

BID BOOK

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF MUNICIPAL SUPPLY SERVICES
MUNICIPAL BUILDING
1 CENTRE STREET, 18TH FLOOR
NEW YORK, NEW YORK 10007

INVITATION FOR BIDS

BID INFORMATION:

Please note that this procurement is being solicited through the Procurement and Sourcing Solutions Portal (PASSPort). All documents related to this solicitation will be available in PASSPort and all responses should be submitted via PASSPort and in accordance with directions provided by the Agency. Responses submitted through PASSPort will be signed electronically and will remain sealed until bid opening.

CONTRACT

TABLE OF CONTENTS

- I. Bid Book (Sectioned into A, B, and C pages)
 - A Pages: Invitation for Bid, Offer, Vendor Signature and Notarization
 - B Pages: Contract Specific Terms and Conditions
 - C Pages: Specifications and Schedule of Quantities and Prices

- II. New York City Purchase Contract
(310L/FEBRUARY/2015)
 - Part I General Definitions
 - Part II Standard Instructions to Bidders
 - Part III General Conditions
 - Part IV Special Conditions
 - Part V Affirmations

All applicable forms must be completed and submitted with the bid. Non-compliance with any of the bid submission requirements may result in the disqualification of the bid. For a bid to be considered responsive:

1. NO EXCEPTIONS MAY BE TAKEN TO THE NEW YORK CITY PURCHASE CONTRACT.
2. BIDS MUST BE SIGNED. ALL REQUIRED PRICING INFORMATION MUST BE INCLUDED IN THE C PAGES AND BE TYPED OR WRITTEN IN INK.
3. ALL REQUIRED SIGNATURES MUST BE IN INK.
4. ANY ALTERATION OF PRICE (INCLUDING CORRECTION FLUID/TAPE) MUST BE INITIALED IN INK.

OFFER AND ACCEPTANCE

1. FIRM OFFER

The Bidder proposes to furnish and deliver to the City the Goods required under this contract, to provide all labor and services and to perform all other work in connection therewith, all as specified by the terms and conditions of the Contract, based upon the unit prices or lump sum prices in the bid (C Pages).

A submitted bid constitutes an Offer to the City by Bidder to furnish and deliver the Goods or Services specified at the unit or lump sum prices 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in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is modified or withdrawn by written notice received in the office designated to receive bids before the time and date set for bid opening, or, after the expiration of 45 days from bid opening, in advance of an actual award.

The City reserves the right to make awards within 45 days after the date of bid opening during which period the bid may not be withdrawn. If, however, an award is not made within the 45 day period, a bid shall remain in effect until a contract is awarded or the Bidder delivers to the City written notice of the withdrawal of its bid in advance of an actual award.

2. CITY'S ACCEPTANCE

The City shall accept the Offer by mailing to the Bidder at the address specified in the bid a PURCHASE ORDER or NOTICE OF AWARD, for any of the items for which this bid is submitted. An acceptance of the Offer shall constitute a Contract between the City of New York and the Bidder to furnish and deliver to the City the items set forth in the PURCHASE ORDER or NOTICE OF AWARD at the unit prices or lump sum price specified in the bid subject to the terms set forth in the Contract as if said form of Contract had been signed by the Agency Chief Contracting Officer and the Bidder.

3. SUBMISSION OF BID

The completed Bid must be submitted in a sealed envelope on or before the time and at 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 the Bid signature on A-1 must be an original signature and notarized. The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations, including correction fluid/tape, shall be initialed by the signer in ink. The Bid must be properly signed by an authorized representative of the bidder.

4. FALSE STATEMENT

A false statement willfully or fraudulently made in connection with the bid and/or any of the forms completed and submitted to the City in connection 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.

5. NEW YORK CITY PURCHASE CONTRACT

Bidder acknowledges receipt of and agrees to be bound by the terms and conditions of the New York City Purchase Contract referenced in the Table of Contents.

6. PROCUREMENT POLICY BOARD RULES

This contract is subject to the Rules of the Procurement Policy Board of the City of New York, as amended. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence. For information and updates on the Procurement Policy Board Rules, bidders are referred to www.nyc.gov/ppb, or the Mayor's Office of Contract Services at 212-788-0010.

7. BID PROCESS

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212) 669-2323.

8. PROMPT PAYMENT

The Prompt Payment provisions set forth in Chapter 4, Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payment made by New York City agencies only under a contract resulting from this solicitation. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in subdivisions c(3) and d(3), (4), (5) and (6) of Section 4-06 of the Rules.

The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Municipal Law §3-a.

Pursuant to the Prompt Payment provisions of the Procurement Policy Board Rules, the Division may designate this contract and the items specified herein as subject to a longer acceptance period to afford a practicable opportunity for testing, installation and inspection. For purposes of vendor payment in such case, the actual date of acceptance by the Division's Bureau of Quality Assurance shall substitute for the Invoice Received/Acceptance Date (IRA Date).

9. ELECTRONIC FUNDS TRANSFER

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment

agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

The EFT Vendor Payment Enrollment Form available for download at:
<http://www1.nyc.gov/site/finance/about/doing-business-with-nyc-direct-deposit-program.page>

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the HireNYC process and obligations, including reporting requirements throughout the life of the contract. The HireNYC process requires contractors to enroll with the Hire NYC system within thirty (30) days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

HIRING AND EMPLOYMENT RIDER:

HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services' ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospepects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three (3) weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for thirty (30) percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation. (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959



DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:

New York City Department of Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:

www.nyc.gov/doi

All communications are confidential

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law, an employee must report to DOI – or to certain other specified government officials** – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages



← Scan the QR Code at Left to File a Complaint

PIN: 8572500005

SPECIAL INSTRUCTION TO BIDDERS
 CONTRACT SPECIFIC TERMS AND CONDITIONS

CITY OF NEW YORK
 DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
 DIVISION OF MUNICIPAL SUPPLY SERVICES
 MUNICIPAL BUILDING, NEW YORK, NY 10007

 BID NUMBER: 2500005.

BID TITLE: UNIFORMS & ACCESSORIES (DOB)

 ALL INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO:
 PURCHASING AGENT: BRIAN LEE AT (212) 386-6344

VENDORS WILL BE SEEN BY APPOINTMENT ONLY

TYPE OF CONTRACT: THIS IS A "C" CONTRACT
 (REQUIREMENT CONTRACT) AS DEFINED IN THE NEW YORK
 CITY PURCHASE CONTRACT, PART II, PARAGRAPH 2.8,
 OR, IF APPLICABLE, THE NEW YORK CITY SERVICE
 CONTRACT, PART II, PARAGRAPH 2.6.

IN ACCORDANCE WITH THE NEW YORK CITY PURCHASE
 CONTRACT, PART II, SECTION 5.6 - ALTERNATE
 PRODUCTS - OR, IF APPLICABLE, THE NEW YORK CITY
 SERVICE CONTRACT, PART II, SECTION 5.5 -
 ALTERNATE SERVICES:

A BIDDER MAY NOT BID MULTIPLE PRODUCTS OR
 SERVICES FOR ONE BID ITEM. IF A BIDDER OFFERS
 MORE THAN ONE, ONLY THE LOWEST PRICE OFFERING
 WILL BE CONSIDERED. IF THE PRICE OFFERINGS
 ARE IDENTICAL, ONLY THE FIRST ITEM LISTED WILL
 BE CONSIDERED.

PRODUCTS OFFERED SHOULD BE MANUFACTURED FROM
 RECYCLED, RECOVERED, OR ENVIRONMENTALLY
 PREFERABLE MATERIALS TO THE MAXIMUM EXTENT
 POSSIBLE PROVIDED THAT THE PRODUCT MEETS ALL
 SPECIFICATIONS AND PERFORMANCE CRITERIA AND
 PROMOTES ECONOMICALLY ADVANTAGEOUS LIFE CYCLE
 COSTS.

ALL ITEMS AWARDED UNDER THIS CONTRACT MUST BE IN
 COMPLIANCE WITH THE NEW YORK CITY MAYOR'S
 EXECUTIVE ORDER NO. 113 (1988), "PROHIBITION OF
 THE PURCHASE OF PRODUCTS MADE OF POLYSTYRENE
 FOAM."

WHENEVER PRACTICABLE, PACKAGING SHALL ELIMINATE WASTE; REDUCE WASTE BY WEIGHT, VOLUME AND TOXICITY WITHOUT SUBSTITUTING A MATERIAL THAT IS NOT RECYCLABLE; AND SHOULD CONTAIN RECYCLED CONTENT.

THE CITY MAY, IN IT'S SOLE DISCRETION, DISSAPROVE ANY PROVIDER(S) OF GOODS AND/OR SERVICES USED BY PRIME VENDOR/CONTRACTOR TO FULFILL ANY CONTRACT RESULTING FROM THIS SOLICITATION. AS USED IN THIS SECTION, A "PROVIDER" SHALL INCLUDE, BUT NOT BE LIMITED TO, A SUBCONTRACTOR, A SUPPLIER OF GOODS AND/OR SERVICES, AND THE MANUFACTURER(S) OF ANY GOODS BEING PROCURED UNDER SUCH CONTRACT. A VENDOR WHO IS AWARDED A CONTRACT PURSUANT TO THIS SOLICITATION MAY, AT THE CITY'S OPTION, BE ASKED TO PROVIDE TO THE CITY A LIST OF PROVIDERS AND, FOR EACH PROVIDER, ITS ADDRESS AND THE NAME OF ITS PRINCIPALS.

IN ADDITION, THE VENDOR MAY BE ASKED TO PROVIDE, ANY OTHER INFORMATION DEEMED NECESSARY BY THE CITY TO DETERMINE WHETHER A PROVIDER SHALL BE DISAPPROVED. FURTHERMORE, DURING THE TERM OF SUCH CONTRACT, THE VENDOR MAY BE ASKED TO SUPPLY TO THE CITY ALL SUCH INFORMATION REGARDING ANY ADDITIONAL PROVIDER(S) IT INTENDS TO USE.

THE CITY RESERVES THE RIGHT TO WITHDRAW ANY APPROVAL IT HAS GIVEN, WHERE SUCH WITHDRAWAL OF APPROVAL IS BASED ON INFORMATION RECEIVED SUBSEQUENT TO THE APPROVAL. THE VENDOR MAY NOT USE A PROVIDER THAT HAS BEEN DISAPPROVED BY THE CITY OR WHOSE APPROVAL HAS BEEN WITHDRAWN.

PURSUANT TO PROCUREMENT POLICY BOARD RULE 2-08(F)(2), THE 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. THE CONTRACTOR SHALL ALSO BE REQUIRED TO PAY THE APPLICABLE REQUIRED FEES FOR ANY OF ITS SUB-CONTRACTORS 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.

SCOPE OF CONTRACT:

THE PURPOSE OF THIS CONTRACT IS TO SUPPLY THE AGENCIES OF THE CITY OF NEW YORK WITH UNIFORMS AND ACCESSORIES. THE SPONSORING AGENCY OF THIS CONTRACT IS THE DEPARTMENT OF BUILDINGS ("DOB").

ALL PRICES MUST BE BASED ON THE BASIS OF F.O.B. DELIVERY POINT, UNLOADED, AND INSIDE. ALL DELIVERY AND HANDLING COSTS MUST BE INCLUDED IN PRICES.

UNLESS OTHERWISE NOTED, ALL PRICES MUST INCLUDE ALL COSTS FOR CUSTOMIZATIONS AND CUSTOM ITEMS (INCLUDING, BUT NOT LIMITED TO: SEWING, EMBLEMS, PATCHES, EMBROIDERIES, SILK SCREENING, REFLECTIVE TRANSFERS, ETC.).

PERIOD OF REQUIREMENTS CONTRACT ("RC"):

THIS CONTRACT IS FOR ONE 5-YEAR TERM.

THIS CONTRACT HAS A 1-YEAR RENEWAL OPTION, TO BE EXERCISED AT THE SOLE DISCRETION OF THE CITY.

ANTICIPATED TERM OF CONTRACT:

FROM: FEBRUARY 1, 2025

TO: JANUARY 31, 2030

THE CITY RESERVES THE RIGHT, PRIOR TO CONTRACT REGISTRATION, TO CHANGE (ADJUST) THE START AND END DATES AS NOTED ABOVE. THE CITY FURTHER RESERVES THE RIGHT TO CHANGE (ADJUST) THESE DATES AFTER CONTRACT REGISTRATION TO REFLECT THE ACTUAL REGISTRATION DATE.

CONTRACT QUANTITIES:

QUANTITIES SPECIFIED HEREIN ARE ESTIMATES BASED ON EXPERIENCE. THE QUANTITIES TO BE ORDERED ARE ONLY THOSE NEEDED BY THE AGENCY. THE CITY WILL NOT BE COMPELLED TO ORDER ANY SPECIFIC QUANTITY OF ANY ITEM, NOR WILL THE CITY BE LIMITED TO THE QUANTITY SPECIFIED.

BASIS FOR AWARD:

PURSUANT TO PROCUREMENT POLICY BOARD ("PPB") RULE 3-02(O) OF THE PPB RULES, THE CITY WILL UTILIZE THE BEST VALUE COMPETITIVE SEALED BID METHOD FOR THIS SOLICITATION. THE BEST VALUE WILL BE DETERMINED BY A COMMITTEE COMPRISED OF REPRESENTATIVES OF DCAS AND DOB PROCUREMENT.

IN MAKING A BEST VALUE DETERMINATION, A COMMITTEE WILL CONSIDER THE LOWEST RESPONSIVE BID AND THE NEXT LOWEST RESPONSIVE BIDS THAT ARE WITHIN TEN PERCENT (10%) OF THE LOW RESPONSIVE BID IN PRICE.

IN ADDITION,

- NEW YORK CITY OR NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES ("M/WBE'S") WILL BE GIVEN A PRICE PREFERENCE OF 10% AND WILL BE EVALUATED AS IF THEIR BID PRICE WERE 10% LOWER.
- NEW YORK CITY CERTIFIED LOCALLY-BASED ENTERPRISES ("LBE'S") WILL BE GIVEN A PRICE PREFERENCE OF 10% AND WILL BE EVALUATED AS IF THEIR BID PRICE WERE 10% LOWER.

THE FOLLOWING CRITERIA WERE DEVELOPED FOR THIS BEST VALUE SOLICITATION AND WILL BE APPLIED IN DETERMINING VENDOR SELECTION:

EXPERIENCE, BACKGROUND, QUALIFICATIONS (30%):

- DETAIL VENDOR'S EXPERIENCE IN PROVIDING UNIFORM ITEMS AND ACCESSORIES TO A GOVERNMENT ENTITY, IF IT IS THE VENDOR'S PRIMARY LINE OF BUSINESS, AND PROVIDE A VENDOR ORGANIZATIONAL CHART. SEE QUALIFICATION REQUIREMENTS BELOW FOR MORE INFO.

MANUFACTURING, SUPPLY CHAIN (20%):

- DETAIL VENDOR'S MANUFACTURING/SUPPLY CHAIN SHOWING HOW VENDOR OBTAINS THE UNIFORM ITEMS, IF VENDOR HAS DIRECT CONTROL OF THEIR MANUFACTURING/SUPPLY CHAINS, OR IF VENDOR ACTS AS AN INTERMEDIARY. DETAIL HOW MUCH OF THE UNIFORM "FINISH WORK" IS DONE IN-HOUSE, OR CONTRACTED OUT. DETAIL VENDOR'S EXPERIENCE AND PLAN TO MITIGATE FLUCTUATIONS IN SUPPLY AND COSTS ASSOCIATED WITH IT.

PRICE SCHEDULE (30%):

- LOWEST BIDDER (FACTORING IN PREFERENCE POINTS AS NOTED ABOVE) WILL RECEIVE 30%, WITH EACH SUBSEQUENT LOWEST BIDDER RECEIVING 2% LESS.

NEW YORK CITY BASED BUSINESS (20%):

- DETAIL IF VENDOR HAS MAINTAINED A PRIMARY PHYSICAL LOCATION OPEN TO THE PUBLIC WITHIN NYC IN THEIR BUSINESSES' NAME FOR AT LEAST THE PAST FIVE (5) YEARS (E.G. A STOREFRONT). THIS LOCATION MUST BE IN THE VENDOR'S NAME AND MUST STILL BE OPEN AS OF THE TIME OF THIS BID. DETAIL IF VENDOR HAS EMPLOYEES THAT WORK PHYSICALLY AT THIS NYC LOCATION DURING NORMAL BUSINESS HOURS.

NOTIFICATION OF DELIVERY:

IT IS THE VENDOR'S RESPONSIBILITY TO NOTIFY THE USING AGENCY OF ANY INTENDED DELIVERY AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO MAKING THE DELIVERY. IT IS ALSO THE VENDOR'S RESPONSIBILITY TO INQUIRE ABOUT AND ACCOMMODATE EACH INDIVIDUAL AGENCY'S UNIQUE AND SPECIAL SECURITY ARRANGEMENTS WHICH MAY INCLUDE BUT NOT BE LIMITED TO GUARD DOG INSPECTION AND X-RAY SCANNING.

DELIVERY/MEASUREMENT LOCATION(S):
THE BULK OF THE DELIVERIES UNDER THIS CONTRACT
WILL BE TO THE AGENCY LOCATIONS AS NOTED.

HOWEVER, THE VENDOR MUST INCLUDE DELIVERY TO ANY
LOCATION WITHIN THE CITY OF NEW YORK OR OUTSIDE
OF THE CITY LIMITS AS SHALL BE INDICATED ON
INDIVIDUAL PURCHASE ORDERS AND/OR SHIPPING
INSTRUCTIONS.

AT THE TIME OF CONTRACT START, THE VENDOR MUST
HAVE A PHYSICAL STOREFRONT LOCATION WITHIN NYC
CITY LIMITS THAT IS OPEN NORMAL BUSINESS HOURS
FOR ITEM PICK UP AND MEASUREMENTS OF CITY
PERSONNEL.

THIS VENDOR STOREFRONT LOCATION MUST BE IN THE
VENDOR'S NAME AND REMAIN IN OPERATION FOR AS LONG
AS THE CONTRACT IS IN EFFECT.

DELIVERY SHALL BE MADE IN ACCORDANCE WITH
INSTRUCTIONS ON THE PURCHASE ORDER FROM EACH
AGENCY. IF THERE IS A DISCREPANCY ON THE PURCHASE
ORDER, IT IS THE OBLIGATION OF THE VENDOR TO SEEK
CLARIFICATION FROM THE ORDERING AGENCY.

MEASUREMENTS TIME FRAME:
VENDOR SHALL MAKE ARRANGEMENTS WITHIN TEN (10)
CALENDAR DAYS AFTER RECEIPT OF THE PURCHASE ORDER
TO MEASURE CITY EMPLOYEES AS NECESSARY TO ENSURE
PROPER FIT OF ORDERED ITEMS.

REQUIRED MEASUREMENTS OF CITY PERSONNEL PER EACH
PURCHASE ORDER WILL BE AT THE VENDOR'S STOREFRONT
LOCATION DURING NORMAL BUSINESS HOURS.

THE RESPONSIBILITY FOR PROPER FIT SHALL REST
WITH THE VENDOR AND ANY ITEMS IMPROPERLY SIZED
WILL BE RETURNED TO THE VENDOR WITH NO CHARGE TO
THE CITY OF NEW YORK. VENDOR SHALL HAVE
REPRESENTATIVE(S) AVAILABLE FOR FITTING DURING
CONTRACT PERIOD. FOR ITEMS REQUIRING MEASUREMENT,
VENDOR SHALL ARRANGE WITH AGENCY REPRESENTATIVES
FOR TIMES & LOCATION DURING REGULAR BUSINESS
HOURS.

IT IS THE INTENT OF THIS CONTRACT TO PROVIDE
UNIFORMS SIZED AND TAILORED FOR BOTH MALE AND
FEMALE EMPLOYEES. THE VENDOR MUST WARRANT THAT
ALL ITEMS ARE AVAILABLE IN BOTH MEN'S AND WOMEN'S
SIZES AND STYLINGS.

DELIVERY TO BE MADE WITHIN THIRTY (30) CALENDAR DAYS OF MEASUREMENTS. FOR ITEMS THAT DO NOT REQUIRE MEASUREMENTS, DELIVERY TO BE WITHIN THIRTY (30) CALENDAR DAYS OF PURCHASE ORDER DATE.

IF PICKUP AT THE VENDOR'S STOREFRONT LOCATION IS INSTEAD REQUESTED BY THE ORDERING CITY AGENCY, VENDOR MUST COORDINATE PICKUP WITH THE AGENCY DURING NORMAL BUSINESS HOURS.

DELIVERY TIME

UNLESS OTHERWISE STIPULATED IN THIS CONTRACT, DELIVERY SHALL BE MADE BETWEEN 9 A.M. AND 4 P.M., MONDAY TO FRIDAY INCLUSIVE, EXCEPT AS MAY BE OTHERWISE REQUIRED BY THE CITY. THE CITY RESERVES THE RIGHT TO REQUIRE DELIVERY AT TIMES OTHER THAN BETWEEN 9 A.M. AND 4 P.M. ON GOODS REQUIRED FOR DAILY CONSUMPTION, OR WHERE THE DELIVERY IS AN EMERGENCY, A REPLACEMENT, OR IS OVERDUE, THE CONVENIENCE OF THE AGENCY AND THE CITY'S INSPECTOR SHALL GOVERN. IF, IN CALCULATING THE NUMBER OF DAYS FROM THE ORDER DATE, THE DELIVERY DATE FALLS ON A SATURDAY, SUNDAY OR HOLIDAY, DELIVERY SHALL BE MADE NOT LATER THAN THE NEXT SUCCEEDING BUSINESS DAY.

