

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
("HPD")

INVITATION TO BID

FOR THE PROVISION OF
NON-RECRUITMENT ADVERTISING SERVICES

E-PIN 80614B0014

PART 1.
BID PACKAGE

SECTION A
INFORMATION FOR BIDDERS

1. Description of Procurement

The description of this procurement and location of the work for which bids are requested are specified on Attachment 1 – Bid Information Summary Sheet.

2. Time and Place for Receipt of Bids

- a. Sealed bids shall be received by HPD on or before the date and time and at the location set forth below:

Time: 11:00 AM

Date: October 16, 2014

Place: 100 Gold Street, 6th Floor
New York, New York 10038
Attention: Diane Faulkner

- b. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in this IFB. The envelope must be marked with the name and address of the person, firm or corporation presenting it, the bid opening date and time specified for receipt of bids, the solicitation number and bid title. The bid and all other documents requiring signature must be signed and notarized.

3. Definitions

The definitions set forth in the City of New York Procurement Policy Board Rules (the "PPB Rules") shall apply to this IFB.

4. IFB Documents

- a. 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 the contract and this IFB:

1. The Advertisement and Proposal for Bids
2. The Bid.
3. The Agreement.
4. The Budget Director's Certificate.
5. The Specifications.
6. All addenda issued by the Commissioner prior to the receipt of bids.
7. All provisions required by law to be inserted in this Contract whether actually inserted or not.
8. The Notice of Award.
9. Notice to Proceed with Work.
10. Information For Bidders.

- b. 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 in the documents contained in this IFB. A copy of such documents can be obtained at the location set forth on Attachment 1 - Bid Information Summary Sheet.
- c. Deposit for Copy of Invitation For Bid Documents - Prospective bidders may obtain a copy of the documents in this IFB by complying with the conditions set forth in the Advertisement for Bids. The deposit required must be in the form of a certified check made payable to the order of the City of New York, and drawn upon a state or national bank or trust company, or of a check of such bank or trust company signed by a duly authorized officer thereof.
- d. INTENTIONALLY DELETED
- e. Additional Copies - Additional copies of the documents in this IFB may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

- a. A pre-bid conference shall be held as set forth in Attachment 1.
- b. Nothing stated at the pre-bid conference shall change the terms or conditions of this IFB unless a change is made by written amendment as provided below, and in the PPB Rules.
- c. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

Please notify the Agency Contact Person listed on Attachment 1 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.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency contact person designated in Attachment 1

7. Examination of Proposed Contract

- a. *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 issued in writing by the Commissioner as an addendum to the contract, which will be sent by mail or delivered to each person recorded as having received a copy of the contract documents from the Contract Clerk, 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.

- b. *Only Commissioner's Interpretation or Correction Binding* - Only the written interpretation or correction so given by the Commissioner shall be binding. 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.

8. Form of Bid

- a. Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons bidding; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Councilman or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.
- b. The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in blue ink. Erasures or alterations shall be initialed by the signer in blue ink.

9. Bid Document Quality

- a. The New York City Office of the Comptroller employs mechanized scanning devices to process the City's contracts and supporting documents. To assist HPD in complying with the City's requirements for contract registration, bid package submissions shall conform with the City's below listed guidelines for uniform physical attributes to the greatest degree possible.
- b. The bid and all appendices, supporting documents and related materials included as part of bid submissions:
 - i. Shall not be bound with glue, spiral combs, tape, staples or other permanent binding materials.
 - ii. Shall be restricted to either 8.5" x 11" or 8.5" x 14" page sizes and shall not contain materials, including divider tabs which are larger than or unfold to dimensions larger than these standard sizes. (8.5" x 11" paper is strongly preferred.)
 - iii. Shall incorporate a Table of Contents.
 - iv. Shall make use of both sides of paper.
 - v. Shall be readily decipherable. Off center, third and fourth generation photocopies, and poorly printed copies shall not be acceptable.
 - vi. Shall avoid the use of colored paper stock and/or fluorescent highlighting.
- c. Alternatively to paragraphs i - vi, above, bidders may wish to comply with this requirement by designating ONE (1) COPY of their bid as a "REGISTRATION

COPY". The registration copy shall be an unbound version of the bid which shall conform to the above standards. The registration copy shall bear the vendor's certification that it is identical to the presentation (other) copies.

- d. Bidders shall ensure that every page in the bid, including all appendices and attachments, be numbered consecutively to facilitate reference and review by the evaluation and selection committee, as appropriate.
- e. Bidders shall ensure that bid submissions do not incorporate materials which are overly repetitive and superfluous or unnecessarily inflate the proposal text.

10. Bidder's Oath

- a. 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.
- b. 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.

11. Site Visit (If Applicable)

- a. Pre-Bidding (Investigation) Viewing of Site. Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, 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 relating to or affecting in any way the performance of the work to be done under this Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact Person specified in Attachment 1.
- b. Changed Conditions. Should the contractor encounter during the progress of the work conditions at the site materially differing from any shown in the specifications 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 to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner or designee shall thereupon promptly investigate the conditions. If he or she finds that they 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 Commissioner's written approval.

