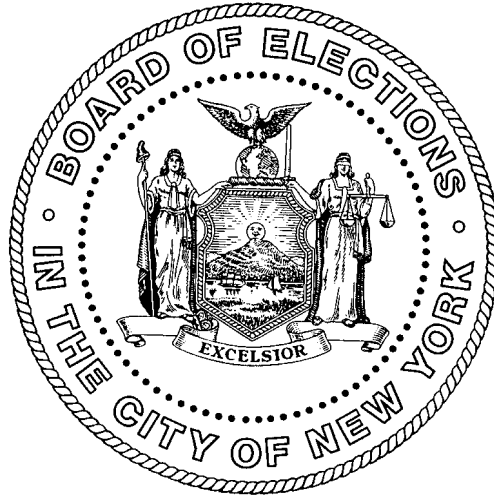


**BOARD OF ELECTIONS  
IN THE CITY OF NEW YORK**



**COMPETITIVE SEALED BID**

**CONTRACT FOR RENTAL OF TABLES, CHAIRS AND  
PEDESTAL FANS**

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**Amount of Contract \$** \_\_\_\_\_

**Procurement Identification Number: (PIN#) 00320210001**

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 1225, New York, New York; telephone number (212) 669-3000.

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**PART I. INFORMATION FOR BIDDERS**

**PLEASE NOTE:** The following pages contain blanks to be completed by the bidder or spaces for the bidder's signature: 15, 28-39, 71-74 -81-84, 95-102, (EFT) Electronic Funds Transfer.

**IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS**

In the event that your organization is submitting a bid in response to this Invitation for Bids, you are hereby notified to return the appropriately executed sealed bid in its entirety, and in its original page order. This includes Bid Pages, Specifications, MacBride Principles and any other documentation that you may have received along with the Solicitation package. Any additional documentation requested within the IFB is to be included in the envelope with the sealed bid.

**1. *Description of Procurement***

**CONTRACT FOR THE RENTAL OF TABLES, CHAIRS AND PEDESTAL FANS FROM DATE OF AWARD THROUGH DECEMBER 31, 2024**

**2. *Time and Place for Receipt of Bids***

- a. Sealed bids shall be received by the Board of Elections in the City of New York (hereinafter "Board") on or before the day, at the time and at the location set forth below:

Time: 10:00 am  
Date: February 15<sup>th</sup> 2020  
Place: BOARD OF ELECTIONS, Procurement Dept.  
32 BROADWAY, 7<sup>th</sup> FLOOR  
NEW YORK, NY 10004

Attention: Gwendolyn Youngblood Deputy ACCO  
[gyoungblood@boe.nyc](mailto:gyoungblood@boe.nyc)

- b. The completed bid must be submitted in a sealed envelope on or before the time and the place indicated in the Invitation For Bids. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, bid number and bid title. The bid and all other documents requiring signature must be signed and notarized.

**3. Invitation for Bid 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 the Invitation for Bids.
  - 1. The Advertisement and Proposal for Bids.
  - 2. The Bid.
  - 3. The Agreement.
  - 4. The Specifications.
  - 5. All addenda issued by the Executive Director prior to the receipt of all bids
  - 6. All provisions required by law to be inserted in this contract whether actually inserted or not.
  - 7. The Notice of Award.
  - 8. Notice to Proceed with Work.
- 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 the Invitation For Bids documents. A copy of such documents can be obtained at the location set forth in Part I.
- c) IFBs or notices of their availability shall be mailed, faxed, hand delivered, or otherwise furnished to a sufficient number of vendors. An agency may, upon request of a vendor provide IFBs or notices electronically. Where notice does not include all IFB documents and additional five (5) days shall be allowed.
- d) Additional Copies - Additional copies of the Invitation For Bids document may be obtained, subject to the conditions set forth in the advertisement for bids.

**5. Board Contact**

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

Name: Carlos Rodriguez, Contract Manager  
Address: Board of Elections, 42 Broadway (11<sup>h</sup> Floor),  
New York, NY 10004

Telephone: (212) 487-5457

**6. Examination of Proposed Contract**

- a) Request for Interpretation or Correction - Prospective bidders must examine the Contract Documents carefully and before bidding must request the Executive Director 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 Executive Director may decide to include, will be issued in writing will be sent by mail or delivered to each person recorded as having received a copy of the contract documents from the ACCO, and which 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 bidding on all bidders whether or not actual notice of such addendum is shown.