PARTIAL DELIVERIES:

PARTIAL DELIVERIES WILL NOT BE ACCEPTED WITHOUT PRIOR AUTHORIZATION FROM THE CITY AGENCY MAKING THE ORDER. IF PARTIAL DELIVERIES WITHOUT AUTHORIZATION ARE ATTEMPTED BY THE VENDOR'S DELIVERY PERSONNEL, THEY WILL BE REJECTED. IF PARTIAL DELIVERIES ARE BY COMMON CARRIER, NO PARTIAL PAYMENT WILL BE MADE TO THE VENDOR.

DELIVERY EXPEDITING/EMERGENCY ORDERS:

IF SPECIFICALLY REQUESTED BY THE AGENCY, THE VENDOR MUST BE ABLE TO EXPEDITE/OVERNIGHT AN ORDER. IN THESE CASES, THE SHIPPING PROVIDER UTILIZED FOR THESE ORDERS IS AT THE DISCRETION OF THE VENDOR.

THE ORDERING AGENCY SHALL PAY THE ADDITIONAL SHIPPING COSTS INCURRED FOR EXPEDITED SHIPPING IN THESE CASES. HOWEVER, THESE COSTS MUST BE FAIR, REASONABLE, AND JUSTIFIED BY THE VENDOR.

VENDOR JUSTIFICATION INCLUDES, BUT IS NOT LIMITED TO, RECEIPTS AND QUOTATIONS FROM THE UTILIZED EXPEDITING SHIPPING PROVIDER. THESE DOCUMENTS MUST BE FORWARDED TO THE ORDERING AGENCY, AND ATTACHED TO ALL ASSOCIATED INVOICES.

THE VENDOR IS TO PASS ALONG ANY VOLUME FREIGHT DISCOUNTS TO THE CITY. VENDOR MUST MAKE EVERY EFFORT TO MINIMIZE FREIGHT CHARGES.

THE CITY WILL NOT ASSUME ADDITIONAL FREIGHT CHARGES WITHOUT VERIFIED DOCUMENTATION FROM THE VENDOR.

PACKING/PACKAGING:

ALL ITEMS SHALL BE PACKAGED IN STANDARD UNIFORM, COMMERCIAL PACKAGING, UNLESS OTHERWISE SPECIFIED ON PURCHASE ORDERS. EACH PACKAGE SHALL BE LABELLED WITH QUANTITY/CONTENTS, UNIT, CITY PERSONNEL'S NAME/LOCATION/AGENCY, DESCRIPTION, VENDOR'S NAME, PURCHASE ORDER AND CONTRACT NUMBERS.

A PACKING LIST DETAILING ALL CONTENTS OF THE DELIVERY MUST BE INCLUDED WITH ALL DELIVERIES AND ACCESSIBLE ON THE EXTERIOR OF THE PACKAGING. MULTIPLE ITEMS WRAPPED TOGETHER MUST BE CLEARLY INDICATED ON THE OUTER WRAPPING.

FOR THE DEPARTMENT OF BUILDINGS ("DOB"):

POSSIBLE LOCATIONS FOR DOB DELIVERIES ARE AS FOLLOWS:

NYC DOB, 280 BROADWAY, 5TH FLOOR,
NEW YORK, NY 10007

NYC DOB, 345 ADAMS STREET, 3RD FLOOR,
BROOKLYN, NY 11201

NYC DOB, 1775 GRAND CONCOURSE, 5TH FLOOR,
BRONX, NY 10453

NYC DOB, 10 RICHMOND TERRACE, BOROUGH HALL,
STATEN ISLAND, NY 10301

NYC DOB, 120-55 QUEENS BOULEVARD,
KEW GARDENS, NY 11424

BLANKET ORDERS:

THIS CONTRACT WILL BE SUBJECT TO THE ISSUANCE OF PURCHASE ORDERS AND/OR BLANKET ORDERS. BLANKET ORDERS WILL INDICATE THE MAXIMUM AMOUNT OF MONEY THE CITY HAS SET ASIDE FOR THE PURCHASE OF PRODUCTS.

SHIPPING INSTRUCTIONS OR STANDARD RELEASES WILL SUBSEQUENTLY BE ISSUED INDICATING THE QUANTITIES AND DELIVERY LOCATIONS.

IT SHALL BE INCUMBENT UPON THE CONTRACTOR NOT TO EXCEED THE AMOUNT OF MONEY AUTHORIZED BY THE BLANKET ORDER.

IF SHIPPING INSTRUCTIONS ARE ISSUED AFTER BLANKET ORDER IS DEPLETED, VENDOR MUST NOTIFY AGENCY AND WITHHOLD SHIPPING PRODUCT UNTIL A NEW ORDER IS ISSUED.

INVOICE:

AN INVOICE IS TO BE SENT TO THE ADDRESS INDICATED ON THE PURCHASE ORDER. PO NUMBERS MUST APPEAR ON ALL INVOICES AND SHIPPING LABELS. INVOICES ARE TO BE SENT PER INSTRUCTIONS ON PO, UNLESS OTHERWISE NOTED BY THE CITY AGENCY.

INVOICE(S) MAY BE SENT UPON SHIPPING OF THE PRODUCTS BY THE VENDOR. THE CITY SHALL REMIT PAYMENT FOR GOODS IN ACCORDANCE WITH THE PROMPT PAYMENT PROVISIONS OF THE PROCUREMENT POLICY BOARD RULE, SECTION 4-06.

BE ADVISED:

FOR ACCOUNTING PURPOSES, THE CITY'S FISCAL YEAR CLOSES ON JUNE 30TH OF EACH YEAR. ORDERS PLACED WITHIN THE CURRENT FISCAL YEAR MUST BE DELIVERED ON OR BEFORE JUNE 30TH OF THE SAID YEAR.

IF DELIVERY TIME FRAME DOES NOT ALLOW FOR DELIVERY TO BE COMPLETED ON OR BEFORE JUNE 30TH, THE CONTRACTOR SHALL, WITHIN THREE (3) BUSINESS DAYS OF THE RECEIPT OF PURCHASE ORDER, NOTIFY THE PROCURING AGENCY AND THE OFFICE OF CITYWIDE PROCUREMENT OF SUCH.

QUALIFICATION REQUIREMENTS:

BIDDERS FOR THIS CONTRACT SHOULD BE IN BUSINESS FOR A MINIMUM OF THREE (3) YEARS, PRIOR TO BID OPENING DATE, AS A PRIME OR SUBCONTRACTOR, ACTIVELY SELLING SIMILAR CUSTOM UNIFORM ITEMS & ACCESSORIES TO OTHER SIMILAR LARGE GOVERNMENT ENTITIES. THE BIDDER SHOULD BE PREPARED TO SUBMIT CONTACT NAMES AND INFORMATION FOR A MINIMUM OF THREE (3) CITY, STATE, COUNTY, OR OTHER SIMILAR GOVERNMENT ORGANIZATIONS CONFIRMING SUCCESSFUL PARTICIPATION.

FOR EACH REFERENCE SUBMITTED TO MEET THE EXPERIENCE REQUIREMENTS SET FORTH ABOVE, THE BIDDER MUST PROVIDE THE FOLLOWING INFORMATION:

- (A) NAME OF GOVERNMENT ENTITY
- (B) NAME AND LOCATION OF PROJECT
- (C) NAME, TITLE AND TELEPHONE NUMBER OF THE GOVERNMENT REPRESENTATIVE WHO IS FAMILIAR WITH THE BIDDER'S WORK ON THE PROJECT.
- (D) BRIEF DESCRIPTION OF THE WORK COMPLETED
- (E) INDICATE WHETHER THE WORK WAS PERFORMED AS A PRIME CONTRACTOR OR A SUBCONTRACTOR. IF A SUBCONTRACTOR, PROVIDE NAME AND CONTACT OF THE PRIME CONTRACTOR.
- (F) AMOUNT OF THE CONTRACT OR SUB-CONTRACT
- (G) PERIOD OF PERFORMANCE

IN THE EVENT THE BIDDER IS A JOINT VENTURE, AT LEAST ONE FIRM IN THE JOINT VENTURE MUST MEET THE ABOVE DESCRIBED EXPERIENCE REQUIREMENTS.

FAILURE TO COMPLETE AND SUBMIT THE REQUIRED NUMBER OF REFERENCES SEVEN (7) CALENDAR DAYS UPON REQUEST, MAY RENDER A BID NON-RESPONSIVE.

AT THE TIME OF CONTRACT START, THE VENDOR MUST HAVE A PHYSICAL STOREFRONT LOCATION WITHIN NYC CITY LIMITS THAT IS OPEN NORMAL BUSINESS HOURS FOR ITEM PICK UP AND MEASUREMENTS OF CITY PERSONNEL. THIS LOCATION MUST BE IN THE VENDOR'S NAME AND REMAIN IN OPERATION FOR AS LONG AS THE CONTRACT IS IN EFFECT. IF VENDOR DOES NOT ALREADY HAVE AN EXISTING LOCATION, THEIR BID SUBMISSION MUST INCLUDE DETAILS WITH THEIR PLAN TO ESTABLISH A LOCATION WITHIN NYC. THIS PLAN MUST INCLUDE THE FOLLOWING DETAILS: POSSIBLE LOCATION/SITE, AVAILABILITY OF PARKING AND/OR PUBLIC TRANSIT, BIDDER'S PREVIOUS STOREFRONT EXPERIENCE.

"OR APPROVED EQUAL" BID ITEMS:
BIDDERS SUBMITTING "OR EQUAL" BID ITEMS WILL BE EXPECTED TO SUBMIT DESCRIPTIVE LITERATURE AND/OR PHYSICAL FINAL SAMPLES UPON REQUEST BY THE CITY, FOR EVALUATION. LITERATURE INCLUDES, BUT IS NOT LIMITED TO, DESCRIPTIONS, SPECIFICATIONS, PICTURES, DRAWINGS, AND/OR SAMPLES. IN ADDITION, BIDDER SHALL SUPPLY A DOCUMENT THAT DEMONSTRATES HOW THE "OR EQUAL" ITEM IS EQUIVALENT TO THE BID STANDARD ITEM.

DEADLINES FOR SUBMISSION OF SAMPLE/DOCUMENTATION PER THE CITY'S REQUEST TO THE BIDDER SHALL BE DETAILED IN THE REQUEST. THE CITY RESERVES THE RIGHT TO DISQUALIFY A BIDDER FOR FAILURE TO MEET THESE DEADLINES.

FINAL DETERMINATION OF EQUIVALENCY OF BIDDER'S "EQUAL" ITEMS SHALL LIE SOLELY WITH DCAS AND THE SPONSORING CITY AGENCY.

THE CITY RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION NECESSARY TO DETERMINE THE BIDDER'S ABILITY TO PERFORM THE WORK AND SUPPLY THE PRODUCTS IN ACCORDANCE WITH THE CONTRACT. THE CITY ALSO RESERVES THE RIGHT TO CONDUCT A SITE VISIT TO ENSURE THAT BIDDERS HAVE THE PRODUCTION AND DISTRIBUTION CAPABILITIES AND CAPACITY TO DELIVER THE PRODUCTS UNDER THIS CONTRACT. IF REQUESTED, THE INFORMATION MUST BE SUBMITTED FIVE (5) CALENDAR DAYS AFTER THE REQUEST. SITE VISITS WILL BE SCHEDULED AS NECESSARY AND MAY BE MANDATORY.

MANUFACTURER'S CERTIFICATE:
THE MANUFACTURER'S CERTIFICATE (CF-07-REV 12/10) SUBMITTED BY THE BIDDER WILL CONSTITUTE PROOF OF AN AGREEMENT WITH THE MANUFACTURER WHOSE PRODUCT THE BIDDER OFFERS THAT SAID BIDDER IS AN AUTHORIZED DISTRIBUTOR OR RESELLER OF ITS PRODUCTS.

BIDS WILL BE ACCEPTED FROM MANUFACTURERS, THEIR AUTHORIZED REPRESENTATIVES, AND AUTHORIZED DISTRIBUTORS/RESELLERS. DETERMINATION OF WHICH MANUFACTURER CERTIFICATES WILL BE REQUIRED TO BE SUBMITTED BY A BIDDER WILL BE BASED ON THE CITY'S EVALUATION OF THE BIDDER'S SUBMISSION, TO DETERMINE A BIDDER'S QUALIFICATIONS.

THE ENCLOSED CF-07-REV 12/10 WILL BE REQUIRED TO BE COMPLETED AND SIGNED BY MANUFACTURER(S) SPECIFIED IN THE BID AND SUBMITTED PRIOR TO THE MAKING OF AN AWARD; HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT AS MANY COMPLETED AND SIGNED MANUFACTURERS' CERTIFICATES WITH THEIR BID SUBMISSION AS POSSIBLE BY THE BID DEADLINE.

THE CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL CERTIFICATES AS REQUIRED BY THE CITY TO DETERMINE THE BIDDER'S QUALIFICATION.

INSURANCE REQUIREMENT:

THE CONTRACTOR SHALL KEEP IN EFFECT THROUGHOUT THE TERMS OF THE AGREEMENT THE TYPES AND AMOUNTS OF INSURANCE AS STATED IN THE INSURANCE RIDER FOR AGREEMENTS USING THE CITYWIDE PURCHASE CONTRACT ATTACHED. THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES SHALL BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY. A COPY OF SUCH POLICY SHALL BE FURNISHED TO THE CITY PRIOR TO THE COMMENCEMENT OF SERVICES HEREIN.

CONTRACT PRICE - PRICE MODIFICATIONS:

THE FIRST REQUEST FOR PRICE MODIFICATION MAY BE MADE BY THE VENDOR TWELVE (12) MONTHS FROM THE DATE OF BID OPENING. THEREAFTER, REQUESTS FROM THE VENDOR WILL BE CONSIDERED BY THE CITY TWELVE (12) MONTHS FROM THE PREVIOUS REQUEST, FOR THE REMAINDER OF THE CONTRACT PERIOD.

PRICE DECREASES MUST BE OFFERED BY THE VENDOR AS SOON AS THEY BECOME AVAILABLE ON THE MOST RECENT PUBLISHED US BUREAU OF LABOR STATISTICS PRODUCER PRICE INDEX ("BLS PPI" OR "PPI") OR OTHER INDUSTRY DOCUMENTATION. THE CITY RESERVES THE RIGHT TO IMPLEMENT A PRICE DECREASE UPON NOTIFICATION TO THE VENDOR, IF DOCUMENTATION IS SUBSTANTIATED.

ALL PRICE MODIFICATION REQUESTS MUST INCLUDE DOCUMENTED PROOF TO SUBSTANTIATE THE CHANGE IN PRICE. DOCUMENTATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

1. MANUFACTURER'S NOTICE OF PRICE INCREASE;
2. DOCUMENTATION OF PREVIOUS YEAR'S PRICES;
3. PROOF THAT THE NEW PRICE LIST IS THE MOST CURRENT INDUSTRY-WIDE USED LIST;
4. BLS PPI CALCULATIONS & DOCUMENTS;
5. US CUSTOMS NOTICES;
6. MATERIAL COST CHANGE DOCUMENTS

BLS PPI CALCULATIONS FOR THIS CONTRACT WILL BE MADE UTILIZING THE BLS PPI STATED BELOW. THE CALCULATION WILL BE BASED ON THE PERCENT CHANGE FROM THE BASE DATE TO THE MOST RECENT DATE.

THE BASE DATE WILL BE THE MONTH OF THE BID OPENING. ONLY THE MOST RECENT ACTUAL DATA WILL BE USED, NOT PRELIMINARY. ALL INDEXES ARE SUBJECT TO REVISIONS FOUR (4) MONTHS AFTER ORIGINAL PUBLICATION.

IN THE EVENT THAT IT TAKES LONGER THAN SIX (6) MONTHS FROM BID OPENING TO CONTRACT REGISTRATION, A PRICE ADJUSTMENT REQUEST MAY BE CONSIDERED AT THE DISCRETION OF THE CITY.

BLS PPI CALCULATION:

ADJUSTED PRICE =
 BID PRICE + {MATERIAL COST X (B-A)/A}
WHERE: MATERIAL COST IS THE PORTION OF THE BID
 PRICE SUBJECT TO A PRICE INCREASE;
 A = PPI FOR THE BASE MONTH;
 B = MOST RECENT ACTUAL PPI

BLS PPI CALCULATION EXAMPLE:

BID PRICE: \$112 BASE PPI: 134.3
MATERIAL COST: \$100 CURRENT PPI: 137.1

ADJUSTED PRICE =
 \$112+{\$100X(137.1-134.3)/134.3} = \$114.08

BLS PPI PRICE ADJUSTMENT CALCULATIONS ON THIS CONTRACT WILL BE BASED ON THE FOLLOWING PPI'S:

PCU31599-31599- : ACCESSORIES AND OTHER APPAREL
 MANUFACTURING
PCU3159903159904 : ACCESSORIES AND OTHER APPAREL
 MANUFACTURING-HATS, CAPS, AND MILLINERY
 PRODUCTS

WHEN THE PPI CONFLICTS WITH MANUFACTURER'S MATERIAL COST (AS REFLECTED IN MANUFACTURER NOTICES), THE CITY MAY, AT ITS DISCRETION, ADJUST PRICES TO REFLECT MANUFACTURER INFORMATION.

VENDORS REQUESTING A PRICE ADJUSTMENT MUST HAVE INPUTTED THEIR MATERIAL COSTS AS PART OF THEIR BIDS. FAILURE TO INCLUDE MATERIAL COSTS MAY PRECLUDE ANY FUTURE PRICE ADJUSTMENTS. MATERIAL COSTS MAY NOT EXCEED UNIT PRICES. THE CITY MAY REQUEST THE VENDOR JUSTIFY THEIR MATERIAL COSTS.

THE BASE PPI WILL BE ADJUSTED AS REQUIRED BASED ON THE METHOD USED FOR APPROVED PRICE ADJUSTMENTS AT THE DISCRETION OF THE CITY.

PRICE ADJUSTMENT REQUESTS MUST BE SUBMITTED TO DCAS IN WRITING AT LEAST THIRTY (30) DAYS BEFORE THE PROPOSED IMPLEMENTATION DATE. VENDOR MUST CONFIRM RECEIPT OF THE REQUEST. IF APPROVED, A CONTRACT MODIFICATION WILL BE ISSUED DETAILING THE PRICE ADJUSTMENT.

APPROVED PRICE ADJUSTMENTS WILL AFFECT FUTURE ORDERS ONLY. ALL PURCHASE ORDERS THAT HAVE ALREADY BEEN GENERATED WILL REFLECT THE CURRENT PRICE, UNLESS OTHERWISE DETERMINED AT THE DISCRETION OF THE CITY. THIS CONTRACT MAY BE TERMINATED BY THE CITY IN THE EVENT THAT PRICE ADJUSTMENTS DO NOT REFLECT INDUSTRY DOCUMENTATION.

IF SPECIAL CONDITIONS EXIST THAT DEEM ADDITIONAL PRICE ADJUSTMENTS TO BE NECESSARY, THE CITY RESERVES THE RIGHT TO MAKE THIS DETERMINATION AND WILL REQUIRE THE VENDOR TO SUBMIT ADDITIONAL JUSTIFYING DOCUMENTATION.

PRICE ADJUSTMENT IS NOT AUTOMATIC. IT IS THE VENDOR'S RESPONSIBILITY TO INITIATE THE REQUEST. REQUESTS MUST BE SENT TO THE DCAS OCP ASSISTANT COMMISSIONER OF CITYWIDE PROCUREMENT IN WRITING AND INCLUDE JUSTIFICATION DOCUMENTS, AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR.

NO PRICE CHANGE WILL BECOME EFFECTIVE UNLESS APPROVED BY THE ASSISTANCE COMMISSIONER OF CITYWIDE PROCUREMENT, OR HIS/HER DESIGNEE.

REQUESTS MUST BE SENT TO THE CITY'S IN WRITING AT THE FOLLOWING ADDRESS:

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
OFFICE OF CITYWIDE PROCUREMENT
1 CENTRE STREET, 18TH FLOOR
NEW YORK, NY 10007
ATT: ASSISTANT COMMISSIONER OF CITYWIDE
PROCUREMENT (RE: BID#)

ELECTRONIC REQUESTS MAY ALSO BE CONSIDERED.

DISCONTINUED/REPLACEMENT ITEMS:

IF AN ITEM IS SCHEDULED TO BE DISCONTINUED OR REPLACED BY THE MANUFACTURER DURING THE LIFE OF THE CONTRACT, THE VENDOR MUST GIVE THE CITY AS MUCH ADVANCED NOTICE AS POSSIBLE TO ALLOW FOR ADDITIONAL ORDERS. AT THE DISCRETION OF THE CITY, A COMPARABLE OR SUPERIOR REPLACEMENT MAY BE ALLOWED. THE VENDOR MAY MAKE THIS REQUEST AND SUBMIT DOCUMENTS, SPECIFICATIONS, AND SAMPLES FOR EVALUATION. THE REPLACEMENT ITEM MUST HAVE AN EQUAL OR LOWER PRICE. ANY AND ALL DIFFERENCES MUST BE COMPLETELY SPECIFIED PRIOR TO THE DETERMINATION OF THE REPLACEMENT BEING ACCEPTED. REPLACEMENTS MAY NOT BE ORDERED UNTIL A CONTRACT MODIFICATION NOTICE IS RELEASED BY THE CITY.

SUBSTITUTION:

DURING THE PERIOD OF THE CONTRACT, NO NEW EQUIVALENT PRODUCT MAY BE SUBSTITUTED UNLESS APPROVED BY THE ORDERING AGENCY AND THE OFFICE OF CITYWIDE PROCUREMENT, DCAS, IN WRITING, AND BE SUBMITTED FOR INSPECTION AND APPROVAL.

