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. No paper submission is required.

CONTRACT

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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in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is modified or withdrawn by written notice received in the office designated to receive bids before the time and date set for bid opening, or, after the expiration of 45 days from bid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reserves the right to make awards within 45 days after the date of bid opening during which period the bid may not be withdrawn.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

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.

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 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.

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

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.

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;

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[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 Polices 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.

New York City Side Guard Law Rider

Truck Safety Side Guards Requirement for City Contractors pursuant to Local Law 108 of 2021

In October 2021, the City Council passed legislation requiring Side Guards on Large Vehicles used weekly or on a more frequent basis by Contractors of the City of New York to fulfill requirements material to their City Contract, where such Contract has an estimated value of $2,000,000.00 or more. Local Law 108 of 2021 (the "law") can be accessed at:

https://www1.nyc.gov/assets/bic/downloads/pdf/regulations/local-law-108.pdf

On October 7, 2022, New York City Department of Citywide Administrative Services ("DCAS") published the final rules for implementation of the Side Guard law in the City Record ("Adopted Rules"), see Title 55 Chapter 15 of the Rules of the City of New York. The Adopted Rules can be accessed at:

https://www.nyc.gov/assets/dcas/downloads/pdf/cityrecord/city-record-10-07-22-adoption-of-sideguard-rules.pdf

Contractors shall be reimbursed for the cost of installing Side Guards on City Contracted Vehicles (as defined in the Adopted Rules) performing work under the Contract. The reimbursement will be for actual invoices up to the $3,000 per City Contracted Vehicle limit established in the Adopted Rules.

In cases where Subcontractors operate the City Contracted Vehicles impacted by the law, the Adopted Rules require the Contractor to reimburse the costs for the Side Guards to the Subcontractor.

The Contractor must supply the contracting Agency and DCAS (at NYCFleet@dcas.nyc.gov) with:

- Estimated number and lists of City Contracted Vehicles to be impacted by the law, including year, make, model, and owner.

The Contractor must supply the contracting Agency and DCAS Fleet (C/O Deputy Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007, NYCFleet@dcas.nyc.gov) with a full updated list of impacted City Contracted vehicles including model, year, VIN, photos, and an implementation plan within 14 days of the Notice to Proceed or of the first order of the Contract. Questions about eligibility of City Contracted Vehicles can be directed to the contracting Agency or DCAS (NYCFleet@dcas.nyc.gov.)

Actual Side Guard costs will be reimbursed based on submitted invoices for the installations if implemented as retrofits. Side Guards previously installed on City Contracted Vehicles through new vehicle acquisitions as Original Equipment Manufacturer (OEM) components or previously retrofitted shall not be reimbursed. The City shall not pay for maintenance of existing Side Guards or replacement of previously installed Side Guards.

Costs for Side Guard installation must be consistent with the prevailing market for these installations. DCAS will provide Contractors with information, including vendors lists, about existing DCAS approved suppliers and costs. Contractors are not required to use the vendor list supplied by

DCAS. Contractors will be reimbursed by the contracting Agency after providing proof of Side Guard installation, including photos and invoices and written approval by DCAS. DCAS will reserve the right to inspect any Side Guard installation prior to approval of reimbursement.

New York City Mayoral Executive Order No. 39 Rider

City Fleet and Truck Safety Requirements for City Contractors

Version: 11/19/24

[Instruction to Agencies: Please attach this Rider to the following agreements: (1) Procurement Contracts that meet the criteria set forth in Executive Order 39 of February 1, 2024; and (2) to the March 2017 version of the New York City Standard Construction Contract.]

Section 1.01 Background

This rider is included in the Agreement and made a part thereof pursuant to the provisions of Mayoral Executive Order 39 of 2024.

Section 1.02 Definitions

A. Capitalized terms not otherwise defined in this rider shall have the meaning ascribed to them in the Agreement.

B. Agreement: The agreement between the City and the Contractor, to which this rider has been added and made a part.

C. City-contracted Vehicle means a Truck (as hereinafter defined) or any other motor vehicle that the Contractor anticipates providing in accordance with this Agreement or using in performing its obligations under this Agreement on a weekly or more frequent basis[1]. This includes those vehicles anticipated to be provided or used by subcontractors to fulfill the scope of a subcontract for work to be performed under a contract that is subject to the Executive Order, regardless of monetary value of the subcontract, if the vehicle is utilized on a weekly or more frequent basis.

D. Contracting Agency: the City agency or office through which the City of New York has entered into this Agreement.

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[1] The following vehicles are not considered City-contracted vehicles and are thus not subject to Executive Order 39: any motor vehicle or truck that is utilized pursuant to (1) contracts registered prior to July 1, 2024, including the renewal, extension, or modification of such contracts; (2) an agency on-call emergency contract; (3) an emergency procurement made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (4) intergovernmental contracts; (5) government-to-government contracts between the City and any State or Federal government agency; and (6) a contract for utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

E. Contractor: the entity providing services under this Agreement.

F. Executive Order: Mayoral Executive Order 39 of 2024, as it may be amended.

G. High Vision Truck: A Truck with a cab-over or cab-forward design wherein the driver sits in front of the front axle as opposed to conventional cab design wherein the engine and front axle are in front of the driver. The distance from the forward of the center of the vehicle bumper at which the driver can see the top of a 3-foot cone shall not exceed eight feet and the distance beyond the exterior of the passenger side door at which the driver can first see the top of the 4-foot cone shall not exceed six feet.

H. Registration: Registration of this Agreement pursuant to Section 328 of the New York City Charter.

I. Telematics: Automatic vehicle location systems that track vehicle location and speed and alert the driver and another designated person(s) to such location and speed in real time.

J. Truck: A City-contracted Vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. The term does not include off-road construction vehicles.

K. Truck Surround Cameras: A system of cameras, sensors, and alerts placed on a Truck that provides a Truck operator with a full view of all four sides of the Truck.

L. Vehicle Safety Plan: A plan with regard to City-contracted Vehicles, approved by the Contracting Agency, that includes the components listed in Section 2.03(A) through (F) of this rider.

Section 2.01 Vehicle Requirements

All City-contracted Vehicles shall conform to the following requirements:

A. Truck Surround Cameras: All Trucks, other than High Vision Trucks, shall be outfitted with truck surround cameras in accordance with the following schedule:
   a. Contracts involving 10 or fewer Trucks: No later than 12 months from Registration.
   b. Contracts involving more than 10 Trucks: No later than 18 months from Registration.
   c. New or replacement Truck acquired after work under this Agreement has begun: Truck must be outfitted with Truck Surround Cameras within 12 months from the date of first using such Truck.
   d. Contractor must submit to the Contracting Agency photographic and purchase order evidence, that is satisfactory to the Contracting Agency, of compliance with this Paragraph (A).

B. Truck Side-guards: Contractor shall provide side-guards for City-contracted Vehicles as applicable pursuant to Section 6-141 of the New York City Administrative Code.

C. Telematics: All City-contracted Vehicles must be installed with Telematics. Data gathered by Telematics must be made available in a manner that is satisfactory to the Contracting Agency.

Section 2.02 Safety Requirements

Contractor shall provide the following:

A. Licensing: Contractors shall ensure proper licensing for all drivers who operate City-contracted Vehicles. Contractors shall ensure that all drivers operating City-contracted Vehicles are enrolled in the New York State License Notification System (LENS) and that all out-of-state licenses are being monitored by Contractor. Contractor must notify the Contracting Agency of any license suspensions and/or arrests tied to unsafe or illegal vehicle operation by any drivers of City-contracted Vehicles.

B. Training: Contractor must provide the Contracting Agency documentation, satisfactory to the Contracting Agency, showing:
   a. That all drivers of City-contracted Vehicles have taken a New York State approved defensive driving class within six months after Registration; or
   b. That all drivers of City-contracted Vehicles have attended a New York State-approved defensive driving class within 3 years prior to Registration; or
   c. That all drivers of City-contracted Vehicles have received alternative safe driver training acceptable to the Contracting Agency that is documented to the satisfaction of the Contracting agency.

C. Crash tracking: Contractors must notify the Contracting Agency of any and all collisions that take place involving City-contracted Vehicles while performing services under this Agreement.

Section 2.03 Vehicle Safety Plan

Within one month after Registration, the Contractor must submit, for review and approval, to Contracting Agency, at the address set forth in the Agreement for notices to the City, and DCAS Fleet (C/O Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007) a proposed vehicle safety plan that shall include at the minimum the components listed in Paragraphs (A) through (E) below. If directed by the Contracting Agency, Contractor shall revise said proposed vehicle safety plan in accordance with the directions of the Contracting Agency, and until the Contracting Agency issues its approval thereof, Contractor shall submit a revised proposed vehicle safety plan to the Contracting Agency in each case, within 15 days after receipt by Contractor of directions to that effect from the Contracting Agency. Upon approval of the proposed vehicle safety plan, said proposed plan shall be considered the Vehicle Safety Plan and Contractor shall comply with the terms thereof. Each second anniversary of the approval of the Vehicle Safety Plan the Contractor shall submit an update thereof. The Vehicle Safety Plan shall include at the minimum the following components:

A. Vehicle List: List of City-contracted Vehicles, including the year, make, model, VIN and license plate number of each City-contracted Vehicle;

B. Safety Training: Documentation showing that all drivers of City-contracted Vehicles have completed the training detailed in section 2.02(B) of this Rider;

C. Technology: A list of all relevant technology investments installed on City-contracted vehicles, including but not limited to the technology listed in section 2.01 of this Rider;

D. Crash Tracking: An explanation of Contractor's process of monitoring and reviewing collisions including plans to notify Contracting Agency of collisions that take place while performing services under this Agreement;

E. Corrective Action: A corrective action program for drivers of City-contracted Vehicles that engage in unsafe or dangerous driving behaviors and license monitoring; and

F. Additional Safety Measures: Contractor must indicate if there are any additional safety technologies, safety practices, training, or other procedures that are utilized for City-contracted Vehicles during the term of this Agreement.

Section 3.01 Liquidated Damages

A. Contractor acknowledges that its failure to comply with the provisions of this Vehicle Safety Plan will cause loss and damage to the City, the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the City for such losses, which compensation shall not be construed as a penalty. It is therefore agreed that, in addition to any other liquidated damages that the Contractor shall be required to pay to the City in accordance with the provisions of the Agreement, Contractor shall pay to the City the following:

   a. The sum of $500.00 for each instance of a failure by the Contractor to submit a Vehicle Safety Plan in accordance with the provisions of Section 2.03.

b. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(A) [Licensing].
c. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(B) [Training].
d. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(C) [Crash Tracking].
e. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(C) [Telematics].
f. The sum of $3,000 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(A).
g. The Contracting Agency will provide at least 5 working days of notice to the Contractor and opportunity to rectify before implementing these liquidated damages.

B. Liquidated damages received pursuant to this Agreement are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Agreement or by Law. The City may deduct and retain out of the monies which may become due under this Agreement, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MURIEL GOODE-TRUFANT
Acting Corporation Counsel

Amrita P. Barth
Chief, Contracts and Real Estate
Phone: 212-356-2052
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MEMORANDUM

TO: AGENCY GENERAL COUNSELS
FROM: AMRITA BARTH / ISABEL GALIS-MENENDEZ
DATE: November 19, 2024
SUBJECT: GUIDANCE REGARDING THE UPDATED EXECUTIVE ORDER 39 RIDER

This memo provides additional guidance and clarification concerning the Mayor's Executive Order 39 (the "Order"), issued on February 15, 2024, which requires a series of safety implementations for Contractors who utilize trucks and other motor vehicles within the City in fulfillment of certain City contracts. The accompanying Rider, updated on November 15, 2024, also clarifies some provisions in the Order and **supersedes** the existing rider, dated August 29, 2024. The guidance provided in the Law Department's memorandum dated August 29, 2024 should continue to be followed in conjunction with this memorandum, which provides clarification and additional guidance with regard to the applicability of the Order. The Order applies to all contracts that have an estimated value of $2,000,000 or more and include a scope of work that, in order to be performed, will require the utilization[1] of a City-contracted Vehicle[2] within the City of New York on a weekly or more frequent basis. This includes all subcontracts under the aforementioned contracts, regardless of monetary value, if the subcontracted vehicle is utilized within the City of New York on a weekly or more frequent basis.

[1] This does not include vehicles that are driving *through* New York City to fulfill duties relating to contract sites outside of New York City.

[2] This term includes all on-road vehicles, including personal automobiles.

Note that the Order does **not** apply to, and the rider should not be included in, the following: (1) contracts registered with the Comptroller prior to July 1, 2024, including the renewals, extensions or modifications of such contracts; (2) primary contracts[3] with an estimated value of less than $2,000,000; (3) agency on-call emergency contracts, including on-call storm emergency contracts; (4) emergency procurements made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (5) intergovernmental contracts; (6) government to government contracts between the City and any State or Federal government agency; and (7) contracts for the provision of utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

If a Contracting Agency determines that a contract should be exempt from the Order because of technical, operating or design reasons, or because implementation would be impracticable, the Agency may request an exemption as set forth in the Order.

If you have any questions regarding the implementation of Executive Order 39 and the requirements for contractors and subcontractors, please contact DCAS Fleet. For questions relating to incorporation of the rider into existing or future agreements, please contact Joanna Wine, the point person in the Contracts and Real Estate Division of the Law Department, at jwine@law.nyc.gov.

[3] Subcontracts are subject to the Order regardless of monetary value if the primary contract is subject to the Order, if the subcontract utilizes vehicles in New York City on a weekly or more frequent basis.

PIN: 8572600039

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: 2600039.

BID TITLE: PRINTED ELECTION SUPPLIES

ALL INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO:
PURCHASING AGENT: YEE CHENG AT (212) 386-0468

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.

FORM 23-L-46 SUPPLEMENT TO STANDARD INSTRUCTIONS FOR BIDDERS FOR USE IN PRINTING ONLY, IS PART OF THIS PROPOSAL AND ANY RESULTING CONTRACT OR ORDER. THE FOLLOWING SECTIONS, PARTS, OR PARAGRAPHS OF FORM 23-L-46 DO NOT APPLY: PAR. 1& 4A,B,D.

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE BOARD OF ELECTIONS WITH A WIDE VARIETY OF PRINTED SUPPLIES REQUIRED FOR ELECTIONS IN THE CITY OF NEW YORK.

THIS IS A FIVE (5) YEAR CONTRACT.

FROM: NOVEMBER 28, 2026
THROUGH: NOVEMBER 27, 2031

A VIRTUAL PRE-BID CONFERENCE WILL BE HELD VIA "TEAMS" PRIOR TO THE BID OPENING. BIDDERS ARE ENCOURAGED TO ATTEND. THE MEETING LINK IS AVAILABLE IN PASSPORT.

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 COMPTROLLER'S 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.

NOTE: THIS CONTRACT WILL BE USED TO PURCHASE SUPPLIES FOR ELECTIONS. THE BOARD OF ELECTIONS WILL NOTIFY THE VENDOR REGARDING QUANTITIES NEEDED FOR EACH ELECTION UNDER THIS CONTRACT.

METHOD OF AWARD: AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, BASED ON THE FIRM'S ABILITY TO PERFORM. IT WILL BE AT THE DISCRETION OF THE ASSISTANT COMMISSIONER OF PROCUREMENT, IN THE BEST INTEREST OF THE CITY, TO DETERMINE TO WHOM THE AWARD WILL BE MADE, IF AT ALL. IF THE BIDDER, BEFORE THE AWARD OF THIS CONTRACT, CANNOT PROVE TO THE SATISFACTION OF THE ASSISTANT COMMISSIONER OF THE OFFICE OF CITYWIDE PROCUREMENT ITS COMPETENCY AND CAPACITY TO PERFORM THE WORK NECESSARY FOR THE COMPLETION OF THIS CONTRACT, THAT VENDOR'S BID WILL BE REJECTED.
NOTE: WORK DONE UNDER THIS CONTRACT MUST TAKE PRIORITY OVER ALL OTHER WORK BY VENDOR.

CONTRACT SUBJECT TO LEGISLATIVE ENACTMENTS: THIS CONTRACT AND ALL ITEMS INCLUDED THEREIN, SHALL BE CONTINGENT UPON ANY LEGISLATIVE ENACTMENT OF THE STATE LEGISLATURE, CITY COUNCIL, STATE OR FEDERAL COURT DURING THE CONTRACT PERIOD, WHICH MAY INCREASE QUANTITIES TO BE FURNISHED, ADD NEW ITEMS, OR ELIMINATE ITEMS IN THE SCHEDULES. IF ANY NEW ITEMS ARE ADDED TO THE CONTRACT BY SUCH LEGISLATIVE ENACTMENT, THE CONTRACTOR SHALL BE PAID A FAIR PRICE WHICH SHALL BE DETERMINED BY THE ASSISTANT COMMISSIONER SUBJECT TO AUDIT BY THE COMPTROLLER.

SAMPLES OF PRINTED MATTER MAY BE SEEN AT 1 CENTRE STREET, 18TH FLOOR, NEW YORK, NY 10007. A BIDDER MAY MAKE AN APPOINTMENT BY EMAILING YCHENG@DCAS.NYC.GOV DURING OFFICE HOURS, UNTIL THE DATE OF THE BID OPENING. ALL PRINTED MATERIAL FURNISHED MUST CONFORM TO THE DESCRIPTION AND SPECIFICATIONS UNLESS CHANGES ARE ORDERED BY THE ASSISTANCT COMMISIOSNER OF THE OFFICE OF CITYWIDE PROCREMENT. THE SAMPLES ARE TO SERVE ONLY FOR STYLE.

ALL PRICES ARE TO BE ON THE BASIS OF F.O.B. DELIVERY POINT, UNLOADED, AND INSIDE. ALL DELIVERY AND HANDLING CHARGES ARE TO BE INCLUDED IN PRICES.

PRICE ESCALATION

A PRICE INCREASE MAY BE REQUESTED BY THE VENDOR FOUR MONTHS AFTER THE START OF THE PERIOD OF CONTRACT. THEREAFTER, PRICE INCREASES MAY BE REQUESTED THREE MONTHS AFTER THE DATE OF THE PREVIOUS REQUEST. THE INCREASE WILL BE ALLOWED ONLY FOR THE COST OF PAPER.

PRICE DECREASES MUST BE OFFERED BY THE VENDOR AS SOON AS THEY BECOME AVAILABLE ON THE MOST RECENTLY PUBLISHED PRODUCER PRICE INDEX (PPI) OR, OTHER INDUSTRY DOCUMENTATION. DCAS RESERVES THE RIGHT TO IMPLEMENT A PRICE DECREASE IMMEDIATELY UPON NOTIFICATION TO THE VENDOR, IF SUBSTANTIATED BY THE MOST RECENTLY PUBLISHED PPI OR OTHER INDUSTRY DOCUMENTATION.

PRICE ADJUSTMENT IS NOT AUTOMATIC. IT IS THE VENDOR'S RESPONSIBILITY TO INITIATE THE PRICE ADJUSTMENT REQUEST. THE REQUEST MUST BE IN WRITING ON COMPANY LETTERHEAD AND MUST BE SENT TO THE ASSISTANT COMMISSIONER OF CITYWIDE PROCUREMENT. THE REQUEST MUST INCLUDE PRICE ADJUSTMENT CALCULATIONS AND MUST BE SIGNED BY AN OFFICER OF THE COMPANY OR A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.

PRICE CHANGE CALCULATIONS WILL BE MADE UTILIZING THE PRODUCER PRICE INDEX (PPI) STATED BELOW, AS COMPILED BY THE U.S. BUREAU OF LABOR STATISTICS. THE PRICE CHANGE WILL BE BASED ON THE PERCENT CHANGE FROM THE BASE DATE TO THE MOST RECENT DATE.

ONLY THE MOST RECENT ACTUAL DATA WILL BE USED, NOT PRELIMINARY.

PRICE CHANGE CALCULATIONS ON THIS CONTRACT WILL BE BASED ON THE PERCENT CHANGE FOR PAPER MANUFACTURING, SERIES ID: PCU322---322---.

THE BASE DATE FOR THE PURPOSE OF THIS CONTRACT IS THE MONTH OF THE BID OPENING DATE.

IN THE EVENT THAT IT TAKES LONGER THAN SIX MONTHS FROM BID OPENING TO CONTRACT REGISTRATION, A PRICE INCREASE MAY BE ALLOWED ON THIS CONTRACT UPON REGISTRATION AT VENDOR'S REQUEST. THE INCREASE WILL BE BASED ON THE DIFFERENCE IN THE PPI FROM BASE DATE TO THE TIME OF REGISTRATION.