**7. 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 making the same;
  - b) the names of all person 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 Council Member 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 ink. Erasures or alterations shall be initiated by the signer in ink.

**8. 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

**PART II. SPECIFICATIONS**

**SPECIFICATIONS, ADDITIONAL PROVISIONS, AND BID CONTRACT FOR:  
RENTAL OF TABLES, CHAIRS AND PEDESTAL FANS FOR ALL ELECTIONS  
FROM JANUARY 1, 2021 OR DATE OF AWARD THROUGH DECEMBER 31, 2024**

**BIDDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

1. Whereas, this is a requirements contract for the Rental of Tables, Chairs and Pedestal Fans for all elections conducted by the Board of Elections in the City of New York (hereinafter "the Board of Elections" or "Board").
2. Whereas, the types of elections encompassed include presidential primary, primary elections, possible rerun primary elections, a runoff primary election, general elections, special elections, and a community school board election.
3. Whereas, the types of tables and chairs are as specified on page 17 paragraph A of Scope of Services.
4. Whereas, the Board is mandated by the New York State Election Law section 8-100 (1) to conduct elections in the city of New York
5. Whereas, the board must provide chairs, tables and pedestal fans, to facilitate the election process.
6. Whereas, inasmuch as this is a requirements contract, the Board of Elections does not guarantee the number of tables, chairs and pedestal fans to be used, to the extent described herein, and/or at the Estimated Quantities set forth in the bid sheet. The services will be used on an as needed basis only. Should the Board of Elections require services of the type covered by this contract at a level less than or exceeding the Estimated Quantities, the vendor must be ready and willing to perform such services. Examples of reasons why services may be more or less than expected include, but are not limited to, the following: 1) In the case of a special election where the amount of chairs, tables and pedestal fans may be

less than the amount estimated. 2) During a Presidential election year, the Board will conduct three elections instead of the usual two.

Therefore, The Board desires to contract for the above mentioned services via Competitive Sealed Bid Method.

**DEFINITIONS**

- A. "Vendor" shall mean a bidder to whom a contract was awarded and entered into.
- B. "Equipment" shall have the meaning set forth in Scope of Services, see page 17.
- C. Elections scheduled to take place during the term of this contract shall mean:
  - Presidential Primary Elections,
  - Federal Primary Elections,
  - Primary Elections,
  - General Elections

**Any Special Elections Call during the contract period.  
Notification will be sent prior to all Elections**

**SCOPE OF SERVICES**

**A. Contract Requirements**

- 1. The size of each table shall be 30' X 72'
- 2. Resin Type Table, Durable, Portable and Lightweight (under 40 pounds)Thick impact resistant radius corners, folding legs should automatically lock by use of gravity activated mechanism when opened,



High Strength 19 gauge, 1 1/8 diameter steel tubular legs with welded crossbars for durability and stability, top table to be polypropylene and fully water resistant.

3. The size of each chair shall be, seat height 17', overall height 31 1/2', overall depth 17', overall width 17 1/2', folded chair height 38 1/4', folded chair depth 3'.
4. The chairs must have zinc plated steel rivets that secure back to the frame. Rivets will penetrate the entire frame creating two attachment points, which increase the back. Zinc plated steel rivets are used to secure the slice track and bottom of the seat.
5. Pedestal fans must have at least 30 inches blade, with an adjustable height between 60 – 84 inches. Oscillating sweep in a 90 degree arc or lock in fixed position. The fan must be powered using 120V and power cord of at least 12 inches. The fan must be ETL/C-EL listed and OSHA compliant safety grille.
6. The vendor must have on hand a sufficient number of tables, chairs and pedestal fans to accommodate the Board's needs, which may increase or decrease.
7. The Board will require tables, chairs and pedestal fans three weeks before an election and three weeks post election. Each rental cycle is for a minimum of a six-week period. The three-week pre or post election date can change at the discretion of the Board.