SAMPLES:

THE CITY RESERVES THE RIGHT TO REQUEST SAMPLES OF ANY ITEMS OFFERED IN RESPONSE TO THIS BID SOLICITATION FOR EVALUATION AND TESTING. IF REQUESTED, SUCH SAMPLES SHALL BE FURNISHED WITHIN TEN (10) WORKING DAYS, OR AS STATED IN THE REQUEST. SAMPLES MUST BE SECURELY TAGGED OR LABELLED WITH: BIDDER NAME, MANUFACTURER, MODEL NUMBER, AND BID AND ITEM NUMBER.

SAMPLES SUBMITTED MUST BE THE EXACT ITEM OFFERED AND MUST BE AN EXACT REPRESENTATION OF HOW THE PRODUCT WILL BE DELIVERED TO CITY AGENCIES WITH RESPECT TO QUALITY, PACKAGING AND NUMBER OF UNITS PER CASE.

USAGE REPORTS:

A USAGE REPORT SHOWING AGENCY, ITEM DESCRIPTION, UNIT OF ISSUE, QUANTITY ORDERED AND DOLLAR VALUE OF ALL ITEMS ORDERED IS REQUIRED ON A QUARTERLY BASIS, IF REQUESTED BY THE CITY.

THE FIRST REPORT SHOULD BE DATED THREE (3) MONTHS AFTER THE CONTRACT START DATE, SUBSEQUENT REPORTS ARE DATED EVERY THREE (3) MONTHS THEREAFTER. REPORTS SHOULD COVER THE CURRENT PERIOD AS WELL AS TOTAL CONTRACT PERIOD TO DATE. THE REPORT MAY BE SUBMITTED IN HARD COPY, ON DIGITAL MEDIA, OR VIA E-MAIL TO THE DCAS OCP PROCUREMENT ANALYST ASSIGNED TO THE CONTRACT.

THE REPORT SHALL BE FORMATTED TO INCLUDE: THE CONTRACT NAME, RC NUMBER AND TERM OF THE CONTRACT AT THE TOP. THE REPORT SHALL INDICATE THE PERIOD OF TIME COVERED BY THE REPORT. THE REPORT IS TO BE ORGANIZED TO SHOW AGENCY, ITEM ORDERED, UNIT OF ISSUE, QUANTITY ORDERED AND DOLLAR VALUE.

THE USAGE REPORT SHALL BE SENT TO THE ATTENTION OF THE DCAS OCP PROCUREMENT ANALYST ASSIGNED TO THIS CONTRACT, AT THE FOLLOWING ADDRESS:

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
OFFICE OF CITYWIDE PROCUREMENT
1 CENTRE STREET, 18TH FLOOR
NEW YORK, NY 10007

THIS CONTRACT IS SUBJECT TO ONE OR MORE OF THE FOLLOWING LOCAL LAWS AND ANY RULES ENACTED PURSUANT TO SUCH LOCAL LAWS: LOCAL LAW NUMBER 118 OF 2005, LOCAL LAW NUMBER 119 OF 2005, LOCAL LAW NUMBER 120 OF 2005, LOCAL LAW 108 OF 2021, & LOCAL LAW NUMBER 121 OF 2005, IF APPLICABLE.

THE VENDOR WILL BE REQUIRED TO PROVIDE A REPORT, FOR ANY PERIOD REQUESTED BY AN AGENCY, ON PRODUCTS SPECIFIED BY OR FOR THE CITY THAT APPEAR IN THE NEW YORK CITY EPP MINIMUM STANDARDS FOR GOODS. THE REPORT MUST CONTAIN THE FOLLOWING INFORMATION: AGENCY, ITEM DESCRIPTION, QUANTITY ORDERED AND DOLLAR VALUE OF ALL ITEMS ORDERED OVER THE PERIOD REQUESTED, IF APPLICABLE.

COPYRIGHTS

ANY REPORTS, DOCUMENTS, DATA, PHOTOGRAPHS, DELIVERABLES, AND/OR OTHER MATERIALS PRODUCED PURSUANT TO THIS CONTRACT, AND ANY AND ALL DRAFTS AND/OR OTHER PRELIMINARY MATERIALS IN ANY FORMAT RELATED TO SUCH ITEMS PRODUCED PURSUANT TO THIS CONTRACT, SHALL UPON THEIR CREATION BECOME THE EXCLUSIVE PROPERTY OF THE CITY.

ANY REPORTS, DOCUMENTS, DATA, PHOTOGRAPHS, DELIVERABLES, AND/OR OTHER MATERIALS PROVIDED PURSUANT TO THIS CONTRACT ("COPYRIGHTABLE MATERIALS") SHALL BE CONSIDERED "WORK-MADE-FOR-HIRE" WITHIN THE MEANING AND PURVIEW OF THE UNITED STATES COPYRIGHT ACT, 17 U.S.C. § 101, AND

THE CITY SHALL BE THE COPYRIGHT OWNER THEREOF AND OF ALL ASPECTS, ELEMENTS AND COMPONENTS THEREOF IN WHICH COPYRIGHT PROTECTION MIGHT EXIST. TO THE EXTENT THAT THE COPYRIGHTABLE MATERIALS DO NOT QUALIFY AS "WORK-MADE-FOR-HIRE," THE CONTRACTOR HEREBY IRREVOCABLY TRANSFERS, ASSIGNS AND CONVEYS EXCLUSIVE COPYRIGHT OWNERSHIP IN AND TO THE COPYRIGHTABLE MATERIALS TO THE CITY, FREE AND CLEAR OF ANY LIENS, CLAIMS, OR OTHER ENCUMBRANCES. THE CONTRACTOR SHALL RETAIN NO COPYRIGHT OR INTELLECTUAL PROPERTY INTEREST IN THE COPYRIGHTABLE MATERIALS. THE COPYRIGHTABLE MATERIALS SHALL BE USED BY THE CONTRACTOR FOR NO PURPOSE OTHER THAN IN THE PERFORMANCE OF THIS CONTRACT WITHOUT THE PRIOR WRITTEN PERMISSION OF

THE CITY. THE DEPARTMENT MAY GRANT THE CONTRACTOR A LICENSE TO USE THE COPYRIGHTABLE MATERIALS ON SUCH TERMS AS DETERMINED BY THE DEPARTMENT AND SET FORTH IN THE LICENSE.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY MAY, IN ITS SOLE DISCRETION, REGISTER COPYRIGHT IN THE COPYRIGHTABLE MATERIALS WITH THE UNITED STATES COPYRIGHT OFFICE OR ANY OTHER GOVERNMENT AGENCY AUTHORIZED TO GRANT COPYRIGHT REGISTRATIONS. THE CONTRACTOR SHALL FULLY COOPERATE IN THIS EFFORT, AND AGREES TO PROVIDE ANY AND ALL DOCUMENTATION NECESSARY TO ACCOMPLISH THIS.

THE CONTRACTOR REPRESENTS AND WARRANTS THAT THE COPYRIGHTABLE MATERIALS: (I) ARE WHOLLY ORIGINAL MATERIAL NOT PUBLISHED ELSEWHERE (EXCEPT FOR MATERIAL THAT IS IN THE PUBLIC DOMAIN); (II) DO NOT VIOLATE ANY COPYRIGHT LAW; (III) DO NOT CONSTITUTE DEFAMATION OR INVASION OF THE RIGHT OF PRIVACY OR PUBLICITY; AND (IV) ARE NOT AN INFRINGEMENT, OF ANY KIND, OF THE RIGHTS OF ANY THIRD PARTY. TO THE EXTENT THAT THE COPYRIGHTABLE MATERIALS INCORPORATE ANY NON-ORIGINAL MATERIAL, THE CONTRACTOR HAS OBTAINED ALL NECESSARY PERMISSIONS AND CLEARANCES, IN WRITING, FOR THE USE OF SUCH NON-ORIGINAL MATERIAL UNDER THIS CONTRACT, COPIES OF WHICH SHALL BE PROVIDED TO THE CITY UPON EXECUTION OF THIS CONTRACT.

IF THE SERVICES UNDER THIS CONTRACT ARE SUPPORTED BY A FEDERAL GRANT OF FUNDS, THE FEDERAL AND STATE GOVERNMENT RESERVES A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE AND TO AUTHORIZE OTHERS TO USE, FOR FEDERAL OR STATE GOVERNMENT PURPOSES, THE COPYRIGHT IN ANY COPYRIGHTABLE MATERIALS DEVELOPED UNDER THIS CONTRACT.

IF THE CONTRACTOR PUBLISHES A WORK DEALING WITH ANY ASPECT OF PERFORMANCE UNDER THIS CONTRACT, OR WITH THE RESULTS OF SUCH PERFORMANCE, THE CITY SHALL HAVE A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE SUCH WORK FOR CITY GOVERNMENTAL PURPOSES.

PATENTS AND INVENTIONS

THE CONTRACTOR SHALL PROMPTLY AND FULLY REPORT TO THE DEPARTMENT ANY DISCOVERY OR INVENTION ARISING OUT OF OR DEVELOPED IN THE COURSE OF PERFORMANCE OF THIS CONTRACT. IF THE SERVICES UNDER THIS CONTRACT ARE SUPPORTED BY A FEDERAL GRANT OF FUNDS, THE CONTRACTOR SHALL PROMPTLY AND FULLY REPORT TO THE FEDERAL GOVERNMENT FOR THE FEDERAL GOVERNMENT TO MAKE A DETERMINATION AS TO WHETHER PATENT PROTECTION ON SUCH INVENTION SHALL BE SOUGHT AND HOW THE RIGHTS IN THE INVENTION OR DISCOVERY, INCLUDING RIGHTS UNDER ANY PATENT ISSUED THEREON, SHALL BE DISPOSED OF AND ADMINISTERED IN ORDER TO PROTECT THE PUBLIC INTEREST.

PRE-EXISTING RIGHTS

IN NO CASE SHALL THE "COPYRIGHTS" AND "PATENTS AND INVENTIONS" SECTIONS APPLY TO, OR PREVENT THE CONTRACTOR FROM ASSERTING OR PROTECTING ITS RIGHTS IN ANY DISCOVERY, INVENTION, REPORT, DOCUMENT, DATA, PHOTOGRAPH, DELIVERABLE, OR OTHER MATERIAL IN CONNECTION WITH OR PRODUCED PURSUANT TO THIS CONTRACT THAT EXISTED PRIOR TO OR WAS DEVELOPED OR DISCOVERED INDEPENDENTLY FROM THE ACTIVITIES DIRECTLY RELATED TO THIS CONTRACT.

ANTITRUST

THE CONTRACTOR HEREBY ASSIGNS, SELLS, AND TRANSFERS TO THE CITY ALL RIGHT, TITLE AND INTEREST IN AND TO ANY CLAIMS AND CAUSES OF ACTION ARISING UNDER THE ANTITRUST LAWS OF THE STATE OR OF THE UNITED STATES RELATING TO THE PARTICULAR GOODS OR SERVICES PROCURED BY THE CITY UNDER THIS CONTRACT.

PROPRIETARY INFORMATION/TRADE SECRETS
THE BIDDER SHALL IDENTIFY THOSE PORTIONS OF THEIR
BID THAT THEY DEEM TO BE CONFIDENTIAL,
PROPRIETARY INFORMATION OR TRADE SECRETS, AND
PROVIDE JUSTIFICATION WHY SUCH MATERIALS SHALL
NOT BE DISCLOSED BY THE CITY. ALL MATERIALS THE
BIDDER DESIRES TO REMAIN CONFIDENTIAL SHALL BE
CLEARLY INDICATED BY MARKING THE PAGES ON WHICH
SUCH INFORMATION APPEARS, AT THE TOP AND BOTTOM
THEREOF WITH THE WORD "CONFIDENTIAL." SUCH
MATERIALS MARKED "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.

PASSPORT:

ALL VENDORS INTENDING TO DO BUSINESS WITH THE
CITY OF NEW YORK MUST COMPLETE AN ONLINE
PROCUREMENT AND SOURCING SOLUTIONS PORTAL
(PASSPORT) DISCLOSURE FILING (FORMERLY KNOWN AS
VENDEX) TO BE CONSIDERED FOR AN AWARD. PAPER
SUBMISSIONS, INCLUDING CERTIFICATIONS OF NO
CHANGE (CNC) TO EXISTING VENDEX SUBMISSIONS,
WILL NOT BE ACCEPTED IN LIEU OF COMPLETED ONLINE
FILING.

PLEASE VISIT WWW.NYC.GOV/PASSPORT
FOR MORE INFORMATION.

THE MAYORS OFFICE OF CONTRACT SERVICES ("MOCS")
MAY REQUEST THAT THE VENDOR START SUBMITTING
INVOICES RELATING TO THIS AGREEMENT THROUGH THE
CITY'S PASSPORT SYSTEM. UPON RECEIPT OF SUCH
REQUEST FROM THE CITY, THE VENDOR AGREES THAT IT
WOULD COMMENCE SUBMITTING INVOICES RELATING TO
THIS AGREEMENT THROUGH THE PASSPORT SYSTEM.
VENDOR TRAINING WILL BE MADE AVAILABLE TO PROCESS
INVOICES IN PASSPORT.

QUESTIONS:

ALL QUESTIONS CONCERNING THIS BID SHALL BE IN
WRITING AND SENT VIA EMAIL. QUESTIONS MUST BE
RECEIVED NO LATER THAN SEVEN (7) BUSINESS DAYS
PRIOR TO THE BID OPENING DATE. QUESTIONS RECEIVED
AFTER THIS DEADLINE MAY NOT BE ADDRESSED.

PLEASE ADDRESS ALL QUESTIONS TO:

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DESCRIPTION

QUANTITY UOI UNIT PRICE EXTENSION

CLASS/ZONE AWARD 1

ITEM NUMBER: 1.
DEPARTMENT OF BUILDINGS - UNIFORMS & ACCESSORIES
PRICE LIST/SHEET. LATEST AVAILABLE AT TIME OF BID
SUBMISSION.

1. LIST COMM. C200 16
\$ _____ \$ _____

PLEASE SEE THE FOLLOWING ATTACHED DOCUMENTS FOR
MORE DETAILS:

- "ATTACHMENT A - PRICE LIST/SHEET".
THIS ATTACHMENT MUST BE COMPLETED IN ITS
ENTIRETY AND INCLUDED WITH BID SUBMISSIONS.
BIDDERS ARE TO TAKE THEIR GRAND TOTAL FROM THIS
ATTACHMENT AND ENTER IT AS THEIR TOTAL IN
PASSPORT.
- "ATTACHMENT B - DOB UNIFORMS SPECIFICATIONS".
ALL ITEMS REQUIRED UNDER THIS CONTRACT MUST
MEET OR EXCEED THE REQUIREMENTS SET FORTH IN
THIS ATTACHMENT.

TOTAL CLASS OR ZONE AWARD (ITEMS 1.00 THRU 1.00) 1\$ _____

CASH DISCOUNTS

OFFERS OF CASH DISCOUNTS WILL NOT BE CONSIDERED
IN MAKING AN AWARD. PLEASE NOTE BELOW IF YOU
OFFER A CASH DISCOUNT AND, IF SO, THE DISCOUNT
TERMS.

DISCOUNT

YES NO TERMS % DAYS

Bid Number: 2500005 (Uniforms and Accessories (DOB))

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
OFFICE OF CITYWIDE PROCUREMENT

Manufacturer's Certificate

_____ certifies that:

We manufacture the commodities specified in the attached bid document. We
manufacture these commodities at the manufacturing plant(s) located at:

FURTHERMORE:

We authorize _____
Name and Address of Firm or Individual

as our distributor to furnish our products, as listed in the attached bid document.
We agree to supply said distributor/individual such quantities of our products as
may be required.

Date: _____

Manufacturer

Signature

Print Name

Title

Official Contact E-Mail or Phone

* **NOTE:** Although this Certificate is not required to be completed by bid submission, it is required prior to awarding of this Contract.

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
1.10	Jacket, Windbreaker. Dark Navy, Nylon, Lined. Customized with NYC Buildings reflective transfers (Logos, Letterings, Shields, Stripes).	Small to X-Large.	Amwear #F1088, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
1.20	Jacket, Windbreaker. Dark Navy, Nylon, Lined. Customized with NYC Buildings reflective transfers (Logos, Letterings, Shields, Stripes).	2X-Large.	Amwear #F1088, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
1.30	Jacket, Windbreaker. Dark Navy, Nylon, Lined. Customized with NYC Buildings reflective transfers (Logos, Letterings, Shields, Stripes).	3X-Large.	Amwear #F1088, or Approved Equal.	100	EACH		\$ -	\$ -	\$ -
1.40	Jacket, Windbreaker. Dark Navy, Nylon, Lined. Customized with NYC Buildings reflective transfers (Logos, Letterings, Shields, Stripes).	4X-Large.	Amwear #F1088, or Approved Equal.	50	EACH		\$ -	\$ -	\$ -
1.50	Jacket, Windbreaker. Dark Navy, Nylon, Lined. Customized with NYC Buildings reflective transfers (Logos, Letterings, Shields, Stripes).	5X-Large.	Amwear #F1088, or Approved Equal.	25	EACH		\$ -	\$ -	\$ -
2.10	Parka, 5-in-1. Multiple Colors (Dark Navy, Black), Nylon with Fleece. Customized with NYC Buildings Embroidered Emblems (Logos, Shields), Inside and Outside.	X-Small to X-Large, Regular/Tall.	5.11 Tactical # 48360, 5.11 Tactical # 48360T, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
2.20	Parka, 5-in-1. Multiple Colors (Dark Navy, Black), Nylon with Fleece. Customized with NYC Buildings Embroidered Emblems (Logos, Shields), Inside and Outside.	2X-Large, Regular/Tall.	5.11 Tactical # 48360, 5.11 Tactical # 48360T, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
2.30	Parka, 5-in-1. Multiple Colors (Dark Navy, Black), Nylon with Fleece. Customized with NYC Buildings Embroidered Emblems (Logos, Shields), Inside and Outside.	3X-Large, Regular/Tall.	5.11 Tactical # 48360, 5.11 Tactical # 48360T, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
2.40	Parka, 5-in-1. Multiple Colors (Dark Navy, Black), Nylon with Fleece. Customized with NYC Buildings Embroidered Emblems (Logos, Shields), Inside and Outside.	4X-Large, Regular/Tall.	5.11 Tactical # 48360, 5.11 Tactical # 48360T, or Approved Equal.	125	EACH		\$ -	\$ -	\$ -
3.00	Blouse (Jacket), Dress. Standard Uniform Blue, Blend, Custom Made, with Custom NYC Buildings Embroidered Shield Emblems, Buttons.	Custom, Made to Measure.	As Specified, or Approved Equal.	750	EACH		\$ -	\$ -	\$ -
4.10	Shirt, Tactical Job. Navy. Customized with NYC Buildings Embroidered Emblems and Reflective Lettering/Stripe/Logo.	X-Small to X-Large.	5.11 Tactical # 72321, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
4.20	Shirt, Tactical Job. Navy. Customized with NYC Buildings Embroidered Emblems and Reflective Lettering/Stripe/Logo.	2X-Large.	5.11 Tactical # 72321, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
4.30	Shirt, Tactical Job. Navy. Customized with NYC Buildings Embroidered Emblems and Reflective Lettering/Stripe/Logo.	3X-Large.	5.11 Tactical # 72321, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
4.40	Shirt, Tactical Job. Navy. Customized with NYC Buildings Embrodered Emblems and Reflective Lettering/Stripe/Logo.	4X-Large.	5.11 Tactical # 72321, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
5.10	Shirt, Polo, Short-Sleeve. Navy. Customized with NYC Buildings directly embroidered logo.	Small to X-Large.	Port Authority Stain Release Polo # K510, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
5.20	Shirt, Polo, Short-Sleeve. Navy. Customized with NYC Buildings directly embroidered logo.	2X-Large.	Port Authority Stain Release Polo # K510, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
5.30	Shirt, Polo, Short-Sleeve. Navy. Customized with NYC Buildings directly embroidered logo.	3X-Large.	Port Authority Stain Release Polo # K510, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
5.40	Shirt, Polo, Short-Sleeve. Navy. Customized with NYC Buildings directly embroidered logo.	4X-Large.	Port Authority Stain Release Polo # K510, or Approved Equal.	400	EACH		\$ -	\$ -	\$ -
5.50	Shirt, Polo, Short-Sleeve. Navy. Customized with NYC Buildings directly embroidered logo.	5X-Large.	Port Authority Stain Release Polo # K510, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
6.10	Shirt, Polo, Short-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	X-Small to 2X-Large.	Port Authority Silk Touch Polo # K500, or Approved Equal.	1400	EACH		\$ -	\$ -	\$ -
6.20	Shirt, Polo, Short-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	3X-Large.	Port Authority Silk Touch Polo # K500, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
6.30	Shirt, Polo, Short-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	4X-Large.	Port Authority Silk Touch Polo # K500, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
6.40	Shirt, Polo, Short-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	5X-Large.	Port Authority Silk Touch Polo # K500, or Approved Equal.	100	EACH		\$ -	\$ -	\$ -
6.50	Shirt, Polo, Short-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	6X-Large.	Port Authority Silk Touch Polo # K500, or Approved Equal.	50	EACH		\$ -	\$ -	\$ -
7.10	Shirt, Polo, Long-Sleeve - Inspectors / Supervisors / Chiefs. Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	X-Small to 2X-Large.	Port Authority Silk Touch Polo # K500LS, or Approved Equal.	1400	EACH		\$ -	\$ -	\$ -

