PIN: 8572700003

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: 2700003.

BID TITLE: OIL PRODUCTS: LUBRICATING, AUTOMOTIVE

ALL INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO:
PURCHASING AGENT: ALVIN K. PETTWAY AT (212) 386-0478

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.

THE PURPOSE OF THIS CONTRACT IS TO PROCURE LUBRICATING OIL PRODUCTS FOR THE CITY OF NEW YORK.

PERIOD OF CONTRACT:
NOVEMBER 1, 2026 THROUGH OCTOBER 31, 2029

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

FOLLOWING SUBMITTALS AND ATTACHMENTS ARE TO BE COMPLETED AS NECESSARY AND RETURNED WITH BID SUBMISSIONS:
1) BIDDER'S QUALIFICATION FORM
2) MANUFACTURER'S CERTIFICATE
3) CYLINDER PRICE SHCEDULE
4) API CERTIFICATION

BIDDERS ARE ADVISED THAT ALL LUBRICATING AND ENGINE OILS SUPPLIED AND DELIVERED UNDER THIS CONTRACT SHALL ADHERE TO THE ATTACHED SPECS:

1) #30-O-15:26 SPECIFICATION FOR OIL, LUBRICATING, INTERNAL, COMBUSTION ENGINE,

2) #30-O-31:26 SPECIFICATION FOR LUBRICANT OILS, HYDRAULIC

3) #30-G-6-26 SPECIFICATION FOR GREASE MULTIPURPOSE

4) #30-G-01:26 SPECIFICATION FOR OIL, LUBRICATING, GEAR

5) #30-O-1:26 SPECIFICATION FOR OIL, LUBRICATING, COMPRESSION - IGNITION, INTERNAL COMBUSTION ENGINE

6) #30-AT-01:26 SPECIFICATION FOR LUBRICANT: FLUID, AUTOMATIC TRANSMISSION

========== DELIVERY TIME ==========
DELIVERY SHALL BE MADE IN ACCORDANCE WITH INSTRUCTIONS ON THE PURCHASE ORDER FROM EACH AGENCY. IF THERE IS A DISCREPANCY ON THE PURCHASE ORDER, IT IS THE VENDOR'S OBLIGATION TO SEEK CLARIFICATION FROM THE ORDERING AGENCY.
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ALL PRICES ARE TO BE BASED ON THE BASIS OF F.O.B. DELIVERY POINT, UNLOADED, AND INSIDE.

ALL DELIVERY CHARGES SHALL BE INCLUDED IN BID PRICES.

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.

SAFETY DATA SHEETS (S.D.S.):

IN ORDER TO ENSURE PROPER SAFETY PRECAUTIONS, AND IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND OSHA REGULATIONS, SAFETY DATA SHEETS (S.D.S.) ARE REQUIRED TO ACCOMPANY THE FIRST DELIVERY. IF PRODUCT CHANGES, UPDATED SHEETS ARE REQUIRED TO BE SUBMITTED WITH DELIVERY OF CHANGED PRODUCT.

S.D.S. SHEETS MUST ALSO BE AVAILABLE UPON REQUEST BY DCAS BUREAU OF QUALITY ASSURANCE (BQA) OR, USER AGENCIES. FAILURE TO SUPPLY S.D.S. SHEETS WITH SHIPMENT MAY SUBJECT THE SHIPMENT TO BEING REJECTED.

* DISCONTINUED PRODUCTS *
IF THE VENDOR PLANS TO DISCONTINUE A PRODUCT AND OFFERS A SUBSTITUTE, SIX MONTHS WRITTEN NOTICE MUST BE GIVEN. THE VENDOR SHALL SUPPLY SAMPLES, IN SUFFICIENT QUANTITY, OF THE SUBSTITUTE PRODUCT TO THE CITY OF NEW YORK, FOR THE PURPOSE OF PRODUCT EVALUATION.

IN THE EVENT THAT THE PRODUCT EVALUATION REVEALS THAT THE SUBSTITUTE PRODUCT IS UNSATISFACTORY, THE VENDOR SHALL MAKE ARRANGEMENTS TO PROVIDE THE ORIGINAL PRODUCT OR ANOTHER ACCEPTABLE SUBSTITUTE IN SUFFICIENT QUANTITY FOR THE DURATION OF THE CONTRACT.

PRICE ADJUSTMENTS:
A PRICE INCREASE WILL BE ALLOWED ON THIS CONTRACT AFTER IT HAS BEEN IN EFFECT FOR THREE MONTHS. THE INCREASE WILL BE ALLOWED ONLY FOR MATERIAL COST. THEREAFTER, ONE PRICE INCREASE REQUEST WILL BE CONSIDERED EVERY YEAR. PRICE DECREASES MUST BE OFFERED AS SOON AS THEY BECOME AVAILABLE OR, IMMEDIATELY UPON NOTIFICATION BY THE OFFICE OF CITYWIDE PROCUREMENT.

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

NOTE: FAILURE TO INCLUDE MATERIAL COST WILL PRECULUDE ANY FUTURE PRICE ADJUSTMENT.

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

INDUSTRY: PETROLEUM LUBRICATING OIL AND GREASE MANUFACTURING
PRODUCT: PETROLEUM LUBRICATING OIL AND GREASES
SERIES ID: PCU324191324191
***NOTE: THIS INDEX WILL APPLY TO ALL PETROLEUM BASED PRODUCTS.

OR

INDUSTRY: CHEMICAL AND ALLIED PRODUCTS: AUTOMOTIVE CHEMICALS
PRODUCT: AUTOMOTIVE CHEMICALS
SERIES ID: WPU06790991

***NOTE: THIS INDEX WILL APPLY TO SYNTHETIC PRODUCTS ONLY. THIS INDEX DOES NOT APPLY TO PETROLEUM BASED PRODUCTS.

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

NOTIFICATION OF PRICE CHANGES MUST BE ADDRESSED IN WRITING TO THE:
ASSISTANT COMMISSIONER, PROCUREMENT
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES,
OFFICE OF CITYWIDE PURCHASING (OCP),
1 CENTRE STREET, 18TH FLOOR,
NEW YORK, NY 10007

THE DOCUMENTATION ON PRICE INCREASES MUST SUBSTANTIATE THE CHANGE IN PRICE. ACCEPTABLE DOCUMENTATION INCLUDES, BUT IS NOT LIMITED TO:

1. MANUFACTURER NOTICE OF PRICE INCREASE;
2. CHANGES IN THE PRODUCER PRICE INDEX.
   (VENDOR MUST HAVE AND SUPPLY BOTH.)

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.

CYLINDERS / DRUMS:
CYLINDERS LOANED BY THE CONTRACTOR SHALL REMAIN CONTRACTOR'S PROPERTY. AGENCY IS TO NOTIFY CONTRACTOR WHEN CYLINDERS ARE EMPTY AND READY TO BE PICKED UP. PICK UP OF CYLINDERS IS AT CONTRACTOR'S EXPENSE.

CONTRACTOR SHALL INCLUDE WITH THE BID A SCHEDULE OF PRICES FOR EACH CYLINDER. THESE PRICES SHOULD REPRESENT THE MAXIMUM COST FOR WHICH THE CONTRACTOR WILL HOLD THE CITY LIABLE IN THE EVENT CYLINDERS ARE LOST OR DESTROYED.

DRUM/CYLINDER LABELS:
VENDORS MUST APPLY LABELS TO ALL DRUMS ADVISING THE USER AGENCIES OF DRUM PRICING, AS INIDICATED IN SCHEDULE OF PRICES, WHICH IS TO BE INCLUDED WITH BID SUBMISSIONS. (REFER TO ABOVE PARAGRAPH).

EACH LABEL SHOULD INDICATE VENDOR'S NAME, TELEPHONE NUMBER AND ANY PERTINENT INFORMATION NECESSARY FOR THE RETURN OF EACH DRUM.

DEMURRAGE AND LOST CYLINDERS/DRUMS:
ALL DELIVERY CHARGES, INCLUDING PICK-UP AND DELIVERY OF CYLINDERS FOR REFILL, ARE TO BE INCLUDED IN THE BID PRICE.

WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, THE CITY AGREES TO RETURN THE CYLINDERS AND/OR CONTRACTOR-OWNED FITTINGS IN GOOD CONDITION. SUCH CYLINDERS AND/OR FITTINGS ARE TO BE PICKED UP AT CONTRACTOR'S EXPENSE.

FOR EACH CONTRACTOR-OWNED CYLINDER NOT OFFERED BY WRITTEN NOTICE FOR RETURN TO CONTRACTOR BEFORE EXPIRATION OF THE THIRTY (30)-DAY PERIOD, THE CONTRACTOR MAY CHARGE DEMURRAGE FOR THE TIME PAST SAID 30-DAY PERIOD THAT CYLINDER IS OUT OF CONTRACTOR'S POSSESSION. DEMURRAGE IS PAYABLE MONTHLY AND THE CONTRACTOR MAY INVOICE THE CITY ACCORDINGLY.

TOTAL DEMURRAGE SHALL NOT EXCEED 75% OF THE VALUE OF THE CYLINDER, REGARDLESS OF THE LENGTH OF TIME SUCH CYLINDER IS RETAINED, AS LONG AS IT IS IN USEABLE CONDITION WHEN RETURNED.

IN CASE ANY CONTRACTOR-OWNED CYLINDER OR FITTING IS LOST OR DAMAGED BEYOND REPAIR BEFORE THEY ARE RETURNED TO THE CONTRACTOR, OR IN CASE THE CITY FAILS TO RETURN ANY CONTRACTOR-OWNED CYLINDERS WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF DELIVERY, THE CITY AGREES TO PAY THE CONTRACTOR, ON DEMAND, THE VALUE THEREOF AT THE RATE SPECIFIED BY THE CONTRACTOR IN THE BID.

IF A CYLINDER IS ALREADY PAID FOR, AND IS SUBSEQUENTLY RETURNED TO THE CONTRACTOR BY THE CITY, THE CONTRACTOR, WILL REFUND THE FULL AMOUNT PAID BY THE CITY, LESS THE COST FOR REPAIRING ANY DAMAGE TO SUCH CYLINDER. IN ADDITION, CHARGES FOR UNPAID DEMURRAGE ACCRUED AND DEMANDED FOR THE PERIOD THE CONTRACTOR WAS WITHOUT THE USE OF THE CYLINDER MAY BE DEDUCTED ACCORDINGLY.

ALL CYLINDERS ARE TO BE RETURNED TO THE CONTRACTOR WITH PROTECTION CAPS ATTACHED. CLAIMS BY CITY FOR SHORTAGE OF MATERIAL BASED ON DEFECTIVE VALVES OR OTHER CYLINDER IMPERFECTIONS SHALL BE MADE IN WRITING THIRTY (30) DAYS AFTER RECEIPT OF SUCH CYLINDER.

BULK DELIVERIES:
BULK LUBRICANT DELIVERIES SHALL BE MADE ONLY IN TANK WAGONS EQUIPPED WITH METERS, BEARING SEAL OF INSPECTION BY THE DEPARTMENT OF CONSUMER AFFAIRS. METERS SHALL AUTOMATICALLY PRINT DELIVERY TICKETS SHOWING GALLONS DELIVERED AND TICKETS SHALL BE LEFT AT THE DELIVERY POINT WITH EACH DELIVERY.

DELIVERY TICKETS SHALL SHOW VENDOR'S NAME, TRUCK NUMBER, FIRE DEPARTMENT PERMIT NUMBER, DEPARTMENT DELIVERY ADDRESS, GRADE OF OIL, DELVERY DATE, AND ORDER NUMBER. THERE SHALL BE ONLY ONE PRODUCT CARRIED ON A TRUCK AT ONE TIME.

INSPECTION: BULK DELIVERIES
ALL BULK DELIVERIES MUST BE INSPECTED AND EACH DELIVERY TICKET MUST BE PROPERLY STAMPED WITH INSPECTION STAMP OF THE BUREAU OF QUALITY ASSURANCE (BQA). INSPECTION HOURS ARE FROM 07:00 A.M. TO 02:45 P.M., MONDAY THROUGH FRIDAY. BQA MAY ALSO ISSUE AN INSPECTION WAIVER NUMBER AUTHORIZING WAIVER OF INSPECTION IN CASE OF AN EMERGENCY.

IF THERE IS NO INSPECTION STAMP OR WAIVER NUMBER, DELIVERIES ARE CONSIDERED UNAUTHORIZED AND WILL NOT BE ACCEPTED AND PAYMENT NOT MADE.

PETROLEUM PRODUCTS THAT ARE BULK-DELIVERED MUST BE DELIVERED AT 60 DEGREES FAHRENHEIT. THE TEMPERATURE WILL BE MEASURED FROM THE TOP OF THE TRUCK.

THE TRUCK DRIVER SHALL PROVIDE ADEQUATE INFORMATION ON THE TYPE OF MATERIAL IN THE TRUCK TANK AND NECESSARY ACCOMPANYING PAPERWORK.

NECESSARY PAPERWORK SHALL INCLUDE BQA METER TICKET, THE VENDOR'S BILL OF LADING/LOADING TICKET AND PRODUCT DELIVERY TICKET COMPLETELY FILLED OUT WITH INFORMATION ON THE TYPE OF PRODUCT, THE TIME OF LOADING, THE LOADING TERMINAL, TRUCK DRIVER NUMBER, THE AMOUNT OF PRODUCT FOR DELIVERY (IN GALLONS), THE VENDOR'S CONTACT INFORMATION, RECIPIENT AGENCY NAME AND ADDRESS, TANK CAPACITY, AND DATE. BQA'S METER TICKET SHALL CONSIST OF THE FOLLOWING INFORMATION:

VENDOR'S NAME, INSPECTOR'S NAME AND LOCATION, DATE AND TIME OF INSPECTION, TRANSPORTER NAME (IF APPLICABLE), LOADING TERMINAL, LOADING TICKET NUMBER AND GALLONS LOADED. THE BQA METER TICKET SHALL BE PUNCHED AND HAVE A PRINTED SERIAL NUMBER.

CONTAINERIZED DELIVERIES:
CONTAINERIZED DELIVERIES MAY BE MADE PRIOR TO RECEIVING AN INSPECTION STAMP. HOWEVER, SUBSEQUENT TO A DELIVERY, AN INSPECTION OF THE PRODUCT WILL BE MADE TO VERIFY THAT PRODUCT MEETS SPECIFICATION.

RECEIVNG AGENCY WILL NOTIFY BQA OF NUMBER OF DRUMS RECEIVED, TYPE OF PRODUCT AND LOCATION WHERE PRODUCT WAS DELIVERED. BQA MAY, AT ITS OWN DISCRETION ISSUE A WAIVER OF INSPECTION FOR CERTAIN DELIVERIES.

API CERTIFICATION:
BIDDER MUST HAVE MANUFACTURER'S CERTIFICATION THAT ALL BRANDS AND MODELS QUOTED HAVE AMERICAN PETROLEUM INSTITUTE (API) CERTIFICATION AT THE TIME OF BID. IF BIDDING A REPACKED PRODUCT, THE REPACKED PRODUCT MUST HAVE API CERTIFICATION AS DELIVERED. THE API CERTIFICATION MUST BE SUPPLIED BY THE MANUFACTURER AND IS TO BE INCLUDED WITH THE BID.

NOTE: IF API CERTIFICATIONS CHANGE DURING CONTRACT PERIOD, BIDDER MUST SUPPLY THE LATEST CERTIFICATIONS.

QUALIFICATION OF BIDDERS:
TO BE CONSIDERED FOR AN AWARD VENDORS MUST HAVE BEEN IN THE BUSINESS OF SELLING PETROLEUM PRODUCTS FOR A MINIMUM OF THREE YEARS.
VENDOR MUST HAVE STORAGE CAPABILITY FOR 10% OF ESTIMATED VOLUME FOR EACH ITEM AWARDED.
THE ENCLOSED QUALIFICATION OF BIDDER FORM MUST BE COMPLETED AND RETURNED WITH VENDOR'S BID SUBMISSION.

SAMPLES:
THE CITY RESERVES THE RIGHT TO REQUEST SAMPLES OF ANY ITEMS OFFERED IN RESPONSE TO THIS BID SOLICITATION FOR EVALUATION AND TESTING. IF REQUESTED, SUCH SAMPLES SHALL BE FURNISHED WITHIN FIVE (5) WORKING DAYS, OR AS STATED IN THE REQUEST. SAMPLES MUST BE SECURELY TAGGED OR LABELLED WITH: BIDDER NAME, MANUFACTURER, MODEL NUMBER, BID AND ITEM NUMBER.

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

BULK SAMPLES:
BQA RESERVES THE RIGHT TO REQUEST SAMPLES. SAMPLES WILL BE PROVIDED IN TWO-(1) ONE QUART CONTAINERS BY VENDOR.

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

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

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

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

INVOICES:
INVOICES FOR PRODUCTS DELIVERED DIRECTLY TO CITY AGENCIES SHALL BE SENT AS INDICATED ON INDIVIDUAL PURCHASE ORDERS.

THE CITY OF NEW YORK UTILIZES MULTIPLE SYSTEMS FOR DISPATCHING ORDERS AND RECEIVING INVOICES. PLEASE BE AWARE THAT THE VENDOR IS RESPONSIBLE FOR RECEIVING ORDERS AND SUBMITTING INVOICES UTILIZING THE SYSTEM(S) DESIGNATED FOR USE IN A PARTICULAR AGREEMENT AND SHOULD REACH OUT TO THE MANAGING AGENCY FOR INSTRUCTIONS ON WHICH SYSTEM WILL BE UTILIZED FOR ORDERING AND PAYMENT.