8. The vendor is responsible for the condition of said tables, chairs and pedestal fans, which must be in safe and good condition. (Smooth edges and straight legs on tables, no bent frames on chairs and all equipment to be clean)
9. During the Election cycle, the Board shall be the Primary client of the vendor. At no time can the vendor allocate tables, chairs and pedestal fans during this period that can jeopardize the operations of the Board.
10. The Board of Elections will not acknowledge any invoice that is not submitted with the Contract number printed on the form.
11. The vendor shall not hire any current Board of Elections employee. In addition, the vendor shall not hire any former Board of Elections employee, if his/her last date of employment with the Board of Elections is less than one year prior to the date of employment by the vendor.
12. The Board of Elections maintains the right to cancel this contract at any time, pursuant to the terms hereof.
13. Due to the unique nature of the responsibilities of the Board of Elections, the time for the performance of all work required under this contract is of the essence.
14. The Executive Director, the Deputy Executive Director, the Administrative Manager, Operation Manager and the Contract Manager of the Board of Elections may order increased services in excess of the award as allowed by law and/or regulation.

15. The Board of Elections shall not be limited in the number of times it may call upon vendors to perform work under this contract.
16. All authorizations by the Executive Director, Deputy Executive Director, Administrative Manager, Operation Manager, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager, for work to be performed under this contract shall be in writing and signed when specified herein, and shall be effective upon being sent by fax or delivered to the vendor by any means, whichever occurs first. No work requiring a written authorization shall take place unless and until the authorization is so sent or delivered.

**B. Transport of Tables and Chairs**

The Board of Elections shall retain the option of requiring the vendor, who is the lowest responsible bidder on items 1, 2 and 3 to perform transportation of tables, chairs and pedestal fans as described below, if such vendor has submitted a bid on item 4 that is satisfactory to the Board. Said transport shall include:

- 1) Delivery to designated Board of Election's facility or authorized Board of Elections Vendor.
- 2) Retrieval from Board of Election's facility or authorized Board of Elections Vendor once work is completed.

- 3) If the vendor only delivers or retrieves the items from a Board of Elections Facility or an authorized Board of Elections Vendor, half the unit price of item 4 will be assessed.

A schedule of the deliveries, retrieval and quantities will be provided to the vendor by the Board at least two weeks prior to delivery.

#### **TERMS OF PAYMENT**

- A. The total price will be for items one, two and three; item four is optional and therefore separate.
- B. No payments will be made for work not actually performed or labor not actually furnished.
- C. The Board of Elections will not process for payment any invoice that is not submitted on the Board of Elections' official invoice.
- D. When an invoice is submitted by a vendor for work for which authorization by the Executive Director, Deputy Executive Director, Administrative Manager, Operation Manager, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager, is required, pursuant to this contract, a copy of that written authorization shall be attached to the invoice.
- E. Term of contract and the Unit Prices set forth in the Bid Sheet shall remain the same throughout the term of the contract.

1. The Board of Elections will not pay for travel time between the vendor's place of business and a Board of Elections facility, or vice-versa. The billing time for work performed under this contract for Item 4 (Delivery) will be at the rate set forth in the Bid Sheet.

**COMPLETION OF BID SHEET**

- A. When completing the Bid Sheet the prospective vendor must complete item one, item two, and item three. . Said items (1,2,3,) must be added to arrive at the Grand Total amount which constitute the vendors Bid
- B. The amounts indicated for Estimated Quantities are only estimates. The Board of Elections will not be held responsible for the amounts indicated. They may be higher or lower that the amounts actually used.

