichever period is shorter;
  - (ii) the price bid was based on an error of such magnitude that enforcement would be unconscionable;
  - (iii) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
  - (iv) the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
  - (v) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

Upon approval of the Agency Chief Contracting Officer, the bid may be withdrawn, and the bid bond or other security returned to the Bidder. The contract shall either be awarded to the next lowest bidder or resolicited pursuant to the Procurement Policy Board Rules. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.

#### 4 Mistakes Discovered After Vendor Selection.

Mistakes shall not be corrected after Vendor Selection except where the Agency Chief Contracting Officer, subject to the approval of City Chief Procurement Officer, makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

#### 5 Determinations Required.

When a bid is corrected or withdrawn, or correction or withdrawal is denied, the ACCO shall prepare a determination showing that the relief was granted or denied in accordance with these Rules.

## SECTION 20. LOW TIE BIDS

- 1 When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer shall break the tie in the following manner and order of priority:
  - (i) Select a certified New York City small minority or woman-owned business entity bidder;
  - (ii) Select a New York City bidder;
  - (iii) Select a certified New York State small, minority or woman-owned business bidder;
  - (iv) Select a New York State bidder.
- 2 If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

## SECTION 21. REJECTION OF BIDS

- 1 Rejection of Individual Bids. The Agency Head may reject a bid if:
  - a. The bidder fails to furnish any of the information required pursuant to Section 25 or 36 hereof; or if
  - b. The Bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
  - c. The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
  - d. The bid, in the opinion of the Commissioner, contains unbalanced bid prices and is thus non-responsive, unless the Bidder can show that the prices are not unbalanced for the probable required quantity of such item, or if the imbalance is corrected pursuant to Section 17.
2. Rejection of All Bids. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit by bid or by other method authorized by the PPB Rules.

## SECTION 22. RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD

The Bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award, pursuant to Chapter 2, Section 2-08, of the Procurement Policy Board Rules. In filing a appeal of a determination of non-responsiveness or non-responsibility with HRA in accordance with the Procurement Policy Board Rules, a bidder is to deliver the appeal to the Office of the Commissioner at 150 Greenwich Street, New York, N.Y. 10007.

## SECTION 23. CONTRACTOR'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

This invitation to bid is subject to Title II of the Americans with Disabilities Act of 1990 ("ADA") and regulations promulgated pursuant thereto which prohibits discrimination against individuals with a disability, as defined in the ADA, by a public entity in providing services, programs or activities to the public.

## SECTION 24. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

This Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

## SECTION 25. Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

1. All organizations intending to do business with the City of New York must complete the disclosure process in order to be considered for award of a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has now moved collection of vendor disclosure information online. In anticipation of awards, potential bidders must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. Any reference to VENDEX in the Information for Bidders should be deemed to be a reference to PASSPort;

For more information about PASSPort, please visit [nyc.gov/passport](http://nyc.gov/passport).

PURSUANT TO ADMINISTRATIVE CODE 6.116.2 AND SECTION 2-08 OF THE RULES OF THE PROCUREMENT POLICY BOARD (9 RCNY 2-08), BIDDERS MAY BE OBLIGATED TO SUBMIT A COMPLETED ONLINE DISCLOSURE FILING WITH THIS BID. GENERALLY, IF THIS BID IS \$250,000 OR MORE, OR IF THIS BID WHEN ADDED TO THE SUM TOTAL OF ALL CONTRACTS, CONCESSIONS AND FRANCHISES THE BIDDER HAS RECEIVED FROM THE CITY AND ANY SUBCONTRACTS RECEIVED FROM CITY CONTRACTORS OVER THE PAST TWELVE MONTHS, EQUALS OR EXCEED \$250,000 AN ONLINE DISCLOSURE FILING MUST BE COMPLETED.

