THE CITY OF NEW YORK

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

INVITATION TO BID
ON ELECTRICAL SYSTEM REPLACEMENT SERVICES AT:

156 SOUTH 9TH STREET, BROOKLYN

E-PIN: 80626B0039

BOOK 1 OF 2: INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS
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THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

INFORMATION FOR BIDDERS

ARTICLE 1 DESCRIPTION AND LOCATION OF WORK

The description of this procurement and location of the work for which bids are requested (the "Work") are specified in Attachment 1, the Bid Information Summary Sheet ("Attachment 1").

ARTICLE 2 SUBMISSION AND RECEIPT OF BIDS

2.1 All bids must be completed in the City of New York (the "City") Procurement and Sourcing Solutions Portal ("PASSPort") on or before the Bid Submission Deadline specified in Attachment 1.

2.2 All properly submitted bids shall be publicly opened and read aloud at the time and place specified in Attachment 1, in the presence of the Commissioner of the Department or his or her representative (the "Commissioner"), and of any bidders who may desire to be present.

ARTICLE 3 BID SUBMISSION REQUIREMENTS

3.1 The following forms or affirmations are to be completed within PASSPort and submitted as part of the bid:

A. The Item Grid;

B. Questionnaire, including

i. The Bidder Qualification Statement;

ii. Iran Divestment Act Compliance Certification Form;

iii. Tax Affirmation; and

iv. A copy of Bidder's Certificate of Registration from the New York State Department of Labor (details provided at Contractor and Subcontractor Landing | Department of Labor).

3.2 The following forms shall be obtained by the bidder awarded the Contract (the 'Contractor") from the Department's Office of Equal Opportunity:

A. Employment Report (if bid is in excess of $1,000,000);

B. Contract Certificate (if bid is less than $1,000,000 and more than $750,000); and

C. Executive Order No. 89 (as revised) Forms and Affidavit (if bid is in excess of $250,000).

3.3 Non-compliance with these bid submission requirements may result in the disqualification of the bid.

ARTICLE 4 PROCUREMENT POLICY BOARD RULES AND DEFINITIONS

4.1 This Information for Bidders is subject to the New York City Procurement Policy Board Rules ("PPB Rules"). In the event of a conflict between said Rules and a provision of this Invitation for Bidders, the PPB Rules shall take precedence.

4.2 The definitions set forth in the PPB Rules shall apply to this Invitation to Bid.

ARTICLE 5 INVITATION TO BID AND CONTRACT DOCUMENTS

5.1 Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Invitation to Bid and the Contract resulting from this solicitation and shall be referred to collectively as the "Contract Documents".

A. This Information for Bidders and all Attachments hereto;

B. The Successful Bid;

C. The Contract, including all exhibits and attachments thereto;

D. The Budget Director's Certificate;

E. The Specifications;

F. The Contract Drawings (if applicable);

G. All addenda issued by the Commissioner prior to the receipt of bids (if applicable);

H. All provisions required by law to be inserted in this Contract whether actually inserted or not;

I. The Notice of Award;

J. Performance and Payment Security;

K. The Notice to Proceed with Work; and

L. All Work Orders, including any Supplemental Work Orders, issued under the Contract.

5.2 For particulars as to this procurement, including quantity and quality of any purchase, the extent of the Work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Contract Documents.

ARTICLE 6 PRE-BID CONFERENCE

6.1 A pre-bid conference shall be held as set forth in Attachment 1.

A. Bidder shall note if the Department has indicated on Attachment 1 whether a pre-bid conference and/or a site meeting is mandatory; a bidder's failure to attend any mandatory meeting shall constitute grounds for the rejection of its bid.

6.2 At least five (5) City working days before the date of the pre-bid conference bidder shall notify the Agency Contact Person listed in Attachment 1 of the number of representatives that will attend the pre-bid conference on its behalf.

6.3 Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation to Bid unless a change is made by written amendment as provided in the PPB Rules.

ARTICLE 7 QUESTIONS REGARDING THE INVITATION TO BID

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact Person designated in Attachment 1.

ARTICLE 8 EXAMINATION AND VIEWING OF SITE AND CONSIDERATION OF OTHER SOURCES OF INFORMATION *(IF APPLICABLE)*

8.1 Pre-Bidding (Investigation) Viewing of Site. Bidders must carefully view and examine the site(s) of the proposed work, as well as all adjacent areas, and seek other usual sources of information for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site(s) relating to or affecting in any way the performance of the Work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder.