12. Bids Shall Be Typewritten or Written Legibly in Ink

The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in blue ink. Erasures or alterations shall be initialed by the signer in blue ink.

13. INTENTIONALLY DELETED

14. 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 18 and 21, below.

15. Acknowledgment of Amendments

The receipt of any amendment to the contract documents shall be acknowledged by the bidder in their bid submission.

16. 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 which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract.

17. Proprietary Information/Trade Secrets

The bidder shall identify those portions of its bid that it deems 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 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.

18. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Section 2, above, before the time and date set for the bid opening. A telegraphic or mailgram modification or withdrawal shall be effective provided it was received in the manner set forth in the PPB Rules.

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

19. Bid Evaluation and Award

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

- i. Restrictions. No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 24(c),

below. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in this IFB if that bid is not also the most favorable bid.

20. Late Bids, 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.

21. Withdrawal of Bids.

Except as provided for in Section 18, 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.

If within sixty (60) days after the execution of the contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given, the bidder waives all claims in connection with this contract.

22. Mistake in Bids

A. 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 18, above.

B. Mistakes Discovered Before Award

1. In accordance with the PPB Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer and Agency Counsel if the following conditions are met:

- (i) 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.

- (ii) 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.

- (iii) Mistakes Where Intended Correct Bid is Not Evident. A bidder may be permitted to withdraw a low bid if:

- a) a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- b) the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

C. Mistakes Discovered After Award. Mistakes shall not be corrected after award of the contract except where the City Chief Procurement Officer subject to the approval of Corporation Counsel makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

23. Low Tie Bids

- a. When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in this IFB, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
 - i. Award to a certified New York City small minority or woman-owned business entity bidder;
 - ii. Award to a New York City bidder;
 - iii. Award to a certified New York State small, minority or woman-owned business bidder;
 - iv. Award to a New York State bidder.
- b. 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.

24. Rejection of Bids

- a. Rejection of Individual Bids. The Agency Head may reject a bid if:
 - (1) the bidder fails to furnish any of the information required pursuant to Section 8 hereof; or if
 - (2) the bidder is determined to be not responsible pursuant to the PPB Rules; or if
 - (3) the bid is determined to be non-responsive.
- b. 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 in accordance with the Procurement Policy Board Rules or by other method authorized by such Rules.

25. 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 and has the right to protest a solicitation and award, pursuant to appropriate sections of the PPB Rules.

26. INTENTIONALLY DELETED

27. Equal Employment Opportunity

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

28. VENDEX Questionnaire

Pursuant to the PPB Rules, bidders may be obligated to submit completed VENDEX questionnaires upon Agency request. Generally, if this bid is \$100,000 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 the City contractors over the past twelve months, equals or exceeds \$100,000 VENDEX questionnaires must be completed and submitted upon Agency request. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this contract.

29. Audit by Comptroller

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 should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212) 669-3000.

30. INTENTIONALLY DELETED

31. INTENTIONALLY DELETED

32. INTENTIONALLY DELETED

33. INTENTIONALLY DELETED

34. Failure to Execute Contract

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 the 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 section 34 cause any funding agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding on the Contract, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on the Contract less the amount of the forfeited deposit.

35. 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.

36. 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 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 Agency may reject the bid.

37. Office of Labor Services Information

Bidders may be obligated to submit completed EEO forms upon Agency request.

a. Who Must File A Complete Employment Report

In accordance with Executive Order No. 50 (1980) and its implementing Regulations (E.O. 50), the filing of a completed Employment Report (an "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 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".

38. Procurement Policy Board Rules

This IFB is subject to the PPB Rules. In the event of a conflict between said PPB Rules and a provision of this IFB, the PPB Rules shall take precedence.

39. Work Experience

The bidder must be duly licensed, as required, by the City and/or State of New York, and the bidder or at least one of its principals must have at least three (3) years of experience in the business required by the Scope of Services (attached hereto as Exhibit A).

40. INTENTIONALLY DELETED

41. Labor Law Requirements.

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

42. Insurance.

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. During performance and up to the date of Final Acceptance, the successful bidder must effect and maintain the types and amounts of insurance specified in Article 7 of the Contract.

43. Lump Sum Contracts.

- a. *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.
- b. Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications (Exhibit A to the Contract) 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. 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.
- c. *Variation 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 Contract 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 the Contractor by reason thereof.

44. Unit Price Contracts.

- a. *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 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 estimate of quantities set forth in the bid forms contained in Part C of the Bid Package.
- b. *Variations from 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%), the Contractor shall immediately notify HPD of such anticipated overruns.

- c. Bidders are warned that the 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 the 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 the Contractor by reason thereof.
- d. The successful bidder 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 HPD.
- e. The successful bidder 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 the 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 the Contractor, and the 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.