**The vendor does not have the option of bidding only on item 4. Bids for just item 4 will be deemed non-responsive.**

(i) The Board of Elections' General Office and telephone numbers are as follows:

General Office  
32 Broadway, Manhattan

Michael J. Ryan  
Executive Director  
(212) 487-5403

Dawn Sandow  
Deputy Executive Director  
(212) 487-5412

Pamela Perkins  
Administrative Manager  
(212) 487-5406

Georgea Kontzamanis  
Operations Manager  
(212) 487- 8648

John P. O'Grady  
Contract Manager, Contract Manager  
(212) 487-5457

Manhattan  
200 Varick Street

Gregory Lehman  
Chief Clerk  
(212) 886-2103

Cynthia Doty  
Deputy Chief Clerk  
(212) 886-2109

Bronx  
1780 Grand Concourse

Brendaliz Candelaria  
Deputy Chief Clerk  
(718) 299-9017 ext. 1833

Robert Siano  
Deputy Chief Clerk  
(718) 299-9017 ext. 1836

Brooklyn  
345 Adams Street

Raymond Riley  
Chief Clerk  
(718) 797-8806

Daniel Ortiz  
Deputy Chief Clerk  
(718) 797-8803

Queens  
126-06 Queens Boulevard

Amanda Berinato  
Chief Clerk  
(718) 730-6733

Bart Haggerty  
Deputy Chief Clerk  
(718) 730-6737

Staten Island  
1 Edgewater Plaza

Don M. Bosco  
Chief Clerk  
(718) 876-0898

Anthony Andrulli  
Deputy Chief Clerk  
(718) 876-0280

**Voting Machine Facilities Listing**

Bronx  
1780 Grand Concourse 5<sup>th</sup> floor  
Bronx, NY 10457

Brooklyn  
5112 2<sup>nd</sup> Avenue  
Brooklyn, NY 11232

Manhattan  
460 12 Avenue 6<sup>th</sup> floor  
New York, NY 10018

Queens  
66-26 Metropolitan Avenue  
Middle Village, NY 11379

Staten Island  
1 Edgewater Plaza 4<sup>th</sup> floor  
Staten Island, NY 10305

This list will be updated as needed.

- (ii) The Board of Elections reserves the right to change the locations of its facilities, and vendors shall perform as required under this contract without any change in Unit Prices.



## **VENDOR REQUIREMENTS**

- A. The City Comptroller requires contractors to report their Social Security number (individuals) or Tax ID number (corporations or partnerships) and PASSPORT.
- B. By submitting a bid for this contract, the bidder certifies to the truth and accuracy of all figures and answers contained in any application or questionnaire or form herein and authorizes the Board of Elections or other authorized entity of the New York City or New York State Government to make any necessary examination of the books of account, records, and vouchers of the bidder, or any investigation to determine its responsibility.
- C. The undersigned agrees that if this bid is accepted it will within ten days after receipt of notice of award, executed copies of insurance policies as may be required, execute the agreement set forth in the proposal for bids, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this invitation for bids.
- D. The Board of Elections reserves the right to compel use by a vendor of any uniform invoice, voucher, bill, form, receipt, document, authorization, or any paper, in connection with the performance of this contract. After submission of any invoice to the Board of Elections, the latter may require a vendor to provide further details concerning any amount billed for in the voucher.

## **CONFLICTS OF CONTRACT PARTS**

During the term of the Contract, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- This contract including Part II Specifications
- Appendix A
- Parts I, IV, V and VI
- Bidder's proposal (bid sheets)

**BID SHEET FOR RENTAL OF TABLES, CHAIRS AND PEDESTAL FANS**

**Contract for the rental of tables, chairs and pedestal fans for all Elections from  
Date of Award through December 31, 2024**

**EXPLANATION:**

Please note that the amount indicated for estimated quantities are only estimates. The estimated total time of rental of the tables, chairs and pedestal fans per Election is six weeks. When bidding on the items below please indicate a total price per table and chair for that period. The Board of Elections will not be held responsible for the amounts actually used. If you are bidding on this item, you must set fourth an amount for each table and chair and a grand total. The total bid must be set forth both in numerals and in words.