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
7.20	Shirt, Polo, Long-Sleeve - Inspectors / Supervisors / Chiefs , Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	3X-Large.	Port Authority Silk Touch Polo # K500LS, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
7.30	Shirt, Polo, Long-Sleeve - Inspectors / Supervisors / Chiefs , Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	4X-Large.	Port Authority Silk Touch Polo # K500LS, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
7.40	Shirt, Polo, Long-Sleeve - Inspectors / Supervisors / Chiefs , Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	5X-Large.	Port Authority Silk Touch Polo # K500LS, or Approved Equal.	100	EACH		\$ -	\$ -	\$ -
7.50	Shirt, Polo, Long-Sleeve - Inspectors / Supervisors / Chiefs , Navy Blue (Inspectors), White (Supervisors, Chiefs). Fabric-Blend, Customized with NYC Buildings embroideries, emblems, silk-screens.	6X-Large.	Port Authority Silk Touch Polo # K500LS, or Approved Equal.	50	EACH		\$ -	\$ -	\$ -
8.10	Shirt, Dress, Long-Sleeve (Male or Female) , White, Fabric-Blend, Male and Female Styles.	14.5 to 16.5.	Neil Allyn Style # 2070-70, or Approved Equal.	400	EACH		\$ -	\$ -	\$ -
8.20	Shirt, Dress, Long-Sleeve (Male or Female) , White, Fabric-Blend, Male and Female Styles.	17 to 19.	Neil Allyn Style # 2070-70, or Approved Equal.	350	EACH		\$ -	\$ -	\$ -
8.30	Shirt, Dress, Long-Sleeve (Male or Female) , White, Fabric-Blend, Male and Female Styles.	19.5 to 22.5.	Neil Allyn Style # 2070-70, or Approved Equal.	100	EACH		\$ -	\$ -	\$ -
9.10	Shirt, Dress, Long-Sleeve - Inspectors / Supervisors / Chiefs , Light Blue (Inspectors, Supervisors), White (Chiefs). Fabric-Blend, Male and Female Styles. Customized with NYC Buildings embroidered emblems.	Custom, Made to Measure.	As Specified, or Approved Equal.	1600	EACH		\$ -	\$ -	\$ -
9.20	Shirt, Dress, Long-Sleeve - Inspectors / Supervisors / Chiefs , Light Blue (Inspectors, Supervisors), White (Chiefs). Fabric-Blend, Male and Female Styles. Customized with NYC Buildings embroidered emblems.	Custom, Made to Measure.	As Specified, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
10.10	Shirt, Dress, Short-Sleeve - Inspectors / Supervisors / Chiefs , Light Blue (Inspectors, Supervisors), White (Chiefs). Fabric-Blend, Male and Female Styles. Customized with NYC Buildings embroidered emblems.	Custom, Made to Measure.	As Specified, or Approved Equal.	1600	EACH		\$ -	\$ -	\$ -

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
10.20	Shirt, Dress, Short-Sleeve - Inspectors / Supervisors / Chiefs. Light Blue (Inspectors, Supervisors), White (Chiefs). Fabric-Blend, Male and Female Styles. Customized with NYC Buildings embroidered emblems.	Custom, Made to Measure.	As Specified, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
11.00	Trousers, Dress. Standard Uniform Blue, Fabric-Blend, Male and Female Styles, Custom.	Custom, Made to Measure.	As Specified, or Approved Equal.	700	EACH		\$ -	\$ -	\$ -
12.00	Skirt, Dress, Female. Standard Uniform Blue, Custom.	Custom, Made to Measure.	As Specified, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
13.10	Pants, Tactical, Mens. Multiple Colors (Dark Navy, Khaki), Custom.	28 to 34 Waist.	5.11 Tactical # 74273 / 74273L, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
13.20	Pants, Tactical, Mens. Multiple Colors (Dark Navy, Khaki), Custom.	36 to 42 Waist.	5.11 Tactical # 74273 / 74273L, or Approved Equal.	1600	EACH		\$ -	\$ -	\$ -
13.30	Pants, Tactical, Mens. Multiple Colors (Dark Navy, Khaki), Custom.	44 to 54 Waist.	5.11 Tactical # 74273 / 74273L, or Approved Equal.	1400	EACH		\$ -	\$ -	\$ -
14.10	Pants, Tactical, Womens. Multiple Colors (Dark Navy, Khaki), Custom.	2 to 10 Waist.	5.11 Tactical # 64360, or Approved Equal.	400	EACH		\$ -	\$ -	\$ -
14.20	Pants, Tactical, Womens. Multiple Colors (Dark Navy, Khaki), Custom.	12 to 20 Waist.	5.11 Tactical # 64360, or Approved Equal.	400	EACH		\$ -	\$ -	\$ -
15.01	Rank Insignias/Devices. Lieutenant, Small Bar, Silver Finish.	3/4"H x 5/16"W.	As Specified, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
15.02	Rank Insignias/Devices. Lieutenant, Small Bar, Gold Finish.	3/4"H x 5/16"W.	As Specified, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
15.03	Rank Insignias/Devices. Lieutenant, Large Bar, Silver Finish.	3/8"H x 1-1/16"W.	As Specified, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
15.04	Rank Insignias/Devices. Lieutenant, Large Bar, Gold Finish.	3/8"H x 1-1/16"W.	As Specified, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
15.05	Rank Insignias/Devices. Captain, Small Bar, Gold Finish.	3/4"H x 3/4"W.	As Specified, or Approved Equal.	600	EACH		\$ -	\$ -	\$ -
15.06	Rank Insignias/Devices. Captain, Large Bar, Gold Finish.	1"H x 1"W.	As Specified, or Approved Equal.	400	EACH		\$ -	\$ -	\$ -
15.07	Rank Insignias/Devices. One-Star, Small, Gold Finish.	3/8"H x 3/4"W.	As Specified, or Approved Equal.	500	EACH		\$ -	\$ -	\$ -

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
15.08	Rank Insignias/Devices. Two-Stars, Small, Gold Finish.	3/8"H x 1-1/2"W.	As Specified, or Approved Equal.	500	EACH		\$ -	\$ -	\$ -
15.09	Rank Insignias/Devices. Three-Stars, Small, Gold Finish.	3/8"H x 2-1/4"W.	As Specified, or Approved Equal.	250	EACH		\$ -	\$ -	\$ -
15.10	Rank Insignias/Devices. Four-Stars, Small, Gold Finish.	3/8"H x 3"W.	As Specified, or Approved Equal.	200	EACH		\$ -	\$ -	\$ -
15.11	Rank Insignias/Devices. One-Star, Large, Gold Finish.	1"H x 1"W.	As Specified, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
15.12	Rank Insignias/Devices. Two-Stars, Large, Gold Finish.	1"H x 2"W.	As Specified, or Approved Equal.	300	EACH		\$ -	\$ -	\$ -
15.13	Rank Insignias/Devices. Three-Stars, Large, Gold Finish.	1"H x 3"W.	As Specified, or Approved Equal.	250	EACH		\$ -	\$ -	\$ -
15.14	Rank Insignias/Devices. Four-Stars, Large, Gold Finish.	1"H x 4"W.	As Specified, or Approved Equal.	100	EACH		\$ -	\$ -	\$ -
16.10	Name Plate. Gold, with Custom Engraved Lettering, Pin backs.	Approximately 5/8"H x 2-1/2"W.	Reeves # OBGDLS, or Approved Equal.	800	EACH		\$ -	\$ -	\$ -
16.20	Name Plate. Silver, with Custom Engraved Lettering, Pin backs.	Approximately 5/8"H x 2-1/2"W.	Reeves # OBGDLS, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
17.00	Clip, Tie (Alligator). Gold Hammered Finish with Blue Enamel Lettering ("NYC Buildings").	One Size.	As Specified, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
18.00	Tie, Neck, Clip-On. Dark Navy Blue, Polyester, Textured Finish.	Regular to X-Long.	As Specified, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
19.00	Tie, Neck, Standard Self-Tie Knot. Striped (Blue/Gold/White), Polyester.	One Size.	Covona, or Approved Equal.	500	EACH		\$ -	\$ -	\$ -
20.00	Hat, Knit. Navy Blue, Acrylic, 3M Thinsulate, with Custom Directly-Embroidered Gold "NYC Buildings" Logo.	One Size.	Yupoong # 1535-TH, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -
21.00	Hat, Baseball. Navy Blue with Green Under-Visor. With Custom Directly-Embroidered Gold "NYC Buildings" Logo.	One Size, Adjustable.	Yupoong # 6089DN, or Approved Equal.	1200	EACH		\$ -	\$ -	\$ -

Bid # 2500005 - Uniforms and Accessories - DOB
ATTACHMENT A - Price List/Sheet
**** Please see "ATTACHMENT B - DOB Uniforms Specifications" for more details/requirements regarding each item.**

Bidder Name / Address / Contact Person & Info (Phone, Email, Etc.):

RC ITEM #	ITEM Description **	Sizes	BID STANDARD, if applicable **	Estimated Usage Quantity	Unit of Measure	Bidder - Item Brand/Manufacturer, Model/Item # Offered	Bidder MATERIAL COST	Bidder FOB DESTINATION Unit Price	Bidder Subtotals (Quantity X FOB DESTINATION Unit Price)
22.00	Hat, Dress (With Cap Device) , Navy Blue, Polyester Surge Material, Leather Sweatband, Black Visor, Eyelets for NYC Cap Device and ventilation. Includes installed gold NYC Seal Cap Device.	6-1/2 to 8-5/8 Plus.	Fireman Style, or Approved Equal.	750	EACH		\$ -	\$ -	\$ -
23.00	Shoes, Oxford, Heavy-Duty , High-Shine, Heavy-Duty Leather Oxford Work Shoes, Black.	All Available Sizes.	Bates # E22233, or Approved Equal.	750	EACH		\$ -	\$ -	\$ -
24.00	Shoes, Oxford, High-Gloss Dress , Uniform High-Gloss Oxford Dress Shoes, Black.	All Available Sizes.	Rothco # 5055, or Approved Equal.	750	EACH		\$ -	\$ -	\$ -
25.00	Boots, Six-Inch , Six-Inch Duty Boot with Soft Toe (non-Steel-Toed), Waterproof, Black.	All Available Sizes.	Timberland Pro # TB01164A001 (6-Inch, Non-Steel-Toed), or Approved Equal.	750	EACH		\$ -	\$ -	\$ -

GRAND TOTAL	\$ -
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Bid # 2500005
Uniforms and Accessories - DOB

ATTACHMENT B – DOB Uniforms Specifications

1) JACKET, WINDBREAKER

STYLE NUMBER

Amwear #F1088, or Approved Equal.

MATERIAL

Shall meet the following standards as specified.

BODY

100% Nylon- Full dull yarn.

Finish: Must be jet dyed and finished flat (not laundered). Must have durable water repellent finish-DWR. Weight: 3.8 oz. per/sq./yd. Yarn ply: Three ply yarn. Color: Dark navy

LINING

100% polyester 50 denier warp knit tricot. Weight: 3.5 oz. per square yard. Stretch: Fabric must have natural one way stretch. Color: Black

BODY

Front of jacket is divided into two parts by one-inch reflective tape from side seam to side seam set 1/2 inch below the armhole. The back of the jacket must be also divided into two parts by one-inch reflective tape from side seam to side seam. The bottom finished edge of the jacket must have a one-inch clean finish hem with a polyester draw cord running through it.

COLLAR

Two pieces collar with points measuring 4 inches long at points and 3-1/2 inches at the center back. Collar shall have woven interlining.

POCKETS

One on each side. Pockets shall have a 7-inch opening covered by a one-inch single welt. The pocket welts shall be placed at a 45 degree to the front opening. These pockets must be approximately 9 inches deep.

SLEEVES

Must be one piece and shaped at head, jacket type with a two-inch cuff. A two-inch reflective tape shall be set on the center of both sleeves starting from 2-1/2 inches below the shoulder seam to the edge of the cuff seam.

CUFFS

Must be one piece and finished 2 inches wide. The cuffs shall incorporate a 2-inch elastic finishing 3 inches long, centered at the sleeve seam. The elastic must be set with a 5 tread multi-needle machine. A 2 inch silver reflective material shall be sewn on the cuff covering the entire cuff except the sheered elastic area.

REFLECTIVE MATERIAL

All material must be 3M brand style 8910, or Approved Equal.

BAR TACKS

All stress points must be reinforced by bar tacks. These points include the sides of all pocket openings.

SNAPS

Shall be oxidized to prevent rusting, 24 ligne, prong style with closed backs, black color. The jackets shall have a minimum of 6 snaps placed approximately 4-1/2 inches apart.

LINING

The jacket shall be fully lined.

SIZE RANGE

Must be available from Small to 5X-Large

REFLECTIVE LETTERING

All fonts used shall be Arial bold

REFLECTIVE TRANSFER - LEFT CHEST

The front left chest of the jacket shall have a silver reflective transfer of the NYC Buildings badge, applied centered 3 inches above the one-inch reflective tape. The badge shall measure 3” wide and 3” long at the points.

REFLECTIVE TRANSFER - RIGHT CHEST

The front right chest of the jacket shall have a silver reflective transfer of the “NYC Buildings” logo. The logo shall measure 1-1/4” high by 4” wide.

REFLECTIVE TRANSFER - BACK

The word/logo “NYC Buildings” (as per sample) in silver reflective ink shall be applied to the top back of the jacket one inch above the one-inch reflective tape. The letters shall be 2-1/2” high. The total width of the letters shall be 14 inches long.



2) PARKA, 5-IN-1

STYLE NUMBER

5.11 Tactical #48360, 48360T, or Approved Equal

FABRIC TYPE

Outer Jacket: 100% polyester 2L plain weave mechanical stretch, 176-gm/m², DWR, BBP.
Inner Jacket: 100% polyester tech fleece, 350-gm/m², anti-pilling, Overlay N6: 100% nylon.
Lining: 100% nylon taffeta. Pocketing: 100% polyester tricot.

FEATURES & BENEFITS

Outer Jacket: 10k/10k waterproof/breathable with Blood Bourne Pathogen Resistant. Fully seam sealed. Hood can be removed or stowed away in collar. Pull out panels at back body Quixzip® system at side seams. (2) Document pockets. (2) Mic loops attached. (1) Camera Loop in kit. Inner Jacket: Removeable tech fleece jacket can be worn separately. N6 fabric overlay at upper body and sleeves. Zip off sleeves. Zipper at side-seams for fast access and ventilation. Adjustable hem with shock cord system. 1 x 1 ribbed cuffs. (2) Document pockets. (2) Mic loops attached. Locker loop at CB neck. Meet EN343:2019 standard 4-3-X.

STITCHING & FINISHING

Outer Jacket: 8-10 SPI, Tex 60. SN Edgestitch: Hood Style Line seam, Hood Neckline edge, collar, collar opening, collar chin guard, front placket, shoulder roll over seam, front pull out upper chest flange, all zippers, armholes, sleeve panel seams, hem line inner facing, side-seam zipper welts, back pull out flange, inner pocket welt, inside half-moon facing. DNL Stitch: Pull Out Panels. Bar-tacks: Top of Collar/Zipper at Chin Guard, Top of Placket, Document Pocket Front Hand, Pocket Welts, Chest Pocket Welts, Back Pocket Welt, Communication Opening, Side Zipper Quixip sm, Internal Pocket Welt, Mic Loops, Zipper Pullers 1 1/8" Sweep Hem, 1 1/4" Sleeve hem Box Stitch at all Hook and Loop. Fully Seam Sealed Shell, over locked seams.

Inner Jacket: 8-10 SPI, Tex 60. SN Edgestitch: Hand Welt Pockets, Front Document Pocket, Internal Pocket, Internal Zipper Pocket Setting, Internal lining seam, Hem Facing, Internal Side Zipper Setting. 1/8" SN Stitch: Collar at Neckline. 1/4" SN Stitch: CF Zipper, Side Zipper, sleeve panel seams, armhole seam, collar at top edge, front and back-back horizontal seam. 2NDL Stitch: at forward shoulder. Bar-tacks: CF Zipper at Top and Bottom, Hand Welt Pockets top and bottom, Document Pockets top and Bottom, Mic Loops, Side Seam Zipper, Side Tab, Internal Pocket Zipper Top and Bottom, Zipper Pullers. 1 1/8" Sweep Hem.

CLOSURES

YKK #5 Vislon zipper at center front, YKK #3 coil zipper at hand pockets, back pocket and side seams, YKK #5 coil zipper at Quixip system and armhole, YKK #4.5 at back hood attachment. PRYM Snap at storm flap, side-seam tabs, and collar. Hook and Loop at document pocket and cuff closure, hood adjustment.

LABELS

5.11 logo label at top of front left-hand pocket. Woven Main Label, Size Label, COO Label, Content, Care, and factory labels are permanently attached to the inside of the shell and liner jackets.

EMBLEMS

There shall be 10 emblems included and sewn directly on each parka (inner and outer jackets), as per emblem specifications.

MEDIUM BREAST EMBLEMS

1 medium breast emblem sewn on right breast on the Outer Jacket and 1 medium breast emblem sewn on the Inner Jacket.

DEPARTMENT SHIELD EMBLEM

1 shield emblem sewn on the left breast on the Outer Jacket and 1 shield emblem sewn on the Inner Jacket.

LARGE BACK EMBLEMS

1 large back emblem sewn on the back of the Outer Jacket and 1 large back emblem sewn on the Inner Jacket.

SHOULDER EMBLEMS

1 shoulder emblem sewn on each shoulder of the Outer Jacket and 1 shoulder emblem sewn on each shoulder of the Inner Jacket.

SIZES

XS to 4XL Regular, M-2XL Tall

COLORS

724 Dark Navy, 019 Black



3) BLOUSE (JACKET), DRESS

MODEL

As Specified, or Approved Equal

FABRIC

Rae ford #3933-96 Standard Uniform Blue 11-11-1/2” oz. Tropical, 55% Dacron/45% Wool or approved equal.

COLOR

Standard Uniform Blue

CONSTRUCTION

All garments to be constructed according to top grade tailoring as outlined in the following specifications below.

MEASUREMENTS AND CUTTING

Individual measurements will be taken by a qualified representative or contractor upon agreed location. Measurements and name of individual for whom garment is made will be permanently inscribed in the garment. Each garment cut individually to exact measurements.

STYLE

Four button single-breasted straight front, side body. Rolled collar with opening at least 15-1/2” to first button. Blouse to be semi-form fitting. Vents with Velcro. Open coat construction. Felled shoulder, felled under collar, felled armholes, and felled sleeve lining at cuff.

LENGTH

Bottom of blouse to be not less than 2” nor more than 4” below seat.

FACING

Same material as coat cut in one piece, not less than 3” wide at bottom. Facing to cover fully at bottom.

BUTTONS

Four regulation New York City Seal sewed on front, reinforced on back with a 20 ligne 4-hole black ivory buttons. Buttons sewn with special “glace” button thread.

BUTTON-HOLES

To be 3/4” from edge of front. All buttonholes to be machine made. All buttonholes to be securely bar-tacked.

LINING

Body lining to be 120 black rayon. To be half lined with yoke across top of back, to meet lining of side body and forepart of blouse. Sleeve lining to be the same as body lining, to be closely hand-felled at armholes and bottom of cuffs.

CANVAS FRONT

Genuine Hymo Canvas, cold water shrunk hair cloth chest and felt padding in breast from armholes to edge. Canvas to have a tape at roll of lapel.

EDGE AND BOTTOM

Double Stitched 3/8" stay taped. Bottom turn-up at least 3/4" and piped with lining. Edges of flaps and shoulder straps to be stitched to match.

SEAMS

Plain and pressed open. Stays around armhole with tape from front to back notch of sleeve. Center seam in back. All exposed seams piped with lining.

INSIDE POCKETS

Two inside breast pockets 6" wide and 7" deep. Also, one lower inside cash pocket on left side 4" wide and 4-1/2" deep on line with lower button, to extend 1" in facing. Pockets to be 250 drill pocketing. Pockets to be piped with lining. To be reinforced with self-cloth tongue

OUTSIDE FLAPS

To be two one pointed breast flaps to button, 5-1/2" long, 2" deep at ends and 3" at center point. Center of flap to be midway between center of top button and inside sleeve seam. Top edge of flap to be on line with center of bottom (top). There shall be two lower pointed flaps to button, 8" long, and 2-1/2" deep at ends and 3-1/2" at center point. Top edge of flap to be securely tacked to body of coat with stay packing. Flaps to be graded according to size of coat.

SHOULDER STRAPS

Pointed, interlined, sewn in sleeve-head, and extending well under collar. Button and buttonhole so placed as to bring edge of 24 ligne button just clear of edge of collar. Shoulder strap to be 2-1/2" wide at sleeve-head, and tapering to 2" at eye of buttonhole. To be cross stitched (Army Style) 1-1/2" from shoulder seam. Edges double stitched 3/8" to match front edges.

CUFFS

Cuff interlined with 4-1/2" soft shrunk wigam and double stitched by machine 3-1/2" from bottom to match edge stitching. All around cuff on both sleeves.

SLEEVE BUTTONS

Two 24 ligne New York City Seal buttons spaced 1-1/2" apart, bottom button 1-1/2" from edge of cuff sunk securely and fastened with washers and rings.

BADGE HOLDER

A badge metal holder –gun-metal color, to be sewn on left breast.

COLLAR

Under collar to be hand felled at both top and bottom. Inside collar lining to be first quality collar canvas. Under collar to be all wool to match outside and to be closely machine padded.

ARM SHIELDS

To be same material as coat to conform with armhole, bound around edge with lining material. To be securely stitched down all around.