45. Licenses and Permits.

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

46. Multiple Prime Contractors.

If more than one prime contractor will be involved on this Project, all contractors are required to examine the Invitation for Bid packages for all other parts of the Project.

47. Bid Submission Requirements.

The following forms, all of which are contained in the Exhibits contained in Part C of the Bid Package attached hereto, are to be completed and submitted with the bid:

1. Bid Form;
2. Bid Security (if required, see Attachment 1);

Non-compliance with any of the above bid submission requirements may result in the disqualification of the bid.

48. Registration.

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the PPB Rules. The Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

49. VENDEX Fees.

Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check

process, if a Vendor Name Check review is required to be conducted by the City's Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the 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.

PART 1.
BID PACKAGE

ATTACHMENT 1
BID INFORMATION SUMMARY SHEET

DESCRIPTION OF WORK:

Furnish all labor and material necessary and required to supply non-recruitment advertising to the Department of Housing Preservation and Development for a period of three (3) years, with an option for up to a two (2) year renewal.

LOCATION OF WORK:

Not applicable to this procurement.

DOCUMENTS AVAILABLE AT:

Bid documents are available for pick up at 100 Gold Street, Section 6-M, starting on 9/18/14 between the hours of 9:00 AM and 12:00 Noon, and between 2:00 PM and 4:00 PM, Monday through Friday, exclusive of holidays observed by the City of New York.

PRE-BID CONFERENCE:

100 Gold Street, 6th Floor, 11 AM on Wednesday, October 1, 2014 at 100 Gold Street, New York, NY, on the 6th Floor. **Attendance is strongly recommended.**

SUBMIT BIDS BEFORE BID OPENING TO:

Agency Contact: Diane Faulkner
Place: 100 Gold Street, Section 6-M
New York, New York 10038

THE LAST DAY/TIME FOR SUBMITTING BIDS IS: Thursday, October 16, 2014 at 11:00 AM

BID OPENING DATE AND HOUR:

Bids will be publicly opened and read aloud:

Time: 11:00 AM
Date: Thursday, October 16, 2014
Place: 100 Gold Street, Section 6-M
New York, New York 10038

Bids will not be accepted after 11:00 AM on the day of bid opening. A bidder desiring a receipt for the delivery of its bids must present one to the person to whom the Bid is delivered. The person signing the receipt will acknowledge the receipt of an envelope or a package.

BID SECURITY:

Not applicable to this procurement.

INSURANCE:

The insurance requirements contained in the Contract apply to this procurement. Provision of insurance policies and/or certificates of insurance, as specified in Article 7 of the Contract shall be required by the Department prior to the Award of Contract.

PERFORMANCE AND PAYMENT BONDS:

Not applicable to this procurement.

AGENCY CONTACT PERSON:

Name: Brian C. Saunders
Telephone: 212-863-6590
Fax: 212-863-5015
E-mail address: contracts@hpd.nyc.gov

The final date and time for receipt of questions pertaining to this bid is Friday, October 3, 2014 at 4:00 PM. HPD cannot guarantee a response to any question received after this date and time.

PART 1.
BID PACKAGE

ATTACHMENT 2
ADVERTISEMENT FOR BIDS

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

Furnish all labor and material necessary and required to supply non-recruitment advertising in accordance with the bid and contract documents. The proposed contract (E-PIN 80614B0014) shall be subject to all equal opportunity provisions as required by federal, state and local statutes, rules, and regulations.

Bid Documents may be obtained from the Department of Housing Preservation and Development, Division of Maintenance (telephone number 212-863-7078), at 100 Gold Street, 6th Floor, New York, New York 10038 upon payment of \$25.00 convenience fee per set by money order, certified check, or teller's check made payable to "The Department of Housing Preservation and Development." Such payment is non-refundable.

A pre-bid conference shall be held at 100 Gold Street, 6th Floor, 11 AM on Wednesday, October 1, 2014 at 100 Gold Street, New York, NY, on the 6th Floor. **Attendance is strongly recommended.**

Sealed bids will be received on or before 11:00 AM on Thursday, October 16, 2014 at 100 Gold Street, New York, NY, on the 6th Floor, at which time, date, and place such bids shall be publicly opened and read.

PART 1.
BID PACKAGE

SECTION B
SUPPLEMENTAL INFORMATION FOR BIDDERS

1. **EQUAL OPPORTUNITY REPORTS AND REQUIREMENTS**

HPD 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/familial 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.

Prior to the award of the Contract, if requested to do so by the Compliance Officer, the low bidder must attend a pre-award conference to be held in the offices of the EOD for the purpose of acquainting the bidder with the statutory and contractual requirements and those specific measures which shall constitute an affirmative program of implementation. 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.

No letter of award or approval of a subcontractor shall be issued without the prior approval of the EOD.

2. **BIDDER QUALIFICATION STATEMENT**

In accordance with Section A, Information for Bidders, of Part 1 of this Bid Package, the bidder must complete the Bidder Qualification Statement set forth in Section C of Part 1 of this Bid Package and submit it with the bid proposal prior to the date specified for the receipt of bids.