**ITEM (1) TABLES**

Estimated # of Tables	Price Per Table Per Day	Cost Per Week	Cost Per Week Multiplied by 6 = (cost per event)	*Estimated # of events	Grand Total Cost per Event X 12
<b>9,000</b>				<b>16</b>	

**ITEM (2) CHAIRS**

Estimated # of Chairs	Price Per Chair Per Day	Cost Per Week	Cost Per Week Multiplied by 6 = (cost per event)	*Estimated # of events	Grand Total Cost per Event X 12
<b>40,000</b>				<b>16</b>	

**ITEM (3) PEDESTAL FANS**

Estimated # of Pedestal Fans	Price Per Pedestal Fan Per Day	Cost Per Week	Cost Per Week Multiplied by 6 = (cost per event)	*Estimated # of events	Grand Total Cost per Event X 12
<b>200</b>				<b>16</b>	

<b>Sub Total Items 1, 2 &amp; 3</b>
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**OPTIONAL \* (NOT PART OF AWARD)**

**BID SHEET FOR DELIVERY AND PICK-UP**

ITEM (4) DELIVERY & PICK-UP

<b>Borough</b>	<b>Item</b>	<b>Estimated # Per Event</b>	<b>Rate Per Table, Chair, Fans</b>	<b>Estimated # Multiplied by Rate (cost per event)</b>	<b>Estimated # of Events</b>	<b>Grand Total = Cost Per Event X 16</b>
Manhattan	Tables	1,300			16	
Manhattan	Chairs	6,100			16	
Manhattan	Fans	50			16	
Bronx	Tables	1,400			16	
Bronx	Chairs	7,100			16	
Bronx	Fans	40			16	
Brooklyn	Tables	3,700			16	
Brooklyn	Chairs	14,700			16	
Brooklyn	Fans	70			16	
Queens	Tables	1,800			16	
Queens	Chairs	8,700			16	
Queens	Fans	50			16	
Staten Island	Tables	470			16	
Staten Island	Chairs	2,200			16	
Staten Island	Fans	20			16	
	<b>Grand Total Amount Item # 4</b>					
	<b>*2 per year minimum,</b>					

Grand Total for Item #1, 2, 3 and 4 \_\_\_\_\_

---



**2. Bid Affirmation**

Bidder Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder Organization: \_\_\_\_\_

The above-named bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than herein above-named has any interest in the bid, or in the contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury that to the best of knowledge and belief:
  - a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as with any competitor or potential competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor or potential competitor.
  - c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. That no member of the City Council or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is

directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. Said bidder is not in arrears to the City of New York upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of The City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except \_\_\_\_\_  
\_\_\_\_\_.
5. The bidder shall file with the bid an affirmation that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City, and indicate on its bid its Tax Identification Number.
6. The bidder, as an individual, or as a member, partner director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the contract awarded him, he and his subcontractors engaged in the performance thereof:
  - a) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220-a of the New York Labor Law as more expressly and in detail set forth in the contract form; and
  - b) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; and
  - c) have complied with the provisions of the aforesaid laws since their respective effective dates; and

- d) will post notices to be furnished by the Department setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work, labor and services required to be furnished or rendered by the Contractor have been finally accepted by the Department. In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words “the bidder” vendor, “he”, “his”, and “him” where used herein shall mean the individual bidder, firm, partnership, or corporation executing this bid).
7. Compliance Reports: The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation:
- a) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the Contract Agreement; and
  - b) warrants that he will comply with the provisions of Executive Order No. 50 as set forth herein. The apparent low bidder must, if required, submit the Employment Report pursuant to Executive Order No. 50 within five (5) days after the bid opening.
8. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with the provision of the contract agreement on providing records as set forth herein.



9. That said bidder has carefully examined the contract in the form approved by the Corporation Counsel, and will execute the contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required hereunder, all in strict conformity with the contract, in accordance with the schedule of prices annexed hereto.

10. The names and address of all persons interested in this bid are as follows:

---

---

---

11. The bid is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion and fraud.

12. My name, residence and place of business are as follows:

---

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---

---

Signature

---

Title

**3. Statement of Bid, Signature and Notarization**

Total of Bid: \_\_\_\_\_ for term of contract, Date of Award through December 31, 2024.

Total of Bid (in Words):

\_\_\_\_\_ Dollars

Bidder's name (printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

(\* Note: In the case of any discrepancy between the bid price in words and that in figures, the lowest bid will be considered the price bid. All additions and extensions are subject to audit. The appropriate affidavit on the following pages should be subscribed and sworn to before a Notary Public or Commissioner of Deeds.)