2. This Section 25 shall only apply to contracts in excess of \$250,000.00 and/or a Contractor whose aggregate business with the City in the preceding 12 months including this contract totals \$250,000.00 or more.
3. The online disclosure process is part of and applies to this Invitation For Bids. The Contract award shall be subject to the submission by the proposer of the requisite online disclosure process and review of the information contained therein by the New York City Department of Investigation and all other required oversight approvals.
4. The Bidder or contractor shall obtain complete questionnaires from each subcontractor it proposes to use and shall attach such questionnaires to the list of subcontractors it submits to

the Commissioner for his or her approval. Subcontractors are required to enroll in PASSPort as well.

5. All changes in officers, directors or corporation or members of firms or partnerships made after the initial submission of the Bidder's, contractor's, or subcontractor's questionnaires shall be immediately filed with the Agency in the form of a sworn statement. Non-compliance with any of the foregoing provisions may result in non-acceptance of a bid, disqualification of the Bidder, disapproval of a submitted subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award, at no liability to the City.
6. The Bidder shall duly execute and file all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The bidder acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the award of the contract, and the bidder represents and warrants that the information it and its principals provide therein is accurate and complete.

## SECTION 26. BID PROCESS

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process including fraudulent or unlawful activity, should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York, telephone number (212) 669-3000.

## SECTION 27. BID SECURITY

- a. Bid Bond. If required in the Schedule of Bonds and Liability Insurance in this Invitation For Bids, no bid will be received or considered which is not accompanied by a Bid Bond (in the form set forth herein) issued by a surety company which is authorized to do business in the State of New York.
- b. The Bid Bond shall insure the City of New York to the extent of not less than 10% of the amount of the Bid Contract Price.
- c. In lieu of a Bid Bond, the bid may be accompanied by a deposit in approximately the sum of 2% of the amount of the Bid Contract Price. Such deposit shall consist of a money order or a certified check upon a state or national bank or trust company or a check of such bank or trust company signed by a duly authorized officer thereof, drawn to the City which the Comptroller shall approve as of equal value with the sum so required.
- d. The bid deposit, in whatever form, must not be enclosed in the envelope containing the bid, but must be submitted separately to the Commissioner's representative upon presentation of the bid.
- e. The Bid Bond, or check, or money order, or cash as the case may be, shall assure the City of New York, and the Agency of the adherence of the Bidder to its bid and the execution of the contract, in form as annexed hereto, if its bid is accepted.

- f. Return of Deposit. Within five (5) days after the opening of the bids, the Comptroller will be notified to return the deposit of all but the three lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return all the deposits of the remaining two unsuccessful bidders. Where all bids are rejected, the Comptroller will be notified to return the deposit of the three lowest bidders at the time of rejection. If performance/payment bonds are required to be furnished for this contract, the bid deposit of the successful bidder will be released upon the registration of the contract by the Comptroller. If performance/payment bonds are not required to be furnished, such bid deposit will be returned by the Comptroller only after the satisfactory completion of the contract.

## SECTION 28. FINANCIAL QUALIFICATIONS

- a. The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the Bidder's financial status for examination as may be required by the Agency to ascertain the Bidder's responsibility and capability to perform the contract.
- b. If the Bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Administrator may reject the bid.