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

USAGE REPORT:
THE REPORT SHALL BE FORMATTED TO INCLUDE: THE CONTRACT NAME, RC NUMBER, TERM OF THE CONTRACT, AND PERIOD OF TIME COVERED BY THE REPORT.
THE REPORT IS TO BE ORGANIZED TO SHOW AGENCY, DELIVERY ADDRESS, ITEM ORDERED, UNIT OF ISSUE, QUANTITY ORDERED AND DOLLAR VALUE OF ALL ITEMS ORDERED IS REQUIRED ON A QUARTERLY BASIS.

THE FIRST REPORT WILL BE REQUIRED THREE (3) MONTHS AFTER CONTRACT START DATE. SUBSEQUENT REPORTS ARE REQUIRED EVERY THREE (3) MONTHS THEREAFTER.

REPORTS SHOULD BE SUBMITTTED IN EXCEL FORMAT IN ACCORDANCE WITH THE REQUIRED FIELDS STATED ABOVE IN E-MAIL.

THE USAGE REPORT SHALL BE SENT ELECTRONICALLY TO THE ATTENTION OF THE PROCUREMENT ANALYST WHOSE NAME IS LISTED ON PAGE B001.

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

QUESTIONS:
ALL QUESTIONS CONCERNING THIS BID SHALL BE IN WRITING AND SENT VIA THE PASSPORT DISCUSSION FORUM AND/OR EMAILED TO ALVIN PETTWAY AT: APETTWAY@DCAS.NYC.GOV.

THE DEADLINE TO ASK QUESTIONS IS TEN-(10) BUSINESS DAYS PRIOR TO SCHEDULED BID OPENING. QUESTIONS RECEIVED AFTER THIS DEADLINE MAY NOT BE ADDRESSED.

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

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

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

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

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

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

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

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

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

IF THE SERVICES UNDER THIS CONTRACT ARE SUPPORTED BY A FEDERAL GRANT OF FUNDS, THE FEDERAL AND STATE GOVERNMENT RESERVES A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE AND TO AUTHORIZE OTHERS TO USE, FOR FEDERAL OR STATE GOVERNMENT PURPOSES, THE COPYRIGHT IN ANY COPYRIGHTABLE MATERIALS DEVELOPED UNDER THIS CONTRACT.
IF THE CONTRACTOR PUBLISHES A WORK DEALING WITH ANY ASPECT OF PERFORMANCE UNDER THIS CONTRACT, OR WITH THE RESULTS OF SUCH PERFORMANCE, THE CITY SHALL HAVE A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE SUCH WORK FOR CITY GOVERNMENTAL PURPOSES.

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

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

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

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

ALL SUCH MATERIALS SO INDICATED SHALL BE REVIEWED BY THE AGENCY AND ANY DECISION NOT TO HONOR A REQUEST FOR CONFIDENTIALITY SHALL BE COMMUNICATED IN WRITING TO THE BIDDER. FOR THOSE BIDS WHICH ARE UNSUCCESSFUL, ALL SUCH CONFIDENTIAL MATERIALS SHALL BE RETURNED TO THE BIDDER. PRICES, MAKES AND MODEL OR CATALOG NUMBERS OF THE ITEMS OFFERED, DELIVERIES, AND TERMS OF PAYMENT SHALL BE PUBLICLY AVAILABLE AFTER BID OPENING REGARDLESS OF ANY DESIGNATION OF CONFIDENTIALITY MADE BY THE BIDDER.

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

ITEMS ON THIS BID WILL BE AWARDED ON AN ITEM-BY-ITEM BASIS. VENDORS MAY BID ON ANY OR ALL ITEMS.

MATERIAL COST IS TO BE INCLUDED ON ALL ITEMS. FAILURE TO INCLUDE MATERIAL COST WILL PRECLUDE ANY FUTURE PRICE ADJUSTMENT.

ITEM NUMBER: 1.
15W-40, ENGINE OIL (FULLY SYNTHETIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-1:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS TO CITY AGENCY LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS OR SHIPPING INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 2.
15W-40, ENGINE OIL (FULLY SYNTHETIC) 10000. GAL $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-1:26
(TANK WAGON)

TO BE DELIVERED IN TANK WAGON LOTS OF ABOUT 20 TO 250 GALLONS (PER TANK WAGON COMPARTMENT) INTO BULK STORAGE TANKS ACCESSIBLE TO TRUCK IN ALL LOCATIONS IN THE FIVE BOROUGHS.

MFR:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 3.
5W-20, GASOLINE ENGINE OIL (SYNTHETIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-15:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS TO CITY AGENCY LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS OR SHIPPING INSTRUCTIONS.

MFG:.....
BRAND:.....

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 4.
5W-20, GASOLINE ENGINE OIL (FULLY SYNTHETIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-15:26
SECTION 2 (GF-6A/GF-7A/GF-7B AND SN/SN PLUS/
SP/SQ) (55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 5.
5W-30, GASOLINE ENGINE OIL (SYNTHETIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-15:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 6.
5W-30, GASOLINE ENGINE OIL (FULLY SYNTHETIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-15:26
SECTION 2 (GF-6A/GF-7A/GF-7B AND SN/SN PLUS/
SP/SQ) (55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION
ITEM NUMBER: 7. 5W 30 - GASOLINE ENGINE OIL (FULLY SYNTHETIC) IN ACCORDANCE WITH N.Y.C. SPEC #30-O-15:26 (GF-6A,GF-7A,GF-7B AND SN,SN PLUS,SQ/SP) (55 GALLON DRUM) TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS TO CITY AGENCY LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS OR SHIPPING INSTRUCTIONS. MFG:..... BRAND:..... BIDDER TO INCLUDE MATERIAL COST: $..... (SEE PRICE ADJUSTMENT CLAUSES)	500.	DRUM	$_____	$_____
ITEM NUMBER: 8. 5W 40 - DIESEL ENGINE OIL (FULLY SYNTHETIC) IN ACCORDANCE WITH N.Y.C. SPEC #SPEC 30-O-1:26 (CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4, SN) (55 GALLON DRUM) TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS TO CITY AGENCY LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS OR SHIPPING INSTRUCTIONS. MFG:..... BRAND:..... BIDDER TO INCLUDE MATERIAL COST: $..... (SEE PRICE ADJUSTMENT CLAUSES)	500.	DRUM	$_____	$_____
ITEM NUMBER: 9. ISO-32, HYDRAULIC OIL (HM HYDRAULIC OILS) IN ACCORDANCE WITH N.Y.C. SPEC #30-O-31:26 (55 GALLON DRUM) TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS TO CITY AGENCY LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS OR SHIPPING INSTRUCTIONS. BIDDER TO INCLUDE MATERIAL COST: $..... (SEE PRICE ADJUSTMENT CLAUSES)	500.	DRUM	$_____	$_____
ITEM NUMBER: 10. ISO-32, HYDRAULIC OIL (HM HYDRAULIC OILS) IN ACCORDANCE WITH N.Y.C. SPEC #30-O-31:26 (TANK WAGON)	10000.	GAL	$_____	$_____

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

TO BE DELIVERED IN TANK WAGON LOTS OF ABOUT 20
TO 250 GALLONS (PER TANK WAGON COMPARTMENT)
INTO BULK STORAGE TANKS ACCESSIBLE TO TRUCK IN
ALL LOCATIONS IN THE FIVE BOROUGHS.

MFR:.....
BRAND:.....

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 11.
ISO-46, HYDRAULIC OIL (HM HYDRAULIC OILS) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-31:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 12.
ISO-46, HYDRAULIC OIL (HM HYDRAULIC OILS) 10000. GAL $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-O-31:26
(TANK WAGON)

TO BE DELIVERED IN TANK WAGON LOTS OF ABOUT 20
TO 250 GALLONS (PER TANK WAGON COMPARTMENT)
INTO BULK STORAGE TANKS ACCESSIBLE TO TRUCK IN
ALL LOCATIONS IN THE FIVE BOROUGHS.

MFR:.....
BRAND:.....

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 13.
MULTIPURPOSE GREASE, (SYNTHETIC) TYPE D 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-G-6:26
(120 LB DRUM)

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

TO BE DELIVERED IN 120 POUND RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 14.
75W-90 GEAR OIL, (SYNTHECTIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-G-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 15.
80W-140 GEAR OIL, (SYNTHECTIC) 500. DRUM $_____ $_____
IN ACCORDANCE WITH N.Y.C. SPEC #30-G-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 16.
FLUID, TRANSMISSION (AUTOMATIC) TYPE 1, 500. DRUM $_____ $_____
MULTI-VEHICLE AUTOMATIC TRANSMISSION FLUID
IN ACCORDANCE WITH N.Y.C. SPEC #30-AT-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 17.
FLUID, TRANSMISSION (AUTOMATIC) TYPE 2, 500. DRUM $_____ $_____
AUTOMATIC TRANSMISSION FLUID DEXRON VI
IN ACCORDANCE WITH N.Y.C. SPEC #30-AT-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 18.
FLUID, TRANSMISSION (AUTOMATIC) TYPE 3, 500. DRUM $_____ $_____
SYNTHETIC AUTOMATIC TRANSMISSION FLUID HEAVY DUTY
IN ACCORDANCE WITH N.Y.C. SPEC #30-AT-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 19.
FLUID, TRANSMISSION (AUTOMATIC) TYPE 4, 500. DRUM $_____ $_____
AUTOMATIC TRANSMISSION FLUID ULV
IN ACCORDANCE WITH N.Y.C. SPEC #30-AT-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

DESCRIPTION	QUANTITY	UOI	UNIT PRICE	EXTENSION

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

ITEM NUMBER: 20.
FLUID, TRANSMISSION, TYPE 5, 500. DRUM $_____ $_____
CONTINUOUSLY VARIABLE TRANSMISSION (CVT) FLUID
IN ACCORDANCE WITH N.Y.C. SPEC #30-AT-01:26
(55 GALLON DRUM)

TO BE DELIVERED IN 55 GALLON RETURNABLE DRUMS
TO CITY AGENCY LOCATIONS AS INDICATED ON
INDIVIDUAL PURCHASE ORDERS OR SHIPPING
INSTRUCTIONS.

MFG:.....
BRAND:.....

BIDDER TO INCLUDE MATERIAL COST: $.....
(SEE PRICE ADJUSTMENT CLAUSES)

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
LUBRICANT: FLUID, AUTOMATIC TRANSMISSION

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 invitation to bid.

1. INTENT:

This specification covers the "Automatic Transmission Fluid", for use in vehicles with self-shifting or automatic transmission.

2. Requirements:

2.1 The automatic transmission fluid shall be formulated from full synthetic, and synthetic base stock. They shall incorporate additives which are designated to bring the base stock(s) in compliance with the respective product's required classification and performance characteristics.

2.2 Automatic transmission fluid offered must meet SAE J311.

2.3 The proposed automatic transmission fluid shall be formulated for miscibility with fluids used for initial OEM factory fill and with other OEM qualified fluids, resistance to oxidation, operation in a range from very low temperature to very high temperatures, component lubrication, anti-foam protection, protection against corrosion, compatibility with elastomeric materials, OEM shift-feel characteristics, clutch, and band friction characteristic retention versus temperature and duty cycle, and anti-wear protection.

2.4 Automatic transmission fluid offered must be "fill for-life" type under normal service and in color as specified.

3. Type:

The automatic transmission fluid shall be of the following qualities:

Type 1- Multi-Vehicle Automatic Transmission Fluid

Type 2- Automatic Transmission Fluid DEXRON VI

Type 3- Synthetic Automatic Transmission Fluid Heavy Duty

Type 4- Automatic Transmission Fluid ULV

Type 5- Continuously Variable Transmission (CVT) Fluid

4. Product Description and Typical Physical Characteristics:

4.1 Type 1- Multi-Vehicle Automatic Transmission Fluid

Multi-vehicle ATF is an advanced technology, high performance, multipurpose power transmission fluid, formulated with fully synthetic based stocks and additives to provide oxidation and thermal stability, friction control, load carrying ability, corrosion, wear protection, and to protect against the formation of sludge, varnish, other harmful deposit, and foam for use in a variety of vehicles.

It shall have recommendation for use in applications requiring Dexron III, Allison C-4, Ford Mercon and Mercon V. It should have no recommendation for use in CVT or DCT transmissions. It meets or exceeds the requirements of JASO 1-A-LV-15.

Industry Specifications and OEM Approval:

Manufacturer	Specification
Aisin Warner transmissions	JWS 3309
Allison	C4, TES-295, TES-389
Chrysler	ATF+3, ATF+2, ATF+4
Ford	MERCON V, MERCON LV, WSS-M2C922, XT-9QMM5
General Motors	DEXRON VI, DEXRON-III, T-IV, ATF Saturn T IV, AW-1
Honda/Acura	ATF-Z1, ATF DW-1
Hyundai/Kia	SP-II, SP-III, SP-IV, SP-IV-RR, SPH-IV
Isuzu	ATF II, ATF 111, Genuine ATF, 08200-9001
Jaguar	Fluid 8432, JLM 20238, JLM 20292, JLM 21044, K-17
Land Rover	TYK500050, LR0022460:LV
MAN	339 VI, 339Z2, 339A, 339D, 339F
Mazda	ATF M-V, FZ, F-1, FW 6A EL, FW 6AX EL, JWS3317
Mercedes	MB236.10-15, MB 236.3, MB236.41, MB236.5-9
Mitsubishi	Diamond SP-II, SP-III, DiaQueen ATF J2-3, MS991156
Nissan	Matic-D, Matic-J, Matic-K, Matic S, Matic
Peugeot	PSA Peugeot Citroen Z 000169756
Porsche	000 043 204 41, 000 043 205 09, 000 043 205 28
Saab	3309-T-IV, 93 165147-AW-1
Subaru	Subaru ATF, Subaru ATF-HP, K0140Y0700
Suzuki	3314, 3317
Toyota/Lexus	Type T, T-III, T-IV, WS, FZ, Type D-III, Type T-IV
Volvo	1161521, 1161540/1161640, 1273.41

Typical Physical Characteristics:

Typical physical characteristics of multi-vehicle automatic transmission Fluid will be as stated in Table-1

Table-1 Typical Physical Characteristics of Multi-vehicle Automatic Transmission Fluid

Test	Method	Results
Viscosity at 40°C, cSt.	ASTM D-445	33.0
Viscosity at 100°C, cSt.	ASTM D-445	6.78
Viscosity Index	ASTM D-2270	170
Appearance		Red
Brookfield Viscosity at -40 ^{0}C, cP	ASTM D-2983	10,500
Pour Point, ^{0}C	ASTM D-97	-48
Flash Point, °C	ASTM D-92	208
Density @ 15 ^{0}C kg/l	ASTM D-1298	0.850

4.2 Type 2- Automatic Transmission Fluid DEXRON VI

Automatic transmission fluid Dexron VI is full synthetic, a high-performance transmission fluid specially developed for all 2006 and beyond General Motors vehicles equipped with hydramatic automatic transmissions. It shall be formulated with full synthetic base stocks and advance additive technology to provide outstanding oxidation resistance, friction durability, wear protection, and shear stability.

The fluid shall exceed all passenger car and light truck manufacturer's warranty requirements for vehicles transmissions or power steering service where Dexron VI, Dexron III H, III, IIE and II type automatic transmission fluid is specified. It will also be recommended Ford Mercon LV, Allison C-4, JASO 1A, Honda Z-1, Hyundai/Kia SP-II/IIIIV, Toyota WS, T-III, T-IV, Mercedes Benz, Nissan Matic C/D/J/K/S fluids.
This should not be used in extended drain heavy duty diesel, Type F, CVT or DCT applications.

Typical Physical Characteristics:

Typical physical characteristics of automatic transmission fluid Dexron VI will be as stated in Table-2.

Table-2 Typical Physical Characteristics of Automatic Transmission Fluid Dexron VI

Test	Method	Results
Viscosity at 40°C, cSt	ASTM D-445	29.5
Viscosity at 100°C, cSt	ASTM D-445	5.92
Viscosity Index	ASTM D-2270	150
Appearance		Red
Brookfield Viscosity at -40 ^{0}C, cP	ASTM D-2983	11,000
Pour Point, ^{0}C	ASTM D-97	-51
Flash Point, °C	ASTM D-92	220
Density @ 15 ^{0}C kg/l	ASTM D-1298	0.829

4.3 Type 3- Synthetic Automatic Transmission Fluid Heavy Duty

Heavy duty synthetic automatic transmission fluid is formulated with premium synthetic base stocks, long-life friction modifiers, special anti-wear additives, shear stable viscosity modifiers, and other performance additives to provide high thermal protection and low temperature flow. It is designed to meet the demanding requirements of modern heavy duty automatic transmissions – conventional as well as hybrid models. It shall be specially designed for use in transmissions requiring Allison TES-295 and TES-468 specifications.

It is recommended for modern high-performance trucks, buses, utility vehicles, haulers, vans, and other equipment requiring Allision TES-295 and TES-468 or MB-Approval 236.91 performance levels.

Industry Specifications and OEM Approval:

Allison TES-295, and TES-468
Former Dexron-III applications
Voith DIWA Transmissions
Voith Turbo H55.633639
ZF TE-ML O4D/14C/16M/20C
MAN 339 Z3
ZF TE-ML 14A, 14B, 14C, 16L, 17C
Mercedes-Benz Sheet 236.91
Caterpillar AT-1

Typical Physical Characteristics:

Typical physical characteristics of heavy-duty synthetic automatic transmission fluid will be as stated in Table-3.

Table-3 Typical Physical Characteristics of Heavy Duty Synthetic Automatic Transmission Fluid

Test	Method	Results
Viscosity at 40°C, cSt	ASTM D-445	38.82
Viscosity at 100°C, cSt	ASTM D-445	7.59
Brookfield Viscosity @ -40^{0}C, cP	ASTM D-2983	8400
Viscosity Index	ASTM D-2270	168
Appearance		Red
Pour Point, °C	ASTM D-97	-54
Flash Point, °C	ASTM D-92	236
Density @ 15 ^{0}C kg/l	ASTM D-4052	0.850

4.4 Type 4- Automatic Transmission Fluid ULV

The Automatic Transmission Fluid ULV is formulated with full synthetic low viscosity base stocks and technologically advanced additives that provide oxidation and thermal stability, friction control, load-carrying ability, for corrosion and wear protection, anti-shudder durability, shift quality and low and high temperature operational characteristics to meet the performance requirement of the 9 and 10 speed transmission designs.