8.2 Changed Conditions. Should the bidder awarded the Contract (the "Contractor") encounter during the progress of the Work conditions at the site materially differing from any indicated in the Contract Documents or such conditions as could not reasonably have been anticipated by the Contractor and were not anticipated by the City, which conditions will materially affect the cost of the Work, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner determines that the conditions do so materially differ, or that they could not reasonably have been anticipated by the Contractor and were not anticipated by the City, the Contract may be modified with the written approval of the Commissioner.

ARTICLE 9 EXAMINATION OF PROPOSED CONTRACT

9.1 Request for Interpretation or Correction. Prospective Bidders must examine the Contract Documents carefully and before bidding must make a written request to the Commissioner for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such written requests shall be submitted as specified in Attachment 1. The Commissioner's interpretation or correction, as well as any additional Contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be sent to each person recorded as having received a copy of the Contract Documents from the Agency Contact Person, and will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, 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.

9.2 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.

9.3 Subcontractor Solicitation. Documents given to a Subcontractor for the purpose of soliciting the Subcontractor's bid shall include either a copy of the cover of this Invitation to Bid or a separate information sheet setting forth the Project name, the Contract number (if available), the Department's name and the Project's location.

ARTICLE 10 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 Articles 14, 17 and 18, below.

ARTICLE 11 ACKNOWLEDGMENT OF AMENDMENTS

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

ARTICLE 12 BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of the Contract Documents.

ARTICLE 13 PROPRIETARY INFORMATION/TRADE SECRETS

13.1 The bidder shall identify those portions of its bid, if any, which it deems to be confidential, proprietary information, and/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 stamped materials must be easily separable from the non-confidential sections of the bid.

13.2 All materials stamped "Confidential" shall be reviewed by the Department and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. 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.

ARTICLE 14 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

14.1 Bids may be modified or withdrawn by written notice received by the Agency Contact person designated in Attachment 1 before the time and date set forth therein for the bid opening. A request to modify or withdraw shall be effective provided it was received in the manner set forth in the PPB Rules.

14.2 If a bid is withdrawn in accordance with this Article, the bid security, if any, shall be returned to the bidder.

ARTICLE 15 BID EVALUATION AND AWARD

15.1 In accordance with the City Charter, the PPB Rules and the terms and conditions of this Invitation to Bid, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in this Invitation to Bid, and whose bid price is either the most favorable bid price or, if the Invitation to Bid so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation to Bid.

15.2 Restrictions. No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in the PPB Rules and Section 18.2 below. Nothing herein shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation to Bid if that bid is not also the most favorable bid.

ARTICLE 16 LATE BIDS, LATE REQUESTS FOR WITHDRAWAL, LATE REQUESTS FOR MODIFICATION

16.1 Any bid received after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification of a bid received after the time and date set for receipt of bids is late and shall not be considered.

16.2 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.

ARTICLE 17 WITHDRAWAL OF BIDS

17.1 Except as provided for in Article 14 above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.

17.2 If within sixty (60) days after the execution of the Contract resulting from this Invitation to Bid, the Commissioner fails to fix the date for commencement of work by written notice to the successful bidder, that bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

ARTICLE 18 MISTAKE IN BIDS

18.1 General. 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, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. 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.

18.2 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 Article 14 above.

18.3 Mistakes Discovered After Bid Opening / Confirmation of Bid: When the Department knows or has reason to conclude after bids have been publicly opened that a mistake has been made, it shall request from the bidder written verification of the bid. If the bidder alleges a mistake in bid after bid opening but before award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer ("ACCO") if the following conditions are met:

A. Minor Informalities. Minor informalities 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 (i.e. the failure of a bidder to acknowledge receipt of an amendment to the Invitation to Bid may be waived, 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. In accordance with General Municipal Law §103(11), however, where a unilateral error or mistake has been discovered in the bid, a bidder may be permitted to withdraw such a bid upon the written approval of the ACCO if the following conditions are met:

i. the mistake is known or made known to the Department prior to the awarding of the Contract or within three days after the opening of the bid, whichever period is shorter; and

ii. the price bid was based on an error of such magnitude that enforcement would be unconscionable; and

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; and

iv. the error in the bid is actually due to an unintentional and substantial arithmetic error or an 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.

Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of that bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the Department may, in its discretion, award the Contract to the next lowest responsible bidder or rebid the Contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.

ARTICLE 19 LOW TIE BIDS

19.1 When two (2) or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation to Bid, the ACCO will break the tie in the following manner and order of priority:

A. Award to a certified City small minority or woman-owned business entity bidder;

B. Award to a City bidder;

C. Award to a certified New York State small, minority or woman-owned business bidder;

D. Award to a New York State bidder.

19.2 If two or more bidders remain equally eligible after application of the criteria in Paragraph 21.1 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.