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

EXAMPLE OF CALCULATION OF PRICE ADJUSTMENT:
BID ITEM PRICE: $112.00
MATERIAL COST: $100.00
BASE PPI: 134.3
CURRENT PPI: 137.1

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

PRICE ADJUSTMENT REQUESTS MUST BE SUBMITTED TO DCAS IN WRITING. DCAS WILL RESPOND TO ANY PRICE ADJUSTMENT REQUESTS WITHIN THIRTY (30) DAYS. THE REQUEST MUST BE ADDRESSED TO THE
ASSISTANT COMMISSIONER, CITYWIDE PROCUREMENT
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES,
OFFICE OF CITYWIDE PROCUREMENT (OCP),
1 CENTRE STREET, 18TH FL., NEW YORK, NY 10007

THE DOCUMENTATION ON PRICE INCREASES MUST SUBSTANTIATE THE CHANGE IN PRICE. ACCEPTABLE DOCUMENTATION TO BE PROVIDED, AT A MINIMUM, INCLUDES:
1. MANUFACTURER NOTICE OF PRICE INCREASE;
2. CHANGES IN THE PRODUCER PRICE INDEX.

VENDORS REQUESTING A PRICE INCREASE MAY BE ASKED TO PROVIDE JUSTIFICATION OF ITS MATERIAL COST. FOR THE PURPOSE OF COMPUTING PRICE INCREASES, MATERIAL COST MAY NOT EXCEED THE VENDOR'S UNIT PRICE.

THIS CONTRACT MAY BE TERMINATED BY THE CITY OF NEW YORK IN THE EVENT THAT PRICE INCREASES OR DECREASES DO NOT REFLECT INDUSTRY DOCUMENTATION.

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

WHEN THE PPI INDEX CONFLICTS WITH MANUFACTURER'S MATERIAL COST (AS REFLECTED IN MANUFACTURER'S NOTICE OR INVOICES), DCAS MAY, AT ITS DISCRETION, ADJUST PRICES TO REFLECT MANUFACTURER DATA.

ONCE A PRICE INCREASE HAS BEEN GRANTED, IF A SECOND PRICE INCREASE IS REQUESTED, THE BASE PPI FOR THAT INCREASE WILL BE THE ACTUAL PPI UTILIZED FOR THE FIRST INCREASE.

PRICE CHANGE REQUESTS, IF APPROVED, WILL AFFECT FUTURE ORDERS ONLY. ANY PURCHASE ORDER THAT HAS ALREADY BEEN GENERATED WILL REFLECT THE THEN CURRENT PRICE.

DOCUMENTS TO VERIFY VENDOR'S CURRENT PAPER COST MUST BE SUBMITTED WITH THIS BID AT TIME OF PROPOSAL. IT WILL BE USED TO ESTABLISH ORIGINAL COST WHEN IMPLEMENTING REQUEST FOR PRICE CHANGES BY THE VENDOR. FAILURE TO PROVIDE THIS INFORMATION CAN PRECLUDE THE VENDOR FROM RECEIVING FUTURE PRICE CHANGES.

VENDOR MUST PROVIDE CONVERSION FORMULA TO CALCULATE PRICE OF PAPER FROM MILL'S UNIT OF MEASUREMENT TO NEW YORK CITY'S BID UNIT OF MEASUREMENT. VENDOR MUST USE SAME UNIT OF MEASUREMENT IN ALL PRICE INCREASE CORRESPONDENCE AS CITED IN THE ORIGINAL BID.

LIQUIDATED DAMAGES

****
FAILURE TO COMPLETE CONTRACT PERFORMANCE WILL BE MEASURED BASED ON THE FOLLOWING:

1) NON-DELIVERY OR LATE DELIVERY OF ELECTION DAY SUPPLIES.
2) ERROR OR OMISSION OF SUPPLIES, FOR EXAMPLE:
   A) PUTTING STREET FINDERS FOR THE BRONX IN THE SUPPLY BAGS FOR MANHATTAN.
   B) USING A GENERAL ELECTION AFFIDAVIT BALLOT ENVELOPES FOR A PRIMARY ELECTION.
   C) EXCLUDING AN ITEM SUCH AS VOTER CARDS.

****

1) NON-DELIVERY OR LATE DELIVERY OF ELECTION DAY SUPPLIES.

FAILURE TO DELIVER SUPPLY BAGS TO THE VOTING MACHINE FACILITIES OR SPECIFIED LOCATION BY BOARD OF ELECTIONS' SPECIFIED DATE WILL INCUR PENALTIES AS FOLLOWS:

TABLE 1:

DAY(S) LATE	ASSESSED LIQUIDATED DAMAGES (CALCULATED AS PERCENT OF HANDLING FEES AND ASSEMBLY LABOR - AS PER ITEMS 110, 111, 112 AND/OR 113 ON 'C' PAGES.)
1	20%
2	30%
3	50%
4+	AFTER DAY 3, 50% PLUS ANY ADDITIONAL COSTS THAT THE BOARD OF ELECTIONS INCURS DUE TO LATE DELIVERY OF SUPPLIES.

2) ERROR OR OMISSION OF SUPPLIES:

SUPPLY ITEMS IN EACH SUPPLY BAG OR TABLE DISPLAY ARE CLASSIFIED BY CRITICALITY. CRITICAL ITEMS ARE DEFINED AS ITEMS THAT ARE NECESSARY IN ORDER FOR VOTERS TO EXERCISE THEIR RIGHT TO VOTE IN AN ELECTION AND TO HAVE THEIR VOTE COUNTED. NON-CRITICAL ITEMS DO NOT IMPEDE A VOTER'S RIGHT TO VOTE; THEY ONLY POSE A CHALLENGE FOR A VOTER TO VOTE.

A) CRITICAL VS. NON-CRITICAL SUPPLY ITEMS:

CRITICAL ITEMS ARE:

BMD BAGS:
- SIP AND PUFF STRAW WITH FILTER & ONE PAIR OF GLOVES
- HEAD PHONE COVERS

ED/AD BAGS:
- POLL SITE LISTS
- MAGNIFYING SHEET
- AFFIDAVIT ENVELOPES
- PENS (CRITICAL IF BAG HAS NO PENS)
- RETURN ENVELOPES

COORDINATOR/POLL SITE BAGS
- STREET FINDERS AND POLL SITE LISTS
- NYS VOTER BILL OF RIGHTS

TABLE DISPLAYS
- AFFIDAVIT BALLOT ENVELOPES
- NYS NOTICE TO VOTERS
- CHALLENGE OATHS

ALL OTHER ITEMS ARE DEEMED "NON-CRITICAL."

B) DEADLINES
THE VENDOR MUST PROVIDE TO THE BOARD OF ELECTIONS ALL DEADLINES BY WHICH THE BOARD OF ELECTIONS MUST SUBMIT ALL SUPPLY REQUESTS AND ALL FINAL DOCUMENTS PROOF. THE BOARD OF ELECTIONS MUST CONFIRM THAT THESE DEADLINES ARE ACCEPTABLE BEFORE PROCESSING.

C) QUALITY ASSESSMENT PROCEDURE
THE BOARD OF ELECTIONS MAY CONDUCT TWO QUALITY INSPECTIONS OF SUPPLIES, ONE PRIOR TO DELIVERY AND ONE AFTER DELIVERY TO SPECIFIED LOCATIONS. NOTE THAT THE SECOND INSPECTION WILL OCCUR ONLY IF ERRORS ARE FOUND IN THE FIRST INSPECTION.

NO LIQUIDATED DAMAGES WILL BE ASSESSED FOR ERRORS FOUND IN THIS FIRST INSPECTION CONDUCTED TWO WEEKS PRIOR TO DELIVERY. IF ALL BUT ONE (1) SAMPLE BAG IS FOUND TO BE DEFECTIVE, THEN THE VENDOR MUST TAKE CORRECTIVE MEASURES TO ENSURE THAT THE ERRORS ARE CORRECTED. IN THIS CASE, AFTER THE SUPPLIES ARE DELIVERED TO THE SPECIFIC LOCATION, THE BOARD OF ELECTIONS WILL CONDUCT ANOTHER RANDOM SAMPLING OF THE SUPPLIES. AT THAT TIME, IF ERRORS ARE FOUND IN THE RANDOM SAMPLE, LIQUIDATED DAMAGES SHALL BE ASSESSED AS OUTLINED IN LIQUIDATED DAMAGES ASSESSMENT, SECTION 3, TABLE 2.

D) SAMPLE SIZE
THE FOLLOWING RANDOM SAMPLING GUIDELINES PROVIDE A SAMPLE SIZE TO USE FOR MEASURING THE DESIRED LEVELS OF ACCURACY. THIS SAMPLE SIZE REPRESENTS THE TOTAL NUMBER OF BAGS, TABLE DISPLAY OR JOB FOR EACH BOROUGH. (THE CURRENT SUPPLIES VENDOR ASSEMBLES ABOUT 6,000 BAGS AND 6,000 TABLE DISPLAYS PER CITY-WIDE PRIMARY AND GENERAL ELECTION. FOR SPECIAL ELECTIONS, THE QUANTITY OF SUPPLIES REQUIRED MAY BE AS LITTLE AS 100 BAGS.) WITH A POPULATION OF 6,000 BAGS, A SAMPLE SIZE OF 31 BAGS ACCURATELY REFLECTS THE CONDITION OF THE POPULATION WITH A 95% CONFIDENCE LEVEL.

ACCORDINGLY, A MINIMUM OF 31 BAGS WILL BE SELECTED AT RANDOM FOR INSPECTION.

FOR ELECTIONS WITH 1,000 OR LESS BAGS, A RANDOM SAMPLE OF 20 BAGS WILL BE INSPECTED.

THE VOTING EQUIPMENT OPERATIONS UNIT "VEOU" SUPERVISOR AND/OR VEOU STAFF IN THE PRESENCE OF THE SUPPLY VENDOR WILL SELECT AT RANDOM A PROPORTIONAL NUMBER OF COMPLETED SUPPLY BAGS, TABLE DISPLAYS AND/OR OTHER REQUESTED JOBS FROM EACH PALLET FOR EACH BOROUGH.

E) HIGH IMPACT VS. LOW IMPACT
IF AN ITEM IN A SUPPLY BAG OR TABLE DISPLAY IS MISSING OR INCORRECT (REGARDLESS OF THE QUANTITY) AND THAT ITEM APPEARS ON THE "CRITICAL LIST", THE ERROR WILL BE COUNTED AS A "HIGH IMPACT" ERROR.

IF AN ITEM IN A SUPPLY BAG OR TABLE DISPLAY IS MISSING OR INCORRECT (REGARDLESS OF THE QUANTITY) AND THAT ITEM DOES NOT APPEAR ON THE "CRITICAL LIST", THE ERROR WILL BE COUNTED AS A "LOW IMPACT" ERROR.

AFTER CONDUCTING THE RANDOM SAMPLING, BOTH PARTIES SHALL AGREE AND SIGN OFF ON THE QUANTITIES OF BAGS INSPECTED AND THE NUMBER OF DEFECTIVE BAGS THAT HAVE A HIGH IMPACT AND LOW IMPACT ON AN ELECTION.

THE LISTS OF SUPPLY ITEMS FOR THE VARIOUS PACKAGES ARE REFERENCED AS FOLLOWS:

ED/AD SUPPLY BAG - SEE PAGE B008
BMD BAG - SEE PAGE B008
COORDINATOR/POLL SITE BAG - SEE PAGE B008
TABLE DISPLAY - SEE PAGE B008

3) LIQUIDATED DAMAGES ASSESSMENT:
CORRECTIVE MEASURES AND ASSESSMENT OF LIQUIDATED DAMAGES SHALL BE BASED ON THE CRITICALITY OF THESE SUPPLIES AND THE LEVEL OF IMPACT THAT THESE ERRORS WOULD HAVE DURING AN ELECTION.
THE BOARD OF ELECTIONS SHALL INVOKE A LIQUIDATED DAMAGES ASSESSMENT OF UP TO 15% OF THE HANDLING FEES AND ASSEMBLY LABOR CHARGED TO THE BOARD OF ELECTIONS FOR A SUPPLY BAG OR TABLE DISPLAY IF THERE ARE ERRORS. IN ADDITION, ALL ERRORS MUST BE CORRECTED. THE DAMAGE ASSESSMENT SHALL BE BASED ON THE LEVEL OF IMPACT ON AN ELECTION AS SHOWN BELOW:

TABLE 2

HIGH IMPACT

NO. OF DEFECTIVE BAGS/ITEMS SAMPLE SIZE = 31	LIQUIDATED DAMAGES AS A PERCENT OF HANDLING FEES AND ASSEMBLY COSTS CHARGED TO THE BOARD OF ELECTIONS
11 TO 31	15%
9 TO 10	14%
7 TO 8	13%
2 TO 6	12%

LOW IMPACT:

NO. OF DEFECTIVE BAGS/ITEMS SAMPLE SIZE = 31	LIQUIDATED DAMAGES AS AS A PERCENT OF HANDLING FEES AND ASSEMBLY COSTS CHARGED TO THE BOARD OF ELECTIIONS
11 TO 31	8%
9 TO 10	7%
7 TO 8	6%
2 TO 6	5%

4) CALCULATION OF LIQUIDATED DAMAGES FOR ERROR OR OMISSION OF SUPPLIES OR LATE DELIVERY OF BAGS.

LIQUIDATED DAMAGES SHALL BE CALCULATED AS A PERCENT OF THE VENDOR'S HANDLING FEES AND ASSEMBLY LABOR CHARGED TO THE BOARD (AS SPECIFIED IN THE ABOVE TABLE) FOR ALL SUPPLY BAGS/TABLE DISPLAY OR JOB. THE VENDOR'S HANDLING FEES AND ASSEMBLY LABOR CHARGE ARE COMPONENTS OF THE TOTAL CHARGES, I.E., THE CHARGE FOR A SUPPLY BAG OR TABLE DISPLAY = COST OF ITEMS + HANDLING FEES + LABOR TO ASSEMBLE BAG OR TABLE DISPLAY.
LIQUIDATED DAMAGES ARE CALCULATED AS THE FOLLOWING EXAMPLES ILLUSTRATE:

A) EXAMPLE A: ERROR OR OMISSION OF SUPPLIES: TOTAL HANDLING FEES AND ASSEMBLY LABOR CHARGED TO THE BOARD OF ELECTIONS FOR ALL SUPPLY BAGS FOR AN EVENT ARE $70,000.

DURING A RANDOM SAMPLING, 13 BAGS OUT OF 40 SUPPLY BAGS HAD MISSING OR INCORRECT ITEMS. ELEVEN (11) OF THESE ITEMS WERE ON THE CRITICAL LIST, THEREFORE, THE LIQUIDATED DAMAGES WILL BE 15%. TWO (2) OF THESE ITEMS WERE ON THE NON-CRITICAL LIST, THEREFORE, THE LIQUIDATED DAMAGES WILL BE 5%.

THE LIQUIDATED DAMAGES WILL BE:

15% X $70,000 = $10,500 (HIGH IMPACT - SEE TABLE 2)

5% X $70,000 = $ 3,500 (LOW IMPACT - SEE TABLE 2)

$14,000

THE VENDOR WOULD BE LIABLE FOR LIQUIDATED DAMAGES OF $14,000 FOR FAILURE TO COMPLETE CONTRACT PERFORMANCE AT THE EXPECTED LEVEL OF QUALITY FOR THIS EVENT OR JOB.

B) EXAMPLE B: LATE DELIVERY OF BAGS
IN ADDITION TO THE DAMAGES ASSESSED IN EXAMPLE A ABOVE FOR ERRORS OR OMISSIONS OF SUPPLIES, IF THE VENDOR WAS ALSO LATE IN DELIVERY OF ALL THE SUPPLY BAGS BY 1 DAY, THERE WOULD BE AN ADDITIONAL LIQUIDATED DAMAGES ASSESSMENT OF 20% OF THE HANDLING FEES AND ASSEMBLY LABOR - SEE TABLE 1.

20% X $70,000 = $14,000 (SEE TABLE 1)

PERMISSION TO SUBCONTRACT MAY BE GRANTED BY THE ASSISTANT COMMISSIONER, OFFICE OF CITYWIDE PROCUREMENT UPON WRITTEN APPLICATION AT THE TIME OF BIDDING. IF SUBCONTRACTING IS INTENDED, BIDDER SHALL SUBMIT A LETTER OF APPLICATION WHICH WILL INCLUDE THE NAME AND ADDRESS OF THE FIRM OR FIRMS OF INTENDED SUBCONTRACTORS AND IDENTIFY THE OPERATION THEY WOULD PERFORM AND CONFIRM THEY CAN AND WILL PERFORM AT ANY HOUR, DAY, NIGHT, WEEKEND OR HOLIDAY AS REQUIRED TO PERFORM AND COMPLETE THIS CONTRACT. THE BIDDER SHALL BE RESPONSIBLE FOR REQUIRING SUBCONTRACTORS TO PERFORM IN ACCORDANCE WITH THE REQUIREMENTS FOR THIS CONTRACT. THE BIDDER MUST UPLOAD THE LETTER OF APPLICATION IN THE DESIGNATED AREA IN PASSPORT.

IT IS ESSENTIAL THAT THE CONTRACTOR HAVE AVAILABLE AN ADEQUATE CLEAR SPACE FOR THE INSPECTION, COLLATING AND PACKAGING OF SUPPLIES IN ADDITION TO AMPLE FLOOR SPACE IN THE PRESSROOM.

NO OVERTIME WILL BE PAID BY THE CITY FOR ANY WORK PERFORMED UNDER THIS PROPOSAL. IT IS NOT EXPECTED THAT VENDOR WILL NEED OVERTIME TO PERFORM ON THIS PROPOSAL; HOWEVER, SHOULD THIS EVENT ARISE, VENDOR WILL UTILIZE ALL SHIFTS, WEEKDAYS AND/OR WEEKENDS IF NECESSARY TO MEET ALL DELIVERY REQUIREMENTS.

SHOULD ADDITIONAL ITEMS OR SUPPLY BAGS BE REQUIRED AT THE GENERAL OFFICE AND BOROUGH OFFICES, THEY ARE TO BE DELIVERED AS ADVISED BY THE BOARD OF ELECTIONS, AS SOON AS PHYSICALLY POSSIBLE AFTER REQUEST.

ITEMS NOT SPECIFIED IN THIS CONTRACT WHICH ARE TO BE PACKED, WILL BE SUPPLIED BY THE BOARD OF ELECTIONS. VENDORS WILL PICK UP THESE ITEMS AT A POINT(S) DIRECTED BY THE BOARD OF ELECTIONS ATTHE VENDOR'S OWN EXPENSE. UPON DELIVERY OR PICKUP OF SUPPLIES FROM THE BOARD OF ELECTIONS OR ANOTHER VENDOR, IT SHALL BE THIS CONTRACT VENDOR'SRESPONSIBILITY TO VALIDATE THE CONTENTS PRIOR TO SIGNING ANY RECEIPT AND MUST SEND THE SIGNED PACKING SLIP TO THE BOARD OF ELECTIONS' PROCUREMENT OFFICE WITHIN 24 HOURS. ANY DISCREPANCIES IN THE DELIVERY MUST BE RESOLVED AT THE TIME OF DELIVERY.

THE VENDOR IS RESPONSIBLE FOR ANY SHORTAGES ONCE THE DELIVERY OF SUPPLIES IS ACCEPTED AND MUST REPLACE ANY SHORTFALL WITH ITEMS OF EQUAL OR GREATER VALUE AT THEIR OWN COST. EXCESS OF PRINTED ITEMS AFTER PACKING WILL BE DISTRIBUTED TO THE VARIOUS BOROUGH OFFICES OR STORED BY VENDOR FOR FUTURE USE. THE VENDOR SHALL CHECK WITH THE BOARD OF ELECTIONS BEFORE DISTRIBUTION OF THESE ITEMS.

INSPECTION: THE CITY RESERVES THE RIGHT TO SEND REPRESENTATIVES OF THE DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES TO INSPECT THE PREMISES OF THE AWARDED VENDOR OR ANY SUBCONTRACTOR. INSPECTIONS MAY OCCUR BEFORE AWARD AND AT ANY TIME DURING THE CONTRACT TERM. INSPECTIONS MAY BE UNANNOUNCED.