TAX IDENTIFICATION NUMBER	
---------------------------	--





**AFFIDAVIT WHERE THE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK            )  
  SS:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known and known to me to be the same person described in and who executed the foregoing instrument and that he acknowledged to me that the several matters therein are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the bid)

Subscribed to and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

***PART III. AGREEMENT***

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of New York acting through the Board of Elections in the City of New York located at 42 Broadway, New York, New York 10004 and

---

("Contractor")

located at \_\_\_\_\_

**ARTICLE 1. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "City" shall mean the City of New York, and its agencies as defined in Section 1150 of the City Charter.
- b. "Comptroller" shall mean the Comptroller of the City of New York.
- c. "Department" shall mean the Board of Elections in the City of New York, the Board of Elections, and/or the Board.
- d. "Administrator" shall mean the Executive Director and Deputy Executive Director of the Board of Elections.
- e. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, any local law of the of the City of New York, any State or Federal Law, and any ordinance, rule or regulation having the force of law.
- f. The Contractor shall also be referred to as "it", whether such Contractor be an individual, partnership or corporation.
- g. "Contract," except for titles, sub-titles, headings, running deadlines, tables of contents and indices (all of which are printed herein merely for convenience) shall include the following (except for such portions thereof as may be specifically excluded):

1. The Advertisement and Proposal for Bids.
2. The Bid
3. The Agreements
4. The Specifications;
5. The Contract Drawings;
6. All addenda issued by the Administrator prior to the receipt of all bids;
7. All provisions required by law to be inserted in this contract whether actually inserted or not;
8. The notice of award.
9. Instructions to bidders; Invitation for Bids; information for bidders; terms denoted as "Agreement".

## **ARTICLE 2. SCOPE OF SERVICES**

The contractor agrees to perform all the services described in the specifications attached hereto as Part II of the proposal for bid.

## **ARTICLE 3. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from DATE OF AWARD through December 31, 2024. This contract has a two (2) year renewal option.

## **ARTICLE 4. CONSIDERATION**

The City agrees to pay, and the Contractor agrees to accept, as full consideration for the complete and satisfactory performance of the services required herein, an amount not to exceed \_\_\_\_\_, such amount being based upon the Contractor's Bid for the work or services required as set forth in Part III (BID) of the Proposal for Bid, and in the case where such bid is a unit price, upon the quantity, volume, amount or period of work or services or materials estimated by the Department to be required multiplied by such unit Bid Price. Any such estimated quantity, volume, amount or period of work or services or materials is an estimate based upon experience. The Department shall neither be required to order any quantity, amount, or period thereof, nor shall it be limited by any such estimate, but the quantity, amount, or period ordered and paid for shall be that which actually required by the Department and provided by the Contractor.

The Contractor shall submit numbered invoices for payment on a monthly basis, unless otherwise agreed. Such invoices shall set forth the services for which payment is requested, and approval thereof by the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set-off as may be set forth in this Agreement and in the Specifications attached hereto.

**ELECTRONIC FUNDS TRANSFER**

- A. In accordance with Section 6-107 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephone instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached “EFT vendor payment Enrollment Form” in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent . The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.
  
- B. The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances (i) for individuals or classes of individuals for whom compliance impose a hardship; (ii) for classification or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

**6.8 LIQUIDATED DAMAGES**

In the event the vendor through its fault or negligence shall fail to perform or complete any work hereunder in accordance with this contract within the time herein prescribed or specified, the Board shall deduct from any invoices submitted the following sums;

- (i) if said work would have been paid for under items 1, 2, or 3 the said sum shall be \$100 per table not delivered and \$50 per chair not delivered



In the event through no fault of the vendor delivered items tables and/or chairs result in loss or irreplaceable the Board of Election will replace said equipment. The vendor will submit a minimum of three (3) price quotes to replace said equipment and the Board will reimburse the vendor for the quoted price of the equipment plus a 15% handling fee.