The Automatic Transmission Fluid ULV will meet the performance requirements of the following fluid applications

- Ford Mercon ULV – WSS-M2C949-A
- Mercedes Benz MB236.17
- GM Dexron ULV

Recommended for use in applications requiring Dexron ULV or Mecron ULV fluids such as

- Ford 10R60
- Ford 10R80
- GM 10L80
- GM 10L90

Typical Physical Characteristics:

Typical physical characteristics of automatic transmission fluid ULV will be as stated in Table-4.

Table-4 Typical Physical Characteristics
Automatic Transmission Fluid ULV

Test	Method	Results
Viscosity at 40°C, cSt	ASTM D-445	17.1
Viscosity at 100°C, cSt	ASTM D-445	4.25
Brookfield Viscosity @ -40^{0}C, cP	ASTM D-2983	4,750
Viscosity Index	ASTM D-2270	163
Appearance		Red
Pour Point, °C	ASTM D-97	-54
Flash Point, °C	ASTM D-92	220
Density @ 15 ^{0}C kg/l	ASTM D-4052	0.835

4.5 Type 5- Continuously Variable Transmission (CVT) Fluid

The Continuously Variable Transmission (CVT) Fluid is fully synthetic is designed for modern continuously variable transmissions (CVTs)which rely on high steel-on-steel friction between either a belt or chain and pulleys to transfer power.

Industry Specifications and OEM Approval:

Manufacturer	Specification
BMW	8322 0 136 376/8322 0 429 154 (EZL799/799A)
Daihatsu Ammix	CVTF-DC, CVTF-DFE
Dodge/Jeep	(NS-2/CVTF+4/Mopar CVT 4)
Ford	CVT23, CFT30, WSS-M2C933-A, Motorcraft XT-7-QCFT, MERCON C
General Motors	CVTF I-Green2, DEX-CVT
Honda/Acura	HMMF (without starting clutch), HCF-2
Hyundai/kia	SP-CVT 1, SP-III (CVT only)
Mazda	CVTF 3320
Marcedes Benz	236.20
Mitsubishi	CVTF-J1, CVTF-J4, SP-III (CVT only)
Nissan	NS-1, NS-2, NS-2V, NS-3, Nissan D-Matic (N-CVT only)
Shell	Green 1V
Subaru	(NS-2/Lineartronic CVTF, i-CVTF, K0425Y0710) e-CVTF, High Torque
Suzuki TC	NS-2, CVTF 3320, CVT Green 1, CVT Green 2, CVT Green 3)
Toyota	TC, FE
Volkswagen/Audi	TL 52180, G 052 180 A2, G 052 516 A2

Typical Physical Characteristics:

Typical physical characteristics of automatic transmission Continuously Variable Transmission (CVT) Fluid will be as stated in Table-5.

Table-5 Typical physical characteristics of automatic transmission Continuously Variable Transmission (CVT) Fluid

Test	Method	Results
Viscosity at 40°C, cSt	ASTM D-445	33.78
Viscosity at 100°C, cSt	ASTM D-445	7.22
Viscosity Index	ASTM D-2270	186
Appearance		Amber
Brookfield Viscosity at -40 ^{0}C, cP	ASTM D-2983	12,300
Pour Point, ^{0}C	ASTM D-97	-51
Flash Point, °C	ASTM D-92	200
Density @ 15 ^{0}C kg/l	ASTM D-1298	0.847

5. Packaging:

5.1 The oil shall be packed in cans or 55-gallon drums, or it shall be delivered by tank wagon as specified and in compliance with all Federal, State and City Environmental Regulations for storage, transportation, and disposal.

5.2 The labels must conform to all OSHA labeling standards and shall include health hazard data. Packaging should be in accordance with Federal and OSHA acceptable standards.

5.3 Shipping Containers shall be marked with the name of the product, this specification number, net contents, grade of the material, name of contractor, contract number or purchase order number, and commodity code number. Containers shall be following all Federal, State, and City Environmental Regulations.

5.4 Unless otherwise provided for, mixed lots varying in origin, brands or trademarks will not be accepted on any contract or purchase order.

6. Quality Assurance Provisions:

6.1 All tests outlined on Section 4 shall be conducted and a certification of compliance shall be provided. Any applicable method of test or examination may be employed if it is satisfactory to the Department of Citywide Administrative Services [DCAS] or satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services. The test reports shall be available to DCAS or the using agency for follow up.

6.2 If, upon delivery or any time thereafter, the product fails to meet any aspect of this specification, then the product will be picked up and replaced at no additional cost to the City of New York or its agencies.

APPENDIX

Note 1: In order that each request for contract or purchase order quotations will result in fair competition and delivery of the Automatic Transmission Fluid required; the requisition must contain the following information:

(A) **Name of Commodity** – Lubricant: Oil, Automatic Transmission Fluid

(B) **Specification Number** – 30-AT-01:26

(C) **Kind** – Automatic Transmission Fluid Type 1, Automatic Transmission Fluid Type 2, Automatic Transmission Fluid Type 3, Automatic Transmission Fluid Type 4. and Automatic Transmission Fluid Type 5

(D) **Size of Container** – State whether cans, drums, or delivery by tank wagon

(E) **Quantity** – State number of gallons at 60^0F/15°C.

(F) **Delivery** – State 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, then a sample consisting of no less than one gallon of each type shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor
New York, NY 10007.

SPECIFICATION FOR OIL, LUBRICATING, GEAR

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 invitation to bid.

1. Intent:

This specification covers the "Synthetic Gear Oil" designed for use in heavy-duty drivetrains that requires gear lubricants with relatively high viscosity and excellent load-carrying capability and also where extreme pressures and shocking loading may be the factors.

2. Kind:

The gear oil will be multi-grade and shall be manufactured from synthesized hydrocarbon base fluids.

3. Requirements:

3.1 The gear oils shall be formulated with virgin synthetic base oils, re-refined base stock of same quality, or combination thereof. They shall incorporate additives which are designated to bring the base stock(s) in compliance with the product's required performance characteristics.

3.1 The gear oil shall meet and exceed the requirements for MIL-PRF-2105E, API Service Categories GL-5, and MT-1.

3.2 The gear oil shall meet the low and high temperature requirements of the SAE Lubricant Viscosity Classification J-306 and SAE Gear Oil Standard J-2360

3.4 The gear oil shall meet or exceed the following industry and builder specification:

- Dana – SHAES 256 Rev C (75W-90)
- Dana – SHAES 429 Rev A (80W-140)
- Eaton Axle Div. PS-037/163/109
- Mack GO-H/S, GO-J Plus (SAE 75W-90 Only),
- Mack GO-J (SAE 80W-140 Only)
- Arvin Meritor 0-76 E&N, 0-76-B & O-80
- International TMS-6816
- Daimler Chrysler MB235.6 (SAE 75W-90 Only)
- Daewoo avia Transmission, Eaton (SAE 80W-140 Only)

3.5 NYC requires the use of a single manufacturer's brand of gear oil to avoid the inherent risks of incompatibility among the different manufacturer's oil products. In the event of more than one brand is being supplied within the duration of the contract, the supplier must notify the OCP/DCAS in advance of delivery for approval.

4. Applicable Documents:

ASTM Designation: D7450-24 or latest revision- Standard Specification for Performance of Rear Axle Gear Lubricants Intended for API Category GL-5 Service.

API (American Petroleum Institute): Latest revision of Gear Oil Program.

SAE (Society of Automotive Engineers): Lubricant Viscosity Classification SAE J306 and Gear Oil Standard SAE J2360.

5. Applications:

The gear oils shall be formulated for use in universal duty hypoid or spiral bevel-gear truck differentials of over-the-road truck fleets, as well as in off-road vehicle axles.

6. Typical Physical Characteristics:

The typical physical characteristics of synthetic high performance gear oils will be as stated in Table-1.

TABLE-1 Physical Characteristics of Synthetic Gear oils

Properties	Test Method ASTM	Test Results	
		75W-90	80W-140
Density at 15^{0}C	D4052	0.903	0.912
Flash Point, ^{0}C	D92	204	201
Pour Point, ^{0}C	D97	-48	-40
Kinematic Visc. cSt., @40^{0}C	D445	126	271
Kinematic Visc. cSt., @100^{0}C	D445	17.3	30.5
Brookfield Viscosity Cp @-18 ^{0}C	D2983	7,125	20,500
Brookfield Viscosity Cp @-26 ^{0}C	D2983		75,000
Brookfield Viscosity Cp @-40 ^{0}C	D2983	145,000	
Viscosity Index	D2270	151	152
Timken, OK Load	D2509	50	85
FZG (A/8.3/90) Pass Load Stage	D5182	12	12

7. Packing:

7.1 All packing shall be in accordance with the best commercial practice.

7.2 The Gear Oil shall be packed in 5-gallon containers, 55-gallon drums, or delivered in tank wagons equipped with meters.

7.3 The deliveries shall be made in compliance with all Federal, State, and City Environmental Regulations for storage, transportation, and disposal.

7.3 Packing shall be as specified in the bid/purchase order.

8. Identification:

8.1. In addition to the labeling requirements of applicable Federal, State and Local authorities, cans and drums shall be marked with the name of the material, the N.Y.C. Specification number, the net contents, the name of contractor, and the name of the contract or purchase order.

8.2. With tank wagon deliveries, there shall be furnished the specified number of delivery tickets marked with the name, N.Y.C. specification number, class, type, grade of the material, number of gallons delivered, name of the contractor, and the number of

the contract or purchase order.

APPENDIX

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

(A) **Name of Commodity** - Oil, Lubricating, Gear

(B) **Specification Number** - #30-G-01:26

(C) **Type** - SAE 75W-90 and 80W-140, Synthetic Gear Oil

(D) **Size of Container** - Stated whether Cans, Drums, delivery by Tank wagon.

(E) **Quantity** - Number of gallons

(F) **Delivery** - State 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, then a sample consisting of no less than one gallon shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor.
New York, NY 10007

SPECIFICATION FOR GREASE MULTIPURPOSE

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 invitation to bid.

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1. Intent:

This specification covers multipurpose grease for lubrication of chassis systems, wheel bearings of passenger cars, trucks, and other vehicles and also for other industrial uses.

2. Grades:

2.1 The multipurpose grease shall be of the four types as follows and shall be as specified.

Type A - Grease, Multipurpose.

This grade is used to meet the performance requirement for chassis grease, wheel bearing grease, universal joint grease and other automotive uses.

Type B - Grease, Multipurpose with Molybdenum Disulfide.

This should have a minimum requirement of 3% Molybdenum Disulfide to provide additional wear prevention and friction reducing qualities.

Type C - Grease, Multipurpose, Extreme-Pressure. This is a high performance, extreme pressure capability grease, with an excellent resistance to heat.

Type D - Grease, Multipurpose, Synthetic Base. This grade of supreme performance and is used for a wide variety of applications at extreme temperatures. The combination of the complex grease thickener with synthetic base fluids performs well under severe operating conditions and provides excellent

mechanical stability, high dropping point, excellent low temperature pump ability and very low starting and running torque.

Type E – Grease, Multipurpose, Calcium Sulfonate Thickeners. It has high-viscosity base fluid and performs effectively in severe conditions such as heat, moisture and heavy loads. It has molybdenum disulfide for retention of EP performance and equipment protection in severe sliding situation for heavily loaded applications or environments highly contaminated with water. It is applicable to Heavy-duty trucks including Chassis, Spring Saddles, Kingpins, Tie-rods, U-joints, hinge and bucket pins and fifth wheels. The EP properties derived from calcium thickener also have inherently better thermal stability than those from conventional sulfur/phosphorous EP additives. Calcium sulfonate grease and lithium complex both have the advantage of being compatible with each other.

3. Requirement:

3.1.1 Composition: - The grease shall be a smooth homogeneous mixture of a well-refined mineral oil or synthetic fluid, and a base of Lithium/Lithium-Complex soap or calcium sulfonate thickener.

3.1.2 Condition in Container: - The grease as received shall be a smooth homogeneous mixture. There shall be no corrosion of the container.

3.1.3 Odor: - The odor of the grease shall not be obnoxious, objectionable, or artificially scented to cover up rancid fats and disagreeably smelling oils.

3.1.4 Resistance to Water (Water test only)**:-** When tested for its resistance to the solvent action of water, the multipurpose grease shall not disintegrate.

3.1.5 Rust Prevention: - When tested for its rust prevention properties, the test material shall have a pass rating, shall be no red rust or black spots on the material.

3.1.6 Storage Stability: - The change in worked penetration in the grease shall not exceed 5 strokes when tested for a period of 30 days.

3.1.7 Consistency: - The consistency of tested samples shall be the same for all formulations of the grease.

4. **Physical Characteristics**: The typical physical characteristics of the greases will be as stated in Table 1:

TABLE 1: THE TYPICAL PHYSICAL CHARACTERISTICS OF MULTIPURPOSE GREASES

Tests	Test Method ASTM	Type A	Type B	Type C	Type D	Type E
NLGI Grade	D 217	2	1-2	2	2	2
Thickener Type	D 128	Lithium	Lithium Complex	Lithium Complex	Lithium Complex	Calcium Sulfonate
Dropping Point, °C, Min	D 2265	180	232	260	280	280
Worked Penetration, 25°C/60 Strokes	D 217	265-295	280-325	265-295	265-295	Min.265
Water Washout % wt. loss @79^{0}C Max	D 1264	3.5	3	3	3	1
Timken OK Loads, lbs., Min.	D 2509	45	50	40	40	60
Copper Strip Corrosion @100^{0}C, Min.	D 4048	1b	1b	1b	1a	1a
Oxidation Stability, Pressure Drop @100 hrs. psi,	D942	5	3.5	3.5	3.5	
Base oil Viscosity, Kin, cSt. @40°C @100°C	D445	180-235 15.0-15.6	320-345 24.5-32.0	150-220 13.2-18.3	198-242 21.4-26.2	198-242
Temperature Range		-30°C to +130°C	-30°C to +162°C	-18°C to +204°C	-40°C to 150°C	
Molybdenum Disulfide%, Min.	D 128		3		0.75	3
Four-Ball Wear, mm,1 hr,75°C, 1200 rpm, 40 kgf, Max	D 2266		0.4	0.5	0.5	0.38
Four-Ball EP, Weld Load,kgf,	D 2596		400	250	315	500
Water Spray Resistance, mass%	D4049					20

5. **Preparation for Delivery**:

5.1 Packing: The grease shall be packed in small cans, 35 lb pails, 120 or 400 lb. drum as specified.

5.2 Marking: Individual container shall be plainly marked with:

1. Grease, Multipurpose or
   Grease, Multipurpose with Molybdenum Disulfide or
   Grease, Multipurpose, Extreme Pressure, High Temperature Resistance or
   Grease, Multipurpose, Synthetic Base
   Grease, Multipurpose, Calcium Sulfonate
2. Color
3. Net Contents
4. Chemical Abstract Services Number for all chemicals
5. Name of Manufacturer, Vendor or Packer.
6. Date of Manufacture or Code indicating date of manufacture, batch number and storage stability data (change in work penetration and pressure)
7. Recommendations for use
8. Directions for use

5.3 Precautionary Markings: - Precautionary marking shall include all applicable health hazard data.

5.4 Unless otherwise specified, mixed lots of varying origin, brands or trademarks will not be accepted on any contract or purchase order.

APPENDIX

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

(A) **Name of Commodity** -- Multipurpose Grease

(B) **Specification Number** -- 30-G-6:26

(C) **Type** – Type A, Type B, Type C, Type D, Type E

(D) **Size of Container** – Tubes, Cans, Pails, Drums

(E) **Quantity** -- State Number of pounds.

(F) **Delivery** – State 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, a sample consisting of not less than one pound of each type shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor
New York, NY 10007.

SPECIFICATION FOR
OIL, LUBRICATING, COMPRESSION - IGNITION, INTERNAL COMBUSTION ENGINE

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 invitation to bid.

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1. Intent:

This specification covers the motor crankcase oils for use in the compression-ignition type internal combustion engines.

2. Kind:

2.1 Diesel Engine Oils:

2.1.1 Engine oils are of fully synthetic, multi grade, and are suitable for automotive (including off-road application) diesel and heavy gasoline engines. The engine oils are of API CK-4 heavy duty for on-highway, off- highway and Tier 4 non-road exhaust emission standard applications including 2017 greenhouse gas (GHG 17) complaint diesel engines with lower CO_2 emissions and in addition to EPA 2010 complaint low emission diesel engines with selective Catalytic Reduction (SCR), Diesel Particulate Reduction (DPF) and Exhaust Gas Recirculation (EGR) systems.

2.1.2 Engine Oils shall comply with EPA Greenhouse Gas Emissions Standards for Heavy Duty Vehicles- Phase 3, that sets stronger standards to reduce greenhouse emissions from Heavy Duty (HD)vehicles beginning in Model Years (MY) 2027

3. Applicable Documents:

ASTM Designation: D4485-24 or latest revision-Standard Specification for Performance of Active API Service Category Engine Oils.

API (American Petroleum Institute): Latest revision of Engine Oil Program.

SAE (Society of Automotive Engineers): Standards for Motor Oils.

ILSAC (International Lubricants Standardization and Approved Committee): Latest Performance Standard.

ACC (American Chemistry Council): Petroleum Additives Panel Product Approval Code of Practice.

4. General Requirements:

4.1 The materials of the engine oil shall be derived from virgin fully synthetic base, follow the API1509 Guidelines, Appendix F – API Guidelines for SAE Viscosity – Grade Engine Testing.