## SECTION 29. SUPPLY AND SERVICE BID LANGUAGE

- 1 This contract will be subject to the Mayor's Executive Order No. 50 (1980)(E.O. 50) and the rules and regulations promulgated thereunder. E.O. 50 requires municipal contractors to be equal opportunity employers who do not discriminate against employees and applicants for employment in any employment decision, based on race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.
- 2 Before the contracting agency may award the contract, the proposed contractor (low bidder or identified vendor) must fulfill E.O. 50's requirements in their entirety. The proposed contractor on a contract in excess of \$100,000 must submit to the contracting agency a fully completed Supply and Service Employment Report (ER)(APPENDIX III), if the contractor employs at least 50 employees. (Such covered contractors who employ less than 50 employees must complete and submit an affidavit to that effect. The affidavit is part of the ER.) The contracting agency will send the ER to the Bureau of Labor Services (Bureau) for pre-award review. The contractor must file an ER for each facility involved in performing the contract. The ER requires the contractor to submit four kinds of information:
  - a. information about the nature and results of previous government audits or complaints concerning the contractor's compliance with equal employment opportunity (EEO) requirements, along with copies of existing Affirmative Action Plans (AAPs);
  - b. copies of fringe benefit plans, personnel manuals, employment applications and collective bargaining agreements where applicable;
  - c. information concerning the contractor's employment policies and practices in such areas as recruitment, selection and promotion of employees, validation of selection devices, content and dissemination of EEO policies, pre-employment physical



exams, architectural barriers and facilities for disabled employees, compensation and fringe benefits; and

- d. a detailed analysis of the racial and sexual composition of the contractor's workforce by job group. The contractor must fill out four data tables, including a job match/job group form. The job match/job group form gathers the contractor's job titles into job groups. The other forms require among other things, incumbent, new hire (including salary), promotion and termination (including age) information by race and sex.
- 3 Effective September 1, 1984, instead of completing the data tables (including job match/job group form) contractors that maintain personnel information on a computerized data base will be expected to submit the information on computer tapes in the format set forth by the Bureau. Copies of the format, the ER, E.O. 50 and the rules and regulations are available upon request from the contracting agency.
  - 4 The Bureau will review the completed ER and will authorize the contracting agency to award the contract if the Bureau finds that the contractor complies with E.O. 50 and the implementing regulations. However, if the Bureau's review identifies under-utilization of minorities or women or employment practices that do not comply with E.O. 50, the Bureau may first confer with the contractor to develop an Employment Program to correct these problems. Failure to meet the requirements of E.O. 50 may result in the imposition of sanctions including disapproval of the contractor, or suspension or termination of the contract.
  - 5 Every subcontract or purchase order (performing part of the prime contract) in excess of \$100,000 is also subject to the mandates of E.O. 50 and its rules and regulations. The prime contractor must notify each of its subcontractors or vendors of the requirements and the obligation to submit an ER and must ensure that each subcontractor or vendor submits the ER to the contracting agency.
  - 6 The contract that the vendor and agency will enter into is mandated to contain E.O. 50 language. The required contractual language is part of Part III., Section 7.7.

### SECTION 30. DIVISION OF LABOR SERVICES INFORMATION

- a. Who Must File A Complete Employment Report - (APPENDIX III) In accordance with Executive Order No. 50 (1980) and its implementing Regulations (E.O. 50), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York if you meet all of the following conditions:
  1. you have been identified as the lowest bidder for a supply or service contract or your proposal for supplies or services has been accepted;
  2. the contract value exceeds \$100,000;
  3. your firm employs 50 or more people, and please note that
  4. suppliers, subcontractors or vendors performing on the contract who meet conditions 2 and 3, also must file an ER.
- b. Who Must File A Less Than 50 Employees Certificate

1. If your company or any of its facilities performing on the contract has fewer than 50 employees, although the contract value exceeds \$100,000, you need only submit a "Less Than 50 Employees Certificate".
2. If there is subcontractor, supplier or vendor to the prime contractor and any of its facilities performing on the contract has fewer than 50 employees, although the subcontract value exceeds \$100,000, it need only submit the "Less Than 50 Employees Certificate".

### SECTION 31. PROCUREMENT POLICY BOARD RULES

This Invitation for Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation for Bids, the Rules shall take precedence.

### SECTION 32. PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in Chapter 4, Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in subdivisions c(3) and d(2),(3),(4) and (5) of Section 4-06 of the Rules.
- B. The Contractor must submit a proper invoice to receive payment, except where the contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
- C. Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Law Section 3-a.