## **ARTICLE 7. PROVISIONS RELATING TO LABOR**

### **7.1 SUPERVISION BY CONTRACTOR**

- A. The Contractor shall give its personal supervision to the work or have competent manager, foreman or supervisor, satisfactory to the Administrator, assigned to the work at all times during performance of the contract, with authority to act for the Contractor.
- B. In the performance of the contract hereunder, the Contractor shall utilize competent and qualified persons. All such persons are the employees of the Contractor and not of the City and Contractor shall be responsible for their acts, personal conduct and work.
- C. All services shall be performed in a skillful and workman like manner. The Administrator may require and the Contractor agrees to the removal from the work of any of the Contractor's personnel or if its subcontractor's personnel deemed incompetent, careless or otherwise objectionable by the Administrator.
- D. The Department shall have the right to have representatives of the Department or of the City or the State or Federal governments present at the site of the engagement to observe the work being performed.

### **PRICING**

- A. The Contractor shall when ever required during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The contractor shall be

required to keep its submission of cost or pricing data current until the contract has been completed.

- B. The price of any change order, or contract modification subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.
- C. **Time for Certification.** The Contractor must certify that the cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.
- D. **Refusal to Submit Data.** When an contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.
- E. **Certificate of Current Cost or Pricing Data.**  
**Form of Certificate.** In those cases when cost or pricing data is required, certification shall be made using a certificate substantially similar to the one contained in Chapter 4 of the PPB rules and such certification shall be retained in the agency contract file.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

BOARD OF ELECTIONS  
CITY OF NEW YORK

By \_\_\_\_\_

Executive Director  
Board of Elections

Contractor

(Affix Corporate Seal Here)

By \_\_\_\_\_

Title \_\_\_\_\_  
(President or Vice President  
if a Corporation)

Attest: \_\_\_\_\_  
(Secretary or Assistant Secretary)

Approved as to Form  
Certified as to Legal Authority



\_\_\_\_\_ LZ  
Acting Corporation Counsel

1/12/2021  
\_\_\_\_\_  
Date

















**PART IV. AFFIRMATION**

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except:

\_\_\_\_\_  
\_\_\_\_\_

Full name of Proposer or Bidder \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER

A INDIVIDUAL — Social Security Number\*: \_\_\_\_\_

B PARTNERSHIP, JOINT VENTURE or INCORPORATED ORGANIZATION  
Employer Identification Number: \_\_\_\_\_

C CORPORATION — Employer Identification Number: \_\_\_\_\_

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
*If a corporation, place seal here:*

Must be signed by an office or duly authorized representative.

\*Under the Federal Privacy Act the furnishing of Social Security Numbers by proposers on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

**PART V. STATEMENTS AND REPRESENTATIONS OF BIDDER**

THE BIDDER MAKES THE FOLLOWING STATEMENTS AND REPRESENTATIONS AS PART OF THIS BID.

1. That the bidder, if an individual, is a lawful age. That the bidder is the only one interested in this bid; and that no person, firm or organization other than hereinabove named has any interest in this bid, or in the contract propose to be taken.
  
2. That the bidder and each person signing on behalf of any bidder certified; and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief.
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other bidder or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition:
  - (d) That no council person or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof
  - (e) That said bidder is not is not in arrears to the City of New York upon any debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, of State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except:

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(if none, bidder will insert ("none"))

3. That the said bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of the contract.
  
  4. Said bidder is not in arrears in the City of New York upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except
-

Bidder shall indicate Tax Identification Number on Bid.

5. That the bidder has examined all parts of this Proposal for Bid, including but not limited to the Agreement and the terms and conditions thereof; and if the bid is accepted as submitted, the bidder shall execute the Agreement as set forth herein.
6. That the bidder certifies that it is duly licensed to do business in the City of New York and holds or agrees to obtain all necessary permits required by law or regulation for the performance of the contract.
7. The bidder, executes this document expressly warranting and representing that should this bid be accepted by the City and the contract awarded to it, the bidder and its sub-contractors engaged in this performance of the contract: (1) will comply with the provisions of Section 343-9.0 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations and the rules and regulations of the Board of Estimate adopted pursuant thereto as more expressly and in detail set forth in the contract form.

In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidation or otherwise, cancellation of the contract and suspension as a bidder for a period of three (3) years.