4.2 Engine oil viscosity grade shall conform to the latest applicable SAE J300.

4.3 All delivered product shall conform to the latest API/ILSAC requirement revisions.

4.4 ACC Code and ASTM Multiple Test Evaluation Procedure testing practices shall be followed.

4.5 Engine oil offered must comply with the latest applicable OEM requirements and recommendations.

4.6 Engine oil offered must be licensed and approved to the latest applicable API Service Classification. displaying the marks to meet Performance Requirements set by U.S. and International Vehicle, Engine Manufacturers, and the Lubricant Industry.

5. Types of Oil:

5.1 Diesel Engine Oils: Diesel engine oils offered shall be multi-grade oil, suitable for automotive (including off-road application) diesel engines.

Engine oil must have features of “Low-SAPS (Sulfated ash, Phosphorous and Sulfur)” additive technology for increased compatibility with latest exhaust emission control systems.

6 Typical Physical Characteristics:

6.1 The typical physical characteristics of full synthetic high performance diesel engine oils will be as stated in Table-1.

TABLE-1, TYPICAL PHYSICAL CHARACTERISTICS OF FULLY SYNTHETIC DIESEL ENGINE OILS

Properties	Test Method ASTM	5W-30	5W-40	5W-50	10W-30	15W-40
API Service Classification		CK-4, CJ-4, CI-4Plus CI-4, CH-4 SN	CK-4 CJ-4 CI-4 Plus, CI-4, CH-4 SN	CK-4 CJ-4, CI-4 Plus, CI-4, CH-4 SN,	CK-4, CJ-4, CI—4 Plus CI-4 CH-4 SN	CK-4 CJ-4, CI-4 Plus, CI-4, CH-4, SN/SP
Density, 15^{0}C kg/l	D4052	0.851	0.850	0.850	0.869	0.875
Pour Point ^{0}C	D97	-42	-48	-42	-42	-33
Flash Point ^{0}C	D92	241	230	232	223	230
Viscosity, Cst. @ 40 ^{0}C	D445	73	90.0	104.3	76.0	110
@ 100 ^{0}C		12.0	14.6	17.1	11.6	14.4
Cold Crank Simulator, ^{0}C/mPa.s	D5293	6,430 @-30^{0}C	6,500 @-30 ^{0}C	6,500 @-25 ^{0}C	6,500 @-25^{0}C	6,400 @ -20^{0}C
HT/HS @ 150^{0}C	D4683	3.6	3.8	3.8	3.6	4.0
Viscosity Index	D2270	161	169	180	146	133
Sulfated Ash, wt.%	D874	1.00	1.00	1. 00	1.00	1.00
Total Base Number, mg KOH/g	D2896	11.0	10.2	10.5	10.3	10.0
Calcium	D5185	0.150	0.150	0.150	0.150	0.170
Magnesium	D5185					0.070
Phosphorous wt.%	D5185	0.070	0.080	0. 080	0. 080	0.110
Zinc wt. %	D4951	0.088	0. 088	0.088	0.088	0.100

7. Packaging

7.1 The packaging shall be in accordance with the best commercial practice.

7.2 Packing shall be as specified.

7.3. All offered products shall carry the "API Service Symbol" (referred to in the trade the API Donut) on its container (when so packaged) and the certification mark (starburst symbol). The symbols shall also be similarly identified (API SERVICE _/_) on its delivery and invoice documentation.

7.4 The oil shall be furnished in 1-quarter containers, 1-gallon containers, 5-gallon cans or 55-gallon drums or it shall be delivered by tank wagon as specified and in compliance with all Federal, State, and City Environmental Regulations for storage, transportation, and disposal.

7.5 The labels must conform to all OSHA labeling standards and shall include health hazard data. Packaging should be in accordance with Federal and OSHA acceptable standards.

8. Identification:

8.1. Containers and drums shall be marked with the name of material, the N.Y.C. Specification number, class, type, grade of the material, the net contents, the name of contractor, and the name of the contract or purchase order.

8.2. With tank wagon deliveries, there shall be furnished the specified number of delivery tickets marked with the name, N.Y.C. specification number, class, type, grade of the material, number of gallons delivered, name of the contractor, and the number of the contract or purchase order.

8.3. Unless otherwise provide for, mixed lots varying in origin, brands, or trademarks will not be accepted on any contract or purchase orders.

8.4. Shipping containers shall be marked with the name of the product, this specification number or purchase order number, commodity code number and API Classification and in compliance with all Federal, State and City Environmental Regulations.

8.5. Individual containers shall be marked with the name of the product, the contents and API Service Symbol which identifies the oil's viscosity grade, service category, and energy conserving capabilities.

9. Certification:

9.1. The bidder shall submit, when requested, the API Certification document of the product.

10. Liquidated Damages:

10.1 In the event the vendor delivers engine oil that does not meet the specifications, it shall be the responsibility of the vendor pumping out the engine oil from tank or replacement of engine oil at their own expense.

APPENDIX

Note 1: In order that each request for contract or purchase order quotations will result in fair competition and delivery of the Lubricating Engine Oil required; the requisition must contain the following information:

(A) **Name of Commodity** – OIL, LUBRICATING, INTERNAL, COMPRESSION IGNITION COMBUSTION ENGINE

(B) **Specification Number** - #30-O-1:26

(C) **Type** – Fully Synthetic Diesel Engine Oil- Multi-grade- 5W-30, 5W-40, 5W-50, 10W-30, 15W-40

(D) **Size of Container** – Stated whether Containers, Drums, delivery by Tank Wagon.

(E) **Quantity** – Number of gallons

(F) **Delivery** – State 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, then a sample consisting of no less than one gallon shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor.
New York, NY 10007

SPECIFICATION FOR LUBRICANT: OILS, HYDRAULIC

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 invitation to bid.

---

1. INTENT:

This specification covers the "Hydraulic Oils" with rust and oxidation inhibitor, and anti-wear characteristics designed to meet the requirement of most fluid power system lubrication.

2. Kind:

a) **HM Hydraulic oils:** Hydraulic Oils with anti-foaming, anti-corrosion, anti-rust, and anti-wear performance.

b) **HV Hydraulic Oils:** Hydraulic Oils with anti-foaming, anti-corrosion, anti-rust, and anti-wear performance having high viscosity Index used for hydraulic circuits subject to strong temperature variation as well as load constraints and very high pressure.

c) **Zinc Free Hydraulic Oils:** High pressure ashless Anti-wear lubricants blended using selected highly refined high-quality mineral oils, combined with a non-zinc, ashless additive system. The non-zinc, ashless anti-wear additive is non-corrosive to silver and yellow metal alloys components of hydraulic systems.

d) **Fire Resistant Hydraulic Fluid:** It is fire resistant hydraulic oil of the type HFDU. It shall not contain water, mineral oil, or phosphate ester, and based on high quality, synthetic, organic esters optimized additive packages to achieve excellent hydraulic performance.

e) **Bio-hydraulic Oils:** Ecofriendly, biodegradable alternative to traditional petroleum-based hydraulic fluids, which are

formulated from Vegetable oils (HETG), deal for applications where the risk of water or soil contamination is high and Synthetic Esters (HEES)for superior thermal and oxidation stability for high-pressure and severe-duty system. It shall meet EPA Vessel General Permit (VGP) requirements of Environmentally Acceptable Lubricants (EAL).

3. Classification:

The hydraulic oils shall be of the following grades:

Type 1- These oils are light to medium grade oil, similar to the characteristics of ISO (International Organization for Standardization) Grades 32, 46 and 68.

Type 2- This is heavy grade oil similar to the ISO Grade 100

These hydraulic oils are applicable to the following systems:

Pump Type	Hydraulic Oils
Vane, Gear and Axial Piston Pumps	ISO 32, ISO 46, ISO 68
Oil Gear Pumps requiring heavy oil	ISO 100

4. Applicable Documents:

- ISO (International Organization for Standardization)-ISO 32, ISO 46, ISO 68, and ISO 100.
- ASTM Designation D6158-23 or latest revision: Standard specification for Mineral Hydraulic Oils.
- ASTM Designation D2422-24 or latest revision: Standard Classification of Industrial Fluid Lubricants by Viscosity System.

5. Requirements: HM Hydraulic oils:

5.1 These hydraulic oils shall be formulated from virgin petroleum base stock, re-refined petroleum base stock, or combination thereof with the latest zinc additive technology to provide outstanding anti-wear and thermal stability performance.

5.2 The HM hydraulic oils shall meet or exceed the specification requirement of:

- Eaton Brochure 694 (35VQ25A)
- Cincinnati Machine P-68(ISO 32), P-70(ISO 46, P-69 (ISO 68)
- Denison (Parker Hannifin) HF-0, HF-1, HF-2 (ISO 32, 46, 68)
- ANSI/AGMA 9005-FI6 R&O, (ISO 32, 46, 68, 100)

- US Steel (AIST) 126, 127 (ISO 32, 46, 68)
- DIN 51524-2 Part-2 HLP

5.3 Physical Characteristics:

The typical physical characteristics of HM hydraulic oils shall be as stated in Table-1:

TABLE -1: Typical Physical Characteristics of HM Hydraulic Oils

Properties	Test Method ASTM	Test Limits			
		Type 1			Type 2
		ISO 32	ISO 46	ISO 68	ISO 100
Viscosity @40^{0}C, cSt.	D445	30.4-33.60	43.7-48.3	64.6-71.4	95.0-105.0
Viscosity Index, Min.	D2270	99	98	98	95
Flash Point, COC, ^{0}C, Min.	D92	200	205	235	250
Pour Point, ^{0}C, Max.	D97	-24	-24	-18	-15
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a	1a
Oxidation Stability, TOST Hours to 2.0 mg KOH/g TAN, Min.	D943	3000	3000	3000	3000
Color, Max.	D1500	1.5	1.5	2.0	4.0
Neutralization Number, mg. KOH/g, Max.	D664	0.8	0.8	0.8	0.8
Foaming Characteristics, Max. Sequence 1 Tendency/Stability, ml, @24^{0}C Sequence 2 Tendency/Stability, ml, @93.5^{0}C Sequence 3 Tendency/Stability, after test @93.5^{0}C, ml, @ 24.^{0}C	D892	20/Nil 15/Nil 20/Nil	20/Nil 15/Nil 20/Nil	30/Nil 20/Nil 30/Nil	30/Nil 20/Nil 40/Nil
Water Separability Minutes to 40-40-0 @54^{0}C, Max.	D1401	20	20	20	25
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass	Pass
Zinc Content, %wt. Min.	D4951	0.04	0.04	0.04	0.04

6. Requirements: HV Hydraulic Oils:

6.1 These hydraulic oils shall be formulated from synthetic base stock with the latest zinc additive technology to provide outstanding anti-wear and thermal stability performance for use in hydraulic system where the equipment will be subject to a wide range of start-up and operating temperatures.

6.2 The HV hydraulic oils shall meet or exceed the specification requirement of:

- Eaton 35VQ25A-1-286-S, M-2950-S,
- Bosch-Rexroth RD/RE 90220, 90221 Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46) P-69 (ISO 68)
- Denison (Parker Hannifin) HF-0, HF-1, HF-2 (ISO 32, 46, 68)
- ANSI/AGMA 9005-FI6 R&O, (ISO 32, 46, 68, 100)
- US Steel (AIST) 126, 127 (ISO 32, 46, 68)
- DIN 51524-2 HLP, 51524-3 HVLP

6.3 Physical Characteristics:

The physical characteristics of HV hydraulic oils shall be as stated in Table-2:

TABLE -2: Typical Physical Characteristics of HV Hydraulic Oils

Properties	Test Method ASTM	Test Limits		
		ISO 32	ISO 46	ISO 68
Viscosity @40^{0}C, cSt.	D445	32.0	46.0	68.0
Viscosity @100^{0}C, cSt.	D445	6.28	8.15	10.9
Viscosity Index	D2270	151	152	151
Brookfield Viscosity, Cp @-20^{0}C	D2983	1090	1870	3990
Flash Point, COC, ^{0}C, Min.	D92	208	216	222
Pour Point, ^{0}C, Max.	D97	-48	-48	-42
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a
Oxidation Stability, TOST Hours to 2.0 mg KOH/g TAN,Min.	D943	5000	5000	5000
FZG Gear Test, Fail Load Stage DIN 51354		11	$\geq$ 12	$\geq$ 12
Foam Sequence I, II, III, ml	D892	20/0	20/0	20/0
Water Separability Minutes to <3ml @54^{0}C,	D1401	10	10	10
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass
Zinc Content, %wt. Min.	D4951	0.04	0.04	0.04

7. Requirements: Zinc Free Hydraulic Oils:

7.1 These are high pressure ashless Anti-wear hydraulic oils, which are blends of high-quality mineral base stock and a non-zinc ashless additive system.

7.2 The Zinc Free hydraulic oils shall meet or exceed the specification requirement of:

- DIN 51524 Pt 2 (HLP)
- Cincinnati Lamb – P-68 (ISO 32), P-69 (ISO 68), P-70 (ISO 46)
- Parker Denison HF-0

7.3 <u>Physical Characteristics:</u>

The physical characteristics of Zinc Free hydraulic oils shall be as stated in Table-3:

TABLE -3: Typical Physical Characteristics of Zinc Free Hydraulic Oils

Properties	Test Method ASTM	Test Limits		
		ISO 32	ISO 46	ISO 68
Viscosity @40^{0}C, cSt.	D445	32.50	47.00	68.00
Viscosity @100^{0}C, cSt.	D445	5.42	6.77	8.60
Viscosity Index	D2270	100	97	97
Flash Point, COC, ^{0}C, min.	D92	215	235	248
Pour Point, ^{0}C, Max.	D97	-15	-15	-12
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a
FZG Gear Test, Fail Load Stage DIN 51354		11	$\geq$ 12	$\geq$ 12
Foam Sequence I, II, II1, ml	D892	10/0 5/0 5/0	10/0 10/0 20/0	10/0 10/0 15/0
Water Separability Minutes to <3ml @54^{0}C,	D2711	6 (54^{0}C)	9 (54^{0}C)	10 (54^{0}C)
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass
Air release @50^{0}C, mins	D3427	4	6	8
TBN, mg KOH/g	D974	0.25	0.26	0.28

8. Requirements: Fire Resistant Hydraulic Fluid:

8.1 Fire Resistant- High ignition temperature and low heat release properties that limit the spread of fire.

8.2 Possess excellent shear stability

8.3 No-toxic/nontoxic to aquatic life

8.3 Shall be fully biodegradable

8.4 <u>Physical Characteristics:</u>

The physical characteristics of fire-resistant hydraulic oils shall be as stated in Table-4:

TABLE -4: Typical Physical Characteristics of Fire-Resistant Hydraulic Oils

Properties	**Test Method ASTM/ISO/DIN**	**Test Limits**
Appearance		Yellow Amber
Viscosity @40^{0}C, cSt.	D445	49.7
Viscosity @100^{0}C, cSt.	D445	9.7
Viscosity Index	D2270	185
Flash Point, COC, ^{0}C	D92	300
Fire Point, COC, ^{0}C	D92	362
Auto Ignition Temperature ^{0}C	DIN 51794	>400
Pour Point, ^{0}C, Max.	D97	<-20
Density @ 15 ^{0}C	D1298	0.919
Gear Lubrication (FZG), load stage	DIN 51354-2	<12
Foam Test @25 ^{0}C, ml Sequence 1	D892	50-0
Water Separability ml-ml-ml (min)	D1401	41-39-0 (30)
Corrosion protection: Steel and non-ferrous metals Steel: distilled water	ISO 4404-2 D665A	Pass Pass
Air release, minutes	D3427	7
Elastomer combability	ISO 6072	Pass
Shear Stability, %	D2603	<1
Acid Number, mg KOH/g	D974	2.0
Vane Pump, Vickers 104C (100 hrs. at 140 bar), mg	D2882	<5

9. Bio-hydraulic Oil:

9.1 Ecofriendly, biodegradable alternative to traditional petroleum-based hydraulic fluids, which are formulated from Vegetable oils (HETG), ideal for applications where the risk of water or soil contamination is high and Synthetic Esters (HEES)for superior thermal and oxidation stability for high-pressure and severe-duty systems.

9.2 Requirements: Bio-hydraulic Oils

It shall meet EPA Vessel General Permit (VGP) requirements of Environmentally Acceptable Lubricants (EAL).

9.3 <u>Physical Characteristics:</u>

The physical characteristics of Bio-hydraulic oils shall be as stated in Table-5:

TABLE -5: Typical Physical Characteristics of Bio-Hydraulic Oils

Properties	Test Method	32	46	68
Base Stock		HEES	HEES	HEES
Density @15°C	ASTM D4052	0.8223	O.8226	0.8262
Viscosity cSt. @40°C @100°C	ASTM D445	 31.8 6.5	 46 8.52	 68 12.0
Viscosity Index	ASTM D2770	164	165	175
Flash Point °C	ASTM D92	235	252	237
Pour Point °C	ASTM D97	-46	-35	-41
Brookfield Viscosity cP @-20°C cP @-30°C	ASTM D2983	 1020 2410	 1430 4730	 2330 7250
Air Release @50°C	ASTM D3427	2.95	2.18	6.38
Copper Corrosion 3hr. @ 100°C	ASTM D130	1a	1a	1a
Rust Test, Procedure A & B	ASTM D665	Pass	Pass	Pass
Oxidation Stability	ASTM D943	>10,000	>10,000	>10,000
FZG (A/8.3/90)	DIN 5182	12	12	12
Biodegradability % in 28 days	OECD 301B	>60	>60	>60
Ecotoxicity Algae, 72 h, EC-50, mg/L Daphnia magna, 48 h, EC-50, mg/L Fathead minnow, 96 h, LC-50, mg/L	 OECD 201 OECD 202 OECD 203	 >100 >100 >100	 >100 >100 >100	 >100 >100 >100

10. Packaging:

10.1 The oil shall be packed in cans or 55-gallon drums or it shall be delivered by tank wagon as specified and in compliance with all Federal, State and City Environmental Regulations for storage, transportation, and disposal.