INSPECTION OF ALL MATERIALS, CONSTRUCTION AND/OR FABRICATION MAY BE MADE AT THE POINT OF MANUFACTURE, AND/OR DELIVERY, BY REPRESENTATIVES OF THE DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES (DCAS) AND THE USER AGENCY, IF REQUIRED. FINAL ACCEPTANCE SHALL BE MADE BY THE CITY AT THE FINAL DELIVERY POINT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY TEN (10) DAYS PRIOR TO ANY DATE OF REQUIRED INSPECTION AS TO WHEN ANY MATERIAL WILL BE READY FOR SAID INSPECTION. (SEE NEW YORK CITY PURCHASE CONTRACT; PART III - GENERAL CONDITIONS; SECTION 5 - INSPECTION)

THE CONTRACTOR SHALL, UPON REQUEST BY THE CITY, SUBMIT TO DCAS THE INSPECTION FEES OF $5000 TO COVER THE COST OF LODGING, MEALS AND TRAVEL EXPENSES, IF NECESSARY, OF THE INSPECTORS AND REPRESENTATIVES OF THE CITY OF NEW YORK. IN THE EVENT THE AMOUNT INDICATED IS NOT SUFFICIENT TO COVER THE COST OF THE INSPECTIONS, THE CITY RESERVES THE RIGHT TO INCREASE THE INSPECTION FEES. CONTRACTOR SHALL SUBMIT ANY ADDITIONAL INSPECTION FEES TO DCAS WITHIN FIVE (5) DAYS OF REQUEST BY THE CITY.

UPON INVOICING AND FIRST DELIVERY, THE CONTRACTOR SHALL INCLUDE THE AMOUNT OF THE INSPECTION FEE, PLUS ANY ADDITIONAL INSPECTION FEES SUBMITTED TO TO DCAS FOR REIMBURSEMENT. ONLY ACTUAL INSPECTION FEES SUBMITTED WILL BE CONSIDERED FOR REIMBURSEMENT.

DRAFT:
CONTRACTOR MUST PROVIDE E-VERSIONS OF ALL DOCUMENTS IN MICROSOFT OFFICE FORMAT FOR POSSIBLE EDITING BY THE BOARD OF ELECTIONS. ANY CHANGES BY BOARD OF ELECTIONS STAFF AND/OR OTHER CONTRACTOR(S) WILL BE COMMUNICATED VIA A HARD COPY FORMAT, UNLESS OTHERWISE AGREED TO BY BOTH PARTIES.

SPECIMEN: CONTRACTOR MUST DELIVER UPON COMPLETION OF EACH PRINTING JOB TWO SAMPLES OF EVERY FORM AND AN E-VERSION IN PDF FORMAT TO THE VEOU COORDINATOR, BOARD OF ELECTIONS, 7TH FLOOR, 32 BROADWAY, NEW YORK CITY, AND ONE OF EACH TO THE BUREAU OF QUALITY ASSURANCE, MUNICIPAL BUILDING,1 CENTRE STREET, 18TH FLOOR, NEW YORK, NY 10007

DELIVERY TIME:
DELIVERY IS TO BE MADE WITHIN 30 DAYS OF THE THE PURCHASE ORDER DATE.

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

DELIVERY RECEIPTS: CONTRACTOR MUST SECURE SIGNED RECEIPTS IN TRIPLICATE FOR EACH DELIVERY. ONE COPY MUST BE LEFT AT THE DELIVERY POINT. ONE COPY MUST BE SENT TO THE GENERAL OFFICE OF THE BOARD OF ELECTIONS AND ONE COPY SHOULD BE KEPT BY THE CONTRACTOR. RECEIPT MUST INDICATE DATE OF DELIVERY, DELIVERY POINT, ITEM NUMBER, ITEM, LINE NUMBER, QUANTITY AND NUMBER OF PACKAGES FOR SAID ITEM. IN ADDITION ALL INVOICES MUST HAVE COPY OF SIGNED RECEIPTS ATTACHED.

NOTE: ALL ITEMS BEING DELIVERED TO THE GENERAL AND BOROUGH OFFICES SHALL HAVE A SAMPLE AFFIXED TO THE SMALLER SIDE OF THE OUTER WRAPPER OF THE DELIVERY PACKAGE AND AN INDICATION AS TO THE QUANTITY INSIDE SUCH PACKAGE.

ATTENTION: ALL TRUCKS MAKING DELIVERIES MUST HAVE A LIFT GATE AND A PALLET JACK.

SPECIAL NOTE:
CHECK WITH THE VEOU COORDINATOR AT THE BOARD OF ELECTIONS BEFORE MAKING ANY DELIVERIES TO THE GENERAL OFFICE.
NOTE: EXPENSES INCURRED IN THE USE OF SPECIAL MAILING SERVICES I.E., FEDERAL EXPRESS, EXPRESS MAIL ETC., IN CONJUNCTION WITH THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

BOROUGH OFFICES LOCATIONS:

MANHATTAN OFFICE - CHIEF CLERK
200 VARICK ST., 10TH FLOOR.
NEW YORK, NY 10014
(212) 886-2100

BROOKLYN OFFICE: CHIEF CLERK
345 ADAMS STREET
BROOKLYN, NY. 11201
(718) 797-8800

BRONX OFFICE: CHIEF CLERK
1780 GRAND CONCOURSE
BRONX, NY 10457
(718) 299-0730

QUEENS OFFICE: CHIEF CLERK
118-35 QUEENS BLVD.
FOREST HILLS,NY 11375
(718) 730-6730

STATEN ISLAND OFFICE: CHIEF CLERK
ONE EDGEWATER PLAZA
STATEN ISLAND, N.Y. 10305
(718) 876-0079

BOARD OF ELECTIONS:

MANHATTAN:
450 W. 33RD STREET
NEW YORK, N.Y. 10001
(212) 465-0503

BROOKLYN:
5112 SECOND AVENUE
BROOKLYN N.Y.
(718) 522-4796

BRONX:
1780 GRAND CONCOURSE
BRONX, N.Y. 10457
(718) 960-0730

QUEENS:
66-26 METROPOLITAN AVENUE
MIDDLE VILLAGE, NY 11379
(718) 417-2026

STATEN ISLAND:
ONE EDGEWATER PLAZA
STATEN ISLAND, N.Y. 10305
(718) 876-0079

**OFFICE LOCATIONS ARE SUBJECT TO CHANGE WITHIN
THE BOROUGHS.

MAIL INVOICES IN TRIPLICATE TO:
BOARD OF ELECTIONS
32 BROADWAY-7TH FLOOR
N.Y., N.Y. 10004
ATT: FINANCE DEPARTMENT
NOTE: INVOICES MUST HAVE COPY OF DELIVERY RECEIPT ATTACHED IN ORDER TO BE PROCESSED.

NOTE: UNLESS OTHERWISE SPECIFIED, ALL PRINTING WILL BE BLACK INK. PRINTING CONSTRUED TO MEAN LETTERPRESS, OFFSET OR DIGITAL.
PAPER WILL BE RECYCLED WITH MINIMUM 30% POST-CONSUMER WASTE WHEN AVAILABLE.

SCHEDULE FOR SUPPLY BAGS SHOWING NUMBER OF BAGS TO BE MADE FOR EACH FUNCTION I.E. PRIMARY, REGISTRATION, GENERAL ELECTION, ETC. AND THEIR DELIVERY POINTS WILL BE PROVIDED TO VENDOR PRIOR TO EACH EVENT. DELIVERIES WILL BE MADE TO BOARD OF ELECTIONS BOROUGH OFFICES, GENERAL OFFICE, AND VAROUS POLICE PRECINCTS, AND OTHER BOARD OF ELECTIONS FACILITIES THROUGHOUT THE CITY.

NOTE: IN THE EVENT THIS CONTRACT IS AWARDED TO A NEW VENDOR, PREVIOUSLY PRINTED ITEMS, ENVELOPES, OR OTHER SUPPLIES BELONGING TO THE BOARD OF ELECTIONS ARE TO BE PICKED UP AT:

VANGUARD DIRECT
1006 CHANCELLOR AVENUE
MAPLEWOOD, NJ 07040
ATTN: DOREEN DOYLE 212-736-0770 X 157

ADDRESSES OF THE BOARD OF ELECTIONS OFFICES:
GENERAL OFFICE: 32 BROADWAY, NY, NY 10004
7TH FLOOR
VEOU COORDINATOR

THE FOLLOWING IS A LIST OF ITEMS FOR THE ED/AD SUPPLY BAG:

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1 POLL WORKER'S PROCEDURE MANUAL
1 FORMS BOOKLET
2 OVER VOTE INSTRUCTIONS
2 ID REQUIREMENTS (LAMINATED)
1 ED TABLE OPENING CARD
1 MAGNIFYING SHEET
1 ED TABLE CLOSING CARD
AFFIDAVIT ENVELOPES
SERVING THE VOTER CARD
AFFIDAVIT BALLOT INSTRUCTIONS (TENT CARD)
BALLOT PROPOSAL (GENERAL ELECTION ONLY IF NECESSARY)

COLLATE STATIONERY AND SUPPLIES FOR EARLY VOTING AND ELECTION DAY, PRIMARY, GENERAL AND SPECIAL ELECTIONS AS WELL AS TRAINING.
VARIOUS ITEMS ARE SHRINK-WRAPPED AND/OR COMBINED IN SETS BASED ON VARIOUS COMBINATIONS OF LANGUAGE BAGS BASED ON BOROUGH'S REQUIREMENTS.
MATERIALS ARE DELIVERED TO MULTIPLE VMF AND BOROUGH OFFICE LOCATIONS AS WELL AS THE GENERAL OFFICE.

6 DIRECTIONAL ARROWS
4 PLASTIC HOLDERS FOR INSPECTOR ID BADGES
2 SPANISH BILINGUAL BADGES
4 PENS
1 ROLL OF TAPE
5 RUBBER BANDS
1 WHITE PAPER SEAL PAD
3 PLASTIC POLL LIST TRANSPORT SEAL
1 BINDER CLIP

LARGE ENVELOPES
1 "A"
1 VALID EMERGENCY BALLOTS
2 VOID PAPER BALLOTS
1 USED STUB
1 SPECIAL BALLOT
1 EXCESS BALLOT

1 BMD MANUAL
1 BALLOT MARKING DEVICE (BMD) POSTER
1 BMD LAMINATED CARD
(SETUP, CLOSING AND CONNECTING ACCESSORY DEVICES)
15 SIP AND PUFF STRAW WITH FILTER & ONE PAIR OF GLOVES (PROVIDED BY THE BOARD OF ELECTIONS)
HEAD PHONE COVERS (PROVIDED BY THE BOARD OF ELECTIONS)
30 ALCOHOL WIPES (PROVIDED BY THE BOARD OF ELECTIONS)
2 PENS (PROVIDED BY THE BOARD OF ELECTIONS)

COORDINATOR/POLL SITE BAG:

POLL WORKER PROCEDURE MANUAL
1 ROLL "I VOTED" STICKERS
POLL SITE PROFILE & SCHEMATIC
STREET FINDER (COORDINATOR HANDBOOK)
12 PENS
POLL SITE LIST
"NO SMOKING, EATING ... " SIGNS (2)
VOTER INSTRUCTIONS (ENGLISH) (1)
VOTER INSTRUCTIONS (SPANISH) (1)
NYS VOTER BILL OF RIGHTS (1)
NO ELECTIONEERING SIGN (4)
VOTE HERE SIGN (4)

SUB BAG - INFO CLERK INTERPRETER
INTERPRETER BADGE HOLDER(S)
INFORMATION CLERK BADGE HOLDER(S)
DOOR CLERK BADGE HOLDER(S)
MAGIC MARKER (ONLY AT ALTERNATE ENTRANCE SITES)
REFERRAL SLIP PAD
ACCESSIBILITY SIGN (WHEELCHAIR LOGO)
ACCESSIBILITY SIGN (ALTERNATE ENTRANCE LOCATED AT)
INTERPRETER AVAILABLE SIGN (INSIDE)
INTERPRETER AVAILABLE SIGN (OUTSIDE)
VOTER INSTRUCTIONS (CHINESE)(1)
VOTER INSTRUCTIONS (KOREAN)(1)

TABLE DISPLAY
NOTICE TO VOTERS
CHALLENGE OATH
VOTER REGISTRATION FORM (ALL REQUIRED LANGUAGES). LOTS BASED ON BOROUGHS.
AFFIDAVIT BALLOT (ALL REQUIRED LANGUAGES)
MARIGOMD FLYER (MO MARK YOUR CHOICE)
VOTER RIGHTS FLYER. LANGUAGES INCLUDED ARE BASED ON BOROUGH REQUIREMENTS.

**LIST OF ITEMS ARE SUBJECT TO CHANGE.

TABLE DISPLAYS ARE ASSEMBLED BY BOROUGH, THIS MAY BE TWO (2), THREE (3), FOUR (4) OR SIX (6) LANGUAGES. DECALS ARE ADDED TO THE OUTER PACKAGING OF EACH FORM PLACED ON THE DISPLAY.
SIX (6) ITEMS ARE INCLUDED IN EACH DISPLAY AND THESE ITEMS DIFFER BASED ON TEH LANGUAGE REQUIREMENTS OF THE BOROUGH THEY ARE BEING PACKGED FOR.
THE TABLE DISPLAY IS THEN PLACED INTO A 30"X30" 2 MIL POLYBAG THAT IS TAPED CLOSED. THIS INSTRUCTION SHEET AND LABEL ARE THEN PLACED ON THE OUTSIDE OF TEH POLYBAG.

USAGE REPORT
THE CITY MAY REQUEST USAGE REPORTS FOR ANY TIME PERIOD AFTER THE CONTRACT IS EFFECTIVE. THE REPORT SHALL BE FORMATTED TO INCLUDE: CONTRACT TITLE, CONTRACT NUMBER, AND TERM OF THE CONTRACT AT THE TOP, AND SHALL INDICATE THE PERIOD OF TIME COVERED BY THE REPORT. THE REPORT IS TO BE ORGANIZED TO SHOW USER AGENCY, ITEM ORDERED, UNIT OF ISSUE, QUANTITY ORDERED, AND DOLLAR VALUE.

THE REPORT MAY BE SUBMITTED IN EXCEL, PDF OR ANY OTHER FORMAT DEEMED ACCEPTABLE BY DCAS. ONCE REQUESTED, THE REPORT MUST BE SUBMITTED WITHIN FIVE (5) BUSINESS DAYS.

NOTE:
VENDORS INTENDING TO DO BUSINESS WITH THE CITY OF NEW YORK SHOULD COMPLETE AN ONLINE PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPORT) DISCLOSURE FILING (FORMERLY KNOWN AS VENDEX) TO BE CONSIDERED FOR CONTRACTS. VENDORS MUST CREATE ONLINE ACCOUNTS AND FILE ALL DISCLOSURE INFORMATION.

THIS CONTRACT MAY BE SUBJECT TO THESE FILING REQUIREMENTS PRIOR TO ANY AWARD. FAILURE TO FILE MAY BE CAUSE OF DISQUALIFICATION.

PAPER SUBMISSIONS, INCLUDING CERTIFICATIONS OF NO CHANGE TO EXISTING VENDEX PACKAGES, WILL NOT BE ACCEPTED IN LIEU OF COMPLETED ONLINE FILINGS. FOR MORE INFORMATION ABOUT PASSPORT, PLEASE VISIT NYC.GOV/PASSPORT

PLEASE ALSO SEE PAGE B002 FOR ADDITIONAL PASSPORT (VENDEX) INFORMATION.

THE CITY HIGHLY ENCOURAGES M/WBE TO PARTICIPATE IN THE BID. AND THE AWARDED VENDOR IS ENCOURAGED TO UTILIZE M/WBE FOR PRODUCT SOURCING AND SERVICES.

ALL PAPER SHALL BE AT LEAST ELEMENTAL CHLORINE-FREE. ELEMENTAL CHLORINE-FREE (ECF) IS A TERM USED TO DESCRIBE A BLEACHING TECHNOLOGY USED IN MANUFACTURING PULP AND PAPER. AN ECF PAPER IS MADE FROM PULP BLEACHED WITH CHLORINE DIOXIDE OR OTHER CHLORIDE DERIVATIVES BUT NOT ELEMENTAL CHLORIDE.

VENDORS ARE ENCOURAGED TO USE A PROCESS CHLORINE-FREE OPERATION. PROCESS CHLORINE-FREE (PCF) IS A TERM USED TO DESCRIBE PAPER THAT HAS AT LEAST 30% POST-CONSUMER RECYCLED CONTENT THAT HAS HAD NO NEW CHLORINE OR CHLORINE DERIVATIVES INTRODUCED DURING THE PAPER MAKING PROCESS. IN ADDITION, ANY VIRGIN MATERIAL PORTION OF THE PAPER MUST BE TOTALLY CHLORINE-FREE (TCF).

IF THE PAPER HAS ANY CERTIFICATIONS RELATED TO CHLORINE-FREE PROCESSING, VENDORS ARE TO PROVIDE EVIDENCE OF SUCH WHEN SUBMITTING BID.

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NEW YORK CITY RECOVERED MATERIALS PROGRAM
(PAPER AND PRINT BIDS)

****

IN ACCORDANCE WITH SECTION 104-A OF THE GENERAL MUNICIPAL LAW AND SECTION 6-308 OF THE ADMINISTRATIVE CODE, THE CITY OF NEW YORK INTENDS TO PURCHASE PAPER PRODUCTS MADE WITH RECYCLED MATERIALS WHICH MEET MINIMUM CONTENT STANDARDS. NEW YORK CITY DEFINES RECYCLED MATERIALS AS THE FOLLOWING TWO (2) CATEGORIES: 1)TOTAL RECOVERED FIBER; 2)POST CONSUMER RECOVERED FIBER.

RECOVERED FIBER CONSISTS OF THE UNIVERSE OF RECOVERED FIBER WHICH MEANS WASTE MATERIAL AND BY-PRODUCTS THAT HAVE BEEN RECOVERED OR DIVERTED FROM SOLID WASTE, BUT SUCH TERM DOES NOT INCLUDE THOSE MATERIALS AND BY-PRODUCTS GENERATED FROM, AND COMMONLY REUSED WITHIN, AN ORIGINAL MANUFACTURING PROCESS. MILL BROKE MEANS ANY PAPER WASTE GENERATED IN A PAPER MILL PRIOR TO COMPLETION OF THE PAPERMAKING PROCESS. IT IS USUALLY RETURNED DIRECTLY TO THE PULPING PROCESS. MILL BROKE IS EXCLUDED FROM THE DEFINITION OF "RECOVERED FIBER." IN THE CASE OF PAPER AND PAPER PRODUCTS, THE TERM RECOVERED FIBER INCLUDES:

A. POSTCONSUMER FIBER SUCH AS: (1) PAPER, PAPERBOARD, AND FIBROUS WASTES FROM RETAIL STORES, OFFICE BUILDINGS, HOMES, AND SO FORTH AFTER THEY HAVE PASSED THROUGH THEIR END-USAGE AS A CONSUMER ITEM INCLUDING: USED CORRUGATED BOXES, OLD NEWSPAPER, OLD MAGAZINES, MIXED WASTE PAPER, TABULATING CARDS, AND USED CORDAGE; AND (2) ALL PAPER, PAPERBOARD, AND FIBROUS WASTES THAT ENTER AND ARE COLLECTED FROM MUNICIPAL SOLID WASTE. POSTCONSUMER FIBER DOES NOT INCLUDE FIBER DERIVED FROM PRINTERS' OVER-RUNS, CONVERTERS' SCRAP, AND OVER-ISSUE PUBLICATIONS.

AND

B. PRECONSUMER FIBER MANUFACTURING WASTES, SUCH AS: (1) DRY PAPER AND PAPERBOARD WASTE GENERATED AFTER COMPLETION OF THE PAPER-MAKING PROCESS (THAT IS THOSE MANUFACTURING OPERATIONS UP TO AND INCLUDING THE CUTTING AND TRIMMING OF PAPER MACHINE REEL INTO SMALLER ROLLS OR ROUGH SHEETS) INCLUDING: ENVELOPE CUTTINGS, BINDERY TRIMMINGS, AND OTHER PAPER AND PAPERBOARD WASTE, RESULTING FROM PRINTING, CUTTING, FORMING, AND OTHER CONVERTING OPERATIONS; BAG, BOX AND CARTON MANUFACTURING WASTES; AND BUTT ROLLS, MILL WRAPPERS, AND REJECTED UNUSED STOCK.

(2) REPULPED FINISHED PAPER AND PAPERBOARD FROM OBSOLETE INVENTORIES OF PAPER AND PAPERBOARD MANUFACTURERS, MERCHANTS, WHOLESALERS, DEALERS, PRINTERS, CONVERTERS, OR OTHERS.

THE BIDDER'S/MANUFACTURER'S CERTIFICATE IS ATTACHED TO THE BID BOOK AS CF-06P AND MUST BE SIGNED BY BOTH A DESIGNATED MILL OFFICIAL AND THE BIDDER.

TO BE ELIGIBLE FOR AWARD, THE QUALITY OF THE PAPER OFFERED MUST MEET BID SPECIFICATIONS.

ALL SHIPPING CARTONS CONTAINING PAPER PRODUCTS MADE WITH RECYCLED (RECOVERED) CONTENT AS BID AND AS DEFINED IN CATEGORY 1 OR 2 SHALL BE CLEARLY MARKED RECYCLED PRODUCT. IN ADDITION, FOR A RECYCLED PRODUCT, THE MARKINGS SHALL STATE THE MINIMUM PERCENTAGE OF RECOVERED OR POSTCONSUMER MATERIALS.

