



**THE CITY OF NEW YORK
FIRE DEPARTMENT**

REQUEST FOR PROPOSALS

**FOR THE PROVISION OF:
REPRODUCTION AND CONVENIENCE COPIER SERVICES**

Procurement Identification No.: 057030001581

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AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact person for all matters concerning this Request for Proposals (RFP) is:

Name: Vito A. Pulito
Title: Contract Officer
Mailing Address: Fiscal Services/Contract Development
9 MetroTech Center, 5W-12K
Brooklyn, NY 11201
Telephone #: (718)-999-2590/1234
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SECTION I - TIMETABLE

A. **Release Date of This Request for Proposals:** **January 14, 2005**

B. **Pre-Proposal Conference:**

Date: **January 27, 2005**

Time: **10:30 A.M.**

Location: 9 MetroTech Center, 1st Floor Auditorium, Brooklyn,
New York 11201

C. **Proposal Due Date and Time and Location:**

Date: **February 15, 2005**

Time: **4:00 P.M.**

Location: Proposals shall be submitted to the attention of Vito A. Pulito, Contract Officer at the New York City Fire Department, 9 MetroTech Center 5th Floor, Room 5W-12K, Brooklyn, New York 11201.

Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules. E-mailed or faxed proposals will not be accepted by this agency.

The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP, which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time, prescribed above shall remain in effect.

D. **Anticipated Contract Start Date:** **July 1, 2005**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Fire Department is seeking one appropriately qualified vendors to provide Reproduction and Convenience Copier Services at FDNY Headquarters to support the needs of the Agency.

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be from the date of the written notice to proceed until the expiration of six (6) consecutive years unless otherwise terminated, cancelled, abrogated, or amended in accordance with the terms of the Agreement.

C. Anticipated Payment Structure

It is anticipated that the payment structure of the contract(s) awarded from this RFP will be based on an all-inclusive fixed monthly fees in combination with performance outcome measures and related financial incentives and/or disincentives. The fully burdened fees shall include but not be limited to all payroll, statutory Contractor payments such as Social Security and Worker' Compensation, fringe benefits, Contractor overhead and expenses, travel time, and Contractor profit necessary to complete the services pursuant to the terms of the subsequent Agreement. The fees shall be fixed for the term of the Agreement and shall not be subject to increases, markups, or cost of living increases.

SECTION III - SCOPE OF SERVICES

A. Fire Department Goals and Objectives

The Fire Department's goals and objectives of this solicitation is to obtain high quality, timely reproduction services at the Agency headquarters.

B. Fire Department Assumptions Regarding Contractor Approach

The Fire Department's assumptions regarding which approach will best achieve the goals and objectives of providing Reproduction and Convenience Copier Services are:

The Contractor shall furnish convenience copiers, and operate a Reproduction Center at FDNY Headquarters, as follows:

1. Reproduction Center

a. General:

- i. The Contractor shall staff and equip a Reproduction Center at FDNY Headquarters able to receive Reproduction Center service requests ten (10) hours per day, from 7 AM to 6 PM, Monday through Friday, excluding City Holidays.
- ii. The Reproduction Center shall have the capability of receiving and processing assignments forwarded to the Reproduction Center by direct delivery, messenger service, or by FDNY e-mail. During non-receiving hours, the Contractor shall provide a drop-off slot and e-mail address where work orders shall be processed the following workday.
- iii. The reproduction equipment shall have editable internal memory and the capability of utilizing disks to produce documents. The Contractor's computer system shall interface with the Fire Department's existing Novell Local Area Network as well as with future Department system enhancements.

b. Delivery and Installation:

The Contractor shall set-up and install the reproduction equipment necessary to provide the requirements detailed below within thirty (30) days after receipt of notice to proceed from the Department. The Contractor shall be responsible for all set-up costs.

c. Types of Service:

The Contractor shall provide all services necessary to operate the Reproduction Center as a full-service reprographic facility, including but not limited to those set forth below:

1. Reprographics: Furnish black and white and color reprographic services, using all sizes and types of paper and envelopes. Upon request, the Reproduction Center shall convert the actual document to be reproduced

to either a compact disk (CD), floppy disk or as a Department e-mail attachment.