10.2 The labels must conform to all OSHA labeling standards and shall include health hazard data. Packaging should be in accordance with Federal and OSHA acceptable standards.

10.3 Shipping Containers shall be marked with the name of the product, this specification number, net contents, grade of the material, name of contractor, contract number or purchase order number, and commodity code number. Containers shall be in compliance with all Federal, State, and City Environmental Regulations.

10.4 Unless otherwise provided for, mixed lots varying in origin, brands, or trademarks will not be accepted on any contract or purchase order.

11. Liquidated Damages:

11.1 In the event the vendor delivers hydraulic oil that does not meet the specifications, it shall be the responsibility of the vendor pumping out the hydraulic oil from tank or replacement of hydraulic oil at their own expense.

12. Quality Assurance Provisions:

12.1 All tests outlined on Section 5,6,7,8 and 9 shall be conducted and certification of compliance shall be provided. Any applicable method of test or examination may be employed if it is satisfactory to the Department of Citywide Administrative Services [DCAS] or satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services. The test reports shall be available to DCAS or the using agency for follow up.

APPENDIX

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

(A) **Name of Commodity** – Lubricant: Oils, Hydraulic

(B) **Specification Number** – 30-O-31:26

(C) **Kind** – HM Hydraulic Oils, HV Hydraulic Oils, Zinc Free Hydraulic Oils, Fire-Resistant Hydraulic Fluid and Bio-hydraulic Oils.

(D) **Size of Container** – State whether cans, drums, or delivery by tank wagon

(E) **Quantity** – State number of gallons

(F) **Delivery** – State 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, then a sample consisting of no less than one gallon of each type shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor
New York, NY 10007.

SPECIFICATION FOR
OIL, LUBRICATING, INTERNAL, COMBUSTION ENGINE

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 invitation to bid.

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1. Intent:

This specification covers the motor crankcase oils for use in the spark-ignition.

2. Kind:

2.1 Gasoline Engine Oils:

2.1.1 Full Synthetic Engine Oils for gasoline powered high performance turbocharged, supercharged, multivalve fuel injected engines of passenger cars, SUVs, and light trucks. Engine oils meet or exceed the API SN, SN PLUS, SP, SQ and ILSAC GF-6A, GF-7A, GF-7B for 5W-20, 5W-30, and 10W-30, which will combat low-speed pre-ignition (LSPI) issues in Turbocharged Gasoline Direct Injection (TGDI) engines and Gasoline Direct Injection (GDI)engines. These engine oils will meet the requirement of latest hybrid and fuel conserving vehicles as per OEM’s recommendation and will provide protection to engines operating on ethanol containing fuels up to E85.

2.1.2 Synthetic Engine Oils for gasoline engines are blends of conventional base stock and synthetic oil meeting the API series categories SN, SM, SL, SJ and ILSAC GF-5. Synthetic Motor oils are used in Passenger cars, SUV’s, light vans and trucks including high performance turbo-charged engines according to OEM’s requirements.

2.1.3 Engine oils meet API service category SN and ILSAC GF-6A, GF-7A can be used for all gasoline and have converted to operate, CNG, LNG and LPG engines, including API service category SN.

3. **Applicable Documents**:

ASTM Designation: D4485-24 or latest revision–Standard Specification for Performance of Active API Service Category Engine Oils.

API (American Petroleum Institute): Latest revision of Engine Oil Program.

SAE (Society of Automotive Engineers): Standards for Motor Oils.

ILSAC (International Lubricants Standardization and Approved Committee): Latest Performance Standard.

ACC (American Chemistry Council): Petroleum Additives Panel Product Approval Code of Practice.

4. **General Requirements**:

4.1 The materials of the engine oil shall be derived from virgin fully synthetic base, synthetic base, re-refined thereof and follow the API1509 Guidelines, Appendix F – API Guidelines for SAE Viscosity – Grade Engine Testing.

4.2 Engine oil viscosity grade shall conform to the latest applicable SAE J300.

4.3 Gasoline engine oil energy conserving classification shall conform to the latest applicable SAE J1423.

4.4 All delivered product shall conform to the latest API/ILSAC requirement revisions.

4.5 ACC Code and ASTM Multiple Test Evaluation Procedure testing practices shall be followed.

4.6 Engine oil offered must comply with the latest applicable OEM requirements and recommendations.

4.7 Engine oil offered must be licensed and approved to the latest applicable API Service Classification displaying the marks to meet Performance Requirements set by U.S. and International Vehicle, Engine Manufacturers, and the Lubricant Industry.

5. Types of Oil:

- **5.1** Gasoline Engine Oils (Fully Synthetic and Synthetic as applicable): Gasoline engine oil offered must be energy conserving, multi-grade, non-Newtonian oil, suitable for automotive spark ignition gasoline and have converted to CNG, LNG and LPG engines.

Typical Physical Characteristics:

6.1.1 The typical physical characteristics of full synthetic high-performance gasoline engine oils will be as stated in Table-1.

TABLE-1, PHYSICAL CHARACTERISTICS OF FULLY SYNTHETIC GASOLINE ENGINE OILS

Properties	Test Method ASTM	5W-20	5W-30	10W-30
ILSAC Performance Standard		GF-6A GF-7A GF-7B	GF-6A GF-7A GF-7B	GF-6A GF-7A GF-7B
API Service Classification		SN, SN Plus, SQ/SP	SN, SN Plus SQ/SP	SN SN Plus SQ/SP
Sp. Gr. @ 60/60^{0}F	D4052	0.850	0.856	0.860
Pour Point ^{0}C	D5950 D97	-40	-39	-38
Flash Point ^{0}C	D92	220	235	239
Viscosity, Cst. @ 40 ^{0}C	D445	47.0	61.5	64.4
@ 100 ^{0}C		8.5	10.5	10.5
Viscosity Index	D2270	160	161	154
Cold Crank Simulator, cP.	D5293	4,780 @-35^{0}C	4,000 @-30^{0}C	3,700 @-25^{0}C
HTHS Viscosity @150^{0}C, Cp.	D4683	2.7	2.9	3.0
Sulfated Ash, wt.%	D874	0.9	0.9	0.9
Phosphorous wt. %	D4951	0.070	0.070	0.070
Zinc wt. %	D4951	0.085	0.085	0.085

6.1.2 The typical physical characteristics of high-quality gasoline engine oils, blend of synthetic and conventional base oils with high-performance additives will be as stated in Table-2.

TABLE-2 PHYSICAL CHARACTERISTICS OF SYNTHETIC GASOLINE ENGINE OILS

Properties	Test Method ASTM	5W-20	5W-30	10W-30
ILSAC Performance Standard		GF-5	GF-5	GF-5
API Service Classification		SN	SN	SN
Sp. Gr. @ 60/60^{0}F	D4052	0.860	0.861	0.869
Pour Point ^{0}C	D97	-36	-36	-36
Flash Point ^{0}C	D92	234	212	252
Viscosity, cSt. @ 40 ^{0}C	D445	47.9	63.95	68.8
@ 100 ^{0}C		8.4	10.7	10.5
Viscosity Index	D2270	152	158	140
Cold Crank Simulator, cP	D5293	5860 @-30^{0}C	6080 @-30^{0}C	6300 @-25^{0}C
Phosphorous wt. %	D4951	0.077	0.077	0.077
Zinc wt. %	D4951	0.085	0.085	0.085

7. Packaging:

7.1. The packaging shall be in accordance with the best commercial practice.

7.2. Packing shall be as specified.

7.3. All offered products shall carry the "API Service Symbol" (referred to in the trade the API Donut) on its container (when so packaged) and the certification mark (starburst symbol) for gasoline engine oils. The symbols shall also be similarly identified (API SERVICE _/_) on its delivery and invoice documentation.

7.4. The oil shall be furnished in 1-gallon/5-gallon cans or 55-gallon drums or it shall be delivered by tank wagon as specified and in compliance with all Federal, State, and City Environmental Regulations for storage, transportation, and disposal.

8. Identification:

8.1. Cans and drums shall be marked with the name of the material, the N.Y.C Specification number, class, type, grade of the material, the net contents, the name of contractor, and the name of the contract or purchase order.

8.2. With tank wagon deliveries, there shall be furnished the specified number of delivery tickets marked with the name, N.Y.C. specification number, class, type, grade of the material, number of gallons delivered, name of the contractor, and the number of the contract or purchase order.

8.3. Unless otherwise provide for, mixed lots varying in origin, brands, or trademarks will not be accepted on any contract or purchase orders.

8.4. Shipping containers shall be marked with the name of the product, this specification number or purchase order number, commodity code number and API Classification and in compliance with all Federal, State and City Environmental Regulations.

8.5. Individual containers shall be marked with the name of the product, the contents and API Service Symbol which identifies the oil's viscosity grade, service category, and energy conserving capabilities.

9. Certification:

9.1. The bidder shall submit, when requested, the API Certification document of the product.

APPENDIX

Note 1: In order that each request for contract or purchase order quotations will result in fair competition and delivery of the Lubricating Engine Oil required; the requisition must contain the following information:

(A) Name of Commodity - OIL, LUBRICATING, INTERNAL, COMBUSTION ENGINE

(B) Specification Number - #30-0-15:26

(C) Type–Fully Synthetic Gasoline Engine oil-5W 20,5W 30,10W 30
Synthetic Gasoline Engine Oil-5W-20, 5W-30, 10W-30

(D) Size of Container - Stated whether Cans, Drums, delivery by Tank Wagon.

(E) Quantity - Number of gallons at 60^0F/15°C.

(F) Delivery - State 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, then a sample consisting of no less than one gallon shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor
New York, NY 10007.

SPECIFICATION FOR LUBRICANT: OILS, HYDRAULIC

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 invitation to bid.

---

1. INTENT:

This specification covers the “Hydraulic Oils” with rust and oxidation inhibitor, and anti-wear characteristics designed to meet the requirement of most fluid power system lubrication.

2. Kind:

a) **HM Hydraulic oils:** Hydraulic Oils with anti-foaming, anti-corrosion, anti-rust, and anti-wear performance.

b) **HV Hydraulic Oils:** Hydraulic Oils with anti-foaming, anti-corrosion, anti-rust, and anti-wear performance having high viscosity Index used for hydraulic circuits subject to strong temperature variation as well as load constraints and very high pressure.

c) **Zinc Free Hydraulic Oils:** High pressure ashless Anti-wear lubricants blended using selected highly refined high-quality mineral oils, combined with a non-zinc, ashless additive system. The non-zinc, ashless anti-wear additive is non-corrosive to silver and yellow metal alloys components of hydraulic systems.

d) **Fire Resistant Hydraulic Fluid:** It is fire resistant hydraulic oil of the type HFDU. It shall not contain water, mineral oil, or phosphate ester, and based on high quality, synthetic, organic esters optimized additive packages to achieve excellent hydraulic performance.

e) **Bio-hydraulic Oils:** Ecofriendly, biodegradable alternative to traditional petroleum-based hydraulic fluids, which are

formulated from Vegetable oils (HETG), deal for applications where the risk of water or soil contamination is high and Synthetic Esters (HEES)for superior thermal and oxidation stability for high-pressure and severe-duty system. It shall meet EPA Vessel General Permit (VGP) requirements of Environmentally Acceptable Lubricants (EAL).

3. Classification:

The hydraulic oils shall be of the following grades:

Type 1- These oils are light to medium grade oil, similar to the characteristics of ISO (International Organization for Standardization) Grades 32, 46 and 68.

Type 2- This is heavy grade oil similar to the ISO Grade 100

These hydraulic oils are applicable to the following systems:

Pump Type	Hydraulic Oils
Vane, Gear and Axial Piston Pumps	ISO 32, ISO 46, ISO 68
Oil Gear Pumps requiring heavy oil	ISO 100

4. Applicable Documents:

- ISO (International Organization for Standardization)-ISO 32, ISO 46, ISO 68, and ISO 100.
- ASTM Designation D6158-23 or latest revision: Standard specification for Mineral Hydraulic Oils.
- ASTM Designation D2422-24 or latest revision: Standard Classification of Industrial Fluid Lubricants by Viscosity System.

5. Requirements: HM Hydraulic oils:

5.1 These hydraulic oils shall be formulated from virgin petroleum base stock, re-refined petroleum base stock, or combination thereof with the latest zinc additive technology to provide outstanding anti-wear and thermal stability performance.

5.2 The HM hydraulic oils shall meet or exceed the specification requirement of:

- Eaton Brochure 694 (35VQ25A)
- Cincinnati Machine P-68(ISO 32), P-70(ISO 46, P-69 (ISO 68)
- Denison (Parker Hannifin) HF-0, HF-1, HF-2 (ISO 32, 46, 68)

- ANSI/AGMA 9005-FI6 R&O, (ISO 32, 46, 68, 100)
- US Steel (AIST) 126, 127 (ISO 32, 46, 68)
- DIN 51524-2 Part-2 HLP

5.3 Physical Characteristics:

The typical physical characteristics of HM hydraulic oils shall be as stated in Table-1:

TABLE -1: Typical Physical Characteristics of HM Hydraulic Oils

Properties	Test Method ASTM	Test Limits			
		Type 1			Type 2
		ISO 32	ISO 46	ISO 68	ISO 100
Viscosity @40^{0}C, cSt.	D445	30.4-33.60	43.7-48.3	64.6-71.4	95.0-105.0
Viscosity Index, Min.	D2270	99	98	98	95
Flash Point, COC, ^{0}C, Min.	D92	200	205	235	250
Pour Point, ^{0}C, Max.	D97	-24	-24	-18	-15
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a	1a
Oxidation Stability, TOST Hours to 2.0 mg KOH/g TAN, Min.	D943	3000	3000	3000	3000
Color, Max.	D1500	1.5	1.5	2.0	4.0
Neutralization Number, mg. KOH/g, Max.	D664	0.8	0.8	0.8	0.8
Foaming Characteristics, Max. Sequence 1 Tendency/Stability, ml, @24^{0}C Sequence 2 Tendency/Stability, ml, @93.5^{0}C Sequence 3 Tendency/Stability, after test @93.5^{0}C, ml, @ 24.^{0}C	D892	20/Nil 15/Nil 20/Nil	20/Nil 15/Nil 20/Nil	30/Nil 20/Nil 30/Nil	30/Nil 20/Nil 40/Nil
Water Separability Minutes to 40-40-0 @54^{0}C, Max.	D1401	20	20	20	25
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass	Pass
Zinc Content, %wt. Min.	D4951	0.04	0.04	0.04	0.04

6. Requirements: HV Hydraulic Oils:

6.1 These hydraulic oils shall be formulated from synthetic base stock with the latest zinc additive technology to provide outstanding anti-wear and thermal stability performance for use in hydraulic system where the equipment will be subject to a wide range of start-up and operating temperatures.

6.2 The HV hydraulic oils shall meet or exceed the specification requirement of:

- Eaton 35VQ25A-1-286-S, M-2950-S,
- Bosch-Rexroth RD/RE 90220, 90221 Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46) P-69 (ISO 68)
- Denison (Parker Hannifin) HF-0, HF-1, HF-2 (ISO 32, 46, 68)
- ANSI/AGMA 9005-FI6 R&O, (ISO 32, 46, 68, 100)
- US Steel (AIST) 126, 127 (ISO 32, 46, 68)
- DIN 51524-2 HLP, 51524-3 HVLP

6.3 Physical Characteristics:

The physical characteristics of HV hydraulic oils shall be as stated in Table-2:

TABLE -2: Typical Physical Characteristics of HV Hydraulic Oils

Properties	Test Method ASTM	Test Limits		
		ISO 32	ISO 46	ISO 68
Viscosity @40^{0}C, cSt.	D445	32.0	46.0	68.0
Viscosity @100^{0}C, cSt.	D445	6.28	8.15	10.9
Viscosity Index	D2270	151	152	151
Brookfield Viscosity, Cp @-20^{0}C	D2983	1090	1870	3990
Flash Point, COC, ^{0}C, Min.	D92	208	216	222
Pour Point, ^{0}C, Max.	D97	-48	-48	-42
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a
Oxidation Stability, TOST Hours to 2.0 mg KOH/g TAN,Min.	D943	5000	5000	5000
FZG Gear Test, Fail Load Stage DIN 51354		11	$\geq$ 12	$\geq$ 12
Foam Sequence I, II, III, ml	D892	20/0	20/0	20/0
Water Separability Minutes to <3ml @54^{0}C,	D1401	10	10	10
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass
Zinc Content, %wt. Min.	D4951	0.04	0.04	0.04

7. Requirements: Zinc Free Hydraulic Oils:

7.1 These are high pressure ashless Anti-wear hydraulic oils, which are blends of high-quality mineral base stock and a non-zinc ashless additive system.