LOGO: ALL PRINTING DONE ON PAPER MANUFACTURED WITH RECOVERED/SECONDARY MATERIAL MUST INCLUDE THE NYC SYMBOL INDICATING THAT THE DOCUMENT IS PRINTED ON SUCH STOCK. THE SYMBOL MUST BE PLACED IN A STANDARDIZED POSITION, AS FOLLOWS:

LOWER LEFT HAND CORNER, 1/4 INCH FROM THE 11-1/2 OR 14-1/2 INCH SIDE AND 1/4 INCH UP FROM THE 8-1/2 INCH SIDE. CUSTOMIZED PLACEMENT OF THE SYMBOL WILL ONLY BE PERMITTED WITH THE APPROVAL OF THE USING AGENCY. IF PRINTING MULTIPLE PAGES WITH A COVER, PLACE LOGO ON THE INSIDE OF THE COVER AND ON THE FIRST AND LAST PAGE OF THE DOCUMENT. A PHOTOSTAT OF THE SYMBOL IS AVAILABLE TO AWARDED VENDORS FROM THE DIVISION OF MUNICIPAL SUPPLY SERVICES, PRINT BUYING UNIT.

IN ADDITION TO THE LOGO, THE FOLLOWING STATEMENT IS REQUIRED:

> PRINTED ON PAPER CONTAINING XX% POST-CONSUMER MATERIAL.

"XX" REPRESENTS THE PERCENTAGE OF POST-CONSUMER MATERIAL IN THE PAPER.

THE PERCENTAGE STATED MUST BE THE ACCURATE PERCENTAGE OF POST-CONSUMER MATERIAL IN THE PAPER.

NOTE:
AWARD IS TO BE MADE BY CLASS. BIDDER MUST BID ON ALL ITEMS IN A CLASS UNLESS OTHERWISE SPECIFIED. FAILURE TO BID ALL ITEMS IN A CLASS WILL RENDER THAT CLASS INVALID AND MAY DISQUALIFY THE BID.

NOTE:
THE FOLLOWING ITEMS IN THE CLASS MUST CONFORM TO THE ATTACHED NYC SPECIFICATION FOR PAPER, BOND #29-P-3-26 AND PAPER, INDEX #29-P-13-26. BIDDER SHALL SUBMIT, IN THE DESIGNATED AREA IN PASSPORT, THE BRAND NAME OFFERED FOR THE BOND PAPER, THE INDEX PAPER AND ALSO THE FOLLOWING: STOCK: #4 OFFSET; MC BOOK; CARD STOCK; LABEL STOCK; TAG STOCK; OPAQUE OFFSET; COVER STOCK; COVER STOCK-8 PT, COATED ONE SIDE, GLOSS; FOUR PLY COATED STOCK; AND 9 PT VELLUM BRISTOL.

CLASS/ZONE AWARD 1

THIS ITEM OR CLASS IS FOR RECYCLED PAPER ONLY. THE PAPER MUST CONTAIN THE FOLLOWING MINIMUM SPECIFIED RECYCLED CONTENT:

WEIGHT OF CATEGORY 1 (TOTAL RECOVERED FIBER) AS A % OF TOTAL ITEM WEIGHT = 30 %

WEIGHT OF CATEGORY 2 (POST CONSUMER RECOVERED FIBER) AS A % OF TOTAL ITEM WEIGHT = 30 %

ITEMS OTHER THAN PACKING ITEMS ARE TO BE DELIVERED TO THE GENERAL OFFICE AND BOROUGH OFFICES AS INDICATED. ASTERISK ITEMS ARE TO BE PACKED IN SUPPLY ENVELOPES.

ASTERISK ITEMS HAVE A CODE AT END OF PARENTHESIS. THE NUMBER INDICATES QUANTITY TO BE PACKED FOR EACH LINE ITEM INTO SUPPLY ENVELOPES.
P =PRIMARY G = GENERAL R = REGISTRATION

NOTE TO BIDDERS:
FOR ANY ITEM THAT HAS AN ASSOCIATED BREAKPOINT SCHEDULE, VENDOR IS TO INDICATE THE COST PER M=1,000 UNLESS OTHERWISE SPECIFIED.

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 1.				
PRINT, CERTIFICATE, FILL VACANCIES, LINE 21 CERTIFICATE TO INSPECTORS TO FILL VACANCIES, ONE HALF REPUBLICAN, ONE HALF DEMOCRAT, SIZE 7-1/4" X 8-1/2", STOCK B CANARY, PRINTED ONE SIDE, RED AND BLACK INK, BOROUGH CHANGES. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 2.				
BOOK, ELECTION COMPLAINT, LINE 392 9" X 5 1/2", TWO TO A SET, 25 SETS TO A BOOK, STOCK B, WHITE AND PINK, PRINT ONE SIDE PERFORATE WHITE SHEETS ONLY- FOUR SHEETS PENCIL CARBON IN REAR, PERFORATED, WIRE STITCHED BIND CLOTH BACK, CHIPBOARD BOTTOM, 80LB. CARD STOCK MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 3.				
CERTIFICATE, MACHINE NUMBERS, LINE 326 8" X 20". STOCK H, WHITE PRINT ONE SIDE, DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 4.				
PRINT, CARD, DISTRICT NUMBER, LINE 316 DISTRICT NUMBER CARDS, 11" X 17" PRINT TWO SIDES BLACK INK, CHANGES PER SCHEDULE. DELIVER TO BOROUGH OFFICES. 110 LB INDEX. 1 SET = 130 CARDS **CARDS WILL BE BLANK, NO NUMBER PRE-PRINTED. MINIMUM ORDER: 50 SETS	800.	SET	$________	$___________
ITEM NUMBER: 5.				
PRINT, CARD, DISTRICT NUMBER, LINE 316 DISTRICT NUMBER CARDS, 11" X 17" PRINT TWO SIDES BLACK INK, CHANGES PER SCHEDULE. DELIVER TO BOROUGH OFFICES. 110 LB. INDEX. 1 SET = 130 CARDS **CARDS WILL BE PRE-PRINTED WITH NUMBERS RANGING FROM #1 TO #130 MINIMUM ORDER: 50 SETS	400.	SET	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 6. PRINT, CARD, FOR TELEPHONE NUMBERS, LINE 319 6" X 3". NUMBERS PRESS CHANGE OF PHONE NUMBER TO VARY BY BOROUGH, BOARD OF ELECTIONS WILL ADVISE OF CHANGES. STOCK F WHITE. ALWAYS SET NEW. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 7. PRINT, CARD, FOR TELEPHONE NUMBERS, LINE 319 6" X 3". PRICE FOR 11,000 AND UP.	100.	M	$________	$___________
ITEM NUMBER: 8. PRINT, BOOK, COURT ORDER, LINE 388A 8-1/2" X 7", TWO PAGES TO A SET, ONE WHITE, ONE CANARY, WHITE TO HAVE PERFORATION, 25 SETS TO A BOOK, TOTAL 50 PAGES. PAGES TO HAVE SAME COPY. SIX PENCIL CARBON. WITH PERFORATIONS IN BACK OF BOOK. BIND 15 PT. RED PRESSBOARD BACK, BLACK CLOTH ON BACKBONE, TWO WIRE STITCHES PRINT OVER. 150LB. INDEX COVER PAGES STOCK B. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 9. PRINT, RULES, FOR DESIGNATING PETITIONS, LINE 356 11" X 34" FLAT. TWO FOLDS TO 8-1/2" X 11" STOCK B WHITE. DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 5,000	40.	M	$________	$___________
ITEM NUMBER: 10. PRINT, CARD, FOR FELONIES, LINE 322A 5" X 3", STOCK F, PINK, PRINT CORNER CARD. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 11. PRINT, BOOK, RECEIPT, FOR SEARCHES, LINE 663 12" X 9-1/2", PINHOLE PERFORATE, NUMBERS TO APPEAR IN TWO PLACES, PRINT ONE SIDE, BLACK INK, STOCK C WHITE, COLLATE INTO BOOKS OF 100 EACH, SIDE STITCHED, TAPE SPINE MANILA TAG TOP AND BOARD BOTTOM, BOROUGH CHANGES BY BOOK, WILL ADVISE ON DELIVERY. MINIMUM ORDER: 1,000	40.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 12. PRINT, RECORDS OF OBJECTIONS FILED, LINE 673 WHITE STOCK C, PRINT ONE SIDE, BLACK INK, 17" X 14" DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 13. PRINT, LABELS, FOR E.D. AND A.D., LINE 631 PRINT ONE SIDE, BLACK INK ON 60LB SEMIGLOSS ADHESIVE, STOCK WHITE , BAND IN 500'S . DELIVER TO GENERAL OFFICE . LABEL 4" X 2". PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 14. PRINT, LABELS, FOR E.D. AND A.D., LINE 631 PRICE FOR 11,000 AND UP	100.	M	$________	$___________
ITEM NUMBER: 15. PRINT, CARD, IDENTIFICATION, EMPLOYEE, LINE 1518 4" X 2 1/2", PRINT ONE SIDE, BLACK INK, ROUNDED CORNERS, INDEX BRISTOL, BUFF 91 LB. (SET NEW) MINIMUM ORDER: 500 CARDS	4000.	EACH	$________	$___________
ITEM NUMBER: 16. PRINT, PAD, REQUISITION, LINE 401 5 1/2" X 8 1/2" STOCK B, WHITE PRINT ONE SIDE, FOUR 2 LINE CHANGES, PADS OF 100. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 17. PRINT, RECEIPT, FOR REGISTRATION SUPPLIES AND CARRYING CASES, LINE 397A, 8 1/2" X 5 1/2", PRESS PERFORATION, STOCK B YELLOW, PRINT ONE SIDE, DELIVER TO BOROUGH OFFICES. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 18. PRINT, LETTERHEAD, LINE 634 8 1/2" X 11" BOND 25% RAG SUB. 24 WHITE, PRINT ONE SIDE, DELIVER TO GENERAL OFFICE. (SET NEW). MINIMUM ORDER: 1,000	40.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 19. PRINT, FORM, SUBSTITUTION, LINE 646 8 1/2" X 16" PRINT ONE SIDE STOCK B, BLUE DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 20. PRINT, FORM, DECLINATION, LINE 674 8 1/4" X 11", PRINT TWO SIDES, STOCK C WHITE. DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 21. PRINT, "CERTIFICATE OF ELECTION", LINE 1531 8 1/2" X 14", STOCK C, PRINT ONE SIDE. DELIVER TO GENERAL OFFICE. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 22. PRINT, APPLICATION, FOR TRANSCRIPT/REGISTRATION LINE 1666, 8 1/2" X 11" STOCK B, WHITE, PRINT ONE SIDE. 1 PAD = 250 PAGES. MINIMUM ORDER: 100 PADS	800.	PAD	$________	$___________
ITEM NUMBER: 23. PRINT, SETS, STATIONARY, COMMISSIONER, LINE 1708 CONSISTING OF, THERMOGRAPHED IN BLACK AND GOLD, LETTERHEADS AND ENVELOPES. (SET NEW). 1 SET = 500 ENVELOPES #10 BOND PAPER AND 500 8 1/2" X 11" BOND LETTERHEADS	8.	SET	$________	$___________
ITEM NUMBER: 24. PRINT, SHEET, SHOWING COURT CASES, LINE 1711 17" X 14" PRINT TWO SIDES, PUNCHED, STOCK C, WHITE. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 25. PRINT, "RECORD OF PETITIONS FILED", LINE 601 14" X 20" STOCK 70LB. OPAQUE VELLUM OFFSET, PUNCH 2 HOLES 9" C TO C, SEVEN COLORS, PINK, GREEN, BLUE, GREY, GOLDENROD, YELLOW, TAN WITH PARTY CHANGES, 1,000 OF EACH COLOR. PRINT TWO SIDES. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 26. PRINT, "RECORD OF PETITIONS FILED", LINE 601. PRICE FOR 11,000 AND UP	100.	M	$________	$___________
ITEM NUMBER: 27. PRINT, "LEASE FOR POLLING PLACES", LINE 77 8 1/2" X 14", STOCK B, WHITE, PRINT TWO SIDES WITH CHANGES IN BOROUGH. SET NEW. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 28. PRINT, APPLICATION, INSPECTOR, LINE 1712, STOCK B PARTY COLORS, ONE HALF PINK FOR EACH BOROUGH AND ONE HALF GREEN, PRINT ONE SIDE, BANDED IN 500'S, STOCK B, 8 1/2" X 14" BOROUGH CHANGES. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 29. PRINT, CERTIFICATE, ELECTION, FOR CERTIFICATION OF ELECTION FOR DELEGATES TO THE JUDICIAL (LN 80) CONVENTION, 9 1/4" X 8" STOCK B, PINK, GREEN, BLUE, GRANITE, GOLDENROD, YELLOW AND TAN. PRINT ONE SIDE 2-1 LINE PRESS CHANGES. PACK IN 500'S. QUANTITY FOR EACH PARTY AND COLOR WILL BE GIVEN WHEN PROOFS ARE SUBMITTED. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 30. PRINT, CERTIFICATE OF ELECTION FOR ALTERNATES TO THE JUDICIAL CONVENTION, LINE 81, 9 1/4" X 8", STOCK B, PINK, GREEN, BLUE, GRANITE, GOLDENROD, YELLOW AND TAN. PRINT ONE SIDE 2-1 LINE PRESS CHANGES. PACK IN 500'S. QUANTITY FOR EACH PARTY AND COLOR WILL BE GIVEN WHEN PROOFS ARE SUBMITTED. MINIMUM ORDER: 1,000	8.	M	$________	$___________
ITEM NUMBER: 31. PRINT, APPLICATION, MILITARY BALLOT, LINE MIL-1 8 1/2" X 11". 110 LB. WHITE INDEX FOLDS TO 5 1/2" X 8-1/2" PRINT TWO SIDES BLACK INK. ONE HORIZONTAL PERFORATION. 5 LANGUAGES. MINIMUM ORDER: 1,000	40.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 32. PRINT, CHARTS, LINE POST-1 SPECIFICATIONS AS FOLLOWS: 36 LEAVES, 25" X 38" PRINTED BLACK INK ONE SIDE, 35 PRINTED PAGES, AND ONE BLANK TOP SHEET, ALL SECURED TO 3/16 FOAM CORE CARD. TWO MITERED RIVETS AT HEAD WITH REINFORCED BOUND EDGE. MINIMUM ORDER: 1.	40.	EACH	$________	$____________
ITEM NUMBER: 33. PRINT, BROCHURE, VOTER GUIDE, LINE VN-1, 5 1/2" X 8" 24 PAGES PLUS COVER. COVER-1 COLOR, PRINTED 2 SIDES,COVER 9 POINT BLUE VELLUM BRISTOL. TEXT-20LB.BOND. PRINTS 5 FLAT COLORS, FOLD AND COLLATE ONE. SADDLE STITCH, TRIM TO 5-1/2" X 8". MINIMUM ORDER: 50,000	800.	M	$________	$____________
ITEM NUMBER: 34. PRINT, TENT, INFO, LINE IT-1 3 LOTS: ENG/SPA; ENG/SPA/CHI; ENG/SPA/CHI/KOR/ BENG; 12" X 18" TWO PMS INKS. SCORED FOR FOLD IN HALF,10 PT. STOCK. MINIMUM ORDER: 1,000	8.	M	$________	$____________
ITEM NUMBER: 35. PRINT, TENT, INTERPRETER AVAILABLE, LINE 206FCO 12" X 18" PRINT IN TWO COLORS, 5 LOTS CHANGES:SPANISH/CHINESE/KOREAN/BENGALI/HINDI, SINGLE SIDED, STOCK D,SCORED FOR FOLD IN HALF TO 6" X 18". DELIVER FLAT. MINIMUM ORDER: 1,000	8.	M	$________	$____________
ITEM NUMBER: 36. PRINT, FLYER, POLL WORKER, LINE PWF-1 WHITE .0075 HIGH BULK STOCK, PRINT BOTH SIDES BLUE INK, SIZE 8-1/2" X 11", TWO FOLDS ALONG 8-1/2" WAY, FOLD DOWN TO 3-3/4" X 11". PERFORATE 3-5/16" FROM RIGHT SIDE ALONG 8-1/2" WAY FOR MAILING. TEAR OFF TO BE USED FOR RESPONSE MAILING WITH INDICIA. PRICE FOR 1,000 - 5,000	40.	M	$________	$____________
ITEM NUMBER: 37. PRINT, FLYER, POLL WORKER, LINE PWF-1 PRICE FOR 11,000 AND UP	100.	M	$________	$____________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 38. PRINT, FLYER, VOTING PROCESS 123 SIZE: 8 1/2" X 14". PRINTS BLACK INK 2 SIDE STOCK: 20/50 LB. BOND, WHITE. SHRINKWRAP IN 25S. PRICE FOR 50,000 - 100,000	400.	M	$________	$___________
ITEM NUMBER: 39. PRINT, FLYER, VOTING PROCESS 123. PRICE FOR ORDER: 101,000 - 250,000	1000.	M	$________	$___________
ITEM NUMBER: 40. PRINT, FLYER, VOTING PROCESS 123 PRICE FOR ORDER: 251,000 AND UP	2000.	M	$________	$___________
ITEM NUMBER: 41. PRINT, "VOTER RIGHTS", LINE *MPR-1 SIZE: 8 1/2" X 14" STOCK A, WHITE; PRINT TWO SIDED, BLACK INK. SHRINK WRAP IN 25'S. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 42. PRINT, "VOTER RIGHTS", LINE *MPR-1 PRICE FOR 11,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 43. PRINT, "VOTER RIGHTS", LINE *MPR-1 PRICE FOR 26,000 - 50,000	200.	M	$________	$___________
ITEM NUMBER: 44. PRINT, "VOTER RIGHTS", LINE *MPR-1 PRICE FOR 51,000 - 100,000	400.	M	$________	$___________
ITEM NUMBER: 45. PRINT, "VOTER RIGHTS", LINE *MPR-1 PRICE FOR 101,000 - 250,000	1000.	M	$________	$___________
ITEM NUMBER: 46. PRINT, "VOTER RIGHTS", LINE *MPR-1 PRICE FOR ORDER: 251,000 AND UP	2000.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 47. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 APPROX. 8 1/2" X 14" OF THREE PARTS NCR TYPE PAPER, ORIGINAL SALMON, DUPLICATE YELLOW, TRIPLICATE WHITE, 15 LB., STOCK B. PRINT ONE SIDE BLACK INK, INDIVIDUAL SNAP SETS. EXACT SIZE TO BE SUPPLIED AFTER PROOFS ARE SUBMITTED. SET NEW. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 48. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 APPROX. 17" X 22" OF THREE PARTS NCR TYPE PAPER, ORIGINAL SALMON, DUPLICATE YELLOW, TRIPLICATE WHITE, 15 LB., STOCK B. PRINT ONE SIDE BLACK INK, INDIVIDUAL SNAP SETS. EXACT SIZE TO BE SUPPLIED AFTER PROOFS ARE SUBMITTED. SET NEW. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 49. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 APPROX. 8 1/2" X 11" OF THREE PARTS NCR TYPE PAPER, ORIGINAL SALMON, DUPLICATE YELLOW, TRIPLICATE WHITE, 15 LB., STOCK B. PRINT ONE SIDE BLACK INK, INDIVIDUAL SNAP SETS. EXACT SIZE TO BE SUPPLIED AFTER PROOFS ARE SUBMITTED. SET NEW. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 50. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 APPROX. 23" X 35" OF THREE PARTS NCR TYPE PAPER, ORIGINAL SALMON, DUPLICATE YELLOW, TRIPLICATE WHITE, 15 LB., STOCK B. PRINT ONE SIDE BLACK INK, INDIVIDUAL SNAP SETS. EXACT SIZE TO BE SUPPLIED AFTER PROOFS ARE SUBMITTED. SET NEW. MINIMUM ORDER: 1,000	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 51. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 OVERSIZE OF THREE PARTS NCR TYPE PAPER, ORIGINAL SALMON, DUPLICATE YELLOW, TRIPLICATE WHITE, 15 LB., STOCK B. PRINT ONE SIDE BLACK INK, INDIVIDUAL SNAP SETS. EXACT SIZE TO BE SUPPLIED AFTER PROOFS ARE SUBMITTED. SET NEW. PRICE FOR 1,000 - 5,000	20.	M	$________	$___________
ITEM NUMBER: 52. PRINT, FORM, SNAP-OUT, RETURN OF CANVASS, LINE*74 OVERSIZE PRICE FOR 6,000 AND UP.	40.	M	$________	$___________
ITEM NUMBER: 53. PRINT, LABEL, FOR BALLOT BOX, LINE *32 10" X 10" 60LB SEMIGLOSS CRAK-N-PEEL. 12 LINES OF PRINTING, BLACK INK. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 54. PRINT, LABEL, FOR BALLOT BOX, LINE *32. PRICE FOR 11,000 AND UP	100.	M	$________	$___________
ITEM NUMBER: 55. PRINT, "AS WILL BE ADVISED VOTER CARDS", LN*368A KRAFT BANDED IN SETS, 4" X 2-1/2" VARIOUS PARTIES.IN PARTY COLORS & WHITE NO PARTY SPECIFIC CARDS FOR GENERAL ELECTION. STOCK E. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 56. PRINT, POSTER, "NO LOITERING OR ELECTIONEERING", LINE *3, 19" X 19" PRINTING IN REVERSE, TWO SIDES,TWO PMS INKS,PUNCH,1/4" HOLE AND 12" STRING TOP AND BOTTOM. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 57. PRINT, POSTER, "NO LOITERING OR ELECTIONEERING", PRICE FOR 11,000 - 25,000	100.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 58. PRINT, POSTER, "NO LOITERING OR ELECTIONEERING". PRICE FOR 26,000 AND UP.	200.	M	$________	$___________
ITEM NUMBER: 59. PRINT, POSTER,INTERNATIONAL SYMBOLS, LINE 15 26 X 20" PRINTED ONE SIDE TWO PMS INK, SCORE IN CENTER AND FOLD. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 60. PRINT, POSTER,INTERNATIONAL SYMBOLS, LINE 15*. PRICE FOR 11,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 61. PRINT, POSTER,INTERNATIONAL SYMBOLS, LINE 15*. PRICE FOR 26,000 AND UP.	200.	M	$________	$___________
ITEM NUMBER: 62. PRINT, POSTER, "INSTRUCTIONS TO VOTERS", 2 LANGUAGES (ENGLISH/SPANISH) LINE *212 15" X 24" SCORE HORIZONTAL FOLD 15" X 12" PRINT 4/0 = PROCESS, NO BLEEDS STOCK D (100 LB. COVER). MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 63. PRINT, POSTER, "INSTRUCTIONS TO VOTERS", 3 LANGUAGES (ENGLISH/SPANISH/CHINESE) LINE *212-3 22" X 24" SCORE HORIZONTAL FOLD TWICE PRINT 4/0 = PROCESS, NO BLEEDS STOCK D (100 LB. COVER). MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 64. PRINT, POSTER, "INSTRUCTIONS TO VOTERS", 5 LANGUAGES (ENGLISH/SPANISH/CHINESE/KOREAN/ BENGALI) LINE *212-5 36" X 24" SCORE HORIZONTAL FOLD TWICE. PRINT 4/0 = PROCESS, NO BLEEDS, STOCK D (OVER 100LB. COVER). MINIMUM ORDER: 1,000	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 65.				
PRINT, POSTER, "INSTRUCTIONS TO VOTER", LINE *212 18" X 24" SCORED TO 18" X 12" ON BACK PRINT FOUR COLORS, STOCK D, (ENGLISH) ONE FOLD. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 66.				
PRINT, AFFIDAVIT, BALLOT TENT CARD SIZE: 8 1/2" X 14", PRINTS BLACK 1/SIDE STOCK: 140 LB, WHITE INDEX SCORE IN CENTER, RUNNING 8 1/2" WAY. PRICE FOR 1,000 - 5,000	20.	M	$________	$___________
ITEM NUMBER: 67.				
PRINT, AFFIDAVIT, BALLOT TENT CARD. PRICE FOR 6,000 - 10,000	40.	M	$________	$___________
ITEM NUMBER: 68.				
PRINT, AFFIDAVIT, BALLOT TENT CARD. PRICE FOR 11,000 AND UP	80.	M	$________	$___________
ITEM NUMBER: 69.				
PRINT, POSTER, "REGISTER TO VOTE HERE", LINE *115 16" X 16" PRINT TWO SIDES, RED INK. STOCK D, MAKE HOLE AND STRING. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 70.				
PRINT, APPLICATION, ABSENTEE BALLOT, LINE *103 (GENERAL ELECTION) 8 1/2" X 21", FOLD TO 8 1/2" X 3-1/2", PRINT TWO SIDES, FOLD AS PER SAMPLE TITLED: LINE 103 ABSENTEE BALLOT APPLICATION - ENGLISH, STOCK B CANARY. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 71.				
PRINT, APPLICATION, ABSENTEE BALLOT, LINE *103. PRICE FOR 11,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 72.				
PRINT, APPLICATION, ABSENTEE BALLOT, LINE *103. PRICE FOR 26,000 TO 50,000	200.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 73.				
PRINT, APPLICATION, ABSENTEE BALLOT, LINE *103.	400.	M	$________	$___________
PRICE FOR 51,000 AND UP				
ITEM NUMBER: 74.				
PRINT, "DAILY LIST OF VOTERS REGISTERED", LINE *117, 17" X 14", PRINT TWO SIDES, BLACK INK, FOLDED TO 8 1/2" X 14", STOCK B IN FIVE COLORS TO BE SELECTED BY THE BOARD OF ELECTIONS. 5 LOTS, 5 COPY CHANGES.	20.	M	$________	$___________
MINIMUM ORDER: 1,000				
ITEM NUMBER: 75.				
PRINT, SEAL, LINE *139: SEAL, 6" X 2 1/2", WHITE PRINT BLACK INK. ONE SIDE, LABEL STOCK. (PRG 1 PAD.) PADS HAVE CHIPBOARD BACKING.	40000.	PAD	$________	$___________
NOTE: BIDDER TO PRICE IN TERMS OF 15 PER PAD.				
MINIMUM ORDER: 1,000				
ITEM NUMBER: 76.				
PRINT, LABEL, FOR OUTSIDE OF EARLY VOTING SUPPLY ENVELOPE, LINE *1, AFFIXED 8 1/2 X 11 STOCK B, LILAC, PRINTED 1 SIDE 4-1 INKLINE BORO CHANGES, PRINT 60 LB WHITE OFFSET LABEL STOCK. BLACK INK, SET NEW.	20.	M	$________	$___________
MINIMUM ORDER: 1,000				
ITEM NUMBER: 77.				
PRINT, LIST, POLLING PLACE, LINE *112P FOR EACH COUNTY, 25 1/2" X 20", 50 LB. M.P. PRINT TWO SIDES 6,000 LINES OF COMPOSITION 15 PICA WIDE STOCK B, ALL SET NEW.	40.	M	$________	$___________
SOME REFORMATTING BY VENDOR, SOME REDUCTIONS OR ENLARGEMENTS. AA'S (AUTHOR'S ALTERATIONS), REFER TO AA'S PER LINEIN PRICE SCHEDULE FOR BILLING PURPOSES ON THIS. NOTE: VENDOR IS TO PRO-RATE STOCK ACCORDING TO SIZE USED.				
PRICE FOR 1,000 - 5,000				
ITEM NUMBER: 78.				
PRINT, LIST, POLLING PLACE, LINE *112P.	100.	M	$________	$___________
PRICE FOR 11,000 AND UP				