SHOULDER PADS

To be seven rows of wadding, centered with buckram inside of white sheeting, to be 9" x 5". Sleeve and head of white cotton wadding with sheeting backing to be 9" x 2".

TAPE

All tape to be woven unbleached fully shrunk 1/4" for armhole, 3/8" for front. 5/8" for bridle.

OUTLETS

1-1/2" outlet back seam. 2-1/2" outlet side seam.

LABELS

All Dress Blouse Coats, to have a linen label sewn in right inside breast pocket, showing name, size, and order number.

EMBROIDERY / EMBLEMS

- SHOULDER EMBLEM
 - o DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder patches (1 on each shoulder included), and to be sewn on each sleeve 1" below shoulders

SIZES

Sizes are customized based on actual measurements.



4) SHIRT, TACTICAL JOB

MODEL

5.11 Tactical #72321, or Approved Equal

STYLE

- Body: 82% cotton/18% polyester French terry fleece
- 10.2-oz non-fade & oil repellency
- 100% cotton collar and reinforced elbows patches
- Mic clip pockets set into left/right shoulder seams
- Right chest drop pocket
- Left upper sleeve pen pocket

EMBROIDERY / EMBLEMS

- All embroidery and emblems included and attached as noted below.
 - o LEFT CHEST
 - NYC BUILDINGS shield patch sewn on 1-1/4" above the pocket
 - o RIGHT CHEST
 - NAME PATCH sewn on 1-1/4" above the pocket
 - o SHOULDER EMBLEM
 - DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder patch to be sewn on each sleeve 1" below shoulders
 - o REFLECTIVE STRIPE
 - 1/2" wide reflective stripe on front and back.
 - o REFLECTIVE LETTERING
 - All fonts shall be Arial Bold.
 - o BACK
 - The word "NYC BUILDINGS" (as per sample) in silver reflective ink shall be applied to the top back of the shirt 1" above the 1/2" reflective tape. The letters shall be 2-1/2" high. The total width of the letters shall be 14" long.

COLOR

Navy

SIZES

X-Small to 4X-Large

5) SHIRT, POLO, SHORT SLEEVE

MODEL

Port Authority, Stain Release Polo #K510, or Approved Equal

STYLE

5.6 Ounce, 60/40 Cotton/Poly Pique. Flat knit collar. 3-button placket. Dyed to match buttons. Open hem sleeves. Side vents.

EMBROIDERY

“NYC Buildings” logo directly embroidered on left breast with white thread. Approximate size of embroidery is 3-13/16” x 3/4”.

COLORS

Navy

SIZES

X-Small to 5XL



6) SHIRT, POLO, SHORT-SLEEVE – INSPECTORS / SUPERVISORS / CHIEFS

MODEL

Port Authority Silk Touch Polo #K500, or Approved Equal

FABRIC

65% Polyester/35% Cotton pique - 5 oz.

COLORS

Navy blue (for Inspectors), White (for Supervisors, Chiefs)

STYLE

5 Ounce, 65/35 poly/cotton pique, Flat knit collar and cuffs, 3-button placket, Metal buttons with dyed-to-match plastic rims, side vents, superior wrinkle and shrink resistance.

EMBROIDERY / EMBLEM

NYC DEPARTMENT OF BUILDINGS shield/badge emblem patch on front left breast, DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder shield emblem patches (1 on each shoulder), and the logo for "NYC BUILDINGS" in gold-yellow directly silk-screened onto the top back. The letters shall be 2-1/2" high. The total width of the letters shall be 14 inches long.

SIZES

X-Small to 6XL



7) SHIRT, POLO, LONG-SLEEVE – INSPECTORS / SUPERVISORS / CHIEFS

MODEL

Port Authority Silk Touch Long Sleeve Polo #K500LS, or Approved Equal

FABRIC

65% Polyester/35% Cotton pique - 5 oz.

COLORS

Navy blue (for Inspectors), White (for Supervisors, Chiefs)

STYLE

5 Ounce, 65/35 poly/cotton pique, Flat knit collar and cuffs, Double-needle armhole seams and hem, 3-button placket, Metal buttons with dyed-to-match plastic rims, side vents, superior wrinkle and shrink resistance.

EMBROIDERY / EMBLEM

NYC DEPARTMENT OF BUILDINGS shield/badge emblem patch on front left breast, DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder shield emblem patches (1 on each shoulder), and the logo for "NYC BUILDINGS" in gold-yellow directly silk-screened onto the top back. The letters shall be 2-1/2" high. The total width of the letters shall be 14 inches long.

SIZES

X-Small to 6XL



8) SHIRT, DRESS, LONG-SLEEVE (MALE OR FEMALE)

MODEL

Neil Allyn Style #2070-70, or Approved Equal

FABRIC

Contents: 65% Poly/35% Cotton Poplin

STYLE

Left chest pocket. Convertible cuffs. Comfort collar.

COLOR

White

SIZES

Neck Sizes: 14-1/2 to 22-1/2; Sleeve Lengths: 32 – 39.



9) SHIRT, DRESS, LONG-SLEEVE – INSPECTORS / SUPERVISORS / CHIEFS

MODEL

As Specified, or Approved Equal

FABRIC

65% Polyester/35% Cotton - 4-4.25 oz. Poplin Weave

COLORS

Light blue (for Inspectors, Supervisors), White (for Chiefs)

STYLE

All stitches must be of the proper tension and size to avoid puckering. The cuffs and collar to be single stitched 1/4 inches from edge. The pockets and flaps shall be single stitch on the edge of the garment.

COLLAR

Die cut. The back of the stand measures 1-1/2". The points are to be 3" in length. The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be sewn to the top collar. The collar stays are 2-1/2" in length and 3/8" wide and are to be attached to the bottom collar. The stand fastens with one button.

SLEEVES

The cuffs are to be 2-7/8" in width and to fasten with a two button adjustable cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for the opening is to be 1-1/4" wide and the bottom facing 1/2" wide.

FRONT

The left front (for Male) Right front (for Female) has a self-fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. The center pleat has two rows of stitching 7/8" apart. The right front (for Male) left front (for Female) has a 2" turn back facing that extends from collar band to bottom of shirt. There are 6 front buttons and one collar button.

POCKETS

Two die cut breast pockets finishing 5-3/8" wide and 6" long with mitered corners. Both pockets have 1-1/4" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-1/4" wide.

FLAPS

Die cut, creased and scalloped, finishing 3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps are placed with a 1" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-1/2" wide. Woven loop fastener 1/2" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have creased interlining.

BADGE TAB

Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/2" apart with the lower buttonhole 1-1/2" above flap.

EPAULETS

Sewn into sleeve head seam and measure approximately 2” tapering 1-3/8” with end pointed. Epaulets are set approximately 1/2” from collar seam. They are box-stitched to shoulders. Epaulets are die cut, creased and have crease interlinings.

PERMANENT CREASES

Shirts are to have permanent military creases. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

BUTTONS

Melamine buttons dyed to match the fabric color.

THREAD

All thread to be mercerized vat dyed fast color.

FEMALE SHIRTS

To be cut on female pattern.

EMBROIDERY / EMBLEMS

- All embroidery and emblems included and attached as noted below.
 - o BREAST EMBLEMS
 - Sewn on Left breast above pocket (per sample).
 - Emblem Dimensions: 1-1/2”h x 5” w
 - Material for emblem to be same as shirt
 - Embroidered Border to match color of material
 - For White Shirts:
 - “NYC BUILDINGS” logo is to be embroidered with Gold-Yellow color thread, as per sample.
 - For Light Blue Shirts:
 - “NYC BUILDINGS” logo is to be embroidered with Dark Navy color thread, as per sample.
 - o SHOULDER EMBLEMS
 - DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder emblems
 - Sewn on each sleeve 1” below shoulder.

SIZES

Male shirts must be available in neck size and sleeve length.
Female shirts must be in Bust size from 32-52.

SHIRT LABELING

Each garment will be identified by permanent size, style number, cut number, fiber content, manufacturing WPL number, care instructions, and county of origin label.

PRESSING AND PACKING

Shirts are poly-bagged individually.



10) SHIRT, DRESS, SHORT-SLEEVE – INSPECTORS / SUPERVISORS / CHIEFS

MODEL

As Specified, or Approved Equal

FABRIC

65% Polyester/35% Cotton - 4-4.25 oz. Poplin Weave

COLORS

Light blue (for Inspectors, Supervisors), White (for Chiefs)

CREASING

Pockets, pocket flaps and shoulder straps to be die creased to give uniform shape and size. The two military creases in front and three in back of each shirt must incorporate a permanent modified silicone crease produced by the “Lintrak System.”

FRONT

Each front shall have an approximate 3” turnback extending from neckline to bottom of shirt. The left front shall have 7 buttonholes 3/4” from edge, 3-1/2” apart. Buttons to be strongly attached through two thick nesses of material forming right front and shall correspond to each buttonhole.

COLLAR

To be die cut. Convertible color is to measure approximately 2-7/8” long at points and to be topstitched 1/4” from edge. The interlinings are to be 100% Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf.

YOKE

Two ply yoke lined on the inside with Polyester satin. Yolk shall measure approximately 2-3/4” at bottom center of collar and 2-1/2” at outside edge of yoke. 1/16” topstitch.

SLEEVES

Sleeves are to be one piece, have a 7/8” hem and finished 9-1/2” to 9-3/4” long from the shoulder seam. Sleeve setting and closing shall be done with an over-edge and safety stitch. The sleeve is to be bar-tacked at the hem.

POCKETS

To have two functional breast pockets with mitered corners to finish 5-3/8” wide and 6” long. The breast pockets shall have a pencil compartment approximately 1-1/4” wide. Pockets to have a 1-1/2” box stitching top and bottom to prevent spreading. At center point of flaps to have a vertical buttonhole to accommodate a 20 ligne button. Side and points of flaps to be securely sewn to body.

FLAPS

To be scalloped, and to be interlined with specified interlining. Flaps to have Velcro on each side of the flap and button sewn to flap only on top of buttonhole.

SHOULDER STRAPS

To be sewn into sleeve-head seam and measure approximately 1-7/8” tapering to 1-1/2” with end pointed. Straps to be set approximately 1” from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2” from sleeve head and diagonally sewn from each end of the seam to sleeve. Shoulder straps are to be die cut, creased and lined with crease ‘n’ tack.

STAMPING AND CARE INSTRUCTIONS

Neck size to be stamped in collar band with style and cut number. A permanent size tab is to be sewn in with label to the inside yoke. Care instructions to be attached to the tail of the shirt.

BUTTONS

To be a melamine button dyed to match the fabric color. 20 ligne.

FEMALE SHIRTS

To be cut on female pattern.

EMBROIDERY / EMBLEMS

- All embroidery and emblems included and attached as noted below.
 - o BREAST EMBLEMS
 - Sewn on Left breast above pocket (per sample).
 - Emblem Dimensions: 1-1/2”h x 5” w
 - Material for emblem to be same as shirt
 - Embroidered Border to match color of material
 - For White Shirts:
 - “NYC BUILDINGS” logo is to be embroidered with Gold-Yellow color thread, as per sample.
 - For Light Blue Shirts:
 - “NYC BUILDINGS” logo is to be embroidered with Dark Navy color thread, as per sample.
 - o SHOULDER EMBLEMS
 - DEPARTMENT OF BUILDINGS CITY OF NEW YORK shoulder patches
 - Sewn on each sleeve 1” below shoulder.

SIZES

Male shirts must be available in sizes Small to 6X-Large
Female shirts must be in Bust size from 32-52.

SHIRT LABELING

Each garment will be identified by permanent size, style number, cut number, fiber content, manufacturing WPL number, care instructions, and county of origin label.

PRESSING AND PACKING

Shirts are poly-bagged individually.



11) TROUSERS, DRESS

MODEL NUMBER

As specified below, or Approved Equal

FABRIC

Raeform #3933-96 Standard Uniform Blue, 11 – 11-1/2 oz. Tropical 55% Dacron/45% Wool, or approved equal.

COLOR

Standard Uniform Blue

STYLE

Two side pockets, two hip pockets, two billy pockets and One drop watch pocket.
All trousers to have front and back creases.

SIDE POCKETS

Opening to be not less than 7". Depth to be no less than 6" from bottom of opening. Pocket turn in and pocket facing to be no less than 2" wide. No selvage to be used on pocket turn in or facing. Pocket stay to be same as material as pockets and should be sewn into side seam, turned into pocket and top stitched. Stays to extend no less than 1-1/2' below and above opening of pocket. Pockets to extend above waistband seam and top stitched to waistband seam. Pockets to be stitched turned and top stitched.

HIP POCKETS

Shall have an opening of 6" and shall be 6-1/2" deep. They shall be made with Reece Pocket machine and must have an interlining of pellon inside the Bezum. Pocket facing shall be no less than 2" wide. No selvage to be used for facing. Pockets to extend above waistband seam and top stitched to waistband seam. Pockets to be stitched, turned and top stitched. Bottom and top cord to be top stitched.

BILLY POCKETS

To be 9" deep and 3-1/2" wide located 3" below each hip pocket. Pockets to be stitched, turned and top stitched. The inside upper extension of each pocket shall be sewn into the Bezum of each pocket. Pocket facing shall be no less than 2" wide. No selvage to be used for facing. Bottom and top cord to be top stitched. Pockets shall be made with a Reece pocket machine and must have an interlining of Pellon inside the Bezum.

WATCH POCKETS

To have an opening of 3-1/4" and 3-1/4" deep. Located in the center of forepart halfway between fly 2-3/4" below waistband seam on the right side. The inside upper extension of pocket shall extend above waistband seam. Drill pocket to be stitched, turned and top stitched. Pocket facing shall be no less than 2" wide. No selvage to be used for facing, Pocket made with Reece machine must have interlining of pellon inside the Bezum. Bottom and top cord to be top stitched.

POCKETING

All pockets to be made of 260 65%/35% poly/cotton black pocketing.

FLY

Trousers to be closed with a genuine Talon Zipper #42, memory lock. Zipper to have tape to match trousers material. Right fly to be lined with same material as pocketing and to extend 1/4" beyond crotch inseam, turned under and stitched down on all sides. Left fly to have Silesia lining. To have French Fly of double thickness of same material as trousers.

CROTCH

To be four quartered, front and back, with Silesia.

WAISTBAND

Browne Method; to be cut in separate piece 1-3/4" wide, and to have "no curl ban-roll". Closed with uniform grade rust proof hook and eye installed by hook flex machine only. Waistband seam to be pressed open and top stitched. Twill waistband lining. To have a minimum of 3 rows of snug-tex sewed into curtain. Top of waistband lining to be felled with Union Special machine.

BELT LOOPS

There shall be 7 belt loops, one inch wide, double thickness. With the exception of the rear center loop, all loops must be inserted into top and bottom of the waistband seams. Loops to be tacked to waistband before waistband lining is applied.

BAR TACKS

At the end of each hip pocket and billy pocket there is to be a triangle bar tack. Each side of triangle tack to have a thirty-two stitches and be 1/2" long 18 of these stitches are to be straight lock and 14 to be zigzag. There are to be 1/2" straight bar tack placed at the following points of stress: Top and bottom of side pocket opening, ends of watch pocket and bottom of fly. Side pocket and fly bar tacks to extend 1/8" over seam.

BOTTOMS

Finished and felled with machining thread.

BRAID

A 1/2" black washable braid to be sewn on the outside of each trouser leg from the top of side pocket, down the entire length of the side seam and centered over seam.

SEWING

Trousers to be sewn with A-3 Vat dyed thread. Seat seam and inseam sewn on double needle chain stitch machine.

OUTLETS

Trousers to have sufficient outlets to facilitate easy alterations. There is to be 2-1/2" outlets on waist, 1" on inseam and 2-1/2" turn-up on bottom.

ALTERATIONS

Alterations for all garments must be returned within four weeks of fitting

PRESSING & CLEANING

All garments must be delivered in a clean condition; all loose thread and other materials to be removed.

SHIPPING & PACKING INSTRUCTIONS

Contractor to package all garments appropriately in zip garment bags and in individual boxes, identifying the name of the officer on each garment item and packing slip. Order to be shipped based on specified locations.

SIZES

Male trousers - Waist x Seat x Length

Female trousers - Waist x Seat x Length

* All trousers custom made to measure.



12) SKIRT, DRESS, FEMALE

MODEL NUMBER

As specified below, or Approved Equal

FABRIC

Raeform #3933-96 Standard Uniform Blue, 11 – 11-1/2 oz. Tropical 55% Dacron/45% Wool, or approved equal.

COLOR

Standard Uniform Blue

STYLE

- Seven Gore skirt
- Front center kick pleat
- Fully lined with 100% rayon Lining
- Side Zipper
- 2 Side pockets
- Must be hemmed below knee
- Made to measure

ALTERATIONS

Alterations for all garments must be returned within four weeks of fitting

PRESSING & CLEANING

All garments must be delivered in a clean condition; all loose thread and other materials to be removed.

SHIPPING & PACKING INSTRUCTIONS

Contractor to package all garments appropriately in zip garment bags and in individual boxes, identifying the name of the officer on each garment item and packing slip. Order to be shipped based on specified locations.

SIZES

Custom made to measure.



13) PANTS, TACTICAL, MENS

STYLE

5.11 Tactical # 74273, 74273L, or Approved Equal.

FABRIC TYPE

Main Body: 65% Polyester 35% Cotton TDU® Ripstop

6.14 oz with Teflon® finish

Pocketing: 80% Polyester 20% Cotton plain weave

Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES AND BENEFITS

Lightweight version of the authentic 5.11 Tactical Pant

Fade and wrinkle-resistant, tough, lightweight, breathable

Teflon® treated for spill and stain resistance

Front pleat, action waist and a gusseted crotch for enhanced movement

7 belt loops with a D-ring below the front right belt loop

Deep front pockets with extra reinforcement on knife clipping area.

Pleated cargo pockets with flaps

Knife and Cell phone pockets lined with extra durable reinforcement fabric

Wearer's right welt knife pocket accommodates a phone

Double seat with large back pockets

Trademarked rear strap and slash pockets

Double knees with inside opening for inserting Neoprene knee pad (sold separately)

Bottom hems have openings for draw cords (not supplied)

72 bar tacks in high-stress areas

UPF Rating: 50

STITCHING & FINISHING

Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.

Top Stitching is non-raveling lock stitching.

Double needle top stitching on side seams, seat seams, front rise, fly out line, hand pocket openings, cargo pockets and pocket flaps and knee patches Bar-tacks at crotch point, all belt loop corners, all pocket openings and flaps are cross bar tacked.

Box stitching on all Hook and Loop pieces

Clean finished pocket bags inside the pant, double stitched for heavy duty

CLOSURES

Zipper – Fly zipper is metallic YKK® zipper with auto lock slider.

Snap – Waist snap is metallic PRYM® snaps with extra strong grip.

Button – Fly has a back-up button for extra security. It is cross tacked

Hook and Loop closure on cargo pockets, cell phone pocket and back pockets

LABELS

Tactical® Strip label on wearer's right cargo pocket. The woven main label, size/ country of origin label, fiber content label, care label, and factory label are permanently attached to the inside of the pant.

HEMMING

Hemming for special lengths is to be included.

STOCK SIZES

28-44 waist (even) / 46-54 waist, even inseams 30-36, unhemmed

COLORS

Navy Blue 724 (Dark Navy) & Khaki 055



14) PANTS, TACTICAL, WOMENS

STYLE

5.11 Tactical # 64360, or Approved Equal.

FABRIC TYPE

Main Body: 65% Polyester 35% Cotton TDU® Ripstop 6.14 oz with Teflon® finish

Pocketing: 80% Polyester 20% Cotton plain weave

Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES AND BENEFITS

Lightweight version of the authentic 5.11 Tactical Pant

Fade and wrinkle-resistant, tough, lightweight, breathable

Teflon® treated for spill and stain resistance

Flat front with action waist and a gusseted crotch for enhanced movement

7 belt loops with a D-ring below the front right belt loop

Deep front pockets with extra reinforcement on knife clipping area.

Pleated cargo pockets with flaps

Knife and Cell phone pockets lined with extra durable reinforcement fabric

Wearer's right welt knife pocket accommodates a phone

Double seat with large back pockets

Trademarked rear strap and slash pockets

Double knees with inside opening for inserting Neoprene knee pad (sold separately)

Bottom hems have openings for draw cords (not supplied)

70 bar tacks in high-stress areas

UPF Rating: 50

STITCHING & FINISHING

Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.

Top Stitching is non-raveling lock stitching.

Double needle top stitching on side seams, seat seams, front rise, fly out line, hand pocket openings, cargo pockets and pocket flaps and knee patches. Bar-tacks at crotch point, all belt loop corners, all pocket openings and flaps are cross bar tacked.

Box stitching on all Hook and Loop pieces

Clean finished pocket bags inside the pant, double stitched for heavy duty

CLOSURES

Zipper - Fly zipper is metallic YKK® zipper with auto lock slider.

Snap - Waist snap is metallic PRYM® snaps with extra strong grip.

Button - Fly has a faux horn button for extra security. It is cross tacked

Hook and Loop closure on cargo pockets, cell phone pocket and back pockets

LABELS

Tactical® Strip label on wearer's right cargo pocket. The woven main label, size/ country of origin label, fiber content label, care label, and factory label are permanently attached to the inside of the pant.

HEMMING

Hemming for specific lengths is to be included.