### SECTION 33. SUBMISSION OF REQUIRED DOCUMENTATION

- 1 The following forms, all of which are contained in the Bid Book, shall be completed and submitted with the Bid:
  - a. Completed Bid Page;
  - b. Bid security (if required, see page I);
  - c. Schedule B – Subcontractor Utilization Plan (if included in this Bid Book);
  - d. Vendor Information Sheet;
  - e. Qualifications Statement
  - f. Copy of Licenses
- 2 Notwithstanding any of the above, the list of forms enumerated in this Section 33 is not an all-inclusive list of the forms required to be submitted with the bid. The solicitation package, an addendum, or a City, State, or Federal law or regulation may require the bidder to submit additional forms with the bid. Failure to provide any other documentation required under this

solicitation at the time of bid submission and/or as a pre-requisite to award may result in the bidder being deemed non-responsive by HRA.

- 3 In the event that you are determined by the Department to be the lowest responsible bidder, as provided in this solicitation, within ten (10) days of notification thereof you must supply all documentation or information required pursuant to the solicitation including confirmation of required insurance coverages set forth on pages 12-14 (Schedule of Insurance, Liquidated Damages and Bonds) in such form as may be satisfactory to the Department.
- 4 FAILURE TO COMPLY WITH THE PROVISIONS OF THE NOTICE SHALL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

### **SECTION 34: SCHEDULE OF INSURANCE, LIQUIDATED DAMAGES, AND BONDS**

E-PIN #: 07123B0002  
PIN #: 23BSEDD01301 |

#### **TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

**Note: All certificate(s) of insurance submitted pursuant to Article 7 of Appendix A must be accompanied by a Certification of Insurance Broker or Agent consistent with the form at the end of this schedule and include the following information:**

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below; and
- Additional insureds consistent with the requirements listed below.

All such certificate(s) of insurance (including Certification(s) of Insurance Broker or Agent, where required) must be sent to the New York City Human Resources Administration, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 150 Greenwich Street, New York, New York 10007.

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 7 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Commercial General Liability      Art. 7.03	\$1,000,000.00 per occurrence  \$1,000,000.00 personal & advertising injury (unless waived in writing by the Department)  \$2,000,000.00 aggregate  Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 37, and  2. <i>[If appropriate, insert names of other entities to be covered as Additional Insureds.]</i>
<input type="checkbox"/> Professional Liability Insurance      Art. 7.03	\$_____ per occurrence/claim \$_____ aggregate
<input checked="" type="checkbox"/> Workers' Compensation      Art. 7.02 <input checked="" type="checkbox"/> Disability Benefits Insurance      Art. 7.02 <input checked="" type="checkbox"/> Employers' Liability      Art. 7.02	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.  <b>Note:</b> New York State Workers' Compensation Board form no. C-105.2 and DB 120.1, State Insurance Fund form no. U-26.3, and Request for WC/DB Exemption form no. CE-200 are acceptable. The City will not accept an ACORD form as proof of Workers' Compensation Insurance.

<input checked="" type="checkbox"/> Commercial Auto Liability	Art. 7.03	\$1,000,000.00 per accident combined single limit  If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90
<input checked="" type="checkbox"/> Cargo Insurance	Art. 7.03	The Contractor shall obtain cargo insurance in the amount of \$50,000.00 to cover all items transported.
<input type="checkbox"/> [OTHER]	Art. 7._____	<i>[If other type(s) of insurance need to be required under the Contract, (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s). Add a provision to Article 6 of the supply and service contract stating the type and amount of insurance required.]</i>
<input checked="" type="checkbox"/> Liquidated Damages	Art. 7.06; Art. 10.07	See Specification, <u>Section 15</u>
<input type="checkbox"/> Bonds	Part I Section 27	_____ % <i>[Bonding requirements for non-construction contracts are not allowed without MOCS' approval. If a bond is required, specify the percentage of the contract price and the type required (bid bond/bid deposit, performance bond, or payment bond).]</i>