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 79. PRINT, LABEL, FOR REGISTRATION SUPPLY ENVELOPE, LINE *CH-2, 8-1/2" X 20", STOCK B, BLUE PRINT ONE SIDE, 1 LINE CHANGE, GUMMED. (SET NEW ALWAYS). NOTE: BOARD OF ELECTIONS WILL NOTIFY VENDOR FOR SPECIAL PACKING INSTRUCTIONS. THIS ITEM DOES NOT GET PACKED IN ALL BAGS. MINIMUM ORDER: 1,000	20.	M	$________	$____________
ITEM NUMBER: 80. PRINT, "CHAIRMAN'S CERTIFICATE OF SERVICE FOR REGISTRATION", LINE *107 9" X 12" STOCK B, WHITE, PRINT TWO SIDES, BLACK INK. BOARD OF ELECTIONS WILL ADVISE FOR EACH BOROUGH (R2). MINIMUM ORDER: 1,000	20.	M	$________	$____________
ITEM NUMBER: 81. PRINT, LABEL, PACKING,PRIMARY, RUN-OFF, GEN ELECTION, LINE *201 AFFIXED TO OUTSIDE,8 1/2 X 11 PRINTED ONE SIDE ON 60LB WHITE OFFSET LABEL 4 ONE LINE BOROUGH CHANGES. BLACK INK. SET NEW. MINIMUM ORDER: 1,000	40.	M	$________	$____________
ITEM NUMBER: 82. PRINT, STREET FINDER TRAINING SUPPLEMENT, LINE SFS-1, 8 1/2" X 11" UPRIGHT 6 PAGES, SELF COVER 2 SADDLE WIRE STITCHES STOCK G, PRINT BLACK INK 2 SIDES. FIVE DIFFERENT PRINTING LOTS. ONE FOR EACH COUNTY. MINIMUM ORDER: 1,000	40.	M	$________	$____________
ITEM NUMBER: 83. PRINT, INSTRUCTIONS, VOTING MACHINE, LINE *CC-1 7-1/2" X 19 1/2" PRINT ONE SIDE TWO COLORS. MYLAR TWO SIDES. STOCK D WHITE 3 LOTS. MINIMUM ORDER: 1,000	40.	M	$________	$____________
ITEM NUMBER: 84. PRINT, POSTER, ARROW, LINE *AL-1 10" X 16" STOCK D, PRINT TWO SIDES, BLACK AND TWO PMS INKS. 3 LOTS;ENGLISH/SPANISH; ENGLISH/SPANISH/CHINESE; ENGLISH/SPANISH/CHINESE/KOREAN/BENGALI. PRICE FOR 1,000 - 5,000	40.	M	$________	$____________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 85. PRINT, POSTER, ARROW, LINE *AL-1. PRICE FOR 11,000 AND UP	100.	M	$________	$___________
ITEM NUMBER: 86. PRINT, POSTER, ARROW, LINE *AR-2 10" X 14" STOCK D. PRINT TWO SIDES, BLACK INK. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 87. PRINT, POSTER, TWO SIDE, LINE *AR-2. PRICE FOR 11,000 AND UP	100.	M	$________	$___________
ITEM NUMBER: 88. PRINT, POSTER, VOTER ACCESSIBILITY, WHEELCHAIR LOGO, LINE VA-1. 12" X 18",PRINT TWO PMS SIDE, PUNCH HOLE CENTER ALONG 12" WAY WITH STRING, TOP AND BOTTOM. STOCK 150 LB. WHITE TAG. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 89. PRINT, POSTER, VOTER ACCESSIBILITY, ALTERNATE ENTRANCE. LINE VA-2, 12" X 18".PRINT TWO SIDES FULL BLEED TWO PMS INKS. PUNCH HOLE CENTER ALONG 12" WAY WITH STRING ON TOP. STOCK 10 PT. COATED, WHITE TAG. MINIMUM ORDER: 1,000	40.	M	$________	$___________
ITEM NUMBER: 90. PRINT, POSTER, VOTER BILL OF RIGHT, LINE VBR1. SIZE: 16 1/2 X 14", ENG/SPA, STOCK 12 PT. COVER PRESSWORK: BLACK INK,PLUS TWO PMS , ONE SIDE. STOCK: 12PT. COATED 1 SIDE. SCORE AND LEAVE FLAT. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 91. PRINT, POSTER, VOTER BILL OF RIGHT, LINE VBR1. SIZE: 24" X 14", ENG/SPA/CHI, STOCK 12 PT. COVER PRESSWORK: BLACK INK, PLUS TWO PMS , ONE SIDE. SCORE, LEAVE FLAT. MINIMUM ORDER: 1,000	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 92.				
PRINT, POSTER, VOTER BILL OF RIGHT, LINE VBR1. SIZE: 40" X 14", ENG/SPA/CHI/KOR/BEN STOCK 12 PT. COVER, WHITE TAG. PRESSWORK: BLACK INK, PLUS TWO PMS, ONE SIDE. STOCK: 12PT. COATED 1 SIDE,SCORE AND LEAVE FLAT. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 93.				
PRINT, POSTER, RELEASE LEVER, LINE PRL1. SIZE: 17" X 22". PRESSWORK: BLACK INK, ONE SIDE. STOCK: 12PT. COATED 1 SIDE. WHITE TAG. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 94.				
PACKAGING, LINE POLYBAG*. POLYBAG TO BE SUPPLIED BY VENDOR, 10" X 15" CLEAR OPEN END, 1-1/2 MIL. THICK. TO BE PACKED WITH THE FOLLOWING TENTATIVE ITEMS INSERTED AND SEALED IN POLYBAG AND INSERTED INTO SUPPLY BAG. LINE POLYBAG. 2 LANGUAGE BADGES/BADGE HOLDERS 1 WRITING PAD 5 RUBBER BANDS. 1 ROLL OF MASKING TAPE. 1 PAD OF SEALS (LINE 139, ITEM# 185) 3 PLASTIC ROLL LIST TRANSPORT BAG SEAL BOARD OF ELECTIONS TO SUPPLY THE ABOVE ITEMS TO BE PACKED. 100 BAGS PER LOT (ESTIMATE ORDER FOR A CITYWIDE ELECTION-600 LOTS) MINIMUM ORDER: 600.	12000.	EACH	$________	$___________
ITEM NUMBER: 95.				
PACKAGING, LINE POLYBAG*. SUPPLIED BY VENDOR, 10" X 15" CLEAR OPEN END, 1-1/2 MIL. THICK. TO BE PACKED WITH THE FOLLOWING: TENTATIVE ITEMS INSERTED AND SEALED IN POLYBAG AND INSERTED AS THE BMD BAG. LINE POLYBAG.	12000.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
BOARD OF ELECTIONS WILL PROVIDE THE FOLLOWING: 5 SETS CONSISTING OF SIP & PUFF STRAWS WITH FILTER AND 1 PAIR OF GLOVES 5 HEADPHONE COVERS 10 ALCOHOL WIPES (ESTIMATE ORDER FOR A CITYWIDE ELECTION-600 LOTS) MINIMUM ORDER: 600.				
ITEM NUMBER: 96. PRINT, POSTER, LINE *-INT-1, OUTSIDE INTERPRETER 12"X12", RED, TWO PMS INK REVERSE PRINTING, TWO SIDES, STOCK D, 1/4" HOLE AND 12" STRING TOP AND BOTTOM. SET NEW. PRICE FOR 1,000 - 5,000	20.	M	$________	$___________
ITEM NUMBER: 97. PRINT, POSTER, LINE *-INT-1, 12" X 12", PRICE FOR 6,000 AND UP.	40.	M	$________	$___________
ITEM NUMBER: 98. PRINT, POSTER, LINE *SP-INT-1,OUTSIDE INTERPRETER 12"X12", RED INK, REVERSE PRINTING, TWO SIDES, STOCK D, TWO PMS , 1/4" HOLE AND 12" STRING. SET NEW IN SPANISH. PRICE FOR 1,000 - 5,000	20.	M	$________	$___________
ITEM NUMBER: 99. PRINT, POSTER, LINE *SP-INT-1, PRICE FOR 6,000 AND UP.	40.	M	$________	$___________
ITEM NUMBER: 100. PRINT, POSTER, LINE *SP-INT-1,OUTSIDE INTERPRETER 12" X 12", RED INK, REVERSE PRINTING, TWO SIDES, STOCK D, TWO PMS , 1/4" HOLE AND 12" STRING TOP AND BOTTOM. SET NEW IN KOREAN. MINIMUM ORDER: 1,000	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 101. PRINT, POSTER, LINE *SP-INT-1,OUTSIDE INTERPRETER 12" X 12", RED INK, REVERSE PRINTING, TWO SIDES, STOCK D, TWO PMS , 1/4" HOLE AND 12" STRING TOP AND BOTTOM. SET NEW IN BENGALI. MINIMUM ORDER: 1,000	20.	M	$________	$___________
ITEM NUMBER: 102. PRINT, "CHALLENGE OATHS", LINE *MPR-1 8-1/2" X 11", STOCK A WHITE, PRINT TWO SIDES, BLACK INK, SHRINK WRAP 25'S. 5 LANGUAGES: ENGLISH,SPANISH, CHINESE, KOREAN AND BENGALI. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 103. PRINT, "CHALLENGE OATHS", LINE *MPR-1. PRICE FOR 11,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 104. PRINT, "CHALLENGE OATHS", LINE *MPR-1. PRICE FOR 26,000 - 50,000	200.	M	$________	$___________
ITEM NUMBER: 105. PRINT, "CHALLENGE OATHS", LINE *MPR-1. PRICE FOR 51,000 - 100,000	400.	M	$________	$___________
ITEM NUMBER: 106. PRINT, "CHALLENGE OATHS", LINE *MPR-1. PRICE FOR 101,000 AND UP.	1000.	M	$________	$___________
ITEM NUMBER: 107. PRINT: BOOKLET, FORMS, LINE AR-1 STOCK: 60 LB WHITE OPAQUE OFFSET 8 1/2" X 11", 12 PAGES PLUS COVER, SADDLE STITCH ALL TEXT PAGES VERTICAL PERF, 2 SIDES, BLACK INK COVER: PRINTS BLACK AND 1 PMS COLOR. PRICE FOR 10,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 108. PRINT: BOOKLET, FORMS, LINE AR-1. PRICE FOR 25,001 AND UP.	200.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 109. UPCHARGE, 4 PAGE SIGNATURE, LINE AR-1 PRICE FOR FOUR PAGE SIGNATURE ABOVE, DO NOT INCLUDE COVERS. THIS WILL BE TAKEN AS AN INCREASE OR DECREASE IF PAGE COUNT IS MORE OR LESS THAN 8 PAGES. PRICE FOR 10,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 110. UPCHARGE, 4 PAGE SIGNATURE, LINE AR-1. PRICE FOR 26,000 AND UP.	200.	M	$________	$___________
ITEM NUMBER: 111. UPCHARGE, 8 PAGE SIGNATURE, LINE AR-1. MINIMUM ORDER: 10,000.	100.	M	$________	$___________
ITEM NUMBER: 112. UPCHARGE, 8 PAGE SIGNATURE, LINE AR-1. PRICE FOR 26,000 AND UP.	200.	M	$________	$___________
ITEM NUMBER: 113. PRINT: VOTER REGISTRATION FORMS, LINE VRF1 MULTIPLE (5) DIFFERENT LANGUAGE LOTS; (ENGLISH/ SPANISH/CHINESE/KOREAN AND BENGALI) STOCK 75LB, WHITE HI BULK. SIZE: 8 1/2" X 14", TWO (2) FOLDS TO 8 1/2" X 5 3/8", PRINTS 1/1-PMS BLUE, 1 FULL HORIZONTAL PERF. SCORE IN 2 PLACES, 1 HORIZONTAL REMOIST GLUE STRIP. PRICE FOR 1,000 - 24,000	96.	M	$________	$___________
ITEM NUMBER: 114. PRINT: VOTER REGISTRATION FORMS, LINE VRF1 1 FULL HORIZONTAL PERF. SCORE IN 2 PLACES, 1 HORIZONTAL REMOIST GLUE STRIP. PRICE FOR 25,000 - 49,000	196.	M	$________	$___________
ITEM NUMBER: 115. PRINT: VOTER REGISTRATION FORMS, LINE VRF1 1 FULL HORIZONTAL PERF. SCORE IN 2 PLACES, 1 HORIZONTAL REMOIST GLUE STRIP. PRICE FOR 50,000 AND UP.	300.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 116. PRINT: VOTER REGISTRATION FORMS, LINE VRF1. 2 STRIPS RE-MOIST GLUE, FOLD IN HALF 8 1/2" X 5 1/2". PRESSWORK: 2 PMS COLORS, 2 SIDES. PRICE FOR 26,000 - 50,000	200.	M	$________	$___________
ITEM NUMBER: 117. PRINT: VOTER REGISTRATION FORMS, LINE VRF1. 2 STRIPS RE-MOIST GLUE, FOLD IN HALF 8 1/2" X 5 1/2". PRESSWORK: 2 PMS COLORS, 2 SIDES. PRICE FOR 51,000 - 100,000	400.	M	$________	$___________
ITEM NUMBER: 118. PRINT: VOTER REGISTRATION FORMS, LINE VRF1. 2 STRIPS RE-MOIST GLUE, FOLD IN HALF 8 1/2" X 5 1/2". PRESSWORK: 2 PMS COLORS, 2 SIDES. PRICE FOR 101,000 TO 250,000	1000.	M	$________	$___________
ITEM NUMBER: 119. PRINT: VOTER REGISTRATION FORMS, LINE VRF1. 2 STRIPS RE-MOIST GLUE, FOLD IN HALF 8 1/2" X 5 1/2". PRESSWORK: 2 PMS COLORS, 2 SIDES. PRICE FOR 251,000 - 500,000	2000.	M	$________	$___________
ITEM NUMBER: 120. PRINT: VOTER REGISTRATION FORMS, LINE VRF1. 2 STRIPS RE-MOIST GLUE, FOLD IN HALF 8 1/2" X 5 1/2". PRESSWORK: 2 PMS COLORS, 2 SIDES. PRICE FOR 501,000 AND UP.	4000.	M	$________	$___________
ITEM NUMBER: 121. COLLATE, STATIONERY AND SUPPLIES, PRIMARY ELECTION. PACK INTO SUPPLY ENVELOPES TO BE DELIVERED TO WAREHOUSES, BOROUGH OFFICE, GENERAL OFFICE AND POLICE PRECINCTS, LINE SSP1 SEE B PAGES FOR BAG CONTENTS.	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
NOTE: IF THERE IS A SPECIAL ELECTION THE SAME UNIT PRICE APPLY FOR LESSER QUANTITIES. THIS WILL ALSO APPLY IF THIS CONTRACT IS UTILIZED FOR THE SCHOOL BOARD OF ELECTIONS.				
PRICE FOR 1,000 - 5,000				
ITEM NUMBER: 122. COLLATE, STATIONERY AND SUPPLIES, PRIMARY ELECTION LINE SSP1.	40.	M	$________	$___________
PRICE FOR 5,000 AND UP.				
ITEM NUMBER: 123. ELECTION SUPPLIES TYPESETTING.	2000.	LINE	$________	$___________
ITEM NUMBER: 124. AA'S (AUTHOR'S ALTERATIONS) FOR CAMERA READY.	400.	LINE	$________	$___________
ITEM NUMBER: 125. HANDWORK TO INCLUDE ALL WORK FOR PASTING UP TYPE INTO MECHANICALS.	40.	HOUR	$________	$___________
ITEM NUMBER: 126. PRINT, REPORT, ANNUAL, LINE AR-1 8 1/2" X 11", 148 PAGES COATED COVER. COVER PRINTSTWO SIDES ONE COLOR WITH TWO HINGE SCORES. COVER STOCK- 10 POINT COATED TWP SODES WHITE PERFECT BOUND.	40.	M	$________	$___________
TEXT 70 LB. COATED TEXT, FOUR COLOR PROCESS. BLUEPRINTS REQUIRED. APPROX. 17 HALFTONES. COVER TO BE SET NEW BY VENDOR. TEXT- 74 PAGES SET NEW AND 74 PAGES. (16 PAGES FOUR COLOR BALANCE BLACK AND WHITE.)				
MINIMUM ORDER: 1,000				
ITEM NUMBER: 127. UPCHARGE, FOUR PAGE SIGNATURE LINE AR-1 ANNUAL REPORT: ADDITIONAL 4 PAGE SIGNATURE.	80.	M	$________	$___________
MINIMUM ORDER: 1,000				
ITEM NUMBER: 128. UPCHARGE, EIGHT PAGE SIGNATURE LINE AR-1 ANNUAL REPORT: ADDITIONAL 8 PAGE SIGNATURE.	80.	M	$________	$___________
MINIMUM ORDER: 1,000				