ARTICLE 20 REJECTION OF BIDS

20.1 Rejection of Individual Bids. The Department may reject a bid if:

A. the bidder fails to furnish any of the information or forms required to be submitted as part of its bid; or if

B. the bidder is determined to be not responsible pursuant to the PPB Rules; or if

C. the bid is determined to be non-responsive pursuant to the PPB Rules; or if

D. the bid, in the opinion of the ACCO, 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 items, or if the imbalance is corrected pursuant to Article 20 above.

20.2 Rejection of All Bids. The Department, upon written approval by the ACCO, may reject all bids and elect to resolicit bids in accordance with the PPB Rules.

ARTICLE 21 RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARDS

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. For further information concerning these rights, the bidder is directed to the PPB Rules.

ARTICLE 22 *INTENTIONALLY DELETED*

ARTICLE 23 PROCUREMENT AND SOURCING SOLUTIONS PORTAL DISCLOSURE FILING AND FEE

23.1 All organizations intending to do business with the City should complete an online disclosure process to be considered for a contract. In anticipation of awards, proposers must create online accounts in PASSPort and file all disclosure information. For more information about PASSPort, please visit About PASSPort | MOCS.

23.2 Pursuant to PPB Rule 2-08(f)(2), Contractor will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. Contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to Contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The value for the contract resulting from this RFP is estimated to be less than $1,000,000.

ARTICLE 24 COMPLAINTS ABOUT BID PROCESS

The Comptroller is charged with the audit of contracts in the City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Bureau of Contract Administration, 1 Centre Street, Room 727, New York, New York; telephone number (212) 669-2323.

ARTICLE 25 BID, PERFORMANCE, AND PAYMENT SECURITY

25.1 Bid Security. Bid Security, if any, will be required as specified in Attachment 1 and shall be submitted along with the bid as directed in PASSPort. Bid Security shall be returned to unsuccessful bidders.

25.2 Performance and Payment Security.

A. Performance and Payment Security will be required as specified in Attachment 1.

B. If Contractor fails to deliver the required Performance and Payment Security, the Department, in its sole and absolute discretion, may rescind the award of the Contract.

25.3 Acceptable Security. Acceptable forms for Bid, Performance, and Payment Security shall be limited to:

A. a one-time bond in a form satisfactory to the City;

B. an original bank certified check or money order;

C. City Bonds; or

D. other financial instruments as determined by the Mayor's Office of Contract Services in consultation with the Comptroller.

ARTICLE 26 FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand, the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Article cause any funding agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding on this Project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this Project less the amount of the forfeited deposit.

ARTICLE 27 POWER OF ATTORNEY

Attorneys in fact who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond or bonds.

ARTICLE 28 BIDDER RESPONSIBILITIES AND QUALIFICATION

28.1 Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Contract Documents.

28.2 The Department 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 Department to ascertain the bidder's responsibility and capability to perform the Work under the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Department may require concerning present and proposed plant and equipment, the personnel and qualifications of its working organizations, prior experience and performance record.

28.3 Oral Examination on Qualifications. In addition thereto, and when directed by the Department, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Department in relation to its proposed tentative plan and schedule of operations, and such other matters as the Department may deem necessary in order to determine the bidder's ability and responsibility to perform the Work in

accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such collections as such person may desire to make.

28.4 If a bidder fails or refuses to supply any of the documents or information set forth in this Article or fails to comply with any of the requirements hereof, the Department may reject the bid.

ARTICLE 29 EMPLOYMENT REPORTS (BUREAU OF LABOR SERVICES)

29.1 The successful bidder may be obligated to submit completed Equal Employment Opportunity forms upon the Department's request. Such forms as are required by the Department shall be obtained by the successful bidder from the Department's Office of Equal Opportunity, including, without limitation:

A. Employment Report: In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report is a requirement of doing business with the City for contractors who have been identified as the lowest bidder for a supply or service contract valued at over $100,000 who employs 50 or more people. Please note that subcontractors, suppliers, or vendors performing on the Contract who meet these conditions must also file an Employment Report.

B. Contract Certificate (if bid is less than $1,000,000 and more than $750,000)

C. Less Than 50 Employees Certificate: Successful bidders whose company or any of its facilities performing on the Contract has fewer than 50 employees need only submit a "Less Than 50 Employees Certificate", even if the Contract value exceeds $100,000. Please note that this applies to any subcontractor, supplier or vendor to the successful bidder and any of its facilities performing on the Contract which has fewer than 50 employees.