2. Binding Services: Furnish three-hole punching with metal fasteners, spiral binding, tape binding, stitch binding, laminating, velo binding, and stapling. The laminators shall be 48 inches wide.
3. Digital Capabilities: The Reproduction Center shall adjust page formats as necessary to reduce type size and fix margins for three-hole punching. The Contractor shall create a database of all job orders submitted, and store them electronically to allow the Department the ability to retrieve and edit them on an as needed basis.
4. Impressions: Provide black and white and all color documents including, but not limited to business cards, letterheads, envelopes, postcards, certificates and other impressions. Note: Certain documents such as letterheads and envelopes shall be produced in a manner that will allow usage in high temperature laser printers without any degradation of the printed areas.
5. Carbon and Carbonless Forms: Provide forms with perforations, alphanumeric numbering and various page sequences.
6. In House Publications: Design, produce, and print in-house publications, including creative services.
7. Large Format Copier: Provide large format coping for engineering drawings with the capability to make 48 inch wide copies, in both color and black and white. Accept electronically transferred files, make the copies, and store the files for future use.

d. Time Requirements for Completion of Work Orders:

- i. The Contractor shall complete work orders received on an "on-demand" basis within a twenty-four (24), forty-eight (48), or seventy-two (72) hour schedule. At a minimum, the Contractor shall complete one third (1/3) of all daily assignments within the twenty-four (24) hour time frame, one third (1/3) of all daily assignments within the forty-eight (48) hour time frame, and one third (1/3) of all daily assignments within the seventy-two (72) hour timeframe. The Department Representative assigned to the Reproduction Center shall determine the priority of the submitted work orders.
- ii. The Department reserves the right to request twenty-five (25) percent of a daily assignment to be expedited. The Contractor shall complete an expedited request within two (2) hours from submission. The Contractor shall only expedite work with written approval from the Department Representative.
- iii. The Contractor shall make arrangements, if on site equipment required for work orders are running at full capacity, to accommodate this overflow off-site, at the

same in house cost to the Fire Department, in order to meet job completion deadlines.

e. Paper, Supplies and Consumables:

The Contractor shall provide all paper supplies and consumables, including but not limited to all paper sizes, types, and colors, binding materials, business cards, posts cards, certificates, paper rolls for the large format copier, as utilized in the Reproduction Center. *See Attachment C for Reproduction Services Paper Usage and Forecast.*

f. Lost or Damaged Documents:

The Contractor shall reimburse the Fire Department for any expenditure incurred in recreating documents lost or damaged by the Contractor.

g. Back-up Facilities:

The Contractor shall provide have access to back-up facilities to support the Reproduction Center in the event of any contingency that may prevent or mitigate the ability of the Contractor to conform with the requirement of this solicitation. Such contingencies may include but not be limited to: equipment failure, fire, inability to access the facility, lack of personnel support, or for any contingencies that may occur.

h. Telephone Inquiry Line

The Contractor shall establish a telephone inquiry service line upon project initiation to handle inquiries, service calls, and other requests. The inquiry-line will be maintained and during the hours of the Reproduction Center operation. Calls from the Department to the inquiry-line will be handled by the Contractor who will attempt to resolve the problems. The Contractor shall track all problems and the information shall be furnished to the Department Project Manager on an as- needed basis.

i. Reports:

1. The Contractor shall provide a computer generated work order tracking system for all requests sent to the Reproduction Center. The report shall include but not be limited to the following information:
 - a. the date the work was received and scheduled date of completion;
 - b. the total number of copies made, the type of copies made, and the date work was completed.
2. The reports shall be generated in a version of MS Access, MS Excel software or other software capable of integrating with Windows NT and the Department's existing LAN. If the FDNY does not have a license to the Contractor proposed software, then the Contractor shall furnish such license to the FDNY at no additional charge. The Contractor shall provide the Department Representative

with a weekly copy of the tracking report. The report shall have week ending totals as well as year to date totals.

3. The Contractor shall deliver all such reports, data and files developed under this Agreement in an electronic format (CD, floppy disk, or inter/intranet) when requested by the Department.

2. New Convenience Copiers

1. The Contractor shall supply and maintain all convenience copiers at the FDNY Headquarters. The Contractor shall furnish unlimited convenience copier clics, consumables, and all white paper in the sizes of 8½ inches x 11 inches, 8½ x 14 inches, and 11 inches x 17 inches.
2. Types of Convenience Copiers. The Contractor shall furnish and install forty (40) **new**, state-of-the art, digital convenience copiers at FDNY Headquarters, consisting of:
 - i. Thirty-four (34) medium volume copiers with a minimum Gross Monthly Volume of 20,000 copies and an operating rate of forty-five (45) pages per minute, and;
 - ii. Six (6) large volume copiers with a minimum Gross Monthly Volume of 40,000 copies and an operating rate of sixty (60) pages per minute.
- c. The copiers shall be installed upon contract commencement. All convenience copiers provided by the Contractor shall be **new (reconditioned is not acceptable)**, and manufactured to the latest available technology at the time of contract award.
- d. The Contractor shall replace the convenience copiers with new copiers of equivalent capacity and of the latest technology, at the earlier of:
 - i. three (3) years from the date of installation of each convenience copier, or
 - ii. upon reaching a volume of 720,000 clics for each of the medium volume copiers, or 1,440,000 clics for each of the large volume copiers, whichever shall occur first.
- e. Convenience copiers shall be installed at Department designated locations within FDNY Headquarters.
- f. At the sole option of the Department, the Contractor shall provide network ready convenience copiers with fax, scan, and network printing capabilities. The printers must be capable of standard networking protocols such as TCP/IP, and HTTP. With over 1200 Desktop computers in FDNY headquarters, the contractor shall propose a method of desktop printing with minimal or no software installation on the individual desktops. All FDNY desktops use TCP/IP and have a minimum of Microsoft IE5