STOCK SIZES

2-20, even sizes. Regular and Long lengths

COLORS

162 TDU Khaki, 724 Dark Navy



15) RANK INSIGNIAS/DEVICES

FINISH

Corrugated, Nickel or Gold plated. (As Specified)

BACKINGS

Double clutch-back for small insignias;
Safety-Pin backs for large insignias

LIEUTENANT – Small Bar – Silver or Gold Finish
Dimensions: 3/4”H x 5/16”W

LIEUTENANT – Large Bar – Silver or Gold Finish
Dimensions: 3/8”H x 1-1/16”W

CAPTAIN – Small Bar – Gold Finish
Dimensions: 3/4”H x 3/4”W

CAPTAIN – Large Bar – Gold Finish
Dimensions: 1”H x 1”W

ONE STAR – Small – Gold Finish
Dimensions: 3/8”H x 3/4”W

TWO STAR – Small – Gold Finish
Dimensions: 3/8”H x 1-1/2”W

THREE STAR – Small – Gold Finish
Dimensions: 3/8”H x 2-1/4”W

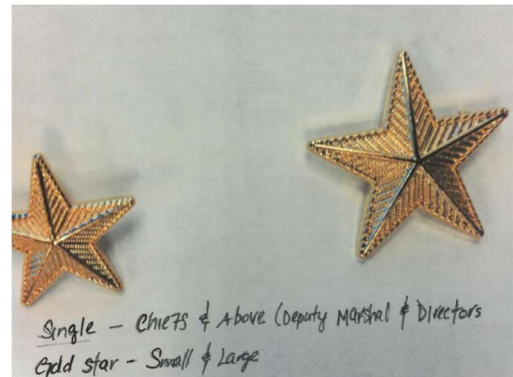
FOUR STAR – Small – Gold Finish
Dimensions: 3/8”H x 3”W

ONE STAR – Large – Gold Finish
Dimension: 1”H x 1”W

TWO STAR – Large – Gold Finish
Dimensions: 1”H x 2”W

THREE STAR – Large – Gold Finish
Dimensions: 1”H x 3”W

FOUR STAR – Large – Gold Finish
Dimensions: 1”H x 4”W



16) NAME PLATE

STYLE

- Reeves #OBGDLS, or Approved Equal.
- Engraved name plate 5/8” high x 2-1/2” wide
- Line 1: Last Name Only



FINISH

Must be available in Silver and Gold

BACKINGS

Pin-back (metal) reinforced tack pin.

17) CLIP, TIE (ALLIGATOR)

TYPE

Alligator Clip, Custom



FINISH

Gold “hammered” finish with Blue enamel lettering – “NYC Buildings”.
Sample will be supplied to awarded vendor

18) TIE, NECK, CLIP-ON

TYPE

Tie, Neck. Clip on. 100% Polyester. Washable.
Textured Finish.

SIZE

Regular - X-Long size.

COLOR

Dark Navy Blue.



19) TIE, NECK, STANDARD SELF-TIE KNOT

TYPE

Tie, Neck. Make your own knot. 100% polyester –
stripe tie. Covona, or Approved Equal.

COLOR:

Blue/Gold/White.



20) HAT, KNIT

TYPE

Yupoong #1535-TH, or Approved Equal.
100% Acrylic (Wool feel). Washable. 3M Thinsulate.

SIZE

Approximately 12” long

COLOR

Navy Blue

EMBROIDERY

Gold “NYC Buildings” logo directly embroidered directly on front of hat, as per sample. Logo size is approximately 4-13/16” x 1”.



21) HAT, BASEBALL

TYPE

- Yupoong #6089DN, or Approved Equal.
- 15% wool/85% acrylic. 6 panel cap with fused buckram sewn into crown. 3-1/2” crown 6 sewn matching eyelets, 8 rows of stitching on visor. Adjustable plastic back.

SIZE

One size fits all, adjustable.

COLOR

Navy Blue Color with green under-visor

EMBROIDERY

Gold “NYC Buildings” Logo directly embroidered directly on front of hat as per sample. Logo size is approximately 4-15/16” x 1-1/16”.



22) HAT, DRESS (WITH CAP DEVICE)

TYPE

- Fireman Style, or Approved Equal.
- Blue dress uniform hat made of quality surge material, with leather sweatband, black visor and eyelet in front for attaching cap device.
- Style – Firefighters blue bell-crown Cap, style 149-G Bell Cap
Material – navy blue polyester serge
Band – Navy Blue
Frame – 2 1/4 black 040 mm thickness

Piping – between the top and the projection is a navy-blue covered metal wire, which holds the round shape of the cap.

Haircloth – each of the four projections will have haircloth behind the outer fabric for firmness to hold the shape of the bell look

Lining – A black acetate lining with plastic pocket sewn to it

Sweatband – 1 1/4 wide perforated reeded sweatband

Visor – shape 59 black, 2” length

Strap – buttons – 1/2” black plastic, silver F.D. buttons

Eyelets – 5 black eyelets, 1 in front for badge and 2 on each side of the projection for ventilation

- Dress Hat includes New York City Seal Cap Device secured to front of hat.
 - o 1 screw back and 1 clutch back
 - o Dimensions: 2-1/8” high x 2” wide
 - o Gold color.

SIZE

6-1/2 to 8-5/8 Plus

COLOR

Blue



23) SHOES, OXFORD, HEAVY-DUTY

TYPE

- Bates - style # E22233 (High Shine Duty Oxford Work Shoes), or Approved Equal

SIZES

- Vendor must be able to supply all manufacturer available sizes.

24) SHOES, OXFORD, HIGH-GLOSS DRESS

TYPE

- Rothco - style # 5055 (Uniform High-Gloss Oxford Dress Shoes), or Approved Equal

SIZES

- Vendor must be able to supply all manufacturer available sizes.

25) BOOTS, SIX-INCH

TYPES

- Timberland Pro - style # TB01164A001 (6-inch, non-steel toed), or Approved Equal.

SIZES

- Vendor must be able to supply all manufacturer available sizes.

MISC - EMBLEM SPECIFICATIONS (For informational Purposes only, applies to all items above that detail requirement of these emblems. Vendor is responsible to provide all emblems, embroideries, etc., where the uniform item calls for it.)

SHIELD EMBLEM

- NYC DEPARTMENT OF BUILDINGS
- Approximate Finished dimensions: 3” round, 100% Embroidered.
- Colors: Yellow and Navy
- Sewn on Left breast on Job Shirts, and Parkas – Outer Shell and Fleece
- As per sample



SHOULDER / SHIELD EMBLEMS

- DEPARTMENT OF BUILDINGS CITY OF NEW YORK
- Approximate Dimensions: 3-3/4” top width x 1-1/2” bottom width x 4” high. 100% Embroidered.
- 4 Colors: Light Blue, Dark Blue, Silver Grey, and Yellow-Gold.
- Sewn on both sleeves on all garments 1” below shoulders.
- As per sample



LARGE BACK EMBLEMS

- Dimensions: 4-1/2" high x 15" wide.
- Darkest navy twill, embroidered border, Gold-Yellow embroidered letters.
- Letters (NYC Buildings):
 - o 2" high x 12" wide.
- 1/2" reflective stripe below letters
- As per sample



MEDIUM EMBLEM

- Dimensions: 2-1/2" high x 5" wide
- Darkest navy twill, embroidered border, Gold-Yellow embroidered letters
- Letters:
 - o Line 1 (NYC Buildings): 1" high, Line 2 (Title): 1/2" high
- As per sample



NAME EMBLEMS

- Dimensions: 2" high x 4" wide.
- Darkest navy twill black, embroidered border, Gold-Yellow embroidered letters.
- Letters approximately 1/2" high.
- Letters according to number of letters in name:
 - o Line 1: Last Name, Line 2: Shield/Badge Number.
- As per sample



SHIRT BREAST EMBLEMS

- Dimensions: 1-3/4" high x 5" wide.
- Twill and embroidered border to match shirt color.
- For Inspectors (Light Blue Shirts):
 - o Dark navy color embroidered letters
- For Supervisors and Above (White Shirts):
 - o Gold-Yellow color embroidered letters
- NYC Buildings, As per sample



ATT: BIDDER

PLEASE RETAIN ON FILE

THE NEW YORK CITY PURCHASE CONTRACT
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF MUNICIPAL SUPPLY SERVICES
MUNICIPAL BUILDING, NEW YORK, N.Y. 10007

PART I
GENERAL DEFINITIONS

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

1. "Agency" is the particular department, board, bureau, office or other City subdivision organizing and supervising procurement; i.e., solely the Department of Citywide Administrative Services.
2. "Agency Chief Contracting Officer" means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the City Chief Procurement Officer; i.e., the Agency Chief Contracting Officer of the Department of Citywide Administrative Services or a delegated representative.
3. "Agency Head" is a term referring to heads of city, county, borough, or other office, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury; i.e., the Agency Head of the Department of Citywide Administrative Services or a delegated representative.
4. "Blanket Order" is a purchase order issued to a vendor by an agency with a "not to exceed" amount and without specific quantities and delivery dates. This enables the agency to make purchases at different times and in varying amounts from a requirement contract by means of shipping instructions, the total expenditures not to exceed the amount of the blanket order.
5. "City" is the City of New York.
6. "City Chief Procurement Officer" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the Agency Chief Contracting Officers (ACCO) and any offices which have oversight responsibility for the procurement of construction, computer and computer services.

7. "Commissioner" means the Commissioner of the Department of Citywide Administrative Services of the City of New York or any Deputy or Assistant Commissioner who has been delegated authority.
8. "Comptroller" means the Comptroller of the City.
9. "Contract" includes the bid book, the invitation for bids, these general definitions, the instructions to bidders, the general conditions, the special conditions, the affirmations, the bid and schedule of quantities and prices, the drawings and specifications, the Budget Director's Certificate when applicable, any special instructions to bidders, together with all addenda, change orders or modifications, all provisions required by law to be inserted in this Contract whether actually inserted or not, purchase order or notice of award, performance and payment bonds when required, and notice to proceed with work, when applicable.
10. "Date of Contract Award" shall be the date of Notice of Award, if issued, or otherwise the perforated date of Purchase Order.
11. "Department" means the Department of Citywide Administrative Services, City of New York.
12. "Division" means the Division of Municipal Supply Services, Department of Citywide Administrative Services.
13. "Goods" are the subject matter of this contract and include but are not limited to supplies, articles, commodities, equipment, materials, merchandise or wares, together with any labor, services or other work necessary for performance of the Contract.
14. "Law" or "Laws" shall include but not be limited to the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.
15. "Schedule" is the contract schedule of quantities, prices, specifications and descriptions contained in the Bid document.
16. "Seller," "Supplier," "Contractor," "Vendor" or "Bidder" is the person, firm or corporation awarded this Contract and obligated to furnish and deliver the Goods to the City in accordance with all the terms and conditions of the Contract.
17. "Time of Performance" means the specific time or times indicated in the Contract at which or within which delivery or other performance is to be completed.

PART II
STANDARD INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR GOODS ISSUED BY THE DIVISION OF MUNICIPAL SUPPLY SERVICES. THE DIVISION OF MUNICIPAL SUPPLY SERVICES MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE BID BOOK, THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE SCHEDULE.

1. CONTRACT - INTERPRETATION AND EXAMINATION

- 1.1 Request for Interpretation or Correction. Prospective bidders must examine the Contract Documents carefully and before bidding must request the Agency Chief Contracting Officer 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 Agency Chief Contracting Officer may decide to include, will be issued in writing by the Agency Chief Contracting Officer as an addendum to the contract, which will be sent by mail or delivered to, and acknowledged by, each person recorded as having received a copy of the contract documents from the Contract Clerk, and which 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.

Only the written interpretation or correction given by the Agency Chief Contracting Officer is 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.

- 1.2 The documents, samples, and any other elements comprising this Contract are intended mutually to explain and complement one another. Any factual conflicts between or among the separate elements, any errors or omissions, or any doubt as to the requirements of this Contract shall be resolved or corrected in writing by the Agency Chief Contracting Officer. The Seller shall have no power unilaterally to make any such resolutions or corrections. Such resolutions or corrections by the Agency Chief Contracting Officer shall be final and conclusive upon the Seller. If Seller fails to bring any conflict, error, or omission to the attention of the Agency Chief Contracting Officer prior to submission of its bid, Seller shall be deemed to have contracted to produce the goods and perform the work in the most expensive manner using only the best material and workmanship.

- 1.3 Priority of Documents in the Bid. Should there be conflicting provisions in the documents of this contract the order of precedence shall be: (1) Schedule of Quantities, (2) Specifications, (3) Drawings, (4) Special Instructions, (5) General Conditions and (6) Standard Instructions.

When there is a variation in the description of an item, between the specification, sample, or catalog or model number, the description contained in the specification section of these documents will prevail. If description and drawings conflict, the drawings shall prevail.

Drawings or samples, even though approved subsequent to the award, shall not be deemed a waiver or modification of the specifications unless this Contract has been modified as provided in Section 9 of the General Conditions (Part III).

2. BIDS

- 2.1 Form of Bid. All bids shall be submitted on forms furnished by the City. Such forms, and envelopes in which to submit bids, may be obtained at the place designated in the advertisement. No alteration, erasure or addition is to be made to the typewritten or printed matter of the bid documents. Such changes shall be of no force and effect and may be grounds for rejection of the bid.
- 2.2 Submission of Bids. A bid will not be accepted if it is received in the Division of Municipal Supply Services after the time scheduled for the opening. This applies to bids sent by mail as well as to those delivered by hand. If a vendor chooses to use special delivery service it will be the responsibility of the vendor to ensure that the bid is delivered directly to the Division of Municipal Supply Services' Bid Room. Bids must indicate on the outside envelope the bid number and bid opening date; otherwise the bid will not be accepted and will not be opened.
- 2.3 Prices, Extensions and Discounts.
- (a) The Bidder shall insert against each item which it proposes to furnish and deliver the price per stated unit and the extensions. In the event of a discrepancy between the unit price and the extension, the unit price will govern. If discount bids are requested, and there is an error in the extension of the total, the discount offered will govern.
- (b) Cash discounts will not be considered in determining the low bidder.
- 2.4 Sales, Excise and Federal Transportation Taxes. Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. The price bid, whether computed as a net unit price or based upon a trade discount from catalog list prices, must be exclusive of taxes and will be so

construed. The purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

- 2.5 Delivery Charges. All prices bid must be on the basis of F.O.B. delivery point, unloaded, inside and assembled unless otherwise indicated in this Contract.
- 2.6 Containers and Reels. All containers and reels shall become the property of the City unless otherwise specified. When containers or reels are returnable, they will be returned at the Seller's expense; otherwise they will be paid for by the City at the rate agreed upon in this Contract.
- 2.7 Manufacturers' Warranties and Guaranties. Unless otherwise indicated in this Contract, the Seller shall issue or obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.
- 2.8 Variable Quantities and Delivery Points. The quantities and delivery points set forth in this Contract will be subject to one of the following variations which will be indicated in the Bid Book.
- (a) Type "A" Contract. The Agency Chief Contracting Officer during the term of this Contract may increase or decrease the quantity of any item or class; however, any contract increases which cumulatively exceed the greater of ten percent (10%) of the total cost of this contract or \$100,000 must be approved in writing by the City Chief Procurement Officer. Delivery points are limited to those indicated in the Bid Book unless modified by mutual agreement of the parties.
 - (b) Type "B" Contract. The Agency Chief Contracting Officer reserves the right, during the term of this Contract, to order such quantities for such delivery points and under such conditions as may be indicated in the Bid Book. Unless otherwise indicated in the Bid Book, the City may order up to 100% more of the base quantity set forth in the bid.
 - (c) Type "C" Contract: (Requirement Contract). A requirement contract is a contract for an indefinite amount of goods to be furnished at specified times, or as ordered, that establishes unit prices, usually of a fixed price type. Generally, an approximate quantity or the best information available as to quantity is stated in the solicitation. The contract may provide a minimum quantity the City is obligated to order and may also provide for a maximum quantity provision that limits the City's obligation to order. The Agency Chief Contracting Officer may, with the consent of Seller, extend the term of this Contract up to an additional 120 days.

2.9 Proprietary Information/Trade Secrets.

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

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids 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.

3. BIDDER QUALIFICATIONS

3.1 Evidence of Ability.

- (a) Before or after making an award of contract, the City reserves the right to inspect the premises where Goods are manufactured, prepared or stored. When the source of production is outside the City of New York, the Agency Chief Contracting Officer may demand the submission of satisfactory evidence that the Goods proposed for delivery are in every respect what they are represented to be.
- (b) The Bidder shall, upon request, submit evidence that will prove to the satisfaction of the Agency Chief Contracting Officer that it is qualified and able to furnish the Goods on which it bids and deliver them in the manner and time specified. It shall also furnish evidence that it has secured the necessary licenses, permits or certificates, required by any legislative or regulatory body having jurisdiction, to carry on the business of furnishing the Goods on which the bid was submitted.
- (c) If the evidence required in paragraphs (a) and (b) of this sub-section is not furnished, or if, upon examination of such evidence or other inspection of the plant or premises, it is found that the Bidder does not comply with the requirements set forth in this Contract, the Agency Chief Contracting Officer shall have the right to reject the bid in whole or in part. Should the non-compliance be discovered after the award is made, the Agency Chief Contracting Officer shall have the right to cancel and terminate this Contract and/or declare the Seller in default, in addition to any other remedies provided

by contract or at law or equity.

- (d) In addition to any other requirement of this Contract, the Agency Chief Contracting Officer may request the Bidder to submit a sworn statement or submit to an oral examination setting forth such information as may be deemed necessary by the Agency Chief Contracting Officer to determine the Bidder's ability and responsibility to perform the work and supply the Goods in accordance with the Contract.

3.2 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 Chief Contracting Officer may reject the bid.

3.3 Examination before Award. The City reserves the right, before making an award, to conduct examinations to determine whether or not the Goods proposed to be furnished meet the requirements set forth in the Contract. If any such examination shows that the Contract requirements are not complied with, or that Goods proposed to be furnished do not meet the requirements called for, the Agency Chief Contracting Officer may reject such bid, and may award the Contract to the lowest responsible Bidder. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City to make any examinations before awarding a Contract. It is further understood that the making or waiving of any such examination in no way relieves the Seller from fulfilling all requirements and conditions of this Contract.

4. SPECIFICATIONS AND SAMPLES

4.1 Specifications and "Or Equal" Bidding. Written specifications may be used to describe the Goods required. The Bidder must comply with all material requirements of the specifications. When the name of a manufacturer, a brand name, manufacturer's catalog number, or "as per sample" is used as the bid standard along with salient characteristics in describing an item followed by "or equal," this description is used to indicate quality, performance and other essential characteristics of the Goods required. If bidding on make, model, brand or sample specified, the words "or equal" should be stricken out by the Bidder. All bidders are presumed to be bidding on the make, model, brand or sample specified unless they submit, either on the line provided therefor, or in a letter attached to the bid, all of the following: manufacturer's name, catalog number and any other information necessary to prove that an intended substitution of Goods is equal in

all essential respects to the bid standard. The Bidder must prove to the satisfaction of the Agency Chief Contracting Officer that its designated substitute is equal to the bid standard and salient characteristics in all material respects; otherwise, its bid will be rejected. The City reserves the right to consider material, characteristics which it, in its sole discretion, deems intrinsic to the nature of the product even though such characteristic has not been listed as salient.

Whenever Goods are indicated in the specifications or schedules by a catalog description, or by a trademark or trade name or by the name of any particular patentee, manufacturer, or dealer, such description shall mean the Goods indicated or any equal thereto in all essential respects as shall be determined by the City, except when the Goods are purchased according to an Acceptable Brands List or are indicated as brand specific only, no equal will be accepted.

- 4.2 Unused Goods. Unless specifically noted in this Contract, all Goods must be new and unused, however, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein.
- 4.3 Submission of Samples, Pilot Models and Drawings. Samples and descriptive literature shall not be submitted unless expressly requested elsewhere in the contract or contract documents. Any unsolicited 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. When samples, pilot models or drawings are requested from the Bidder or required by this Contract, they shall be delivered by the Bidder, properly identified, within fifteen (15) calendar days of the request unless this Contract indicates a different time. If the Bidder fails to deliver the same in a timely manner, the Agency Chief Contracting Officer shall have the right to deem the bid non-responsive or to cancel and terminate the contract.

Samples, drawings and pilot models requested by the City shall be submitted to the 18th floor, Municipal Building, New York, New York 10007, unless some other place is indicated. Samples, drawings and pilot models shall be submitted free of charge.

- (a) Samples and Pilot Models. If in the judgment of the City the sample or pilot model submitted is not in accordance with the requirements prescribed in the bid documents, the City may reject the bid. If an award has been made, the City may cancel the contract at the expense of the Seller.
- A sample or pilot model may be held by the City during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample or pilot model shall be removed by the Bidder at the Bidder's expense within thirty (30) days of written request by the City. If Bidder fails to remove them within the thirty (30) day

period, then the sample or pilot model shall become the sole property of the City and the City shall have the right to dispose of them at no cost or liability to the City and the Bidder shall have no right of action for damages or any right to an accounting therefor. The City will not be responsible for any samples or pilot models which are destroyed or damaged by examination.

- (b) Drawings and Plans. Approval by the Agency Chief Contracting Officer of drawings and/or plans of details for any Goods or installation will not relieve the Seller from its responsibility for furnishing the Goods or installation of proper dimensions, size, quantity and quality to efficiently perform the work and carry out the requirements and intent of the layout of descriptive drawings forming a part of the bid documents. Such approval shall not relieve the Seller from responsibility for design or other errors of any sort in the drawings or plans.

Drawings, plans and copies thereof prepared by Seller specifically in the performance of this Contract shall be submitted to the City prior to payment and shall become the property of the City for use by the City in any manner whatsoever, without further compensation, including as specifications for future bids and contracts. Unless otherwise provided in this Contract, Seller also retains a proprietary interest in any such drawings and plans.