29.2 Failure to submit these forms as required may result in the disqualification of the bid.

ARTICLE 30 LABOR LAW REQUIREMENTS

The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations, including but not limited to providing on-the-job training opportunities and payment of prevailing wages.

ARTICLE 31 INSURANCE

Bidders are advised that the insurance requirements contained in Article 8 of the Contract will be regarded as a material term of the Contract. Bidders are advised to carefully read this Article as the successful bidder will be required to comply with all the provisions contained therein throughout the Term of this Contract.

ARTICLE 32 LUMP SUM CONTRACTS

32.1 Comparison of Bids. Bids on lump sum contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

32.2 Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Scope of Work or the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made, if applicable. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

32.3 Variations from Engineer's Estimate. The Engineer's estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this Contract. The quantities actually required to complete the Work may be more or less than the quantities in the Engineer's estimate and, if so, no action for damages or for loss of profits shall accrue to Contractor by reason thereof.

ARTICLE 33 UNIT PRICE CONTRACTS

33.1 Comparison of Bids. Bids on unit price contracts shall be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, and including any lump sum bids on individual items, in accordance with the Engineer's estimate of quantities of such items multiplied by the corresponding units prices, and including any lump sum bids on individual items, in accordance with the Engineer's estimate of quantities set forth in the bid forms contained in Part B of the Bid Package.

33.2 Variations from Engineer's Estimate. If during the progress of the Work, the actual quantity of items required to complete the Work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the Work shall exceed the estimated quantity by twenty-five percent (25%), Contractor shall immediately notify the Engineer of such anticipated overruns.

33.3 Bidders are warned that the Engineer's estimate of quantities on the various items of Work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this Contract. The quantities actually required to complete the Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to Contractor by reason thereof.

33.4 Contractor shall not be compensated for Work performed in excess of one hundred twenty-five percent (125%) of the estimated quantities in the bid schedule without written authorization from the Engineer.

33.5 Contractor will be paid at the unit price bid for quantities up to one hundred twenty-five percent (125%) of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred twenty-five percent (125%) of the estimate, the City reserves the right and Contractor agrees to renegotiate the unit price bid to a new unit price for such quantities. If the City and Contractor cannot agree to a new price then the City, if it requires additional units of the item, shall order Contractor, and Contractor agrees, to perform the additional Work on a time and material basis for the actual and reasonable cost but in no event at a cost exceeding the bid price.

ARTICLE 34 CITY'S LIMITED TAX EXEMPTION

Unless this Contract indicates otherwise, the City is exempt from the payment of Federal, State and local taxes on tangible personal property sold to the City pursuant to the Contract. The bid prices must be exclusive of such taxes and shall be so construed. Bidders should carefully read Article 10 of the Contract.

ARTICLE 35 LICENSE AND PERMITS

The successful bidder will be required to obtain any and all licenses and permits necessary to perform the Work.

ARTICLE 36 PROMPT PAYMENT

36.1 The Prompt Payment provisions set forth in the PPB 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 the PPB Rules.

36.2 Contractor must submit a proper invoice to receive payment, except where the Contract provides that Contractor shall be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due shall be made in accordance with the provisions of the PPB Rules and General Municipal Law §3-a.

ARTICLE 37 REGISTRATION

The Contract resulting from this solicitation shall not be binding or of any force until registered in accordance with Section 328 of the Charter and the PPB Rules, and shall continue in force only after annual appropriation of funds by the City and certification as hereinabove set forth.

ARTICLE 38 LIMITATION OF AWARDS.

If the bidder has existing contracts with the Department, the Department reserves the right to consider such contracts when determining, in the Department's sole discretion, whether such bidder has the capacity to perform the proposed contract and to award to the next lowest responsible bidder if a negative determination is made. The award of the proposed contract will be in the overall best interest of the City.

ARTICLE 39 EQUAL EMPLOYMENT OPPORTUNITY

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

39.2 The Department has adopted a policy to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment because of actual or perceived race, color, creed, religion, religious practice, political beliefs or affiliations, ancestry, national origin, sex, sexual orientation, gender, disability or other handicap, age, military status, marital / family status, partnership status. arrest or conviction record, status as a victim of domestic violence, stalking or sex offenses, unemployment status, or status with regard to public assistance or any other class protected by federal, state, or local law to promote the full realization of equal employment opportunity through a continuing affirmative program of compliance. The Bidder's attention is called to the various provisions set forth in the Contract Documents with respect to providing equal opportunity and prohibiting discrimination in employment.