installed. The Department would prefer a method of web based printer submission without the need for the installation of any new drivers on the individual desktops.

i. DESCRIPTION OF CURRENT HARDWARE AND SOFTWARE PLATFORMS

1. Overview of FDNY's Computer Environment

FDNY operates a Novell Netware 4.12 Local Area Network ("LAN") with users in both 9 and 11 MetroTech Center. The Ethernet infrastructure carries both IPX/SPX and TCP/IP protocols.

2. LAN Description

The LAN infrastructure consists of a collapsed backbone originating in the data center on the Sixth floor of 9 MetroTech Center. The cable plant runs dual fiber paths vertically to each of the eight (8) floors in the building. The fiber originates in the sixth (6th) floor data center and is connected to 100 MB/sec Cabletron Ethernet switches. All horizontal runs on each floor are UTP category 5 cable. All runs originate in LAN closet on each floor and are either 10 MB/sec or 100 MB/sec.

The LAN at 9 MetroTech Center and the LAN at 11 MetroTech Center are connected by a T-1 class line. LAN located at 9 MetroTech Center has a class C private TCP/IP addressing scheme of the form 10.30. LAN located at 11 MetroTech Center has a class C private TCP/IP addressing scheme of the form 172.19.

3. IP Addressing, Intranet and Internet Browsing

Static IP addresses are assigned to some file and print servers. Two (2) DHCP servers dynamically allocate IP addresses to workstations throughout LAN. IP addresses are used for e-mail on a GroupWise 5.5 server.

Intranet development and user access is supported on a SUN model axe running the SOLARIS Operating System and the APACHE web server. Access to the FDNY intranet and the internet is accomplished using Microsoft Internet Explorer Communication is by dial-up 56Kbps modems through a CISCO TAC/ACS authentication server. Intranet browsing and client server access to ORACLE databases are performed through IP addresses. IPX is utilized to access Novell file servers and network printing. Internet browsing is limited to users on an as-needed basis and is controlled by a Novell Border Manager (proxy) server. Web page

development is with J2EE, Java Server Pages, Enterprise Java Beans and Java Servlets.

4. Workstations

Workstations at FDNY headquarters range from Pentium 200 MHz to Pentium III 933 MHz PCs running Microsoft Windows NT 4.0 SP5 and SP6a. Field workstations range from P-II 200 to P-III 800 PCs and operate MS Windows 98 SE.

3. Optional Document Management System

At the sole option of the Fire Department, the contractor shall provide a secure document management system, which is capable of workflow management including the capturing, managing, storing and sharing information among LAN users. All information captured shall be digitally archived and indexed and shall be easily accessible by the end-users. Various levels of security access should also be built into the system. The Contractor shall provide development services, licensing, training, installation, on going technical support, documentation, and maintenance.

4. Preventative Maintenance

- a. The Contractor shall monitor the performance of all convenience copiers with the goal of maintaining 100% "up time". The monitoring shall consist of a daily review of the operational capabilities of all convenience copiers.
- b. The Contractor shall perform preventative maintenance on convenience copier equipment on a mutually agreeable, regularly scheduled basis and during Department working hours. Preventative maintenance shall include, but not be limited to: supplying all consumables, adding toner, restocking paper trays, fixing paper jams, cleaning the copying surface, and all other tasks necessary to maintain machines in a fully operational capacity.

5. Convenience Copier Training

The Contractor shall provide training on an "as needed" basis on the use and operation of convenience copiers, at a mutually agreed time, to all Department employees working at FDNY Headquarters. At the training sessions, the Contractor shall distribute brochures detailing services provided at the Reproduction Facilities, convenience copier instructions for use, instructions of minor repair work for convenience copiers, location of the help desk, the help desk phone number, and a list of the Contractor employees.