- 4.4 Acceptable Brands List. When Goods are purchased under an "Acceptable Brands List," the Agency Chief Contracting Officer reserves the right, before or after the award, to call for samples and s/he may remove any brand from the "Acceptable Brands List" which has been found to have changed in quality since the date on which the list was compiled. If such change is discovered prior to this award, the bid may be rejected; if the change takes place or is discovered after this Contract has been awarded, this Contract may be considered breached by the Seller.

5. AWARD

- 5.1 Item and Class Awards. Awards may be made by item or class in the interest of the City as determined by the Agency Chief Contracting Officer. When class bids are indicated in the Contract, the Bidder must bid on each item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise the bid for the class will be construed as incomplete and may be rejected. The Agency Chief Contracting Officer, nevertheless, reserves the right to delete an item(s) from a class and award the remaining items on a class basis, in the interest of the City. When a class bid shows evidence of unbalanced bid prices, such bid may be rejected.

5.2 Mistake in Bids:

(a) Mistakes 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 5.8, below.

(b) Mistakes Discovered Before Award

1. In accordance with Chapter Three, Section 3-02(m) of the Procurement Policy Board 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 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.

5.3 Rejection of Bids:

(a) Rejection of Individual Bids. The Agency may reject a bid if:

1. The bidder fails to furnish any of the information required pursuant to Division of Labor Services or Vendex requirements hereof; or if
2. The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
3. The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
4. The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus 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 bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(c) Rejection of All Bids and Negotiation With All Responsible Bidders. The Agency Head may determine that it is appropriate to cancel the Invitation for Bids after bid opening and before award and to complete the acquisition by negotiation pursuant to applicable PPB rules.

5.4 "Foreign" Goods. If a Bidder proposes to furnish any item which is not produced, fabricated or processed in the United States or its territorial possessions, it must write the word "foreign" and the country of origin of such item in the Bid Book, and failure to do such may be a ground for rejection of such Goods. Unless the designated standard is of foreign origin, failure on the part of the Bidder to designate an item as foreign will be construed to indicate that the item offered is domestic.

5.5 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 the Invitation For Bids, 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.
- 5.6 Alternate Products. A Bidder may not bid multiple products for one bid item. If a Bidder offers more than one, only the lowest price offering will be considered. If the price offerings are identical, only the first item listed will be considered.
- 5.7 Waiving Informalities. The Agency Chief Contracting Officer reserves the right to waive any informality, technicalities, irregularities and omissions in a bid when the Agency Chief Contracting Officer deems such waiver to be in the interest of the City.
- 5.8 Pre-Opening Modification or Withdrawal of Bids. Bids may be modified or withdrawn by written notice received in the office designated in the contract for receipt of bids, before the time and date set for the bid opening. A telegraphic, mailgram or facsimile withdrawal shall be effective provided it was received in the manner set forth in Section 3-02(j) of the Procurement Policy Board Rules. If a bid is withdrawn in accordance with this section, the bid security, if any, shall be returned to the bidder.
- 5.9 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.
- 5.10 Bid Evaluation and Award. In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions contained herein, this contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price or award to other than the lowest responsible bidder pursuant to Section 3-02(o) of the PPB Rules. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restrictions. No negotiations with any bidder shall be allowed to take place except

under the circumstances and in the manner set forth in the Procurement Policy Board Rules. Nothing in the rule shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids if that bid is not also the most favorable bid.

- 5.11 Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award. The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to Chapter 2, Sections 2-07, 2-08 and 2-10 of the Procurement Policy Board Rules.

PART III GENERAL CONDITIONS

1. PERFORMANCE

The Seller shall furnish and deliver the Goods in the manner and to the destination and within the delivery time herein specified. The Seller shall accept as full compensation therefor the sums set forth opposite the respective Goods called for in the Bid Book, which sums are amounts at which the Contract was awarded to the Seller at the letting thereof.

2. TIME OF PERFORMANCE

- 2.1 Extending Time of Performance. The Time of Performance may be extended in either of the following ways:
- (a) If the performance of the Seller is delayed by an act or omission of the City, the Seller shall be allowed a reasonable extension in the Time of Performance, and no claim for the delay or damages resulting therefrom shall be made by or allowed to the Seller.
 - (b) If the performance of the Seller is delayed for any other cause beyond the control of either party, an extension of time may be granted by the Agency Chief Contracting Officer solely at his/her discretion. The Seller shall not be responsible for delay resulting from its failure to deliver if neither the fault nor negligence of the Seller, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies or other similar cause beyond the control of the Seller, or to strikes, fires or floods, including strikes, fires or floods affecting its subcontractors or materialmen where no alternate source of supply is available to the Seller. Should such excusable delay inconvenience the City by creating an emergency thus necessitating the purchase of the Goods involved elsewhere, which necessity shall be conclusively determined by the Agency Chief Contracting

Officer, the Agency Chief Contracting Officer shall have the right to purchase such Goods elsewhere without liability to the Seller. To the extent such purchases are made, the City shall be relieved of the obligation to purchase the Goods from the Seller and the Seller shall be relieved of the obligation to furnish such Goods to the City.

- 2.2 Application. Upon written application by the contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause. The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.
- 2.3 Non-Waiver. The delivery and acceptance of any Goods after the Time of Performance shall not be deemed a waiver of the right of the Agency Chief Contracting Officer to terminate this Contract or to require the delivery of any undelivered Goods in accordance with this Contract or any other remedy whether contractual or otherwise stated in law or in equity.

3. TERMS AND CONDITIONS OF PERFORMANCE

- 3.1 Competent Workers. The Seller shall employ only competent workers in the performance of this Contract. The Seller's performance of this Contract, or of any other work, shall not cause or result in a suspension of, delay in, or strike upon the work to be performed hereunder by any of the trades working hereon or on any other contracts with the City. If, in the opinion of the Agency Chief Contracting Officer, the Seller violates such obligation, the Agency Chief Contracting Officer, in his/her sole discretion and at his/her option, may either demand that any incompetent workers be replaced and not again employed in the performance of this Contract, which demand shall be complied with by the Seller, or may, upon notification to the Seller, consider the Seller in default.
- 3.2 Unsatisfactory Performance. If, in the opinion of the Agency Chief Contracting Officer, either the Seller's performance is unsatisfactory or is not being carried out with due diligence, the Seller shall immediately remedy such performance. Failure of the Seller to so conform will be deemed a material breach of this Contract.
- 3.3 Substitution of Goods. In the event a specified manufacturer's commodity listed in the Seller's bid document becomes unavailable or cannot be supplied to the City by the Seller for any reason (except as provided for in 2.1(b) above) a product deemed by the Agency Chief Contracting Officer to be the equal of the specified commodity must be substituted by the Seller at no additional cost or expense to the City.
- 3.4 Purchase Order Binding When Mailed. Unless terminated or cancelled by the Agency Chief Contracting Officer pursuant to the authority vested in him/her, purchase orders

shall be effective and binding upon the Seller when placed in the mail prior to the termination of the contract period, addressed to the Seller at the address shown on the award.

- 3.5 Termination or Suspension of Contract. Where the Agency Chief Contracting Officer deems it to be in the interest of the City, the Agency Chief Contracting Officer may terminate or suspend the performance of this Contract in whole or in part, for the convenience of the City.

4. DELIVERY

- 4.1 Notice to Seller to Deliver. No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in this Contract. Such order or shipping instruction will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing. If an urgent delivery is required within a shorter period than the delivery time specified in this Contract and if the Seller is unable to comply therewith, the Agency Chief Contracting Officer reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Seller.
- 4.2 Delivery Time. Unless otherwise stipulated in this Contract, delivery shall be made between 9 a.m. and 4 p.m., Monday to Friday inclusive. However, on Goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Agency and the City's inspector shall govern. If, in calculating the number of days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than the next succeeding business day.
- 4.3 Seller's Advice of Manufacture or Delivery. The Seller shall notify the Agency at least twenty-four (24) hours in advance of delivery.

5. INSPECTION

- 5.1 Right to Inspect. The City shall have the right to inspect the Goods at the point or points of delivery. The City reserves the right to make additional inspection(s) at the plant of the manufacturer, packer or Seller or its supplier(s). The exercise by the City of the right of inspection shall in no way be deemed a waiver by the City of any right later to reject, revoke acceptance, or recover damages for Goods accepted which are not in fact free from patent or latent defects, or of the Seller's obligation to deliver conforming Goods.
- 5.2 Removal of Non-Conforming Goods. The Seller shall remove any non-conforming Goods or part thereof at Seller's own expense within a reasonable time not to exceed

thirty (30) days after notification of any rejection or revocation of acceptance. The City shall have the right to dispose of rejected Goods left longer than thirty (30) days at no cost or liability to the City and the Seller shall have no right of action for damages or any right to an accounting therefor.

- 5.3 No Obligation to Minimize Seller's Damage. The City shall be under no obligation to sell or resell any rejected Goods, whether perishable or non-perishable or whether or not such Goods are threatened to or do depreciate in value, in order to minimize the Seller's damages.
- 5.4 Costs of Additional Inspections. The Seller shall bear the reasonable cost of all further inspections required by reason of any rejection or revocation of acceptance.
- 5.5 Risk of Loss. Title and risk of loss shall not pass from the Seller to the City until the Goods have been received by the ordering Agency and accepted by the City. Mere acknowledgment by Agency personnel of the delivery or receipt of goods (as in a signed bill of lading) shall not be deemed or construed as acceptance of the Goods received. The Seller bears the risk of loss of all Goods until inspected and accepted; if acceptance is revoked the Seller bears the risk of loss thereafter.
- 5.6 Right to Cure. Any right of the Seller to "cure," as defined in the New York Uniform Commercial Code, shall be employed by the Seller within a reasonable time. Such reasonable time as determined by the Agency Chief Contracting Officer shall be conclusive on the Seller.

6. NON-DELIVERY AND REJECTIONS

- 6.1 Rejected Goods. The City may withhold or revoke acceptance of or reject any Goods which are found, upon examination, not to conform to the terms of this Contract. With respect to food and drugs, no written notice of rejection need be given, whereas in all other instances such notice will be in writing.
- 6.2 Labels. All Goods which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer. Failure to comply with this requirement may be considered sufficient cause for rejection.

When a label or marking is required by any regulatory agency, it must be affixed to all Goods delivered under this Contract.

- 6.3 Health Regulations. Any food, drug or other Goods which are found to be unwholesome or otherwise unfit for human consumption or use, shall not be removed by the Seller until examined by the appropriate public authorities. If condemned, such Goods shall be disposed of by the Seller in accordance with the rules and regulations of the appropriate public authorities.

Should the Seller fail to make disposal within twenty-four (24) hours after appropriate orders to do so, the City may make such disposal and charge the Seller for the cost involved.

6.4 Liquidated Damages - Delayed or Defaulted Deliveries.

- (a) It is not the intention of the City to assess liquidated damages unless they are specifically provided for in this Contract.
- (b) Where the "Cover" provision of subsection 6.5 hereinbelow is invoked, the liquidated damages will be assessed as provided therein and will be calculated from the original delivery due date to the date delivery is due from the new Seller.

6.5 Cover (Buying Against Contract).

- (a) If the Seller fails to perform in accordance with this Contract, the Agency Chief Contracting Officer may obtain such Goods or any part thereof from other sources with or without public letting, as s/he may deem advisable, and, with no obligation to Seller to mitigate damages. If the price paid in obtaining the goods from other sources is greater than this Contract's price, the difference, plus the reletting cost and the liquidated damages, if any, will be charged against the Seller. If such price is less, the Seller shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Seller.
- (b) The reletting cost is hereby determined to be two hundred and fifty (\$250) dollars.

6.6 Collection of Charges. All charges becoming due under the provisions of subsection 6.4 hereinabove "Liquidated Damages - Delayed or Defaulted Deliveries" and subsection 6.5 hereinabove "Cover" shall be deducted from current obligations that are due or may become due to the Seller. In the event that collection is not made as provided above, the Seller shall pay to the City on demand the amount of such charges.

7. PAYMENTS

7.1 Weights and Measures. All weights and measures called for shall be net and shall be determined at the point of delivery unless the Bid Book indicates otherwise.

7.2 Payments

- (a) It is the policy of the City to process contract payments efficiently and

expeditiously to assure payment in a timely manner to firms and organizations who do business with the City.

- (b) Payments will be made for the net number of conforming units accepted at the price bid per unit. Proper invoices, when submitted, will be payable within thirty (30) days after either receipt of invoice(s) or acceptance of the Goods, whichever date is later. When periodic deliveries are made during the month, such invoices will be payable within thirty (30) days after either the end of the month or the receipt of invoices or acceptance of the Goods, whichever date is latest.
- (c) If public necessity requires the use of any Goods which are subsequently found not to comply with the specification requirements, and if no definite deductions are prescribed, the City will make such deductions as it shall determine to be reasonable.
- (d) In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Agency Chief Contracting Officer. Should the amount withheld be finally paid, a cash discount for prompt payment originally offered may be taken by the City as if no delay in payment had occurred.
- (e) Any claim by or on behalf of the City against the Seller may be deducted by the City from any money due the Seller. If no such deduction or only a partial deduction is made in such fashion the Seller shall pay to the City the amount of such claim or the portion of the claim still outstanding, on demand.

7.3 Prompt Payment

The Prompt Payment provisions set forth in Chapter 4, Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made by New York City agencies only under this contract. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in subdivisions c(3) and d(3), (4), (5) and (6) of Section 4-06 of the Rules.

The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Municipal Law §3-a.

Pursuant to the Prompt Payment provisions of the Procurement Policy Board Rules, the

Division may designate this contract and the items specified herein as subject to a longer acceptance period to afford a practicable opportunity for testing, installation and inspection. For purposes of vendor payment in such case, the actual date of acceptance by the Division's Bureau of Quality Assurance shall substitute for the Invoice Received/Acceptance Date (IRA Date).

8. FINAL PAYMENT-ESTOPPEL

- 8.1 Acceptance by Seller is Release. Except for the Seller's right to claim any sums retained by the City under the maintenance or guarantee provisions of this Contract, the acceptance by the Seller, or any person claiming under Seller, of the final payment, whether such payment be made pursuant to any order or judgment of any Court or otherwise, shall constitute and operate as a release to the City from all claims of and liability to the Seller, its representatives or assigns for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, omission, neglect or default on the part of the City or any of its officers, agents or employees.
- 8.2 No Interest Allowed. No interest shall be allowed on the amount certified, or audited, by the City as the final payment or on any part thereof which the City is ready and willing to pay, except as provided in subsection 7.3 herein above.
- 8.3 City Not Estopped. Neither the City, nor any department, or officer or employee thereof, shall be precluded or estopped by any return or certificate made or given by any officer, inspector, employee, agent or appointee of the City, or under any provision of this Contract, from showing at any time, either before or after the complete performance and acceptance of the performance of this Contract and the last payment hereunder, the actual quantity and nature of the Goods delivered by the Seller, or any person under this Contract; or from showing at any time that any certificate upon which the payment is made for any or all of the Goods is untrue or incorrect, or improperly made in any particular, or that the Goods or any part thereof delivered by the Seller do not conform to this Contract. The City shall have the right to demand and recover from the Seller such damages as it may suffer by reason of Seller's failure to comply with this Contract notwithstanding any return or certificate and payment in accordance therewith, signed by any official of the City, and such right of the City shall include recovery for any payment made for any or all of the Goods delivered and accepted.
- 8.4 Statement of Claim. Seller, however, shall not be barred from commencing an action for breach of contract under this provision provided that a detailed and verified statement of claim is served upon the contracting agency and Comptroller not later than forty (40) days after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items. Should the provisions of this subsection conflict with those of Section 12, the provisions of Section 12 shall control.

9. MODIFICATION

- 9.1 Waiver. Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing by the City as required and attached to the original Contract.
- 9.2 Contract Changes. Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Vendors deviating from the requirements of an original purchase order or contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract.

Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work. Contract changes may include any contract revision deemed necessary by the Contracting Officer.

The contractor shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the contractor will be entitled to an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract; (iii) by time and material record; and/or (iv) in any other manner approved by the City Chief Procurement Officer.

Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by post audit. If the post-audit reveals that the contractor's costs for the change order work were inaccurately stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

Except in the case of requirement contracts, any contract increases which cumulatively exceed the greater of 10% or \$100,000 must be approved in writing by the City Chief Procurement Officer. Any contract amendment which either amends a unit price, cancels required units, or adds a new type of unit item to contract must be approved in writing by the Agency Chief Contracting Officer.

- 9.3 Price Adjustments for Type "C" Requirement Contracts. Where a requirement contract

contains price adjustment provisions, contract changes shall be made in accordance with those provisions. Where no price adjustment provisions are specified, the City may seek a price decrease where there is evidence that market pricing is lower than contract pricing. If a vendor does not agree to the price adjustment, in addition to any other remedy of the City under this contract, the City may terminate the contract with ninety (90) days' written notice.

9.4 Pricing.

- A. The Contractor shall whenever requested by the Commissioner 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 and 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 of 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 any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.
- E. If the City finds that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (a) The Contractor was a sole source supplier or otherwise in a superior bargaining position and thus the price of the Contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted;
 - (b) The City should have known that the cost or pricing data in issue were defective even though the contractor took no affirmative action to bring the character of the data to the attention of the City;
 - (c) The Contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

10. ASSIGNMENT

- 10.1 **Written Consent Required.** The Seller shall not assign, transfer, convey, sublet or in any other way dispose of this Contract or any part thereof, or assign any of the monies due or to become due under the Contract, without previous written consent of the Agency Chief Contracting Officer endorsed upon or attached to copies of this Contract. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- 10.2 **Contract Voidable.** If the Seller shall, without the previous written consent of the Agency Chief Contracting Officer, assign, transfer, convey, sublet or otherwise dispose of this Contract to any person, firm or corporation, this Contract may be revoked and annulled and be held void at the sole discretion of the Agency Chief Contracting Officer, and the City shall thereupon be relieved and discharged from any and all liabilities and obligations to the Seller growing out of this Contract, and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Seller for the benefit of its creditors made pursuant to the statutes of the State of New York.

11. COMPLIANCE WITH LAWS AND INDEMNIFICATION

- 11.1 **Compliance with Laws.** The Seller shall comply with all local, State and Federal laws, and rules and regulations.
- 11.2 This Contract is subject to applicable provisions of Federal, State and Local Laws and Executive Orders requiring affirmative action and equal employment opportunity.
- 11.3 **Safe Working Conditions.** The Seller shall maintain safe working conditions during the performance of this Contract. Failure to maintain such conditions constitutes a breach of a material provision of this Contract.
- 11.4 **Seller Indemnification.** The Seller shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Seller and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Contract or of the laws. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Seller, the City shall be partially indemnified by the Seller to the fullest extent permitted by law.

12. PERIOD OF LIMITATION

No action shall lie or be maintained against the City upon any claim arising out of this Contract unless such action be commenced within one (1) year from acceptance of final payment, termination of contract or accrual of cause of action, whichever is earlier.

13. INFRINGEMENT - VENDOR WARRANTY

The Seller shall deliver the Goods specified free from the claim of any third party by way of infringement including but not limited to patent, copyright, trade secrets, or the like. The submission of a bid is deemed to be a warranty by the Seller that Seller has inspected the specifications and has determined that no claim of any third party by way of infringement or otherwise will result from compliance with the specifications. The Seller shall indemnify and hold the City harmless against any such claim regardless of whether or not the infringement arises out of compliance with the specifications. The City may retain any funds due or to become due to the Seller sufficient to meet all claims arising from such infringements. The sufficiency of such amount shall be conclusively determined by the Comptroller.

14. AUDIT BY THE DEPARTMENT, AGENCY AND CITY

- 14.1 Invoices Subject to Audit. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the Department, Agency and the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.
- 14.2 Submission of Records. The Seller shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Department, Agency and the Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department, Agency and the Comptroller as they consider necessary.
- 14.3 Final Payment. The Seller shall not be entitled to final payment under this Contract until all requirements have been satisfactorily met.

15. DEFAULT

Agency Chief Contracting Officer's Right to Declare Seller in Default. In addition to any other remedy provided to the City pursuant to this Contract, the Agency Chief Contracting Officer shall have the right to declare the Seller in default if Seller fails to provide the Goods in accordance with any provisions of this Contract, including but not limited to the specifications, the delivery schedule, or

other conditions of performance.

16. REGISTRATION OF CONTRACTS

- 16.1 Office of Comptroller. With the exception of a requirement contract, this Contract shall not be binding or of any force unless it has been registered on the books of the Office of the Comptroller, indicating that there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing this Contract.
- 16.2 Requirement Contract. All requirement contracts shall be registered with the Comptroller without an appropriation or identification of a fund applicable thereto.

17. COMMUNICATIONS

All communications addressed to the Seller and delivered at Seller's residence or place of business as given in Seller's bid, or deposited so addressed in a postpaid wrapper in any post office regularly maintained by the Post Office Department, shall be sufficient service thereof upon the Seller for the purposes of this Contract. The place so designated may be changed only by a writing executed and acknowledged by the Seller and delivered to the Agency Chief Contracting Officer. Personal service of communications upon the Seller shall not be precluded or rendered inoperative by any provision of this Contract.

18. INCREASE OR REDUCTION OF QUANTITIES

The City reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the bid documents with the approval of the lowest responsible bidder.

The unit prices shall not vary notwithstanding any increase or reduction in the quantities to be delivered hereunder, and no claims for damages shall be made by or allowed to the Seller by reason of such increase or reduction, except that when a trade discount bid is based on quantities or totals, prices will vary in accordance with the trade discounts bid herein, on which basis this Contract is awarded, or unless otherwise authorized by this Contract.