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 129. UPCHARGE, TWELVE PAGE SIGNATURE LINE AR-1 ANNUAL REPORT: ADDITIONAL 12 PAGE SIGNSTURE. MINIMUM ORDER: 1,000	80.	M	$________	$____________
ITEM NUMBER: 130. UPCHARGE, SIXTEEN PAGE SIGNATURE LINE AR-1 ANNUAL REPORT: ADDITIONAL 16 PAGE SIGNATURE. MINIMUM ORDER: 1,000	80.	M	$________	$____________
ITEM NUMBER: 131. PRINT, NEWSLETTER, LINE NL-1 17" X 11" FLAT 3 FOLDS TO NUMBER 10 ENVELOPE. PRINT (1) COLOR ON 70 LB. COLORED OFFSET. APPROX. FOUR HALFTONES. VENDOR TO SET TYPE AND MAKE LAYOUT. PRINT TWO SIDES, ONE COLOR. MINIMUM ORDER: 1,000	20.	M	$________	$____________
ITEM NUMBER: 132. PRINT, NEWSLETTER, LINE NL-1, 4 COLORS PROVISION FOR FOUR COLOR PROCESS. VENDOR TO INDICATE COST FOR ENTIRE NEWSLETTER. MINIMUM ORDER: 1,000	40.	M	$________	$____________
ITEM NUMBER: 133. PRINT, POSTER, SUBWAY, 2 COLORS, LINE SUB-1 22" X 22" FOUR PLY 18LB. COATED STOCK. PRINT ONE SIDE, TWO COLORS. 1875 POSTERS PER LOT. PRICE FOR LOT 1 - 10	40.	LOT	$________	$____________
ITEM NUMBER: 134. PRINT, POSTER, SUBWAY, 2 COLORS, LINE SUB-1. PRICE FOR LOT OF 11 - 25	100.	LOT	$________	$____________
ITEM NUMBER: 135. PRINT, POSTER, SUBWAY, 2 COLORS, LINE SUB-1. PRICE FOR 26 LOTS AND UP.	200.	LOT	$________	$____________
ITEM NUMBER: 136. PRINT, POSTER, SUBWAY, 4 COLORS, LINE SUB-1 22" X 22" FOUR PLY 18LB. COATED STOCK. PRINT ONE SIDE, FOUR COLORS. 1875 POSTERS PER LOT. PRICE FOR LOT 1 - 10	40.	LOT	$________	$____________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 137. PRINT, POSTER, SUBWAY, 4 COLORS, LINE SUB-1. PRICE FOR LOT OF 11 - 25	100.	LOT	$________	$___________
ITEM NUMBER: 138. PRINT, POSTER, SUBWAY, 4 COLOR, LINE SUB-1. PRICE FOR 26 LOTS AND UP.	200.	LOT	$________	$___________
ITEM NUMBER: 139. PRINT, POSTER, LINE P-1 28" X 40" PRINTED FOUR COLOR PROCESS ON ONE SIDE. STOCK 12 PT. COATED ONE SIDE CAROLINA OR EQUAL INCLUDING COLOR MATCHPRINT PRIOR TO PRINTING. PRICE FOR 1,000 - 5,000	40.	M	$________	$___________
ITEM NUMBER: 140. PRINT, POSTER, LINE P-1. PRICE FOR 11,000 - 25,000	100.	M	$________	$___________
ITEM NUMBER: 141. PRINT, POSTER, LINE P-1. PRICE FOR 26,000 AND UP.	200.	M	$________	$___________
ITEM NUMBER: 142. LAYOUT, DESIGN LINE P-1, DESIGN LAYOUT TYPE: MECHANICAL UP TO 13 SUBJECTS OF SUPPLIED ART AND TO PREPARE FOR PRINTING OF ABOVE POSTER.	400.	HOUR	$________	$___________
ITEM NUMBER: 143. BADGES: MULTI LANGUAGE ("I SPEAK", LINE ML1 SPANISH/CHINESE/KOREAN). 2.5" X 2.5" CIRCLE. 2 LABELS PER SHEET. PRINTS BLACK AND GREEN GLOW STOCK. WRAP IN 50'S (SHEETS).	40.	M	$________	$___________
ITEM NUMBER: 144. PRINT: REFERRAL SLIP PADS, LINE RSP1 SIZE: 8 1/2" X 5 1/2". STOCK: 20/50 LB OFFSET, WHITE. GLUE AT TOP RUNNING 8 1/2" DIMENSION. 50 SHEETS PER PAD PRESSWORK: BLACK INK, TWO SIDED. MINIMUM ORDER: 1,000 PADS	4000.	PAD	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 145. LITERATURE TABLE DISPLAY - LINE LTB-1 DIMENSIONS H:22", W: 25", D: 9 1/4" "A" FRAME EASEL, DOUBLE WALLED BACK PANEL. 80LB GLOSS COATED STOCK MOUNTED TO 200# EFLITE CORRUGATED AND DIE CUT, 2PMS COLORS PLUS GLOSS LAMINATE FULL BLEED. PRICE FOR 500-2,500	24.	M	$________	$___________
ITEM NUMBER: 146. LITERATURE TABLE DISPLAY - LINE LTB-1. PRICE FOR 3,000 AND UP.	60.	M	$________	$___________
ITEM NUMBER: 147. LITERATURE TABLE DISPLAY - LINE ASSEM-LTB ASSEMBLE, 3 LOTS OF 2, 3 AND 5 LANGUAGE VOTER REGISTRATION FORMS, LANGUAGE SEPARATORS, SHRINK WRAP. ASSEMBLE 3 LOTS OF 1, 2 AND 4 SETS AFFIDAVIT BALLOT ENVELOPES, SHRINK WRAP. PLACE LOTS FORMS IN REQUIRED POCKETS, PLACE INSTRUCTION SHEET FOR VIEW, INSERT ASSEMBLED PACKAGE INTO 26 X 30 POLYBAG AND SEAL. PALLETIZE AND DELIVER ACCORDING TO BOROUGH BASED NEED. ASSEMBLE APPROXIMATELY 6,000 PER ELECTION.	12000.	EACH	$________	$___________
ITEM NUMBER: 148. COORDINATOR SUPPLY BAG ASSEMBLY - LINE-ASSEM-CSB PACKING, ENVELOPE 20" X 20", CONTENTS PACKAGED SPECIFICALLY FOR EACH POLL SITE, MAIN SUPPLIES CONSIST OF APPROXIMATELY 18 ITEMS PLUS TWO (2) INDIVIDUAL POLL WORKER POSITION SUPPLY BAGS: INTERPRETER AND INFORMATION CLERK. EACH POLL WORKER POSITION BAG HAS APPROX. 5-7 UNIQUE INDIVIDUAL ITEMS PERTAINING TO THESE WORK POSITIONS. SITE AND LANGUAGE SPECIFIC ITEMS BASED ON LOWEST ED/AD REPORT SUPPLIED BY BOE. EACH INDIVIDUAL BAG MUST BE LABELED AND SEALED. COMPLETED BAGS ARE THEN PALLETIZED IN ORDER OF ZONES FOR DELIVERY TO BOROUGH OFFICES AND VMF WAREHOUSE LOCATIONS. ASSEMBLE APPROX 1,500 BAGS PER ELECTION MINIMUM ORDER: 1,500	30000.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 149. RETURNS DIS-ASSEMBLY OF INVENTORY ITEMS: LINE DIS-1; PURPOSE TO REUSE PRINT PIECES IN SATISFACTORY CONDITION, PICKUP FROM BOROUGH VMFS, BOXES THAT ARE VENDOR SUPPLIED GAYLORD CARTONS AND SKIDS, RETURN TO WAREHOUSE, SORT, UNPACK, STORAGE CHARGES QUANTITY IN LOTS OF 500 CARTONS. COUNT EACH ITEM AND RECEIVE BACK INTO INVENTORY HAND ASSEMBLY PER PIECE, INCLUDES VENDOR TO TO SUPPLY GAYLORD CARTONS FOR RETURNED SUPPLIED TO VMF AS REQUESTED.	40.	HOUR	$________	$___________
ITEM NUMBER: 150. DIGITAL PRINT "CLOSING THE ED TABLE", LINE EDT-C 8 1/2" X 11", PRINT TWO (2) SIDES. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 151. DIGITAL PRINT "CLOSING THE ED TABLE", LINE EDT-C 8 1/2" X 11", PRINT TWO (2) SIDES. PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 152. DIGITAL PRINT "CLOSING THE ED TABLE", LINE EDT-C 8 1/2" X 11", PRINT TWO (2) SIDES. PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________
ITEM NUMBER: 153. DIGITAL PRINT "OPENING THE ED TABLE", LINE EDT-O 8 1/2" X 14", PRINT TWO (2) SIDES. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 154. DIGITAL PRINT "OPENING THE ED TABLE", LINE EDT-O 8 1/2" X 14", PRINT TWO (2) SIDES. PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 155. DIGITAL PRINT "OPENING THE ED TABLE", LINE EDT-O 8 1/2" X 14", PRINT TWO (2) SIDES. PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 156. DIGITAL PRINT "RETURN OF CANVASS TRAINING VERSION", LINE RCT-1; 11" X 17", PRINT TWO (2) SIDES. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 157. DIGITAL PRINT "RETURN OF CANVASS TRAINING VERSION". PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 158. DIGITAL PRINT "RETURN OF CANVASS TRAINING VERSION". PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________
ITEM NUMBER: 159. DIGITAL PRINT "COORDINATOR CLOSING REFERENCE", LINE CCDP-1; 8 1/2" X 11", 4 COLOR,TWO (2) SIDED. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 160. DIGITAL PRINT "COORDINATOR CLOSING REFERENCE". PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 161. DIGITAL PRINT "COORDINATOR CLOSING REFERENCE". PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________
ITEM NUMBER: 162. DIGITAL PRINT SCANNER OPENING CARD, LINE SODP-1 8 1/2" X 14", 4 COLOR, TWO (2) SIDED. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 163. DIGITAL PRINT SCANNER OPENING CARD, LINE SODP-1. PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 164. DIGITAL PRINT SCANNER OPENING CARD, LINE SODP-1. PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 165. DIGITAL PRINT POLL SITE SCHEMATIC & LAYOUT LINE PSDP-1 11" X 17", 4 COLOR, TWO (2) SIDES. PRICE FOR 1 - 999	3996.	EACH	$________	$___________
ITEM NUMBER: 166. DIGITAL PRINT POLL SITE SCHEMATIC & LAYOUT. PRICES FOR 1,000 - 4,999	19996.	EACH	$________	$___________
ITEM NUMBER: 167. DIGITAL PRINT POLL SITE SCHEMATIC & LAYOUT. PRICE FOR 5,000 AND UP.	100000.	EACH	$________	$___________
ITEM NUMBER: 168. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE ARROW SIGN. LINE: WDF-1 SIZE: 16" X 20", ONE (1) COLOR, BLUE BACKGROUND WITH WHITE PRINT. PRICES FOR 1 - 5	20.	EACH	$________	$___________
ITEM NUMBER: 169. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE ARROW SIGN. LINE: WDF-1. PRICES FOR 6 - 9	36.	EACH	$________	$___________
ITEM NUMBER: 170. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE ARROW SIGN. LINE: WDF-1. PRICE FOR 10 AND UP.	80.	EACH	$________	$___________
ITEM NUMBER: 171. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 16" X 20". PRICES FOR 1 - 5	20.	EACH	$________	$___________
ITEM NUMBER: 172. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 16" X 20". PRICES FOR 6 - 9	36.	EACH	$________	$___________
ITEM NUMBER: 173. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 16" X 20". PRICE FOR 10 AND UP.	80.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 174. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 16" X 20". PRICES FOR 1 - 5	20.	EACH	$________	$___________
ITEM NUMBER: 175. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 16" X 20". PRICES FOR 6 - 9	36.	EACH	$________	$___________
ITEM NUMBER: 176. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 16" X 20". PRICE FOR 10 AND UP.	80.	EACH	$________	$___________
ITEM NUMBER: 177. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE SIGN, LINE: WDF-2 SIZE: 24" X 36", ONE (1) COLOR, BLUE BACKGROUND WITH WHITE PRINT. PRICES FOR 1 - 5	20.	EACH	$________	$___________
ITEM NUMBER: 178. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE SIGN, LINE: WDF-2. PRICES FOR 6 - 9	36.	EACH	$________	$___________
ITEM NUMBER: 179. PRINT, WIDE DIGITAL FORMAT, WHEELCHAIR ACCESSIBLE ENTRANCE SIGN, LINE: WDF-2. PRICE FOR 10 AND UP.	80.	EACH	$________	$___________
ITEM NUMBER: 180. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 24" X 36". PRICES FOR 1 - 5	20.	EACH	$________	$___________
ITEM NUMBER: 181. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 24" X 36". PRICES FOR 6 - 9	36.	EACH	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 182. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 24" X 36". PRICE FOR 10 AND UP.	80.	EACH	$________	$____________
ITEM NUMBER: 183. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 24" X 36". PRICES FOR 1 - 5	20.	EACH	$________	$____________
ITEM NUMBER: 184. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 24" X 36". PRICES FOR 6 - 9	36.	EACH	$________	$____________
ITEM NUMBER: 185. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 24" X 36". PRICE FOR 10 AND UP.	80.	EACH	$________	$____________
ITEM NUMBER: 186. PRINT, WIDE DIGITAL FORMAT, POLL SITE LOCATOR POSTER, LINE: WDF-3 SIZE: 40" X 60", ONE (1) COLOR, BLUE BACKGROUND WITH WHITE PRINT. PRICES FOR 1 - 5	20.	EACH	$________	$____________
ITEM NUMBER: 187. PRINT, WIDE DIGITAL FORMAT, POLL SITE LOCATOR POSTER, LINE: WDF-3. PRICES FOR 6 - 9	36.	EACH	$________	$____________
ITEM NUMBER: 188. PRINT, WIDE DIGITAL FORMAT, POLL SITE LOCATOR POSTER, LINE: WDF-3. PRICE FOR 10 AND UP.	80.	EACH	$________	$____________
ITEM NUMBER: 189. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 40" X 60". PRICES FOR 1 - 5	20.	EACH	$________	$____________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 190. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 40" X 60". PRICES FOR 6 - 9	36.	EACH	$________	$____________
ITEM NUMBER: 191. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON FORM CORE 40" X 60". PRICE FOR 10 AND UP.	80.	EACH	$________	$____________
ITEM NUMBER: 192. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 40" X 60". PRICES FOR 1 - 5	20.	EACH	$________	$____________
ITEM NUMBER: 193. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 40" X 60". PRICES FOR 6 - 9	36.	EACJ	$________	$____________
ITEM NUMBER: 194. PRINT, WIDE DIGITAL FORMAT UP-CHARGES: MOUNTING ON GATOR BOARD 40" X 60". PRICE FOR 10 AND UP.	80.	EACH	$________	$____________
ITEM NUMBER: 195. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE.) PRICE PER "M" FOR SIZE UP TO 5-1/2" X 8-1/2".	40.	M	$________	$____________
ITEM NUMBER: 196. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE). PRICE PER "M" FOR SIZE UP TO 4-1/4" X 11".	40.	M	$________	$____________
ITEM NUMBER: 197. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE). PRICE PER "M" FOR SIZE UP TO 8-1/2" X 11".	40.	M	$________	$____________
ITEM NUMBER: 198. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE). PRICE PER "M" FOR SIZE UP TO 11" X 17".	40.	M	$________	$____________
ITEM NUMBER: 199. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE). PRICE PER "M" FOR SIZE UP TO 22" X 28".	40.	M	$________	$____________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 200. FILM LAMINATING OF SIGNS AND POSTERS. (PER SIDE). PRICE PER "M" FOR SIZE UP TO 24" X 36".	40.	M	$________	$___________
ITEM NUMBER: 201. BINDING & FINISHING: FOLDING OF POSTERS & FLYERS.	20.	M	$________	$___________
ITEM NUMBER: 202. BINDING & FINISHING: PUNCH & STRING SIGNS.	20.	M	$________	$___________
ITEM NUMBER: 203. BINDING & FINISHING: SHRINK WRAP.	20000.	PACK	$________	$___________
ITEM NUMBER: 204. PRINT, FOLDER, AFFIDAVIT BALLOT PRIVACY SLEEVE, LINE PS-1, MANILA FOLDER, FULL CUT TAB 3/4", STOCK 11 PT. 19 1/4" X 20" ONE (1) SCORE FOLDED: 10" X 20" PRINTED 1/0 - FOR AFFIDAVIT BALLOTS. TWO (2) PMS COLORS (RED AND BLACK) WRAPPED IN SETS OF 10 PRICES FOR SET OF 500 - 3,000	12000.	SET	$________	$___________
ITEM NUMBER: 205. PRINT, FOLDER, AFFIDAVIT BALLOT PRIVACY SLEEVE, LINE PS-1. PRICE FOR 3,100 AND UP.	20000.	SET	$________	$___________
ITEM NUMBER: 206. PRINT, FOLDER, SCANNER BALLOT PRIVACY SLEEVE, LINE PS-2, MANILA FOLDER, FULL CUT TAB 3/4", STOCK 11 PT. 19 1/4" X 20" ONE (1) SCORE FOLDED: 10" X 20" PRINT 1/1 - FOR SCANNER BALLOTS. ONE (1) COLOR (BLACK) WRAPPED IN SETS OF 10 PRICE FOR SET OF 500 - 3,000	12000.	SET	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 207. PRINT, FOLDER, SCANNER BALLOT PRIVACY SLEEVE, LINE PS-2. PRICE FOR 3,100 AND UP.	20000.	SET	$________	$___________
ITEM NUMBER: 208. SAFE DISTANCE FLOOR DECAL 11" DIAMETER (CIRCLE), 12" SQUARE BACKER, 4 COLOR ONE SIDE. 4 MIL REPOSITIONABLE WHITE VINYL WITH SKID RESISTANT OVERLAMINATE. PRICE FOR 100-249	4.	M	$________	$___________
ITEM NUMBER: 209. SAFE DISTANCE FLOOR DECAL 11" DIAMETER (CIRCLE), 12" SQUARE BACKER, 4 COLOR ONE SIDE. 4 MIL REPOSITIONABLE WHITE VINYL WITH SKID RESISTANT OVERLAMINATE. PRICE FOR 250-999	4.	M	$________	$___________
ITEM NUMBER: 210. SAFE DISTANCE FLOOR DECAL 11" DIAMETER (CIRCLE), 12" SQUARE BACKER, 4 COLOR ONE SIDE. 4 MIL REPOSITIONABLE WHITE VINYL WITH SKID RESISTANT OVERLAMINATE. PRICE FOR 1,000-4,999	4.	M	$________	$___________
ITEM NUMBER: 211. SAFE DISTANCE FLOOR DECAL 11" DIAMETER (CIRCLE), 12" SQUARE BACKER, 4 COLOR ONE SIDE. 4 MIL REPOSITIONABLE WHITE VINYL WITH SKID RESISTANT OVERLAMINATE. PRICE FOR 5,000 AND UP.	4.	M	$________	$___________
ITEM NUMBER: 212. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 100-249	4.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 213. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 250-999	4.	M	$________	$___________
ITEM NUMBER: 214. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 1,000-4,999	4.	M	$________	$___________
ITEM NUMBER: 215. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 5,000 AND UP.	4.	M	$________	$___________
ITEM NUMBER: 216. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 500-999	4.	M	$________	$___________
ITEM NUMBER: 217. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 1,000-19,999	80.	M	$________	$___________
ITEM NUMBER: 218. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 20,000-49,999	200.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 219. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 50,000-99,999	400.	M	$________	$___________
ITEM NUMBER: 220. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 100,000-249,999	800.	M	$________	$___________
ITEM NUMBER: 221. VOTE STICKER UP TO 3" DIAMETER / 2.625 LINER STOCK: TEXTILE REMOVABLE ADHESIVE PRINTS 4 COLORS. 500 PER ROLL / 3" CORE. PRICE FOR 250,000 AND UP.	1000.	M	$________	$___________
ITEM NUMBER: 222. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 1,000-2,499	20.	M	$________	$___________
ITEM NUMBER: 223. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 2,500-4,999	20.	M	$________	$___________
ITEM NUMBER: 224. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 5,000-9,999	40.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 225. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 10,000-24,999	100.	M	$________	$___________
ITEM NUMBER: 226. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 25,000-49,999	200.	M	$________	$___________
ITEM NUMBER: 227. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 50,000-99,999	400.	M	$________	$___________
ITEM NUMBER: 228. MANUALS - PRINTING BLACK INK 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 100,000 AND UP.	400.	M	$________	$___________
ITEM NUMBER: 229. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 1,000-2,499	20.	M	$________	$___________
ITEM NUMBER: 230. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 2,500-4,999	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 231. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 5,000-9,999	40.	M	$________	$___________
ITEM NUMBER: 232. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 10,000-24,999	100.	M	$________	$___________
ITEM NUMBER: 233. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 25,000-49,999	200.	M	$________	$___________
ITEM NUMBER: 234. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 50,000-99,999	400.	M	$________	$___________
ITEM NUMBER: 235. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" BLACK INK 60 LB. WHITE OFFSET TEXT. PRICE FOR 100,000 AND UP.	400.	M	$________	$___________
ITEM NUMBER: 236. MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 1,000-2,499	20.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 237.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 2,500-4,999	20.	M	$________	$___________
ITEM NUMBER: 238.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 5,000-9,999	40.	M	$________	$___________
ITEM NUMBER: 239.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 10,000-24,999	100.	M	$________	$___________
ITEM NUMBER: 240.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 25,000-49,999	200.	M	$________	$___________
ITEM NUMBER: 241.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 50,000-99,999	400.	M	$________	$___________
ITEM NUMBER: 242.				
MANUALS - PRINTING 4 COLORS 2 SIDES 8.5" X 11" 32 PAGE SELF COVER 60 LB. WHITE OFFSET TEXT SADDLE STITCH. PRICE FOR 100,000 AND UP.	400.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 243. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" PRINTING 4 COLORS 2 SIDES 60 LB. WHITE OFFSET TEXT. PRICE FOR 1,000-2,499	20.	M	$________	$___________
ITEM NUMBER: 244. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" PRINTING 4 COLORS 2 SIDES 60 LB. WHITE OFFSET TEXT. PRICE FOR 2,500-4,999	20.	M	$________	$___________
ITEM NUMBER: 245. MANUALS - ADDITIONAL 4 PAGES 8.5" X 11" PRINTING 4 COLORS 2 SIDES 60 LB. WHITE OFFSET TEXT. PRICE FOR 5,000-9,999	40.	M	$________	$___________
ITEM NUMBER: 246. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 10,000-24,999	100.	M	$________	$___________
ITEM NUMBER: 247. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 25,000-49,999	200.	M	$________	$___________
ITEM NUMBER: 248. PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 50,000-99,999	400.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 249.				
PACK OUT FOR FLOOR DECALS LOOSE SHRINK-WRAP 15-11" FLOOR DECALS(ITEM #) 6' TAPE MEASURE (ITEM #), 1 INSTRUCTION (8.5"X11" 20LB. BOND PRINTING FRONT AND BACK BLACK INK). PRICE FOR 100,000 AND UP.	400.	M	$________	$___________
ITEM NUMBER: 250.				
ANNUAL REPORT 11" X 8.5" 32 PAGES + COVER PRINTING 4 COLORS - 2 SIDES, 80# DULL COVER, 80# DULL TEXT, PERFECT BIND ON 8.5" EDGE. PRICE FOR 1-49	4.	EACH	$________	$___________
ITEM NUMBER: 251.				
ANNUAL REPORT 11" X 8.5" 32 PAGES + COVER PRINTING 4 COLORS - 2 SIDES, 80# DULL COVER, 80# DULL TEXT, PERFECT BIND ON 8.5" EDGE. PRICE FOR 50-99	200.	EACH	$________	$___________
ITEM NUMBER: 252.				
ANNUAL REPORT 11" X 8.5" 32 PAGES + COVER PRINTING 4 COLORS - 2 SIDES, 80# DULL COVER, 80# DULL TEXT, PERFECT BIND ON 8.5" EDGE. PRICE FOR 100 AND UP.	400.	EACH	$________	$___________
ITEM NUMBER: 253.				
ANNUAL REPORT, ADDITIONAL 4 PAGES. PRICE FOR 1-49	4.	EACH	$________	$___________
ITEM NUMBER: 254.				
ANNUAL REPORT, ADDITIONAL 4 PAGES. PRICE FOR 50-99	200.	EACH	$________	$___________
ITEM NUMBER: 255.				
ANNUAL REPORT, ADDITIONAL 4 PAGES. PRICE FOR 100 AND UP.	400.	EACH	$________	$___________
ITEM NUMBER: 256.				
STITCHING IN #10 ENVELOPE TO VARIOUS MANUALS.	80.	M	$________	$___________