7.2 The Zinc Free hydraulic oils shall meet or exceed the specification requirement of:

- DIN 51524 Pt 2 (HLP)
- Cincinnati Lamb – P-68 (ISO 32), P-69 (ISO 68), P-70 (ISO 46)
- Parker Denison HF-0

7.3 Physical Characteristics:

The physical characteristics of Zinc Free hydraulic oils shall be as stated in Table-3:

TABLE -3: Typical Physical Characteristics of Zinc Free Hydraulic Oils

Properties	Test Method ASTM	Test Limits		
		ISO 32	ISO 46	ISO 68
Viscosity @40^{0}C, cSt.	D445	32.50	47.00	68.00
Viscosity @100^{0}C, cSt.	D445	5.42	6.77	8.60
Viscosity Index	D2270	100	97	97
Flash Point, COC, ^{0}C, min.	D92	215	235	248
Pour Point, ^{0}C, Max.	D97	-15	-15	-12
Copper Strip Corrosion 3 hr.@ 100^{0}C Max.	D130	1a	1a	1a
FZG Gear Test, Fail Load Stage DIN 51354		11	$\geq$ 12	$\geq$ 12
Foam Sequence I, II, II1, ml	D892	10/0 5/0 5/0	10/0 10/0 20/0	10/0 10/0 15/0
Water Separability Minutes to <3ml @54^{0}C,	D2711	6 (54^{0}C)	9 (54^{0}C)	10 (54^{0}C)
Rust Preventive Characteristics Procedure A & B	D665	Pass	Pass	Pass
Air release @50^{0}C, mins	D3427	4	6	8
TBN, mg KOH/g	D974	0.25	0.26	0.28

8. Requirements: Fire Resistant Hydraulic Fluid:

8.1 Fire Resistant- High ignition temperature and low heat release properties that limit the spread of fire.

8.2 Possess excellent shear stability

8.3 No-toxic/nontoxic to aquatic life

8.3 Shall be fully biodegradable

8.4 Physical Characteristics:

The physical characteristics of fire-resistant hydraulic oils shall be as stated in Table-4:

TABLE -4: Typical Physical Characteristics of Fire-Resistant Hydraulic Oils

Properties	Test Method ASTM/ISO/DIN	Test Limits
Appearance		Yellow Amber
Viscosity @40^{0}C, cSt.	D445	49.7
Viscosity @100^{0}C, cSt.	D445	9.7
Viscosity Index	D2270	185
Flash Point, COC, ^{0}C	D92	300
Fire Point, COC, ^{0}C	D92	362
Auto Ignition Temperature ^{0}C	DIN 51794	>400
Pour Point, ^{0}C, Max.	D97	<-20
Density @ 15 ^{0}C	D1298	0.919
Gear Lubrication (FZG), load stage	DIN 51354-2	<12
Foam Test @25 ^{0}C, ml Sequence 1	D892	50-0
Water Separability ml-ml-ml (min)	D1401	41-39-0 (30)
Corrosion protection: Steel and non-ferrous metals Steel: distilled water	ISO 4404-2 D665A	Pass Pass
Air release, minutes	D3427	7
Elastomer combability	ISO 6072	Pass
Shear Stability, %	D2603	<1
Acid Number, mg KOH/g	D974	2.0
Vane Pump, Vickers 104C (100 hrs. at 140 bar), mg	D2882	<5

9. Bio-hydraulic Oil:

9.1 Ecofriendly, biodegradable alternative to traditional petroleum-based hydraulic fluids, which are formulated from Vegetable oils (HETG), ideal for applications where the risk of water or soil contamination is high and Synthetic Esters (HEES)for superior thermal and oxidation stability for high-pressure and severe-duty systems.

9.2 Requirements: Bio-hydraulic Oils

It shall meet EPA Vessel General Permit (VGP) requirements of Environmentally Acceptable Lubricants (EAL).

9.3 Physical Characteristics:

The physical characteristics of Bio-hydraulic oils shall be as stated in Table-5:

TABLE -5: Typical Physical Characteristics of Bio-Hydraulic Oils

Properties	Test Method	32	46	68
Base Stock		HEES	HEES	HEES
Density @15°C	ASTM D4052	0.8223	O.8226	0.8262
Viscosity cSt. @40°C @100°C	ASTM D445	 31.8 6.5	 46 8.52	 68 12.0
Viscosity Index	ASTM D2770	164	165	175
Flash Point °C	ASTM D92	235	252	237
Pour Point °C	ASTM D97	-46	-35	-41
Brookfield Viscosity cP @-20°C cP @-30°C	ASTM D2983	 1020 2410	 1430 4730	 2330 7250
Air Release @50°C	ASTM D3427	2.95	2.18	6.38
Copper Corrosion 3hr. @ 100°C	ASTM D130	1a	1a	1a
Rust Test, Procedure A & B	ASTM D665	Pass	Pass	Pass
Oxidation Stability	ASTM D943	>10,000	>10,000	>10,000
FZG (A/8.3/90)	DIN 5182	12	12	12
Biodegradability % in 28 days	OECD 301B	>60	>60	>60
Ecotoxicity Algae, 72 h, EC-50, mg/L Daphnia magna, 48 h, EC-50, mg/L Fathead minnow, 96 h, LC-50, mg/L	 OECD 201 OECD 202 OECD 203	 >100 >100 >100	 >100 >100 >100	 >100 >100 >100

10. Packaging:

10.1 The oil shall be packed in cans or 55-gallon drums or it shall be delivered by tank wagon as specified and in compliance with all Federal, State and City Environmental Regulations for storage, transportation, and disposal.

10.2 The labels must conform to all OSHA labeling standards and shall include health hazard data. Packaging should be in accordance with Federal and OSHA acceptable standards.

10.3 Shipping Containers shall be marked with the name of the product, this specification number, net contents, grade of the material, name of contractor, contract number or purchase order number, and commodity code number. Containers shall be in compliance with all Federal, State, and City Environmental Regulations.

10.4 Unless otherwise provided for, mixed lots varying in origin, brands, or trademarks will not be accepted on any contract or purchase order.

11. Liquidated Damages:

11.1 In the event the vendor delivers hydraulic oil that does not meet the specifications, it shall be the responsibility of the vendor pumping out the hydraulic oil from tank or replacement of hydraulic oil at their own expense.

12. Quality Assurance Provisions:

12.1 All tests outlined on Section 5,6,7,8 and 9 shall be conducted and certification of compliance shall be provided. Any applicable method of test or examination may be employed if it is satisfactory to the Department of Citywide Administrative Services [DCAS] or satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services. The test reports shall be available to DCAS or the using agency for follow up.

APPENDIX

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

(A) **Name of Commodity** – Lubricant: Oils, Hydraulic

(B) **Specification Number** – 30-O-31:26

(C) **Kind** – HM Hydraulic Oils, HV Hydraulic Oils, Zinc Free Hydraulic Oils, Fire-Resistant Hydraulic Fluid and Bio-hydraulic Oils.

(D) **Size of Container** – State whether cans, drums, or delivery by tank wagon

(E) **Quantity** – State number of gallons

(F) **Delivery** – State 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, then a sample consisting of no less than one gallon of each type shall be randomly chosen.

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

Department of Citywide Administrative Services
Office of Citywide Procurement
Bureau of Quality Assurance
1 Centre Street - 18th Floor
New York, NY 10007.

Bid #: 2700003
TITLE: OIL PRODUCTS: LUBRICATING, AUTOMOTIVE

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

ATTACHMENT #1

Qualification of Bidder

To be submitted with bid for
OIL PRODUCTS: LUBRICATING, AUTOMOTIVE

Class Number:_____N/A_____ **Item Number**: _____

THIS IS TO CERTIFY that the undersigned confirms that_____has
(Company)

been in the business of selling oil lubricating products for a minimum of THREE years.

Please insert the name of the company, contact name, phone number, street address and the number of years selling oil lubricating products:

_____
Name of Company Owner | Contact Name | Phone Number

_____
Street Address | City | State and Zip Code

_____
Number of Years Selling Oil Lubricating Products

The Vendor must also state its Operating & Storage capacity:

_____ _____
(Product Name) (Total Facility Storage Capacity)

Storage Capacity for:

List product name and capacity (use additional sheets as necessary)

_____
Name of Bidder

By: _____
Signature

_____
Official Title

_____

Form No. CF-07-Revised 12/10

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

ATTACHMENT #2

MANUFACTURER'S CERTIFICATE

To be submitted with bid for

THIS IS TO CERTIFY that the undersigned is a manufacturer and will provide the _____ required by the City of New York in accordance with the attached bid solicitation document. The _____ is processed at our plant located at:

_____
Street Address City State and Zip Code

We authorize _____
Name and Address of Bidder - Firm or Individual

_____

as our distributor to furnish the products. We agree and commit to supply said distributor/individual such quantities of our products as may be required, to meet the needs of the City of New York.

_____
Name of Manufacturer

By: _____
Signature

_____
Official Title

_____
Date

Subscribed and sworn to before me
this _____ day of _____, 20_____

_____
Notary Public

Commission Expires _____, 20____

This certificate may be duplicated, or copies may be obtained from the Office of Citywide Procurement, 1 Centre St., 18th Floor, New York, NY 10007

Bid #: 2700003
TITLE: OIL PRODUCTS: LUBRICATING, AUTOMOTIVE

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

ATTACHMENT #3

Bidder's Cylinder Price Schedule

To be submitted with bid for
OIL PRODUCTS: LUBRICATING, AUTOMOTIVE

Contractor shall include with the bid a schedule of prices for each cylinder/drum. These prices should represent the maximum cost for which the contractor will hold the city liable in the event cylinders/drums are lost or destroyed.

CYLINDER / DRUM PRICE SCHEDULE	

List Cylinder Size/Capacity (use additional sheets as necessary)

For:

_____
Name of Bidder

By: _____
Signature

_____
Official Title

_____

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.

ELECTRONIC FUNDS TRANSFER PROVISIONS

Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, 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, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Department may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at $25,000.00 and above."

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.

REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

Department of Investigation (DOI) Complaint Bureau
212-825-5959

or by mail or in person at:

DEPARTMENT OF INVESTIGATION
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 contractor or subcontractor that has a contract with the City or a City contractor of 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 information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over $100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made 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.



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.

Chapter 15: Installation of Side Guards on Large Vehicles

§ 15-01 Definitions.

As used in this chapter, and unless otherwise specified, the following terms have the following meanings:

Agency. The term "Agency" means a city, county, borough, or other office, position, 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.

BIC. The term "BIC" means the New York City Business Integrity Commission.

Chief Fleet Management Officer. The term "Chief Fleet Management Officer" means the DCAS official appointed by the Commissioner, in accordance with Executive Order 161 of 2012, who is responsible for implementing policies and procedures to ensure safe, reliable, and proper use of City vehicles, or their duly authorized designee.

City. The term "City" means the City of New York.

City Contracted Vehicle. The term "City Contracted Vehicle" means any Large Vehicle that is utilized within the City on a weekly or more frequent basis to fulfill requirements material to the scope of a Contract.

City Fleet. The term "City Fleet" means vehicles owned by Agencies of the City or leased for periods of over one (1) year.

Commissioner. The term "Commissioner" means the Commissioner of the New York City Department of Citywide Administrative Services.

Contract. The term "Contract" means any contract awarded by the City and registered with the New York City Comptroller after the Effective Date and whose cost is to be paid from funds belonging to or administered by the City, where such contract has an estimate value of $2,000,000 or more. This definition does not include (1) Agency on-call emergency contracts, including on-call storm emergency contracts; (2) the following types of contracts that are governed by rules of the Procurement Policy Board: emergency procurements; intergovernmental contracts; government to government contracts; and contracts for the provision of work or services by public utilities; and (3) renewals, exemptions or modifications of contracts registered with the Comptroller prior to the Effective Date.

Contractor. The term "Contractor" means any entity that enters into a contract with the City.

DCAS. The term "DCAS" means the New York City Department of Citywide Administrative Services.

Effective Date. The term "Effective Date" means January 1, 2023.

Large Vehicle. The term "Large Vehicle" means a motor vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. Such term does not include street sweepers, fire engines, car carriers, off-road construction vehicles, or any specialized vehicles or vehicle types on which Side Guard installation is deemed impractical by the Department in accordance with Administrative Code § 6-141(c).

Notice to Proceed. The term "Notice to Proceed" means the written direction to a Contractor by an Agency to commence work pursuant to a Contract registered with the New York City Comptroller.

Side Guard. The term "Side Guard" means a lateral protective safety device fit to the side of a Large Vehicle that is designed to prevent pedestrians and bicyclists from falling into the exposed space between the front axle and the rear axle of such vehicles and that meets the requirements of 55 RCNY § 15-02.

Subcontractor. The term "Subcontractor" means any entity that enters into a subcontract to perform work on behalf of a Contractor which enters into City contract registered with the City.

Volpe Side Guard Standard. The term "Volpe Side Guard Standard" means the United States Department of Transportation's Volpe Side Guard standard published and referred to as "U.S. DOT Standard DOT-VNTSC-OSTR-16-05", as amended, or a functionally equivalent national vehicle Side Guard standard, as determined by DCAS.

(Added City Record 10/7/2022, eff. 11/6/2022)

§ 15-02 Side Guard Requirements.

(a) *General Requirements.* Unless prohibited by Federal, State, or City law, or an exemption has been issued pursuant to 55 RCNY § 15-04, all Large Vehicles in the City Fleet must be equipped with Side Guards by the Effective Date and all City Contracted Vehicles performing work under a Contract are required to be equipped with Side Guards by the Effective Date or in compliance with the Phase-In Period set forth in 55 RCNY § 15-03(b).

(b) *Satisfaction of Side Guard Requirements.* The requirements for Side Guards will be considered satisfied if one or more of the following three situations is present:

(1) The Large Vehicle is equipped with Side Guards that allow for a maximum 13.8 inch ground clearance, a maximum 13.8 inch top clearance up to four feet in height, and a minimum 440 pound impact strength that achieves a smooth and continuous longitudinal (forward to backward) impact surface flush with the vehicle sidewall, known as the "NYC Volpe Side Guard Standard".

(i) Side Guards may include rail style guards, provided that such rails are no less than four inches tall and no more than 11.8 inches apart.

(ii) Side Guards may incorporate other vehicle features such as toolboxes and ladders, or the function of a Side Guard may be performed by those features, subject to the approval of DCAS.

(2) The Large Vehicle cannot maintain a Side Guard due to the design or operations of the vehicle, subject to the Contractor's application to DCAS for, and the grant of, an exemption from these rules.

(3) The Large Vehicle is designed or equipped on each side of the unit such that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as Side Guards in accordance with the Volpe Side Guard Standard, or will perform the function of Side Guards with modifications separate from installation of Volpe Standard sideguards, subject to the approval of DCAS.

(c) In the case that mandated Federal standards are established for truck Side Guards, DCAS will assess any Federal specification guidelines and issue revised rules relating to the New York City specification(s), if required.

(Added City Record 10/7/2022, eff. 11/6/2022)

§ 15-03 City Contracted Vehicles.

(a) All City Agency Contracts involving City Contracted Vehicles must contain specifications reflecting the requirements set forth in this chapter, including the submission of compliance plans and reports described in subdivision (c) of this section, which specifications will be reviewable by DCAS.

(1) Contracts may include additional charges by the Contractor for the installation of Side Guards at a price not to exceed $3,000.00 per vehicle unless otherwise approved by DCAS, in its sole discretion.

(2) Contractors shall ensure that the Subcontractors have access to funding to add Side Guards to City Contracted Vehicles used in City Agency Contracts. Contractors shall reimburse Subcontractors for the costs of any Side Guards installed on vehicles which are required to comply with these rules.

(3) Contractors must provide a list of vehicles that require retrofits to be performed, as well as an affidavit stating that any add-on fees for Side Guard installations will only be included for trucks not previously equipped with Side Guards under any City contract or otherwise previously fitted and equipped with operational Side Guards.

(b) *Phase-in Period for City Contracted Vehicles.* Except when a Contractor or a Subcontractor is granted an exemption pursuant to 55 RCNY § 15-04, the requirements of this chapter will apply. Side Guards must be installed and fully operational no later than:

(1) Twelve (12) months from the issuance of a Notice to Proceed pursuant to an individual Contract utilizing ten (10) or fewer Large Vehicles; or

(2) Eighteen (18) months from the issuance of a Notice to Proceed pursuant to an individual Contract utilizing more than ten (10) Large Vehicles.

(c) *Compliance Plan and Reports.* Any Contract entered after the Effective Date must require the Contractor to submit the following to the Chief Fleet Management Officer:

(1) A written compliance plan within fourteen (14) days following the Notice to Proceed or the placing of the first order under the Contract, as applicable.

(2) A report that includes the following information, submitted six (6) months following the Notice to Proceed or the placing of the first order under the Contract, as applicable, or when requested by the Chief Fleet Management Officer:

(i) the number of Large Vehicles used in the performance of the Contract by the Contractor and any Subcontractor;

(ii) the number of Large Vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required by these rules;

(iii) one or more photographs of both sides of each Large Vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with safety enhancing equipment as required by these rules. The photographs must also show the Large Vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and

(iv) a certification that the Contractor and any Subcontractor under the Contract have complied with the requirements of these rules.

(3) The Chief Fleet Management Officer will review written compliance plans and reports to confirm that the Agency or Contractor (including its Subcontractor) meets the requirements of these rules.

(d) *Record Retention and Audits.*

(1) Contractors and their Subcontractors must keep records of their Compliance Plans and Reports for a period of six (6) years from the date of the Notice to Proceed, or from the payment of the last invoice pursuant to their Contract with the City, whichever occurs later.

(2) At any time during a Contract, or during the record retention period set forth in subdivision (d) of 55 RCNY § 15-03, DCAS will have, upon reasonable notice, full access to and the right to request and inspect documents and records in accordance with applicable law that are maintained or retained by or on behalf of the Contractor and its Subcontractor pursuant to such subdivision (d).

(e) DCAS is authorized to request and perform the physical inspection of any Large Vehicle used in the performance by an Agency, Contractor or Subcontractor, in order to ensure compliance with contract provisions required by this chapter, in accordance with applicable law.

(Added City Record 10/7/2022, eff. 11/6/2022)

§ 15-04 Exemptions.

(a) City Agencies and Contractors (including on behalf of any of its Subcontractors using Large Vehicles in the performance of the Contract) may submit an application, on a form available on DCAS' website, to the Chief Fleet Management Officer for an annual exemption from the requirements of these Rules if they have determined that compliance is impractical; or it will disrupt provision of public safety or public health services; or there are limitations in the capacity of vendors to supply Side Guards; or because the vehicle cannot maintain a Side Guard due to the design or operations of such vehicle.