8. The bidder, (1) represents that its attention has been specifically drawn to the Equal Employment Provisions of the Contract Agreement, and (2) warrants that it will comply with all the terms and provisions prescribed therein.
9. The bidder executes this document expressly warranting and representing that should this bid be accepted and the contract awarded to the bidder, the bidder and its sub-contractors engaged in the performance (1) will comply with the provisions of Section 343-8.0 of the Administrative Code of the City of New York and the non-discrimination provisions of the Section 220 and 239 of the New York Labor Law as more expressly and in detail set forth in the contract form: and (2) will post notices to be furnished by the City, setting forth the requirements of the aforesaid law in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the contract can readily view it, and will continue to keep such notices posted until supplies materials and equipment, or work, labor and services required by the Contractor have been finally accepted by the City.
10. The names and addresses of all persons interested in this bid are as follows:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

11. This bid is made without any connection with any other person making a bid for the same purpose and is in all respects fair and without collusion or fraud.

12. My name, residence, and place of business are as follows:

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13. The bidder agrees that if this bid or any part of it is accepted, it will within ten days after receipt of notice of award, furnish such performance bond, payment bond, and executed copies of insurance policies as may be required, execute the agreement set forth in the invitation for bids, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in the invitation for bids at the unit prices set forth in its bid.

14. The undersigned certifies to the truth and accuracy of all figures contained herein and authorizes the Board of Elections to make any necessary examination of the books of amount, records, and vouchers of the bidder or other investigations to determine its responsibility, or for any other reason in connection with the award and performance of the contract.

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Signature

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Title

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Name of Bidder

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Business Address

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Telephone Number

**PART VI. QUALIFICATIONS QUESTIONNAIRE**

NOTE: If you need more space to answer a particular question, use reverse side or additional pages.

1. NAME OF BIDDER: \_\_\_\_\_
2. BUSINESS ADDRESS: \_\_\_\_\_
3. TELEPHONE NUMBER: \_\_\_\_\_
4. Bidder is a  Corporation  Partnership  Individual
5. How many years has the bidder been in the Furniture Rental business? \_\_\_\_\_
6. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you or any entities of which you have been a partner or officer ever been declared in default by any city, state or federal agency? \_\_\_\_\_  
  
(If answer is Yes give details) \_\_\_\_\_  
\_\_\_\_\_
8. Have you or any entity of which you have been a member, partner, director, or officer, when called before a GRAND JURY to testify, refused to sign a waiver or immunity or answer any questions? \_\_\_\_\_  
  
(If answer is Yes, give details) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Name the corporations or companies that you have ever been connected with other than the bidder, as a member, partner, director, or officer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Has any officer or partner of your entity ever been an officer or partner of some other entity that failed to complete a Furniture Rental contract? \_\_\_\_\_

If so, state the name of the individual, other entity and reason therefor:

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11. Has any officer or partner of your entity ever failed to complete a Furniture Rental contract handled in his own name? \_\_\_\_\_

If so, state name of individual, name of entity, and reason therefor.

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12. In what other businesses are your officers and partners financially interested?  
List officer or partner, name of company and type of business.

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13. Where is your facility located? \_\_\_\_\_

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14. Does your facility meet the security specifications set forth in Section 1 of Part II of this Invitation for Bids? \_\_\_\_\_

If no, set forth how it fails to comply. \_\_\_\_\_

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15. Set forth anything further, which you feel, is relevant in determining your responsibility. \_\_\_\_\_

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16. WHAT FURNITURE RENTAL PROJECTS HAS YOUR COMPANY PERFORMED OR CURRENTLY HAS UNDER CONTRACT?

Name & Address of Company or Government	Nature of Project	Contact Person and Telephone number	Contract Amount	Date Started & Date Completed	If not yet completed, when work must be completed

The answers to the foregoing Qualifications Questionnaire are true and correct.

Name (printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK            )  
   ) ss:  
 COUNTY OF                    )

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_  
 \_\_\_\_\_ of the above-named company and that the answers to  
 the foregoing questions and all statements therein contained are true and correct.

Sworn to me on this

\_\_\_\_\_ day of \_\_\_\_\_ + \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public