39.3 Prior to the award of the Contract, if requested to do so by the Department, the low bidder must attend a pre-award conference for the purpose of acquainting contractors with the statutory and contractual requirements. After a pre-award conference and prior to the award, the low bidder shall prepare a written statement which describes specific steps being undertaken for providing minority group members with equal opportunity in training and apprenticeship programs, journeyman recruitment, and all other aspects of employment. The result shall be to assure that there are minority group members employed in all trades and all phases of contracts.

ARTICLE 40 MINIMUM, PREVAILING, AND LIVING WAGES

Bidders are advised that except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law Article 9, or by the City Administrative Code (“Admin. Code”) § 6-109, all persons employed (by the Contractor or any Subcontractor) in the performance of Services under the Contract shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any person employed under the Contract whose wage is required to be fixed pursuant to Labor Law Article 9 or pursuant to Admin. Code § 6-109, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the amount then specified as the prevailing wage by the applicable provisions of Labor Law Article 9 or as the living wage in accordance with Admin. Code § 6-109, as set forth in Exhibit D of the Contract.

ATTACHMENT 1

BID INFORMATION SUMMARY SHEET

DESCRIPTION OF WORK: The Successful Bidder shall perform Electrical System Replacement Services in accordance with the specifications therefor and addenda thereto. The Contract will be awarded for a period of one (1) year.

LOCATION OF WORK: Privately owned building at 156 South 9th Street, Brooklyn.

BIDDERS ARE INSTRUCTED TO CHECK PASSPORT FOR THE DATES AND TIMES OF THE FOLLOWING, IF AND AS APPLICABLE:

Pre-Bid Conference

Mandatory Site Meeting

Deadline for Requesting a Waiver of M/WBE Participation Goals

Deadline for Questions Regarding This Procurement

Bid Submission Deadline

Bid Opening Date

ALL BIDS MUST BE COMPLETED IN PASSPORT ON OR BEFORE THE BID SUBMISSION DEADLINE SET THEREIN.

BID OPENING: Bids shall be publicly opened on the date and time set in PASSPort and read aloud via WebEx and Conference Call (in person attendance is not available).

Bidders can access the bid opening via WebEx at http://nychpd.webex.com using the Meeting Number and Passcode provided in PASSPort;

or

by Conference Call, by calling 646-992-2010 US Toll (NYC) or 408-418-9388 US Toll and using the Access Code provided in PASSPort

In person attendance is not available. A bid tabulation, as well as a recording of the bid opening, will be posted on the Department website at Vendor Contract Opportunities

AGENCY CONTACT PERSON: **Brian C. Saunders,** 212-863-6590
contracts@hpd.nyc.gov

FUNDING: ■ FEDERALLY FUNDED ☐ NON-FEDERALLY FUNDED

BID SECURITY: FIVE PERCENT (5%) Bond or Deposit is required for:

- Federally funded contracts where the contract price exceeds the simplified acquisition threshold defined at 48 CFR 2.101 (currently $350,000.00), and
- Non Federally funded contracts where the contract price is over $1,000,000.

Bid Security in the form of an executed City Bid Bond Form shall be attached to the Bid in PASSPort. Any other form of Bid Security shall be delivered to the Department on or before the Bid Submission Deadline set in PASSPort. Failure to provide Bid Security will result in a submission being rejected as non-responsive.

PERFORMANCE AND PAYMENT BONDS: Performance and Payment security will be required when the Total Contract Price exceeds the following applicable threshold:

- the simplified acquisition threshold defined at 48 CFR 2.101 (currently $350,000.00) if the Contract is Federally funded, and
- $1,500,000 if the Contract is other than Federally funded.

INSURANCE: Provision of insurance policies and/or certificates of insurance, as specified in Article 8 of the Contract shall be required by the Department prior to the Award of Contract.

QUESTIONS REGARDING THIS PROCUREMENT: All questions regarding this procurement, including any requests for interpretation or correction of the Contract Documents in accordance with Article 8 of the Information for Bidders, should be sent by email to the Agency Contact Person at contracts@hpd.nyc.gov and via the Discussion Forum attached to the solicitation in PASSPort.

All questions and/or requests for interpretation or correction must be received by the Agency Contact Person on or before the Bid Submission Deadline set in PASSPort so that all questions and written responses may be timely given to all prospective bidders.

ATTACHMENT 2

COPY OF ADVERTISEMENT FOR BIDS

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

For the Performance of Electrical System Replacement Services in accordance with the specifications therefor and addenda thereto. The proposed contract (E-PIN 80626B0039) shall be subject to all equal opportunity provisions as required by federal, state and local statutes, rules, and regulations.

Bid documents are available to download for free attached to the solicitation in PASSPort.

NOTE: If so indicated, a pre-bid Conference will be held at the date, time, and place specified in PASSPort