(b) Contractors (including on behalf of any of its Subcontractors using Large Vehicles in the performance of the Contract)may also submit requests for an exemption from the timeframes of the installation schedule set forth in 55 RCNY § 15-03 based on a claim of undue financial hardship. However, Contractors will have the opportunity to account for and factor in the costs for Side Guards as part of the bid pricing they submit for a Contract as part of Contract pricing structures. An exemption request based on financial hardship must satisfactorily explain why the financial hardship has remained despite the opportunity for the Contractor to account for the costs in its bid prices.

(c) Exemptions may be available if one or more of the following circumstances exist and there is sufficient evidence or proof provided with respect to such circumstances:

(1) Supply chain disruption;

(2) Delays in the commencement of work or payments which are not caused by the fault of the Contractor;

(3) If removing the vehicle from service would have a material effect on the contractor's ability to perform work under the Contract;

(4) Natural or man-made emergencies. For purposes of this paragraph, "natural or man-made emergencies" means acts or events beyond the control and without any fault or negligence of the Contractor. Such events may include, but are not limited to, pandemic, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor; or

(5) Any other circumstance, whether or not anticipated or found to be usual or typical, which is accompanied by supporting information provided pursuant to paragraph (d) of this subdivision.

(d) The application for an exemption must include all of the following information and statements, to be verified in an affidavit accompanying the application:

(1) A list of all Large Vehicles that the applicant owns, leases or otherwise controls to conduct the applicant's business; and

(2) A statement, accompanied by supporting documents, and if applicable, financial statements, that retrofitting the applicant's Large Vehicles in order to comply with these rules is impractical; or would disrupt provision of public safety or public health services; or would cause the applicant to suffer an undue financial hardship.

(e) The Chief Fleet Management Officer will evaluate an exemption request and make a determination within 90 days of receipt whether to approve or deny such request.

(f) An annual exemption granted pursuant to this section will expire one year from the date it has been granted, except for exemptions granted pursuant to 55 RCNY § 15-02(b)(2). Exemptions granted pursuant to such paragraph will remain applicable as long as the specific vehicle(s) are in operation by the Agency or, as to a Contractor or Subcontractor, the life of the Contract with the City.

(g) The Chief Fleet Management Officer may renew an exemption for additional one-year periods in the event that the Agency, a Contractor or a Subcontractor submits a written statement verified by affidavit that such Agency, a Contractor or a Subcontractor continues to be eligible for the exemption. The Chief Fleet Management Officer retains the discretion to reject an exemption request if, based on such Officer's determination, circumstances have changed that would obviate the basis for such previously granted exemption. Applications to renew an exemption must be submitted using the form available on DCAS' website.

(h) The Chief Fleet Management Officer shall have the sole authority to grant a exemption of the requirements set forth in these rules.

(i) *Appeals.*

(1) If the Chief Fleet Management Officer denies the request for exemption and/or extension of exemptions from the requirements of these rules, the Contractor or Subcontractor may appeal in writing to the Commissioner or their designee within 30 days of receipt of the Chief Fleet Management Officer's determination, on a form available on DCAS' website. Receipt of notice by the Contractor or Subcontractor shall be deemed to be no later than five (5) days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Commissioner or their designee.

(2) The written appeal by the Contractor must briefly state all the facts or other bases upon which the Contractor contests the Chief Fleet Management Officer's determination, and must include supporting documentation.

(3) The Commissioner or their designee will consider the merits of the Contractor's appeal and provide a written decision no later than 90 days after receipt of such appeal.

(Added City Record 10/7/2022, eff. 11/6/2022)

§ 15-05 Violations.

(a) A Contractor may be assessed up to $4,000 for each City Contracted Vehicle, including those vehicles used on behalf of the Contractor by its Subcontractor(s), that are found to be out of compliance with the requirements of these rules.

(b) In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any City Agency with respect to the financial condition of the Contractor submitted in connection with a request for an exemption from compliance with these Rules may be fined not less than $100 nor more than $1,000 for each such false statement and the person on whose behalf such false, deceptive or fraudulent representation was made, shall thenceforth be disqualified from bidding on any contracts for the City.

(c) For purposes of this section, a person knowingly makes a false statement of material fact when such statements regarding the Contractor's financial condition fail to comply with the standards set forth in Administrative Code § 6-112.

(d) A Contractor shall be responsible and liable for the actions or omissions of its subcontractor(s), and for any assessments imposed upon such subcontractor(s) pursuant to these rules.

(Added City Record 10/7/2022, eff. 11/6/2022)

§ 15-06 Vehicles Regulated by the Business Integrity Commission (BIC).

In the event that a City Contracted Vehicle is also a vehicle licensed or regulated by the New York City Business Integrity Commission (BIC), any laws or rules applicable to or promulgated by BIC will govern with respect to Side Guard matters addressed by these rules.

(Added City Record 10/7/2022, eff. 11/6/2022)

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.

PLEASE RETAIN ON FILE

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

PART I
GENERAL DEFINITIONS

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

1. "Agency" is the particular department, board, bureau, office or other City subdivision organizing and supervising procurement; i.e., solely the Department of Citywide Administrative Services.

2. "Agency Chief Contracting Officer" means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the City Chief Procurement Officer; i.e., the Agency Chief Contracting Officer of the Department of Citywide Administrative Services or a delegated representative.

3. "Agency Head" is a term referring to heads of city, county, borough, or other office, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury; i.e., the Agency Head of the Department of Citywide Administrative Services or a delegated representative.

4. "Blanket Order" is a purchase order issued to a vendor by an agency with a "not to exceed" amount and without specific quantities and delivery dates. This enables the agency to make purchases at different times and in varying amounts from a requirement contract by means of shipping instructions, the total expenditures not to exceed the amount of the blanket order.

5. "City" is the City of New York.

6. "City Chief Procurement Officer" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the Agency Chief Contracting Officers (ACCO) and any offices which have oversight responsibility for the procurement of construction, computer and computer services.

7. "Commissioner" means the Commissioner of the Department of Citywide Administrative Services of the City of New York or any Deputy or Assistant Commissioner who has been delegated authority.

8. "Comptroller" means the Comptroller of the City.

9. "Contract" includes the bid book, the invitation for bids, these general definitions, the instructions to bidders, the general conditions, the special conditions, the affirmations, the bid and schedule of quantities and prices, the drawings and specifications, the Budget Director's Certificate when applicable, any special instructions to bidders, together with all addenda, change orders or modifications, all provisions required by law to be inserted in this Contract whether actually inserted or not, purchase order or notice of award, performance and payment bonds when required, and notice to proceed with work, when applicable.

10. "Date of Contract Award" shall be the date of Notice of Award, if issued, or otherwise the perforated date of Purchase Order.

11. "Department" means the Department of Citywide Administrative Services, City of New York.

12. "Division" means the Division of Municipal Supply Services, Department of Citywide Administrative Services.

13. "Goods" are the subject matter of this contract and include but are not limited to supplies, articles, commodities, equipment, materials, merchandise or wares, together with any labor, services or other work necessary for performance of the Contract.

14. "Law" or "Laws" shall include but not be limited to the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

15. "Schedule" is the contract schedule of quantities, prices, specifications and descriptions contained in the Bid document.

16. "Seller," "Supplier," "Contractor," "Vendor" or "Bidder" is the person, firm or corporation awarded this Contract and obligated to furnish and deliver the Goods to the City in accordance with all the terms and conditions of the Contract.

17. "Time of Performance" means the specific time or times indicated in the Contract at which or within which delivery or other performance is to be completed.

PART II
STANDARD INSTRUCTIONS TO BIDDERS

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

1. CONTRACT - INTERPRETATION AND EXAMINATION

1.1 Request for Interpretation or Correction. Prospective bidders must examine the Contract Documents carefully and before bidding must request the Agency Chief Contracting Officer in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Agency Chief Contracting Officer may decide to include, will be issued in writing by the Agency Chief Contracting Officer as an addendum to the contract, which will be sent by mail or delivered to, and acknowledged by, each person recorded as having received a copy of the contract documents from the Contract Clerk, and which will also be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such addendum shall become a part of the contract documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

Only the written interpretation or correction given by the Agency Chief Contracting Officer is binding. Bidders are warned that no other Officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the contract.

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

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

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

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

2. BIDS

2.1 Form of Bid. All bids shall be submitted on forms furnished by the City. Such forms, and envelopes in which to submit bids, may be obtained at the place designated in the advertisement. No alteration, erasure or addition is to be made to the typewritten or printed matter of the bid documents. Such changes shall be of no force and effect and may be grounds for rejection of the bid.

2.2 Submission of Bids. A bid will not be accepted if it is received in the Division of Municipal Supply Services after the time scheduled for the opening. This applies to bids sent by mail as well as to those delivered by hand. If a vendor chooses to use special delivery service it will be the responsibility of the vendor to ensure that the bid is delivered directly to the Division of Municipal Supply Services' Bid Room. Bids must indicate on the outside envelope the bid number and bid opening date; otherwise the bid will not be accepted and will not be opened.

2.3 Prices, Extensions and Discounts.

(a) The Bidder shall insert against each item which it proposes to furnish and deliver the price per stated unit and the extensions. In the event of a discrepancy between the unit price and the extension, the unit price will govern. If discount bids are requested, and there is an error in the extension of the total, the discount offered will govern.

(b) Cash discounts will not be considered in determining the low bidder.

2.4 Sales, Excise and Federal Transportation Taxes. Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. The price bid, whether computed as a net unit price or based upon a trade discount from catalog list prices, must be exclusive of taxes and will be so

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

2.5 Delivery Charges. All prices bid must be on the basis of F.O.B. delivery point, unloaded, inside and assembled unless otherwise indicated in this Contract.

2.6 Containers and Reels. All containers and reels shall become the property of the City unless otherwise specified. When containers or reels are returnable, they will be returned at the Seller's expense; otherwise they will be paid for by the City at the rate agreed upon in this Contract.

2.7 Manufacturers' Warranties and Guaranties. Unless otherwise indicated in this Contract, the Seller shall issue or obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.

2.8 Variable Quantities and Delivery Points. The quantities and delivery points set forth in this Contract will be subject to one of the following variations which will be indicated in the Bid Book.

(a) Type "A" Contract. The Agency Chief Contracting Officer during the term of this Contract may increase or decrease the quantity of any item or class; however, any contract increases which cumulatively exceed the greater of ten percent (10%) of the total cost of this contract or $100,000 must be approved in writing by the City Chief Procurement Officer. Delivery points are limited to those indicated in the Bid Book unless modified by mutual agreement of the parties.

(b) Type "B" Contract. The Agency Chief Contracting Officer reserves the right, during the term of this Contract, to order such quantities for such delivery points and under such conditions as may be indicated in the Bid Book. Unless otherwise indicated in the Bid Book, the City may order up to 100% more of the base quantity set forth in the bid.

(c) Type "C" Contract: (Requirement Contract). A requirement contract is a contract for an indefinite amount of goods to be furnished at specified times, or as ordered, that establishes unit prices, usually of a fixed price type. Generally, an approximate quantity or the best information available as to quantity is stated in the solicitation. The contract may provide a minimum quantity the City is obligated to order and may also provide for a maximum quantity provision that limits the City's obligation to order. The Agency Chief Contracting Officer may, with the consent of Seller, extend the term of this Contract up to an additional 120 days.

2.9 Proprietary Information/Trade Secrets.

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

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

3. BIDDER QUALIFICATIONS

3.1 Evidence of Ability.

(a) Before or after making an award of contract, the City reserves the right to inspect the premises where Goods are manufactured, prepared or stored. When the source of production is outside the City of New York, the Agency Chief Contracting Officer may demand the submission of satisfactory evidence that the Goods proposed for delivery are in every respect what they are represented to be.

(b) The Bidder shall, upon request, submit evidence that will prove to the satisfaction of the Agency Chief Contracting Officer that it is qualified and able to furnish the Goods on which it bids and deliver them in the manner and time specified. It shall also furnish evidence that it has secured the necessary licenses, permits or certificates, required by any legislative or regulatory body having jurisdiction, to carry on the business of furnishing the Goods on which the bid was submitted.

(c) If the evidence required in paragraphs (a) and (b) of this sub-section is not furnished, or if, upon examination of such evidence or other inspection of the plant or premises, it is found that the Bidder does not comply with the requirements set forth in this Contract, the Agency Chief Contracting Officer shall have the right to reject the bid in whole or in part. Should the non-compliance be discovered after the award is made, the Agency Chief Contracting Officer shall have the right to cancel and terminate this Contract and/or declare the Seller in default, in addition to any other remedies provided

by contract or at law or equity.

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

3.2 Financial Qualifications.

(a) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the agency to ascertain bidder's responsibility and capability to perform the contract.

(b) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency Chief Contracting Officer may reject the bid.

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

4. SPECIFICATIONS AND SAMPLES

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

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

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

4.2 Unused Goods. Unless specifically noted in this Contract, all Goods must be new and unused, however, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein.

4.3 Submission of Samples, Pilot Models and Drawings. Samples and descriptive literature shall not be submitted unless expressly requested elsewhere in the contract or contract documents. Any unsolicited samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract. When samples, pilot models or drawings are requested from the Bidder or required by this Contract, they shall be delivered by the Bidder, properly identified, within fifteen (15) calendar days of the request unless this Contract indicates a different time. If the Bidder fails to deliver the same in a timely manner, the Agency Chief Contracting Officer shall have the right to deem the bid non-responsive or to cancel and terminate the contract.

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

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

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

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

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

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

5. AWARD

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

5.2 Mistake in Bids:

(a) Mistakes Discovered Before Bid Opening

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 5.8, below.

(b) Mistakes Discovered Before Award

1. In accordance with Chapter Three, Section 3-02(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(i) Minor Informalities. Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City.

(ii) Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.

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

(a) a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(b) the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

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

5.3 Rejection of Bids:

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

1. The bidder fails to furnish any of the information required pursuant to Division of Labor Services or Vendex requirements hereof; or if

2. The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if

3. The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if

4. The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive.

(b) Rejection of All Bids. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

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

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

5.5 Low Tie Bids.

(a) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(i) Award to a certified New York City small minority or woman-owned business entity bidder;

(ii) Award to a New York City bidder;

(iii) Award to a certified New York State small, minority or woman-owned business bidder;

(iv) Award to a New York State bidder.

(b) If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

5.6 Alternate Products. A Bidder may not bid multiple products for one bid item. If a Bidder offers more than one, only the lowest price offering will be considered. If the price offerings are identical, only the first item listed will be considered.

5.7 Waiving Informalities. The Agency Chief Contracting Officer reserves the right to waive any informality, technicalities, irregularities and omissions in a bid when the Agency Chief Contracting Officer deems such waiver to be in the interest of the City.

5.8 Pre-Opening Modification or Withdrawal of Bids. Bids may be modified or withdrawn by written notice received in the office designated in the contract for receipt of bids, before the time and date set for the bid opening. A telegraphic, mailgram or facsimile withdrawal shall be effective provided it was received in the manner set forth in Section 3-02(j) of the Procurement Policy Board Rules. If a bid is withdrawn in accordance with this section, the bid security, if any, shall be returned to the bidder.

5.9 Late Bids, Late Withdrawals and Late Modifications. Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

5.10 Bid Evaluation and Award. In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions contained herein, this contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price or award to other than the lowest responsible bidder pursuant to Section 3-02(o) of the PPB Rules. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

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

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

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

PART III
GENERAL CONDITIONS

1. PERFORMANCE

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

2. TIME OF PERFORMANCE

2.1 Extending Time of Performance. The Time of Performance may be extended in either of the following ways:

(a) If the performance of the Seller is delayed by an act or omission of the City, the Seller shall be allowed a reasonable extension in the Time of Performance, and no claim for the delay or damages resulting therefrom shall be made by or allowed to the Seller.

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

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

2.2 Application. Upon written application by the contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause. The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

2.3 Non-Waiver. The delivery and acceptance of any Goods after the Time of Performance shall not be deemed a waiver of the right of the Agency Chief Contracting Officer to terminate this Contract or to require the delivery of any undelivered Goods in accordance with this Contract or any other remedy whether contractual or otherwise stated in law or in equity.

3. TERMS AND CONDITIONS OF PERFORMANCE

3.1 Competent Workers. The Seller shall employ only competent workers in the performance of this Contract. The Seller's performance of this Contract, or of any other work, shall not cause or result in a suspension of, delay in, or strike upon the work to be performed hereunder by any of the trades working hereon or on any other contracts with the City. If, in the opinion of the Agency Chief Contracting Officer, the Seller violates such obligation, the Agency Chief Contracting Officer, in his/her sole discretion and at his/her option, may either demand that any incompetent workers be replaced and not again employed in the performance of this Contract, which demand shall be complied with by the Seller, or may, upon notification to the Seller, consider the Seller in default.

3.2 Unsatisfactory Performance. If, in the opinion of the Agency Chief Contracting Officer, either the Seller's performance is unsatisfactory or is not being carried out with due diligence, the Seller shall immediately remedy such performance. Failure of the Seller to so conform will be deemed a material breach of this Contract.

3.3 Substitution of Goods. In the event a specified manufacturer's commodity listed in the Seller's bid document becomes unavailable or cannot be supplied to the City by the Seller for any reason (except as provided for in 2.1(b) above) a product deemed by the Agency Chief Contracting Officer to be the equal of the specified commodity must be substituted by the Seller at no additional cost or expense to the City.

3.4 Purchase Order Binding When Mailed. Unless terminated or cancelled by the Agency Chief Contracting Officer pursuant to the authority vested in him/her, purchase orders

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

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

4. DELIVERY

4.1 Notice to Seller to Deliver. No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in this Contract. Such order or shipping instruction will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing. If an urgent delivery is required within a shorter period than the delivery time specified in this Contract and if the Seller is unable to comply therewith, the Agency Chief Contracting Officer reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Seller.