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 257. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 5-1/2" X 8-1/2".	20.	M	$________	$____________
ITEM NUMBER: 258. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 4-1/4" X 11".	20.	M	$________	$____________
ITEM NUMBER: 259. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 8-1/2" X 11".	20.	M	$________	$____________
ITEM NUMBER: 260. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 11" X 17".	20.	M	$________	$____________
ITEM NUMBER: 261. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 22" X 28".	20.	M	$________	$____________
ITEM NUMBER: 262. LAMINATION - ENCAPSULATED. PRICE PER "M" FOR SIZE UP TO 24" X 36".	20.	M	$________	$____________

TOTAL CLASS OR ZONE AWARD (ITEMS 1.00 THRU 262.00) 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

SPECIFICATION FOR PAPER, BOND

Wherever "specified" is used herein, it shall mean "specified in the invitation to bid and the order."

Wherever reference is made herein to any other specification, standard, regulation or method, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

1. Scope and Classification:

1.1. This specification describes Bond Paper suitable for general office use and letterheads.

2. Types and Availability:

2.1. There shall be four types of Bond Paper as follows:

TABLE I

TYPE A	25% Cotton and/or Linen Fiber (Rag), Watermarked
TYPE B	100% Wood Pulp, Watermarked
TYPE C	100% Wood Pulp
TYPE D	25% Rag Bond, Recycled Paper Watermarked with Seal of the City of New York

2.2. Bond Paper shall be available in 16, 20, and 24 -pound weights. This is based on 500 sheets with a basis size of 17” x 22”. A tolerance of ±5% is allowed on all weights. Note: 16-pound Wood Pulp commodity is roll only.

2.3. Bond Paper shall be available in rolls or sheets. Length and width shall be as specified.

3. Color:

3.1. Bond Paper shall be furnished in the following colors for the Type indicated:

TABLE II

TYPE A	White, Blue, Buff, Green, Pink
TYPE B	White, Blue, Buff, Green, Pink
TYPE C	White, Blue, Buff, Green, Pink
TYPE D	White

Note: Occasionally other additional colors such as canary, ivory, salmon, gray, lilac, tan, or goldenrod may be requested for Type A, Type B & Type C

4. Material:

4.1. **Type A** Paper shall be a blend of cotton or linen rag fiber and wood pulp

Type B and **Type C** Paper which are non-rag type shall contain ground wood pulp

Type D Paper shall be a blend of cotton or linen rag fiber and wood pulp

4.2. Bond Paper shall contain a minimum of 30% post-consumer fiber content and the maximum total recovered fiber that is practicable without jeopardizing the performance or intended end use of the product.

4.3. Bond Paper shall be free from dirt spots, wrinkles, holes, tears, cuts, lint, fuzz or any particles that will adversely affect serviceability, appearance or performance.

5. Performance Characteristics:

5.1. **Suitability for Use**:

Bond Paper shall be suitable for use in offset machines, laser printers and high-speed copy equipment, as well as a writing surface for ink and typewriter showing no feathering or striking through. All characters shall be cleanly cut. When the paper is used for printing in a laser printer or photocopier, the print quality must be acceptable with clean distinct lines of uniform intensity and have no blank or light spots in the print.

5.2. **Feed Characteristics**:

Paper must be relatively free of static electricity and have sufficient stiffness, smoothness, finish and tensile strength to ensure proper feeding and transport through the laser and other printers and high speed copiers and be capable of being printed on two sides without jamming.

5.3. **Certification**:

All Rag Bond Paper furnished must provide trouble-free operation when used on dry toner copiers, other regular speed or high-speed machines, and when used in laser printers. If requested, bidder must submit a letter from the paper mill manufacturing the stock certifying that the stock furnished will operate trouble-free.

6. Performance Requirements:

6.1. Sheet size shall be specified, with a tolerance of ±1/32 inch for sizes up to and including 16x21 inches. For sizes above 16x21 inches, a tolerance of ±1/16 inch is allowed.

6.2. Bond Paper shall be square with straight, smooth, unbroken edges. Paper with a long dimension of 32 inches shall be considered square if the variation in the diagonal length does not exceed 1/16 inch; for paper over 32 inches in length, a tolerance of 1/8 inch in the diagonal is permitted. The reference length of the diagonal is given by $(L^2+W^2)^{1/2}$ where L and W are the standard specified length and width of the paper sheet expressed in inches.

TABLE III- TAPPI Test Methods

T 403	Bursting strength of paper
T 410	Grammage of paper and paperboard (weight per unit area)
T 411	Thickness (caliper) of paper, paperboard and combined board
T 412	Moisture in pulp, paper and paperboard
T 414	Internal tearing resistance of paper (Elmendorf-type method)
T 423	Folding endurance of paper, before and after aging (Schopper-type tester)
T 425	Opacity of paper
T 435	Hydrogen ion concentration (pH) of paper extracts (hot extraction method)
T 452	Brightness of pulp, paper and paperboard
T 538	Roughness of paper and paperboard (Sheffield smoothness method)

6.3. Bond Paper shall be tested according to the test methods of the Technical Association of Pulp and Paper Industry (TAPPI) appearing in Table III and shall comply with the performance requirements in Table IV.

6.4. Additional Certificates:

(A) The vendor shall provide a certificate of recycled content for each Bond Paper product indicating the % post-consumer and total recovered fiber content.

(B) The vendor shall provide a certificate indicating whether the Bond Paper is either Elemental Chlorine Free or Processed Chlorine Free.

TABLE IV- Bond Paper Performance Requirements

TYPE	**A** **25% Cotton Fiber (Rag)**	**B** **100% Wood Pulp**	**C** **100% Wood Pulp**	**D** **25% Cotton Fiber (Rag)**
Basis Weight (pound)	16 20 24	16 Roll 20 24	16 Roll 20 24	20 24
Opacity (Min. %)	86 86 88	86 86 86	86 86 86	86 88
Brightness (Min. %) White Paper Only	92 92 92	92 92 92	92 92 92	92 92
pH (Min.)	7 7 7	7 7 7	7 7 7	7 7
Folding Endurance double folds in machine direction (Schopper)	80 80 80	30 30 30	30 30 30	--- ---
Burst Strength Mullen (Min. psi)	29 29 29	25 25 25	25 25 25	25 25
Internal Tear Resistance Machine Direction (grams)	40 40 40	40 45 45	40 45 45	40 40

6.5. Curl:

Paper shall lie flat before and after processing through printer or copier with either no tendency to curl or with a curl which can be overcome if the temperature is not elevated.

6.6. Finish:

Type D Rag Bond Paper shall have a woven finish and shall ensure contact between the print drum and the paper. Print transfer shall be uniform and complete with no smudging.

6.7. City Seal:

Type D paper shall be watermarked with the Seal of the City of New York. The watermark shall be made with a dandy roll, according to the proofs provided (see attached City Seal). A recycled logo shall be included as a watermark in the paper (see attached recycled logo).

6.8. Appearance:

Paper shall lay flat in "as received condition" and shall evidence no curl, waves or ripple. The paper package, when unopened prior to processing, shall lay flat without evidence of any waves or curl.

7. Method of Testing:

7.1. Bond paper shall be tested according to the methods prescribed by TAPPI. However, other applicable methods of test or examination may be employed if they are satisfactory to the Department of Citywide Administrative Services, or are satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services.

8. Packing and Packaging:

8.1. Packing shall be in accordance with the best commercial practices.

8.2. Cut paper shall be packaged in reams of 500 sheets per ream. The wrapper shall be moisture barrier paper not less than 60 pounds basis weight.

8.3. Reams of cut paper shall be packed in cartons with a maximum gross weight of 70 pounds and labeled with manufacturer's brand name, basis weight, finish, color, size, lot number and percent post-consumer and total recovered fiber recycled content.

8.4. Roll paper shall be wound on a suitable core using wood, steel or plastic plugs in both ends of the core and shall be wrapped in moisture resistant paper.

9. Additional Requirements:

9.1. Type C Bond Paper need not be watermarked. Paper that requires watermarks shall have on each sheet of paper a recognized mill brand. The mill brand watermark shall be one that is the manufacturer’s current watermark listed in the competitive grade finder or comparable trade publication and is marked on paper regularly sold by the mill to the trade distributor or agent. Private mill brands manufactured for one consumer, distributor or agent are not acceptable. Type D shall be watermarked with the Seal of the City of New York and the recycled logo.

9.2. Substitution of the predesignated mill brand shall be made only with written approval by the Commissioner of the Department of Citywide Administrative Services.

9.3. Individual packages shall be marked with the name of the material, type, size, basis weight, finish, color, quantity contained therein, and name of the vendor.

9.4. Shipping containers shall be marked with the name of the material, type, size, basis weight, finish, color, quantity contained therein, name of the vendor, a purchase order number and the commodity code number.

9.5. Unless otherwise specified, mixed lots varying in origin, brand or trademark will not be accepted on any contract or purchase order.

10. Agreement:

10.1. Each bidder shall submit, within five days of request, proof satisfactory to the Department of Citywide Administrative Services that they hold or their agent holds an agreement under which they can provide deliveries of the quantities that they intend to furnish.

APPENDIX

Note 1: In order that each request for contract or purchase order quotation will result in fair competition and delivery of the bond paper product required, the requisition must contain the following information:

(A) **Name of Commodity**: Paper, Bond

(B) **Specification Symbol**: 29-P-3:26

(C) **Kind**: State type and basis weight

(D) **Size**: State in inches, the width and length for sheets. State width in inches and length in yards for rolls.

(E) **Color**: State color

(F) **Quantity**: State number of reams for cut size and number of pounds for rolls

(G) **Delivery** – State destination point(s) and manner of delivery

Note 2: For the information of the Bureau of Quality Assurance:

If, in the opinion of the inspector, analysis and tests are necessary to determine compliance with any requirement of this specification, a sample taken consisting of not less than one carton or roll for each Bond Paper type, basis weight, size, finish and color shall be randomly chosen.

Note 3: Copies of this specification may be obtained from:

Department of Citywide Administrative Services
Office of Citywide Procurement
1 Centre Street – 18th Floor
New York, NY 10007

SPECIFICATION FOR
PAPER, INDEX

Wherever "specified" is used herein, it shall mean "specified in the invitation to bid and the order."

Wherever reference is made herein to any other specification, standard, regulation or method, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

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1. Intent:

1.1. This specification describes Index Paper, and shall be used for all purchases in excess of 2000 pounds.

2. Applicable Documents:

2.1. TAPPI (Technical Association of the Pulp and Paper Industry) Test Methods and Code of Federal Regulations Title 40 CFR §372.65 are cited:

- TAPPI T-401: Fiber analysis of paper and paperboard
- TAPPI T-402: Standard conditioning & testing atmospheres for paper, board, pulp hand sheets, and related products
- TAPPI T-403: Bursting strength of paper
- TAPPI T-410: Grammage of paper and paperboard (weight per unit area)
- TAPPI T-411: Thickness (caliper) of paper, paperboard and combined board
- TAPPI T-412: Moisture in pulp, paper and paperboard
- TAPPI T-435: Hydrogen ion concentration (pH) of paper extracts (hot extraction method)
- TAPPI T-452: Brightness of pulp, paper and paperboard (directional reflectance at 457 nm)
- 40 CFR §372.65: Emergency Planning Community Right-to-Know Toxic Chemical Release Reporting- applicable Chemicals and Chemical Categories (Specific Toxic Chemical Listings)

3. **Kind**:

3.1. Index Paper shall be 100% Chemical Wood Pulp.

3.2. **Sizes**- Index Paper shall be furnished in various sheet and cut sizes as specified in the Contract.

3.3. **Weight**- Index Paper shall be furnished in 90#, 110#, 140#, 150# and 170# (pound) basis weights or as Paper Stock specified in the Contract. This weight refers to a basis weight of 500 sheets having an Index Paper basis size of 25 1/2 inch x 30 1/2 inch.

3.4. **Colors**- Index Paper shall be furnished in the colors as specified, including white, canary, blue, cherry, green, gray, salmon, buff, ivory, pink, goldenrod, tan, granite, lilac and yellow.

3.5. **Grain**- Index Paper grain shall be either in the long or short direction as specified in the Contract.

4. **Material & Workmanship**:

4.1. Index Paper shall meet the recycled content requirements as outlined in the Contract. White Index Paper shall contain a minimum of 30% post-consumer recycled content and have a brightness of at least 88%.

4.2. Index paper shall be surface sized to help minimize plate piling during offset printing, and to be suitable for satisfactory printing on both sides of the paper using high speed offset presses.

4.3. Index Paper shall be clean, free from dirt spots, foreign matter or shives. The color shall be uniform.

The sheets shall be free from holes, tears, splices, or any other condition that would affect the appearance or serviceability of the paper.

The sheets shall be free of any particles that could pile on the printing plate under normal printing press conditions.

4.4. **Erasing quality**: After repeated erasures of written characters, all Index Paper shall retain good writing quality, texture and surface appearance without spreading of ink.

4.5. **Writing quality**: Characters written with ballpoint or felt tip pens shall be clear and free from excessive feathering.

4.6. **Curl**: Index Paper shall lie flat with no tendency to curl under normal working conditions.

5. Chemical & Physical Requirements:

5.1. **Squareness**: Index Paper shall be flat, trimmed, square, with straight smooth unbroken edges. Paper with a long dimension of 32 inches or less shall be considered square if the variation in its diagonal length does not exceed 1/16 inch. Paper whose long dimension is greater than 32 inches, shall have a diagonal length variation of at most 1/8 inch.