19. APPROVALS AND CERTIFICATIONS

- 19.1 Approvals. This Contract shall be neither binding nor effective unless:
- (a) Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975, in the event the Executive Order requires such approval;

- (b) Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan, if required;

19.2 Approvals Not in Lieu of Other Requirements.

The requirements of this Section of this Contract shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City Funds.

20. ANTITRUST

The Seller hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular Goods or services purchased or procured by the City under this Contract.

21. SEVERABILITY AND HEADINGS

The clauses and provisions of this Contract are intended to be severable. The unconstitutionality or unconscionability of any term, clause or provision shall in no way defeat the effect of any other term, clause or provision. Section and other headings are inserted for convenience only and shall not be used in any way to construe the terms of this Contract.

22. CONFLICT OF LAWS

All disputes which involve this Contract shall be governed by the laws of the State of New York.

23. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

23.1 Law of New York State. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Seller, and shall be governed by and construed in accordance with the laws of the State of New York.

23.2 Venue in City. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, the Seller agrees:

- (a) If the City initiates any action against the Seller in Federal Court or in New York State Court, service of process may be made on the Seller either in person, wherever the Seller may be found, or by registered mail addressed to the Seller

at its address as set forth in this Contract, or to such other address as the Seller may provide to the City in writing in accordance with this Contract.

- (b) A summons in any action arising out of this Contract may issue from any Court of the State of New York having jurisdiction of the subject matter and service of the summons and complaint against the Seller, served as herein provided, shall be deemed personal service upon the Seller within the State of New York if a copy of each is sent by certified mail addressed to the Seller at the place stated in this Contract, or if such address has been changed pursuant to Section 18, to such changed address.
- (c) Within thirty (30) days after the date of mailing, a copy of the summons and complaint shall be filed with the clerk of the Court in which the action is pending, along with the mailing receipt issued by the Post Office or the affidavit of any officer or employee of the City showing that the summons and complaint were mailed as herein provided. Service shall be complete ten (10) days after such papers are filed.
- (d) With respect to any action between the City and the Seller in New York State Court, the Seller hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
- (e) With respect to any action between the City and the Seller in Federal Court located in New York City, the Seller expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
- (f) If the Seller commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Seller shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Seller shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in New York City.

23.3 Unenforceable Provision. If any provision(s) of this Section is (are) held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

24. EMERGENCY

24.1 Suspension or Termination. Whenever, in the opinion of the Agency Chief Contracting

Officer, an emergency situation arises during the performance of this Contract, the Agency Chief Contracting Officer may either suspend or terminate this Contract in whole or in part without liability being incurred by either the City or the Seller.

- 24.2 Right to Purchase Goods. Pursuant to such decision by the Agency Chief Contracting Officer, where this Contract is terminated in whole or in part, the Agency Chief Contracting Officer may purchase such Goods the delivery of which has been cancelled (in replacement for those called for in this Contract).

25. VENDOR INTEGRITY

The Seller agrees that in the event the Seller or any of its principals or officers are indicted for or otherwise charged with any crime or become the subject of any anti-trust action related to the conduct of the business of the Seller or the award of or performance under any contract or agreement with a government entity or if any supervisory employee of the Seller is indicted based upon facts arising out of the award of or affecting performance under this Contract then the Agency Chief Contracting Officer, in his/her sole discretion, may terminate this Contract by notifying Seller, in writing. In the event of termination of this Contract, the Seller shall not be entitled to any damages or payments for Goods not delivered by date of termination.

26. VENDOR GUARANTEE

The Seller guarantees that the equipment offered is standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every unit, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified. Notwithstanding the foregoing, when the manufacturer's standard guarantee for the unit or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under the City's contract. Furthermore, the Seller agrees to extend its warranty period with regard to any unit delivered by the cumulative periods of time, after notification, during which the unit requires servicing or replacement (down time) or is in the possession of the Seller, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Seller shall promptly repair or upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Seller, and the City shall in no event be liable or responsible therefor. In the event of failure on the part of the Seller to replace or put in first-class condition any such equipment within thirty (30) calendar days from date of notice the City may have the work done by others and offset the cost against money due, or that may become due to the Seller, or if there be no money due, the Seller agrees to pay the City such cost.

27. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Seller against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this Contract.

28. FUND AVAILABILITY

All contracts awarded by the Agency Chief Contracting Officer shall be executory only to the extent of funds available to each Agency for the purchase of the Goods.

29. ENTIRE AGREEMENT

The written Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

30. PROVISIONS FOR COOPERATIVE PURCHASING ARRANGEMENTS AND FOR EXTENSION OF REQUIREMENT CONTRACTS FOR USAGE BY OTHER GOVERNMENT/QUASI-GOVERNMENTAL AGENCIES

All agencies of the City of New York, the Department of Education, Health and Hospitals Corporation, and the New York City Housing Authority, are entitled to use this contract. In addition, any governmental or quasi-governmental agency that has executed a cooperative purchasing Memorandum of Understanding with the City may utilize this contract with the consent of the vendor provided the agency pays any additional delivery charges outside the metropolitan area as agreed upon with the vendor. These agencies are called "participating agencies." Participating agencies and the contractor understand and acknowledge that the responsibility in regard to performance of any such contract or any condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating agency and the contractor and not the agency letting this contract.

PART IV
SPECIAL CONDITIONS

1. NONDISCRIMINATION

1.1 Executive Order No. 50 (1980). This Contract is subject to the requirements of New York City Charter Chapter 56, §§ 1305 *et seq.* ("Chapter 56"), Executive Order No. 50 (1980) ("E.O. 50"), and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Seller agrees that it:

- (a) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status, with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (b) will not discriminate in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status;
- (c) will state in all solicitations or advertisements for employees placed by or on behalf of the Seller that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status, or that it is an equal opportunity employer;
- (d) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under Chapter 56 and E.O. 50 and the rules and regulations promulgated thereunder; and
- (e) will furnish before the contract is awarded all information and reports, including an Employment Report, which are required by Chapter 56, E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("DLS"). Copies of all required reports are available upon request from the contracting agency; and
- (f) will permit DLS to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) Seller understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:
 - (i) disapproval of the Seller;

- (ii) suspension or termination of all or parts of this Contract and/or of payments therefor;
 - (iii) declaring the Seller in default; or
 - (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- (h) The Director of DLS may recommend to the contracting agency head that a seller who has repeatedly failed to comply with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder be declared nonresponsible.
- (i) The Seller agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$100,000 to which it becomes a party unless exempted by Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.
- (j) The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder.

1.2 New York Labor Law Section 220-e:

- (a) In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Seller, subcontractor, nor any person acting on behalf of the Seller or subcontractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) Neither the Seller, subcontractor, nor any person acting on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex or national origin;
- (c) There may be deducted from the amount payable to the Seller by the City under this Contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation

of the provisions of this Contract; and

- (d) This Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this subsection of this Contract.
- (e) The aforesaid provisions of this subsection covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

1.3 New York City Administrative Code Section 6-108:

- (a) It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of Goods pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
- (b) It shall be unlawful for any person or any servant, agent or employee of any person described in subdivision (a) above to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- (c) Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this Contract.
- (d) Any person, or employee, manager or owner of or officer of a firm or corporation who shall violate any of the provisions of this subsection shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100) dollars or by imprisonment for not more than thirty (30) days, or both.

2. LABOR LAW REQUIREMENTS

2.1 Section 6-109 of the Administrative Code of The City of New York.

- (a) Section 6-109(a).
 - (i) Except for those employees whose minimum wage is required to be fixed by Section 220 of the Labor Law of the State of New York, all persons employed by the Seller and any subcontractor in the manufacture or furnishing of supplies, materials or equipment, or the

furnishing of work, labor or services used in the performance of this Contract will be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the sum mandated by law.

- (ii) No part of the work, labor or services will be performed or rendered by the Seller in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection laws of the state in which the work is to be performed shall be prima facie evidence of compliance with this paragraph.
- (iii) For any breach or violation of any of the representations and stipulations required in any Contract under the provisions of this subsection, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any such Contracts or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damages for any other breach of such Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of such Contract. In addition, the Department of Citywide Administrative Services or any other agency entering into such Contract shall have the right to cancel the Contract for any violation of this subsection and enter into other contracts for the completion of the original Contract, charging any additional cost to the original Seller. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages in violation of the provisions of this subsection shall be held in a special deposit account and shall be paid without interest, on order of the Executive Director for Economic Development, directly to the employees who have been paid less than minimum rates of pay as set forth in such Contracts and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Seller of the withholding or recovery of such sums by the City.

(b) Section 6-109(b).

The provisions of subdivision (a) of section 6-109 shall not apply to contracts for the furnishing or purchase of agricultural or farm products processed for first sale by the original producers; nor shall subdivision (a) of section 6-109 apply to any work performed on any contract outside of the United States or its territories.

2.2 Worker's Compensation Laws

If this Contract be of such a character that the employees engaged thereon are required to be insured by the provisions of the New York Worker's Compensation Law, and acts amendatory thereto, the same shall be void and of no effect unless the Seller shall secure compensation for the benefit of, and keep insured during the life of this Contract such employees in compliance with the provisions of said law.

3. INVESTIGATIONS

- 3.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- 3.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
- (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- 3.3 (a) The Agency Chief Contracting Officer or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach

for the failure of a person to testify.

- (b) If any non-governmental party to the hearing requests an adjournment, the Agency Chief Contracting Officer or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to 3.5 below without the City incurring any penalty or damages for delay or otherwise.

3.4 The penalties which may attach after a final determination by the Agency Chief Contracting Officer or Agency Head may include but shall not exceed:

- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- (b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages in account of such cancellation or termination; monies lawfully due for Goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

3.5 The Agency Chief Contracting Officer or Agency Head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in paragraphs 3.5(a) and 3.5(b) below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 3.5(c) and 3.5(d) below in addition to any other information which may be relevant and appropriate:

- (a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 3.4 above, provided that the party or entity has given actual notice to the Agency Chief Contracting Officer or Agency Head upon the acquisition of the interest, or at the hearing called for in 3.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

3.6 Definitions for purposes of this section shall include the following:

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

3.7 In addition to and notwithstanding any other provision of this Contract the Agency Chief Contracting Officer or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event Seller fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the contractor, or affecting the performance of this Contract.

4. TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS

Under the New York State Labor Law, Article 28 (the Right to Know Law), Section 876, any manufacturer, importer, producer or formulator of any substance sold for any use within the

state must provide, upon request, specific information on the health hazards and proper handling of such substances. The City of New York, in order to meet its responsibilities under the Law as an employer, requires that manufacturers and suppliers submit such information in the form of a Material Safety Data Sheet for any toxic substance or product containing a toxic substance for any item for which Seller submits a bid. Any questions regarding the toxicity of a substance or the requirements of a Material Data Sheet should be addressed to the New York State Bureau of Toxic Assessment.

5. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- 5.1 The Seller agrees that neither the Seller nor any affiliate is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- 5.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Seller or an affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.
- 5.3 The Seller shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

6. MACBRIDE PRINCIPLES PROVISIONS

ARTICLE I. MACBRIDE PRINCIPLES

NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride

Principles of nondiscrimination in employment.

Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b)(2) of the City Charter.

In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
 - (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

The contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirement contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

7. RESOLUTION OF DISPUTES

- 7.1 Except as provided in 7.1(a) and 7.1(b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.
- (a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
 - (b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.
- 7.2 All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.
- 7.3 During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.
- 7.4 Presentation of Dispute to Agency Head.
- (a) Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts,

evidence, documents, or other basis upon which the vendor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

- (b) Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.
- (c) Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

- (d) Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.

7.5 Presentation of Dispute to the Comptroller. Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

- (a) Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head, (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
- (b) Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
- (c) Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.
- (d) Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 7.5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the

Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

7.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

- (a) the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
- (b) the City Chief Procurement Officer ("CCPO") or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and
- (c) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

7.7 Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

- (a) Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller's Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to

the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

- (b) Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
- (c) Further Proceedings. The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
- (d) CDRB Determination. Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.
- (e) Notification of CDRB Decision. The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.

- (f) Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules.

7.8 Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

8. VENDEX QUESTIONNAIRES

Pursuant to Administrative Code §6-116.2 and Section 2-08(e) of the Rules of the Procurement Policy Board (9 RCNY §2-08), bidders may be obligated to submit completed VENDEX questionnaires. 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 City contractors over the past twelve months, equals or exceeds \$100,000, VENDEX questionnaires must be completed and submitted by those bidders selected for award and reviewed by the Department of Investigation prior to award. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this contract.

Failure to submit the required VENDEX questionnaires may result in a finding of non-responsiveness which would preclude a bidder from being awarded this contract.

Pursuant to Section 2-08(e)(8) of the Rules of the Procurement Policy Board, whenever the City Chief Procurement Officer has permitted the filing of some or all of the required information within thirty (30) days after the registration of the contract, the submission of the required information within the required time period is a material term and condition of the contract and the City may terminate the contract without penalty to the City in the event of violation of the condition. The Mayor or his/her designee may determine on the basis of the belatedly filed information that it is in the best interest of the City to terminate the contract. The Comptroller or his/her designee may determine that the belatedly filed information reveals matters which if provided earlier would have provided a basis for an objection to registration of the contract by the Comptroller, and the Mayor or his/her designee may determine that he/she would have agreed with such determination and may terminate the contract. Notwithstanding any provision of this Agreement to the contrary, if the City terminates this Agreement pursuant

to the provisions, the City shall have no obligation to pay to the Seller any amounts representing lost or anticipated profits, and shall retain any other rights it has in law or contract to recover monies paid to the Seller prior to termination of this Agreement.

Pursuant to Section 2-08(e)(9) of the Rules of the Procurement Policy Board, whenever a late filing of required VENDEX information, i.e., within thirty (30) days after the registration of the contract, is permitted and the vendor fails to submit the required information within the required time period, that fact shall be communicated to the City Chief Procurement Officer and the Comptroller and shall be included in the VENDEX data base. Until the information has been filed with the City Chief Procurement Officer:

- (i) No further contract shall be awarded to that vendor;
- (ii) The vendor shall be ineligible to bid or propose or otherwise be awarded a further contract; and
- (iii) No payments shall be made to the vendor for performance on that contract unless authorized in writing by the City Chief Procurement Officer.

9. INSTALLATIONS

9.1 Labor Law. The Seller specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that with respect to public work contracts:

- (a) No laborer, workman, or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
- (c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
- (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (1) The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or

- (2) Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

9.2 Seller's Obligations.

- (a) Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the required locations.
- (b) Where the Invitation For Bids involves performance of services on City facilities, all bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.
- (c) All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound.
- (d) The Seller shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Seller, its employees, officers or agents.
- (e) Work shall be performed so as to cause the least inconvenience to the City, and its Agencies and with proper consideration for the rights of other contractors or workers. The Seller shall promptly perform its work and shall coordinate its activities with those of other contractors.
- (f) Installation shall include the furnishing of any equipment, rigging and materials required to install or replace the contract item in the proper location. If any alteration, dismantling or excavation, or the like is required to effect installation, the Seller shall thereafter promptly restore the structure or site to its original condition.
- (g) Materials, equipment or supplies shall be stored at the site only with the approval of the using Agency and at the Seller's sole risk. In general, such on-site storage should be avoided to prevent possible damage to or loss of the material.
- (h) The Seller shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

10. LAW INSERTED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any provision is not inserted herein or is not inserted in correct form, then this Contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

11. BREACH OF CONTRACT

Any breach or violation of any of the subdivisions of this Part IV entitled "Special Conditions" shall be deemed a breach or violation of a material provision of this Contract.

12. PROHIBITION ON PURCHASE OR USE OF TROPICAL HARDWOODS

Tropical hardwoods, as defined in Section 165-b of the State Finance Law shall not be utilized in the performance of this contract except as expressly permitted by the foregoing provisions of law.

PART V
AFFIRMATIONS

THE SELLER AFFIRMS AND DECLARES THAT:

1. NO OTHER PERSON INTERESTED.

The Seller is of lawful age and is the only one interested in this bid and that no other person, firm or corporation has any interest in this bid or in the Contract.

2. CERTIFICATIONS

By submission of its bid, each Seller and each person signing on behalf of any Seller certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 2.1 No Collusion. 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 prices with any other bidder or with any competitor;
- 2.2 Prices Not Disclosed. Unless otherwise required by law, the prices which have been

quoted in this bid have not been knowingly disclosed by the Seller and will not knowingly be disclosed by the Seller prior to opening, directly or indirectly, to any other bidder or to any competitor;

- 2.3 No Attempt to Restrict Competition. No attempt has been made or will be made by the Seller to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. NO INTEREST BY CITY OFFICER OR EMPLOYEE.

No member of the 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 Goods for which this bid is submitted or in the performance of this Contract, or in any portion of the profits thereof.

4. COMPLIANCE WITH SECTION 6-109 OF ADMINISTRATIVE CODE

The Seller, 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 the Seller is not disqualified under the provisions of Section 6-109 of the Administrative Code for the award of this Contract and that should this bid be accepted by the City and this Contract awarded to it, it and its subcontractors engaged in the performance of this Contract: (i) 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 (ii) have complied with the provisions of said Section 6-109 and said rules and regulations since their respective effective dates insofar as applicable to the Seller and to its subcontractors.

- 4.1 If there has been a breach or violation of the aforesaid Section 6-109 or of the aforesaid rules and regulations, the Seller must state the time, place and circumstances of such breach or violation on the bid form submitted.
- 4.2 In the event of breach or violation of any of the foregoing, the Seller may be subject to damages, liquidated or otherwise, and cancellation of this Contract in whole or in part.

5. NON-DISCRIMINATION

The Seller, 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 this Contract awarded to it, it and its subcontractors engaged in the performance thereof (i) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the nondiscrimination provisions of Section 220-e of the New York State Labor Law; (ii) have complied with the provisions of the aforesaid laws since their respective effective dates; and (iii) will post notices to be furnished by the City, 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 this 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 Seller have been finally accepted by the City.

6. NO PAYMENT OR GIFT

The Seller, if an individual bidder, or if the bidder be a firm, partnership or corporation, by executing this document as a member, partner, director or officer and on behalf of such firm, partnership or corporation, represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other Contract between the parties. The Seller makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof. For breach or violation of such representations or warranties, the Agency Chief Contracting Officer shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Seller shall not make claims for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

INSURANCE RIDER FOR AGREEMENTS USING THE CITYWIDE PURCHASE CONTRACT

The following terms (“Rider”) supplement those of the Citywide Purchase Contract. Defined terms shall take the same meaning as indicated in the Citywide Purchase Contract.

Section 1 Agreement to Insure

The Bidder shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Contract, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Rider. Wherever this Rider requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Bidder can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 2 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. The Bidder shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Contract

B. Within 10 Days of award of this Contract or as otherwise specified by the Department, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), the Bidder shall submit proof of Bidder’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers’ Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers’ Compensation Insurance*;
3. Form SI-12, *Certificate of Workers’ Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker’s Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;
6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
7. Form CE-200 – *Affidavit of Exemption*;

8. Other forms approved by the New York State Workers' Compensation Board; or
9. Other proof of insurance in a form acceptable to the City.

Section 3 Other Insurance

A. *Commercial General Liability Insurance.* The Bidder shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Contract. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City, together with its officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the Contract, ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Contract, the Bidder shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Bidder shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Contract. The policy or policies shall cover the liability assumed by the Bidder under this Contract arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Bidder or anyone employed by the Bidder.

2. All subcontractors of the Bidder providing professional services under this Contract for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Bidder shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Bidder shall purchase extended

reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Crime Insurance.* If indicated in Schedule A, the Bidder shall maintain crime insurance during the term of the Contract in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Bidder as named insured and shall list the City as loss payee as its interests may appear.

E. *Cyber Liability Insurance.* If indicated in Schedule A, the Bidder shall maintain cyber liability insurance covering losses arising from operations under this Contract in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Bidder's cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

F. *Other Insurance.* The Bidder shall provide such other types of insurance in the amounts specified in Schedule A.

Section 4 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by this Rider must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

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

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 3 of this Rider unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Rider, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Bidder as named insured under all primary, excess, and umbrella policies of that type of coverage.

Section 5 Proof of Insurance

A. For each policy required under this Rider, the Bidder shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Contract. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Rider) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 3 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 5(A).

C. The Bidder shall provide the City with a copy of any policy required under this Rider upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Bidder from maintaining policies consistent with all provisions of this Rider (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Bidder receives notice, from an insurance company or other person, that any insurance policy required under this Rider shall expire or be cancelled or terminated for any reason, the Bidder shall immediately forward a copy of such notice to both the address referred to in Schedule A and to the New York City Comptroller, Attn: Office of Contract

Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 6 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Rider, the Bidder shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Bidder may not be covered under such policy if this Contract requires that the City be an additional insured (for example, where one of Bidder's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Bidder shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Bidder fails to comply with the requirements of this paragraph, the Bidder shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Bidder's failure to maintain any of the insurance required by this Rider shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Rider shall not relieve the Bidder or its subcontractors of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Contract or Law.

D. With respect to insurance required by Section 3 and Schedule A (but not including professional liability/errors and omissions insurance), the Bidder waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Rider (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Bidder and/or its subcontractors in the performance of this Contract.

If Bidder uses any subcontractors who will make or participate in any delivery under this Contract, Bidder shall require that those subcontractors obtain insurance meeting the

requirements of this Rider. In the event the Bidder requires any subcontractor to maintain insurance with regard to any operations under this Contract and requires such subcontractor to list the Bidder as an additional insured under such insurance, the Bidder shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

Bidder's Mailing Address and Email Address for Notices	

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)

) ss.:

County of)

Sworn to before me this _____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____