6. Convenience Copier Reports

The Contractor shall develop a weekly, computer-generated report to track the convenience copier volume and repair history. The report shall include but not be limited to: total volume per machine (week ending), the last service date of machine, type of repair, amount of paper used, and all year to date volume totals.

7. General Maintenance, Repair and Service

- a. General Maintenance and Repair Service is defined as consisting of all necessary adjustments and repairs to return the equipment to complete working order in accordance with the manufacturer's specifications.
- b. The Contractor shall provide all repairs and maintenance necessary to keep all equipment, operating at full-featured, rated capacity. The Contractor shall guarantee a maximum response time of three (3) hours from the placement of the service call and completion of all repairs within one (1) business day from such notification, or temporary replacement equipment shall be provided within such time.
- c. The Contractor shall maintain an on-site parts depot to minimize "the down time" of the equipment, and bring the machines back to a fully operational condition. Equipment shall be considered in downtime whenever any feature is non-operational.
- d. The Contractor shall stock and perform preventative maintenance on convenience copiers on a daily basis during Department working hours. Stocking and preventative maintenance shall include: adding toner, restocking paper trays, fixing paper jams, cleaning the copying surface, and all other tasks necessary to maintain machines in a fully operational condition.

8. Quality Control

The Contractor shall develop a weekly, computer-generated report to track the convenience copier volume and repair history. The report shall include but not be limited to: total volume per machine (week ending), the last service date of machine, type of repair, amount of paper used, and all year to date volume totals.

The Contractor shall establish a complete quality control program to assure the requirements of this Agreement are provided as specified herein. The program shall include but not be limited to the following:

1. An inspection system covering all services furnished by the Contractor;
2. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and the FDNY identifies the deficiencies.

D. Fire Department Assumptions Regarding Performance-Based Payment Structures

The Fire Department's assumptions regarding which performance outcome measures and related financial incentives and/or disincentives will best assure that the selected proposer(s) will perform the work under the contract(s) awarded from this RFP in a manner that is cost effective for the Fire Department and most likely to achieve the Fire Department's goals and objectives are:

1. Liquidated Damages for Start-Up: The contractor would be subject to liquidated damages for failure to start the Reproduction Services and Convenience Copier Services within the time frames established herein.

2. Liquidated Damages During the Term of the Contract

- i. If the Contractor fails to have Reproduction and Convenience Copier Program operating within thirty (30) days from the date of notice to proceed, then the Contractor shall be subject to fixed and liquidated damages of five hundred dollars (\$500.00) per calendar for each day late.
- ii. If the Contractor fails to provide the services as delineated in this RFP, then the Contractor shall be subject to fixed and liquidated damages assessed at the following rates for each hour, or portion thereof, as applicable:

a. Failure to provide completed expedited work orders within the time frames established in the scope of work:

Year 1:	\$100.00 per hour
Year 2:	\$125.00 per hour
Year 3:	\$150.00 per hour
Year 4:	\$175.00 per hour
Year 5:	\$200.00 per hour
Year 6:	\$225.00 per hour

b. Failure to provide non-expedited work orders within the time frames established in the scope of work:

Year 1:	\$ 50.00 per hour
Year 2:	\$ 75.00 per hour
Year 3:	\$100.00 per hour
Year 4:	\$125.00 per hour
Year 5:	\$150.00 per hour
Year 6:	\$175.00 per hour

c. Failure to provide preventive maintenance or repair services within the time frames required herein:

Year 1:	\$25.00 per hour
Year 2:	\$30.00 per hour
Year 3:	\$35.00 per hour
Year 4:	\$40.00 per hour
Year 5:	\$45.00 per hour
Year 6:	\$50.00 per hour

3. If the downtime for any convenience copier requires a Contractor response of a maximum of nine (9) service calls within any period of ninety (90) consecutive calendar days, then at the sole option of the Fire Department, the Contractor shall replace the

convenience copier with a new copier of equivalent capacity and technology. The Contractor would replace the copier within fourteen (14) calendar days from the date of notification from the Fire Department.

SECTION IV – FORMAT, CONTENT AND SUBMISSION OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed double-spaced on both sides of 8 1/2" x 11" paper. Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. **Proposal Cover Letter**

The Proposal Cover Letter form (Attachment A) transmits the proposer's Proposal Package to the Agency. The Proposal Cover Letter must be signed by an official authorized to bind the proposer. The Proposal Cover Letter should also include the name, title, and telephone number of individuals with the authority to negotiate and contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

2. **Technical Proposal**

Table of Contents: Provide a table of contents for the materials contained in the proposal.