5.2. **Size & Weight Tolerances**: Paper shall not vary by more than ±1/16 inch in both directions. A tolerance of ±0.5 mils in thickness and ±7% in basis weight is permitted.

5.3. **Bleaching**: When Process Chlorine Free is specified in the Contract, neither chlorine nor any of its derivatives (such as hypochlorite or chlorine dioxide) shall be used as the bleaching agent if bleaching is employed in the manufacturing of virgin pulp used in the product, in the processing of recovered material, or in the manufacturing of the product itself.

When the papermaking process used to produce the Index Paper product is required to be Process Chlorine Free, the recovered material used to manufacture the product shall not be deinked using a solvent containing chlorine or one listed by the US Environmental Protection Agency pursuant to the Emergency Planning & Community Right-to-Know Act (EPCRA) 40 CFR §350-372 and identified in §372.65 Specific Toxic Chemical Listing.

5.4. **Additives**: Functional papermaking additives or substances used during the papermaking process may not include:

- Carcinogens, mutagens, or reproductive toxins
- Chlorinated hydrocarbon disinfectants or biocides
- Substances known to produce or release carcinogens
- Heavy metal substances including lead, chromium, mercury, arsenic, cadmium, zinc, antimony, beryllium or selenium
- Ozone-depleting substances
- Fragrances

5.5. **Surfactant**: Surfactant used in pulp or paper production, if necessary, must be biodegradable.

5.6. **Acidity**: The average Index Paper pH value shall be not less than 6.5 for white paper and 5.5 for colored paper.

5.7. Index paper shall conform to the requirements of Table I.

TABLE I- Performance Characteristics

Requirements for 100% Chemical Wood Pulp Index Paper		
Basis Weight 25 1/2” x 30 1/2”, 500 sheets (pounds)	Caliper, Average (mils)	Bursting Strength, Mullen, Min (psi)
90	7.5	40
110	8.5	50
140	10.5	60
150	11.0	63
170	13.0	75
Prior to Physical Testing, samples shall be conditioned in accordance with TAPPI T-402		

6. Quality Assurance Provisions:

6.1. **Testing Methods** Index Paper samples shall be conditioned and tested in accordance with the following TAPPI methods. However, other applicable methods of test or examination may be employed if they are satisfactory to the Department of Citywide Administrative Services, or are satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services.

Table II- Standard Test Methods

Test Parameter	**Testing Method**
Fiber Analysis	T-401
Atmospheric Conditioning	T-402
Bursting Strength (Mullen)	T-403
Basis Weight	T-410
Thickness (Caliper) of Paper	T-411
Moisture Content	T-412
pH of paper extracts (Hot extraction method)	T-435
Brightness (White Index Only)	T-452

7. **Packing & Packaging**:

7.1. Unless otherwise specified, Index Paper shall be packed, labeled, transported, stored, delivered, disposed of and recycled in accordance with Federal, State and City regulations and best commercial practices. The sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium present in any package or packaging component shall not exceed 100 parts per million by weight. All packing and packaging must be recyclable materials. Cardboard cartons must contain a minimum of 50% post-consumer and 80% total recovered fiber content.

7.2. Cut sizes of Index Paper shall be wrapped in tight packages of 250 sheets or as specified in the Contract.

7.3. Each shipping container shall be a corrugated carton not to exceed a weight of 150 pounds.

8. **Identification & Labeling**:

8.1. Unit containers shall be plainly marked with the name of the material, type, number of sheets, size, color, basis weight, recycled content, manufacturer’s name and address and any other requirements as specified in the Contract.

8.2. Shipping containers shall be plainly marked with the name of the material, type, number of sheets, size, basis weight, name of the vendor, the number of the Contract, purchase order number, and the Commodity Code number.

8.3. Unless otherwise specified on any single purchase order, only one brand may be furnished. Mixed lots varying in origin, brand or trademark will not be accepted.

8.4. The vendor shall supply a manufacturer’s certificate indicating the percent post-consumer recycled content offered, and this must meet the specified Contract requirements. A minimum of 30% post-consumer recycled content is required for all Index Paper products.

8.5. When manufactured Process Chlorine Free is specified in the Contract, the vendor must supply a manufacturer’s certification that the Index Paper is manufactured Process Chlorine Free. That is, neither chlorine nor any of its derivatives are employed in the manufacture of the pulp or paper product.

8.6. The vendor shall provide a certificate indicating whether the Index Paper is either manufactured Elemental Chlorine Free or Processed Chlorine Free.

8.7. All 90 pound basis weight Index Paper furnished must offer trouble-free operation when used in dry toner copiers, other regular speed and high speed machines, and when used in laser printers. If requested, bidder must submit a letter from the manufacturing paper mill that the stock furnished will operate trouble-free.

8.8. Each bidder shall submit, within five days of request, proof satisfactory to the Department of Citywide Administrative Services that they hold or their agent holds an agreement under which they can provide deliveries of the quantities that they intend to furnish.

APPENDIX

Note 1: In order that each request for contract or purchase order quotation will result in fair competition and delivery of the Index Paper required, the requisition must contain the following information:

(A) **Name of Commodity**: Paper, Index

(B) **Specification Symbol**: #29-P-13:21

(C) **Basis Weight**: State weight

(D) **Size**: State 25 1/2" x 30 1/2", 34" x 44”, 36” x 48”, 38” x 50”, or cut size desired

(E) **Color**: State color

(F) **Quantity**: State number of each kind (weight/size/color)

(G) **Delivery**: – State destination point(s) and manner of delivery

Note 2: For the information of the Bureau of Quality Assurance:

If, in the opinion of the inspector, tests and analyses are necessary to determine compliance with any requirement of this specification, at least five (5) sheets of every grade, weight and color shall be randomly chosen and taken as representative of the delivery.

Note 3: Copies of this specification may be obtained from:

Department of Citywide Administrative Services
Office of Citywide Procurement
1 Centre Street – 18th Floor
New York, NY 10007

BIDDER'S CERTIFICATE – PAPER PRODUCTS

This is to certify that for the items listed below, I, ____, will provide a recycled product or products manufactured with a Minimum Recycled Content specified in the columns below that contain Recycled Materials as defined in the Bid, that are certified by the manufacturer below, and that comply with the requirements in the bid documents and/or the New York City specifications incorporated therein for the item.

ITEM #	BRAND OFFERED	% RECYCLED MATERIAL OF TOTAL ITEM WEIGHT/CATEGORY (Post-Consumer) 1	(Pre-Consumer) 2	(Total Recovered) 3
______	______________________	__________	__________	__________
______	______________________	__________	__________	__________
______	______________________	__________	__________	__________
______	______________________	__________	__________	__________

Bidder Company: ______________________ Signature: ______________________

Title: ______________________

MANUFACTURER'S CERTIFICATE

The paper stock provided for the above items will be/is manufactured by this firm to contain not less than the Minimum Recycled Content Specified above.

It is agreed that a representative of the City of New York shall have access to the mill/plant and production records any time during working hours for the purpose of verifying percentages and use of recovered material in the items specified above.

Name of Paper Mill: ________________________________

Address: ________________________________

____

Mill Official Name: ______________________ Title: ______________________

Mill Official Signature: ______________________ Date: ______________________

Telephone Number: ______________________

(This form may be reproduced for additional items)

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF MUNICIPAL SUPPLY SERVICES

SUPPLEMENT TO STANDARD INSTRUCTIONS TO BIDDERS FOR USE IN PRINTING ONLY

(These supplementary instructions take precedence over the Standard Instructions)

1 **PRINTING SAMPLES.** – **(a)** Unless otherwise stated in the bid, the only official sample for a printing job is the one with written specifications attached which is on file in the Bid Room (1 Centre Street, 18th Floor). It is the bidder's responsibility to base his bid upon this sample and specifications. Upon receipt of a written order, successful bidder must call Vendor Relations to review the sample located on the 18th Floor, Municipal Building, 1 Centre Street, New York, New York. 10007.

(b) The Vendor shall in all instances follow the type style, which may be specified, or must submit the equivalent to the Department of Citywide Administrative Services, Division of Municipal Supply Services, for approval. The decision of the Deputy Commissioner; Division of Municipal Supply Services, approving or rejecting the equivalent submitted shall be final.

(c) In the event an award is made and the vendor finds a discrepancy between the specifications and the sample, he shall contact the Purchasing Agent and obtain in writing either a modification of the specifications or a statement that the specification governs.

2. **SIZES**. – In describing dimensions, the first figure mentioned indicates the width of the forms, e.g., 8 ½ X 11 as a given size would mean that the form is 8 ½ in. wide and 11 in. long. Forms shall be of the size (width and length in inches) as called for by the specifications.

3. **PAPER STOCK**. – Only standard, Mill Brand or other recognized trade brands meeting the minimum 30% Post Consumer Recycled content shall be used, when called for in the schedule, and shall conform to the New York City specifications.

4. **VARIANCE FROM ESTIMATED QUANTITIES**. – This paragraph sets forth the extent to which the quantities originally estimated in the contract may be varied by the City, as distinguished from "Overruns or Underruns" (paragraph 10), which the printer may encounter in his operations. Of the four variations shown below, only the one stipulated in the "Special Instructions to Bidders" or in the schedule will apply to the contract.

(a) The Deputy Commissioner may increase or decrease the total estimated amount of the contract by not more than five (5%) percent to allow for correcting the estimated quantities at the time of ordering and for other changes;

(b) The Deputy Commissioner may increase by not more than twenty-five (25%) percent or decrease by not more than ten (10%) percent, the total estimated amount of the contract to provide for any variation in the approximate number of pages of an item, for author's alterations in excess of the estimated amount set forth in the schedule and for other changes;

(c) The Deputy Commissioner will order any of the items encompassed in the Award, in such quantities as may be required by the agencies for which the Department of Citywide Administrative Services, Division of Municipal Supply Services, is functionally responsible, be such quantities more than or less than estimates in the schedule;

(d) The Deputy Commissioner may make such variation in the quantities and amounts as will be indicated in the "Special Instructions to Bidders" or in the schedule.

5. **WORKMANSHIP** – All work shall be executed in a satisfactory, efficient and competent manner. All composition must be neat, free from battered or broken type; presswork should be properly made ready, producing a clear, clean, sharp and even impression. Electrotypes or other plates used must be replaced with new ones when, through use or any other cause, the impression ceases to be sharp and clear.

6. **FORM NUMBER**. – The form number, the quantity, the D.P. number and year, must be shown on all printed forms.

(a) The type to be used shall not be larger than six point lightface Gothic No. 2, or six point Roman upper and lower case, and shall be arranged in one line, and must be placed adjacent to composition or form or card. Parentheses and periods must not be used.

(b) The department form number, at the discretion of the using agency and with the approval of the Department of Citywide Administrative Services, Division of Municipal Supply Services, may be located elsewhere; however, it must be placed adjacent to the composition or form or card.

(c) The instructions set forth in Paragraphs (6) and (6a) will not apply to letterheads, note heads or business cards.

7. **ARTWORK, PHOTO-ENGRAVING-NEGATIVES etc.**

(a) All artwork, photo engravings electros, negatives, CD's, floppy disks, zip disks are to become the property of the City of New York and shall be delivered with proofs with the completed order.

(b) The signed receipt for such delivery must be submitted with invoice on completed work, so that the agency may certify to the fact that a complete delivery has been made on the order.

(c) On items requiring the City Seal, for reproduction purposes, the seal may be obtained from the Procurement Analyst of either the Department of Citywide Administrative Services, located at 1 Centre Street, N.Y. N.Y. 10007 or from the ordering agency.

8. PROOFS.

(a) The vendor must submit two sets of proofs of all work to the Department for which it is intended. Proofs must be delivered by a responsible employee of the vendor, or by registered mail, return receipts requested. Unless the Department approves proofs thus submitted, the inspector reserves the right to reject the goods when delivered.

(b) All sets of proofs submitted to the various departments must bear a stamp, executed by an authorized member of the Department, reading as follows:

Order No. ______________________ Item No. ______________________

Date submitted to Department ______________________

Date returned to vendor by Department ______________________

Approved by ______________________
Signature Title

(c) Unless this stamp is executed on each set of proofs, no allowance of time will be granted to absorb delay claimed in the return of proofs.

(d) No charge for correcting typographical errors at variance with copy will be allowed.

(e) All proofs must be properly read and all office corrections made before submitting proofs to the using agency. Proofs submitted must be free of all marks except queries. If carelessly read proofs are submitted, they will be returned immediately for revision. The City will charge the vendor with all costs incurred in proofreading the vendor's office errors.

(f) The time elapsed between the dates of delivery of proof by the vendor and the return of proof to the vendor and the time necessarily taken by the vendor to make any required revisions will be excluded from the time specified for delivery of the entire completed work.

9. FACILITIES. – (a) It will lie incumbent upon the successful bidder to prove conclusively to the Deputy Commissioner of the Division of Municipal Supply Services, before the awarding of the contract, that he has the necessary equipment and facilities properly and satisfactorily to execute the amount of the approximate quantities in the time and manner specified.

(b) The successful bidder who is awarded a contract shall maintain adequate stock and production records; these records must be retained for not less than three years after the termination of the contract and shall be available for examination by the City at any reasonable time within this period.

10. OVERRUNS-UNDERRUNS. – (a) The Department of Citywide Administrative Services, Division of Municipal Supply Services, is opposed to the acceptance of overruns. However, it recognizes that, in many types of printing, small overruns up to 5% of the quantity ordered subject to 20% discount in price (except pamphlets and books), provided the funds are available in the applicable appropriation account. Such five percent (5%) overrun may be delivered with the original shipment, subject to availability of funds.

(b) Likewise, the Department of Citywide Administrative Services, Division of Municipal Supply Services, will accept an underrun not exceeding five percent (5%) of the quantity ordered and will only pay for what is delivered. Should underrun exceed 5%, vendor will be paid an amount equal to eighty percent (80%) of the pro rata basis of the bid price for all items delivered.

(c) Overruns on Pamphlets and Books are to be invoiced on a pro rata basis for additional stock, presswork and binding only.

(d) Whenever the exact quantity of an order is undelivered but the vendor regards the shipment as being complete, delivery tickets and invoices must be rendered for the exact amount delivered and marked "Final Delivery".

(e) On numbered forms, cards or envelopes, exact quantity must be delivered. No overrun or underrun delivery will be accepted.

11. PACKING. – (a) Unless banding is called for, all printing must be delivered in packages of 500 or 1,000 each as directed, for sizes 4 ¼ X 5 ½ in. to 8 ½ X 14 in. inclusive. Sizes above to 8 ½ X 14 shall be delivered in packages of 250 or 500 each, as directed. Where packing instructions are not given on the order, blanks and circulars are to be delivered in packages of 500. All other packing shall be in the best commercial practice with the least amount of waste incurred.

(b) When banding is ordered, forms are to be banded in lots of 500 or less as directed and wrapped in Kraft paper at least 24 X 36 in. - 55 lbs. (480 sheets to ream), sealed with gummed tape. When forms are banded, the width of the band shall not be less than 75% of the longer dimension of the form.

(c) When Poly-wrap is specified, ream wrap and indicate required identification specified in paragraph (d) below on the outer package only.

(d) Packages must be marked with the name of the Department; the Bureau; the Form No.; D.P. Order and item numbers as shown on the order and must be delivered in good condition. Each item must be packed separately. No supplies are to be delivered in cases unless arranged for in advance. When applicable, delivery packages shall not weigh over 40 lbs. Cards when ordered delivered in boxes shall be so packed as to fit snugly in the boxes. The bid prices shall include packaging, banding, boxing and outer delivery wrapping unless otherwise stipulated.

12. DELIVERY POINT-INSPECTION. – All supplies must be delivered within the time specified free of delivery charge, and subject to inspection by the Bureau of Quality Assurance. Whenever delivery is made on the purchase order, the printer will communicate with the Bureau of Quality Assurance, Division of Municipal Supply Services at 212-669-7518 to request an inspection at the delivery point.

13. REPLACEMENT. – The vendor will be allowed one replacement of a rejected delivery, unless otherwise indicated in the special instructions or the schedule.

14. FINAL ACCEPTANCE. – In case of any controversy or disagreement as to the quality of the articles delivered, the decision of the Deputy Commissioner of the Division of Municipal Supply Services shall be accepted as final.

15. TYPE USE. – (a) The type set, artwork, negatives, CD, floppy disks, zip disks, electronic transfer and/or electrotypes used for any printed matter ordered by the City shall not be given, leased, loaned, or sold by the vendor to any individual, firm or corporation except The City of New York, unless the Deputy Commissioner gives his/her specific approval in writing. This applies to type as originally set, reset, plates, or any other form of application.

(b) Any violation of the foregoing shall be cause for the cancellation of the agreement. In addition, the City shall recover the costs of the composition, not as a penalty, but as the liquidated damages that the City will suffer due to said prohibited use of type.

(c) Any agreement shall be considered breached, if the vendor produces or reproduces for sale or any other purpose, any printing ordered by the City, or permits any individual, firm or corporation to do so, except as set forth in paragraph 16, "Subletting of Work." The vendor agrees to pay the City as liquidated damages, and not as a penalty, twenty dollars ($20.00) for each copy of printing so produced.

(d) Violation of clauses (a) and (c) above shall be deemed sufficient cause for declaring the vendor to be an irresponsible bidder.

16. SUBCONTRACTING OF WORK. – Whenever the proposal permits subcontracting, the bidder must clearly indicate the names and addresses of such subcontractors and the operations intended to be produced by such subcontractor, unless otherwise specified.

17. INVOICES. – (a) All invoices for printing must be rendered in triplicate and mailed as indicated on individual purchase orders. When applicable, a finished copy of the work must accompany the invoices

(b) Where overtime is involved, the printer must furnish evidence that the overtime was properly authorized by the Department of Citywide Administrative Services, Division of Municipal Supply Services, or by the using agency in an emergency. If no provision, or insufficient allowance, for overtime had been included in a contract, the contract may be modified as mutually agreed upon by the Deputy Commissioner and the contractor.

(c) When rendering invoices for printing in which author's alterations or overtime is involved, the printer must furnish with the invoices copies of all subsequent proofs, copy of the final proof and finished approved copy of the job. The final proof must be signed and dated by the person approving it on behalf of the using agency. The Department of Citywide Administrative Services, Division of Municipal Supply Services, will not accept invoices involving author’s alterations or overtime unless accompanied by the foregoing papers. In the absence of such papers, the invoices will be returned to the printer with the notation "insufficient information furnished for payment."

(d) Cancelled matter will be paid at a fair and just price and is to be billed for separately by the vendor. Proof of claim must be submitted with the invoice. All claims for author's alterations, overtime and cancelled matter will be subject to audit by the City.

18. PAYMENT. – Payment will be made for the net number of units accepted at the price bid per unit, overruns or underruns excepted. Proper invoices when submitted will be payable within the prompt payment provisions of the Procurement Policy Board Rules after either their receipt or after delivery of the supplies, whichever date is later. When partial deliveries are made during the month, such invoices will be payable within the prompt payment provisions of the Procurement Policy Board Rules after either the end of the month, or after the receipt of invoices, whichever date is later.

If public necessity requires the use of any printing, which is subsequently found not to comply with the specification requirements, and if no definite deductions are prescribed, the Bureau of Quality Assurance will make such deductions as the Quality Assurance Specialist shall determine to be reasonable, based on the results of analyses, tests or examinations.

19. MEMORANDUM RECEIPT. – All supplies when delivered must be accompanied by a separate memorandum receipt in duplicate for each final destination in accordance with the sample shown on page C-4. Vendors must supply themselves with these forms. Original memorandum will be retained by the Department of Citywide Administrative Services, Division of Municipal Supply Services or the receiving agency and the duplicate will be signed and returned to the representative of the vendor. All deliveries are subject to count by the receiving agency and examination by a Quality Assurance Specialist.

DELIVERY MEMORANDUM

Received in apparent good order from

Date ....

Contract No. ....

Order No. ....

For: Department of ....

Address: ....

Room No. ....

Borough - County ....

D. P. No. ....

Ship. Inst. No. ....

Our Order No. ....

PACKAGES	ITEM NO.	QUANTITY	NATURE OF SUPPLIES

Received by ....

Title ....

P L E A S E   R E T A I N   O N   F I L E

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. <u>BIDS</u>

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. <u>BIDDER QUALIFICATIONS</u>

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. <u>SPECIFICATIONS AND SAMPLES</u>

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. <u>AWARD</u>

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. <u>PAYMENTS</u>

7.1 <u>Weights and Measures</u>. 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 <u>Payments</u>

(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. <u>LABOR LAW REQUIREMENTS</u>

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. <u>TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS</u>

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 convenant 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. <u>RESOLUTION OF DISPUTES</u>

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 it 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. <u>VENDEX QUESTIONNAIRES</u>

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.

<u>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</u>.

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. <u>INSTALLATIONS</u>

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.