4.2 Delivery Time. Unless otherwise stipulated in this Contract, delivery shall be made between 9 a.m. and 4 p.m., Monday to Friday inclusive. However, on Goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Agency and the City's inspector shall govern. If, in calculating the number of days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than the next succeeding business day.

4.3 Seller's Advice of Manufacture or Delivery. The Seller shall notify the Agency at least twenty-four (24) hours in advance of delivery.

5. INSPECTION

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

5.2 Removal of Non-Conforming Goods. The Seller shall remove any non-conforming Goods or part thereof at Seller's own expense within a reasonable time not to exceed

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

5.3 No Obligation to Minimize Seller's Damage. The City shall be under no obligation to sell or resell any rejected Goods, whether perishable or non-perishable or whether or not such Goods are threatened to or do depreciate in value, in order to minimize the Seller's damages.

5.4 Costs of Additional Inspections. The Seller shall bear the reasonable cost of all further inspections required by reason of any rejection or revocation of acceptance.

5.5 Risk of Loss. Title and risk of loss shall not pass from the Seller to the City until the Goods have been received by the ordering Agency and accepted by the City. Mere acknowledgment by Agency personnel of the delivery or receipt of goods (as in a signed bill of lading) shall not be deemed or construed as acceptance of the Goods received. The Seller bears the risk of loss of all Goods until inspected and accepted; if acceptance is revoked the Seller bears the risk of loss thereafter.

5.6 Right to Cure. Any right of the Seller to "cure," as defined in the New York Uniform Commercial Code, shall be employed by the Seller within a reasonable time. Such reasonable time as determined by the Agency Chief Contracting Officer shall be conclusive on the Seller.

6. NON-DELIVERY AND REJECTIONS

6.1 Rejected Goods. The City may withhold or revoke acceptance of or reject any Goods which are found, upon examination, not to conform to the terms of this Contract. With respect to food and drugs, no written notice of rejection need be given, whereas in all other instances such notice will be in writing.

6.2 Labels. All Goods which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer. Failure to comply with this requirement may be considered sufficient cause for rejection.

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

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

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

6.4 Liquidated Damages - Delayed or Defaulted Deliveries.

(a) It is not the intention of the City to assess liquidated damages unless they are specifically provided for in this Contract.

(b) Where the "Cover" provision of subsection 6.5 hereinbelow is invoked, the liquidated damages will be assessed as provided therein and will be calculated from the original delivery due date to the date delivery is due from the new Seller.

6.5 Cover (Buying Against Contract).

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

(b) The reletting cost is hereby determined to be two hundred and fifty ($250) dollars.

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

7. PAYMENTS

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

7.2 Payments

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

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

(b) Payments will be made for the net number of conforming units accepted at the price bid per unit. Proper invoices, when submitted, will be payable within thirty (30) days after either receipt of invoice(s) or acceptance of the Goods, whichever date is later. When periodic deliveries are made during the month, such invoices will be payable within thirty (30) days after either the end of the month or the receipt of invoices or acceptance of the Goods, whichever date is latest.

(c) If public necessity requires the use of any Goods which are subsequently found not to comply with the specification requirements, and if no definite deductions are prescribed, the City will make such deductions as it shall determine to be reasonable.

(d) In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Agency Chief Contracting Officer. Should the amount withheld be finally paid, a cash discount for prompt payment originally offered may be taken by the City as if no delay in payment had occurred.

(e) Any claim by or on behalf of the City against the Seller may be deducted by the City from any money due the Seller. If no such deduction or only a partial deduction is made in such fashion the Seller shall pay to the City the amount of such claim or the portion of the claim still outstanding, on demand.

7.3 Prompt Payment

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

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

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

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

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

8. FINAL PAYMENT-ESTOPPEL

8.1 Acceptance by Seller is Release. Except for the Seller's right to claim any sums retained by the City under the maintenance or guarantee provisions of this Contract, the acceptance by the Seller, or any person claiming under Seller, of the final payment, whether such payment be made pursuant to any order or judgment of any Court or otherwise, shall constitute and operate as a release to the City from all claims of and liability to the Seller, its representatives or assigns for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, omission, neglect or default on the part of the City or any of its officers, agents or employees.

8.2 No Interest Allowed. No interest shall be allowed on the amount certified, or audited, by the City as the final payment or on any part thereof which the City is ready and willing to pay, except as provided in subsection 7.3 herein above.

8.3 City Not Estopped. Neither the City, nor any department, or officer or employee thereof, shall be precluded or estopped by any return or certificate made or given by any officer, inspector, employee, agent or appointee of the City, or under any provision of this Contract, from showing at any time, either before or after the complete performance and acceptance of the performance of this Contract and the last payment hereunder, the actual quantity and nature of the Goods delivered by the Seller, or any person under this Contract; or from showing at any time that any certificate upon which the payment is made for any or all of the Goods is untrue or incorrect, or improperly made in any particular, or that the Goods or any part thereof delivered by the Seller do not conform to this Contract. The City shall have the right to demand and recover from the Seller such damages as it may suffer by reason of Seller's failure to comply with this Contract notwithstanding any return or certificate and payment in accordance therewith, signed by any official of the City, and such right of the City shall include recovery for any payment made for any or all of the Goods delivered and accepted.

8.4 Statement of Claim. Seller, however, shall not be barred from commencing an action for breach of contract under this provision provided that a detailed and verified statement of claim is served upon the contracting agency and Comptroller not later than forty (40) days after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items. Should the provisions of this subsection conflict with those of Section 12, the provisions of Section 12 shall control.

9. MODIFICATION

9.1 Waiver. Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing by the City as required and attached to the original Contract.

9.2 Contract Changes. Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Vendors deviating from the requirements of an original purchase order or contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract.

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

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

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

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

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

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

9.4 Pricing.

A. The Contractor shall whenever requested by the Commissioner during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The contractor shall be required to keep its submission of cost and pricing data current until the contract has been completed.

B. The price of any change order, or contract modification subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

C. Time of Certification. The Contractor must certify that the cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.

D. Refusal to Submit Data. When any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.

E. If the City finds that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(a) The Contractor was a sole source supplier or otherwise in a superior bargaining position and thus the price of the Contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted;

(b) The City should have known that the cost or pricing data in issue were defective even though the contractor took no affirmative action to bring the character of the data to the attention of the City;

(c) The Contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

10. ASSIGNMENT

10.1 Written Consent Required. The Seller shall not assign, transfer, convey, sublet or in any other way dispose of this Contract or any part thereof, or assign any of the monies due or to become due under the Contract, without previous written consent of the Agency Chief Contracting Officer endorsed upon or attached to copies of this Contract. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

10.2 Contract Voidable. If the Seller shall, without the previous written consent of the Agency Chief Contracting Officer, assign, transfer, convey, sublet or otherwise dispose of this Contract to any person, firm or corporation, this Contract may be revoked and annulled and be held void at the sole discretion of the Agency Chief Contracting Officer, and the City shall thereupon be relieved and discharged from any and all liabilities and obligations to the Seller growing out of this Contract, and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Seller for the benefit of its creditors made pursuant to the statutes of the State of New York.

11. COMPLIANCE WITH LAWS AND INDEMNIFICATION

11.1 Compliance with Laws. The Seller shall comply with all local, State and Federal laws, and rules and regulations.

11.2 This Contract is subject to applicable provisions of Federal, State and Local Laws and Executive Orders requiring affirmative action and equal employment opportunity.

11.3 Safe Working Conditions. The Seller shall maintain safe working conditions during the performance of this Contract. Failure to maintain such conditions constitutes a breach of a material provision of this Contract.

11.4 Seller Indemnification. The Seller shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Seller and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Contract or of the laws. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Seller, the City shall be partially indemnified by the Seller to the fullest extent permitted by law.

12. PERIOD OF LIMITATION

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

13. INFRINGEMENT - VENDOR WARRANTY

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

14. AUDIT BY THE DEPARTMENT, AGENCY AND CITY

14.1 Invoices Subject to Audit. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the Department, Agency and the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

14.2 Submission of Records. The Seller shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Department, Agency and the Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department, Agency and the Comptroller as they consider necessary.

14.3 Final Payment. The Seller shall not be entitled to final payment under this Contract until all requirements have been satisfactorily met.

15. DEFAULT

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

other conditions of performance.

16. REGISTRATION OF CONTRACTS

16.1 Office of Comptroller. With the exception of a requirement contract, this Contract shall not be binding or of any force unless it has been registered on the books of the Office of the Comptroller, indicating that there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing this Contract.

16.2 Requirement Contract. All requirement contracts shall be registered with the Comptroller without an appropriation or identification of a fund applicable thereto.

17. COMMUNICATIONS

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

18. INCREASE OR REDUCTION OF QUANTITIES

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

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

19. APPROVALS AND CERTIFICATIONS

19.1 Approvals. This Contract shall be neither binding nor effective unless:

(a) Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975, in the event the Executive Order requires such approval;

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

19.2 Approvals Not in Lieu of Other Requirements.

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

20. ANTITRUST

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

21. SEVERABILITY AND HEADINGS

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

22. CONFLICT OF LAWS

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

23. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

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

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

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

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

(b) A summons in any action arising out of this Contract may issue from any Court of the State of New York having jurisdiction of the subject matter and service of the summons and complaint against the Seller, served as herein provided, shall be deemed personal service upon the Seller within the State of New York if a copy of each is sent by certified mail addressed to the Seller at the place stated in this Contract, or if such address has been changed pursuant to Section 18, to such changed address.

(c) Within thirty (30) days after the date of mailing, a copy of the summons and complaint shall be filed with the clerk of the Court in which the action is pending, along with the mailing receipt issued by the Post Office or the affidavit of any officer or employee of the City showing that the summons and complaint were mailed as herein provided. Service shall be complete ten (10) days after such papers are filed.

(d) With respect to any action between the City and the Seller in New York State Court, the Seller hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

(e) With respect to any action between the City and the Seller in Federal Court located in New York City, the Seller expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

(f) If the Seller commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Seller shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Seller shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in New York City.

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

24. EMERGENCY

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

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

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

25. VENDOR INTEGRITY

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

26. VENDOR GUARANTEE

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

27. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

28. FUND AVAILABILITY

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

29. ENTIRE AGREEMENT

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

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

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

PART IV
SPECIAL CONDITIONS

1. NONDISCRIMINATION

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

(a) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status, with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(b) will not discriminate in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status;

(c) will state in all solicitations or advertisements for employees placed by or on behalf of the Seller that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, affectional preference or citizenship status, or that it is an equal opportunity employer;

(d) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under Chapter 56 and E.O. 50 and the rules and regulations promulgated thereunder; and

(e) will furnish before the contract is awarded all information and reports, including an Employment Report, which are required by Chapter 56, E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("DLS"). Copies of all required reports are available upon request from the contracting agency; and

(f) will permit DLS to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) Seller understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

(i) disapproval of the Seller;

(ii) suspension or termination of all or parts of this Contract and/or of payments therefor;

(iii) declaring the Seller in default; or

(iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

(h) The Director of DLS may recommend to the contracting agency head that a seller who has repeatedly failed to comply with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder be declared nonresponsible.

(i) The Seller agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of $100,000 to which it becomes a party unless exempted by Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

(j) The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder.

1.2 New York Labor Law Section 220-e:

(a) In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Seller, subcontractor, nor any person acting on behalf of the Seller or subcontractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) Neither the Seller, subcontractor, nor any person acting on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex or national origin;

(c) There may be deducted from the amount payable to the Seller by the City under this Contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation

of the provisions of this Contract; and

(d) This Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this subsection of this Contract.

(e) The aforesaid provisions of this subsection covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

1.3 New York City Administrative Code Section 6-108:

(a) It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of Goods pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

(b) It shall be unlawful for any person or any servant, agent or employee of any person described in subdivision (a) above to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

(c) Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this Contract.

(d) Any person, or employee, manager or owner of or officer of a firm or corporation who shall violate any of the provisions of this subsection shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100) dollars or by imprisonment for not more than thirty (30) days, or both.

2. LABOR LAW REQUIREMENTS

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

(a) Section 6-109(a).

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

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

(ii) No part of the work, labor or services will be performed or rendered by the Seller in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection laws of the state in which the work is to be performed shall be prima facie evidence of compliance with this paragraph.

(iii) For any breach or violation of any of the representations and stipulations required in any Contract under the provisions of this subsection, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any such Contracts or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damages for any other breach of such Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of such Contract. In addition, the Department of Citywide Administrative Services or any other agency entering into such Contract shall have the right to cancel the Contract for any violation of this subsection and enter into other contracts for the completion of the original Contract, charging any additional cost to the original Seller. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages in violation of the provisions of this subsection shall be held in a special deposit account and shall be paid without interest, on order of the Executive Director for Economic Development, directly to the employees who have been paid less than minimum rates of pay as set forth in such Contracts and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Seller of the withholding or recovery of such sums by the City.

(b) Section 6-109(b).

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

2.2 Worker's Compensation Laws

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

3. INVESTIGATIONS

3.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

3.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

3.3 (a) The Agency Chief Contracting Officer or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach

for the failure of a person to testify.

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

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

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages in account of such cancellation or termination; monies lawfully due for Goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

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

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

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

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

(a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

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

4. TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS

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

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

5. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

5.1 The Seller agrees that neither the Seller nor any affiliate is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

5.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Seller or an affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.

5.3 The Seller shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

6. MACBRIDE PRINCIPLES PROVISIONS

ARTICLE I. MACBRIDE PRINCIPLES

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they 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. RESOLUTION OF DISPUTES

7.1 Except as provided in 7.1(a) and 7.1(b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board ("PPB Rules"). This procedure shall be the exclusive means of resolving any such disputes.

(a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

(b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor's work to the contract, and the acceptability and quality of the vendor's work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.

7.2 All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.

7.3 During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.

7.4 Presentation of Dispute to Agency Head.

(a) Notice of Dispute and Agency Response. The vendor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts,

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

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

(c) Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

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

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

(a) Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head, (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

(b) Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

(c) Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.

(d) Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 7.5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the

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

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

(a) the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

(b) the City Chief Procurement Officer ("CCPO") or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated , and

(c) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

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

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

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

(b) Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.

(c) Further Proceedings. The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on 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. VENDEX QUESTIONNAIRES

Pursuant to Administrative Code §6-116.2 and Section 2-08(e) of the Rules of the Procurement Policy Board (9 RCNY §2-08), bidders may be obligated to submit completed VENDEX questionnaires. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, VENDEX questionnaires must be completed and submitted by those bidders selected for award and reviewed by the Department of Investigation prior to award. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this contract.

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

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

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

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

(i) No further contract shall be awarded to that vendor;

(ii) The vendor shall be ineligible to bid or propose or otherwise be awarded a further contract; and

(iii) No payments shall be made to the vendor for performance on that contract unless authorized in writing by the City Chief Procurement Officer.

9. INSTALLATIONS

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

(a) No laborer, workman, or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

(1) The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or

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

9.2 Seller's Obligations.

(a) Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the required locations.

(b) Where the Invitation For Bids involves performance of services on City facilities, all bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.

(c) All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound.

(d) The Seller shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Seller, its employees, officers or agents.

(e) Work shall be performed so as to cause the least inconvenience to the City, and its Agencies and with proper consideration for the rights of other contractors or workers. The Seller shall promptly perform its work and shall coordinate its activities with those of other contractors.

(f) Installation shall include the furnishing of any equipment, rigging and materials required to install or replace the contract item in the proper location. If any alteration, dismantling or excavation, or the like is required to effect installation, the Seller shall thereafter promptly restore the structure or site to its original condition.

(g) Materials, equipment or supplies shall be stored at the site only with the approval of the using Agency and at the Seller's sole risk. In general, such on-site storage should be avoided to prevent possible damage to or loss of the material.

(h) The Seller shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

10. LAW INSERTED

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

11. BREACH OF CONTRACT

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

12. PROHIBITION ON PURCHASE OR USE OF TROPICAL HARDWOODS

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

PART V
AFFIRMATIONS

THE SELLER AFFIRMS AND DECLARES THAT:

1. NO OTHER PERSON INTERESTED.

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

2. CERTIFICATIONS

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

2.1 No Collusion. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2.2 Prices Not Disclosed. Unless otherwise required by law, the prices which have been

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

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

3. NO INTEREST BY CITY OFFICER OR EMPLOYEE.

No member of the Council, or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid or in the Goods for which this bid is submitted or in the performance of this Contract, or in any portion of the profits thereof.

4. COMPLIANCE WITH SECTION 6-109 OF ADMINISTRATIVE CODE

The Seller, as an individual, or as a member, partner, director or officer of the Bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that the Seller is not disqualified under the provisions of Section 6-109 of the Administrative Code for the award of this Contract and that should this bid be accepted by the City and this Contract awarded to it, it and its subcontractors engaged in the performance of this Contract: (i) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages; and (ii) have complied with the provisions of said Section 6-109 and said rules and regulations since their respective effective dates insofar as applicable to the Seller and to its subcontractors.

4.1 If there has been a breach or violation of the aforesaid Section 6-109 or of the aforesaid rules and regulations, the Seller must state the time, place and circumstances of such breach or violation on the bid form submitted.

4.2 In the event of breach or violation of any of the foregoing, the Seller may be subject to damages, liquidated or otherwise, and cancellation of this Contract in whole or in part.

5. NON-DISCRIMINATION

The Seller, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and this Contract awarded to it, it and its subcontractors engaged in the performance thereof (i) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the nondiscrimination provisions of Section 220-e of the New York State Labor Law; (ii) have complied with the provisions of the aforesaid laws since their respective effective dates; and (iii) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent

and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of this Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work, labor and services required to be furnished or rendered by the Seller have been finally accepted by the City.

6. NO PAYMENT OR GIFT

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