Financial Information: Attach a copy of the latest annual financial report, audit report, or most recent federal tax return with all schedules and sub-schedules.

Summary: Provide a detailed statement of the important features of the proposal, including the proposed approach and qualifications of the proposed project team.

Statement of Problem: State the proposer's understanding of the issues and tasks of the project.

Qualifications and Experience:

1. Demonstrate the proposer's relevant experience, background, and knowledge, both for the firm as a whole, for each key staff person and, if applicable, each subcontractor the proposer intends to assign to the effort required for the proposed services.
2. Provide a resume and/or qualifications for each proposed key staff person.
3. Provide a synopsis of the scope of any similar project(s) conducted by the firm as a whole and/or in which proposed key personnel participated.

4. State whether or not the proposer has had any other prior or present N.Y.C contracts. If so, provide the name, address, contact and telephone number of the contracting agency, a brief summary of the nature of the contract and the approximate dollar value.
5. Provide the name, address, contact and telephone number of all subscribers to similar contracting services. If possible, list clients within the New York metropolitan area.

Vendor Responsibility: State whether or not there are any pending legal proceedings to which the proposer and any of its subsidiaries are a party to, of which any of their property is subject and any proceedings known to be contemplated by governmental authorities. If so, describe the nature and circumstances of the pending proceeding in detail.

Project Methodology: Present a **DETAILED** description of the methodology to be used by the proposer in accomplishing the tasks described in the Scope of Services. Specifically address the following:

1. Describe the proposer's solution and demonstrate that it will effectively meet the goals and objectives set forth in this RFP.
2. Describe and demonstrate the effectiveness of the proposer's plan for managing and implementing this project.
3. Describe the proposed reproduction equipment.
4. Describe the proposed convenience copying equipment.
5. Describe the optional network ready convenience copying equipment.
6. Describe the features of the optional document management system including but not limited to development, operation, support, licensing, training, and maintenance services. Indicate whether the document management system is developed or dedicated to a specific copier system, or has the capability to operate on other copiers or systems.
7. Provide a project description including tasks and proposed time frames for the start up of the operation.
8. Provide a projection of how this project will effect the proposer's current workload and standby capability. Specifically cite any on going jobs, and demonstrate that they would not impact the proposer's capability to successfully implement this project.
8. Provide a statement affirming the proposer's availability in the NYC area and for all aspects of service required herein.

9. Describe the procurement procedures the proposer will utilize to obtain equipment, spare parts and tools.
10. Describe and demonstrate the effectiveness of the methods of quality control the proposer will utilize.

Proposer Exceptions: Define any exceptions taken to the requirements of the RFP, including general provisions for Service Contracts. The exceptions would be included in a separate section of the Technical Proposal and clearly identified as such.

B. Price Proposal

Note to Proposers: All documents and reports required for this RFP, including but not limited to reports, service reviews, cost estimates, distribution reports, QC reports, price proposals would be provided at no additional cost to the Fire Department.

Submit a price proposal in the following applicable format:

1. Reproduction Services

Furnish an all-inclusive fixed monthly fixed fee for the Reproduction Program Services, which includes, but is not limited to: the operation and management of a Reproduction Center at FDNY Headquarters, the provision of thirty-one million (31,000,000) copies/impressions (not clics) each year as allocated in the following table, in an amount not to exceed:

<u>Year</u>	<u>Black and White</u>	<u>Color</u>
1	26,000,000	5,000,000
2	26,000,000	5,000,000
3	25,500,000	5,500,000
4	25,500,000	5,500,000
5	25,000,000	6,000,000
6	25,000,000	6,000,000

development and reproduction of in-house publications, maintenance of a computerized tracking system, performance of all repairs and maintenance to equipment, equipment installations, all parts and materials used to fulfill maintenance and repair services, all consumables (except paper and paper products), developing all required reports.

2. Standalone Digital Convenience Copiers Services

Furnish an all-inclusive monthly fixed fee for the provision of **new, (not reconditioned, used, or newly manufactured)**, standalone digital convenience copiers, which includes but is not limited to: provision, maintenance and management of forty (40) new digital convenience copiers at FDNY Headquarters of the types and volumes specified herein, toner and cartridges, restocking paper trays, unlimited convenience copier clics, fixing paper jams, cleaning the copying surface, and all other tasks necessary to maintain machines in a fully operational capacity, training all

Department employees working at FDNY Headquarters, providing monthly volume and service reports, and replacement of the copiers at the specified cycles.

3. **Paper and Paper Products**

- a. Furnish an all-inclusive monthly fixed fee for all paper and paper products for 31,000,000 copies from the reproduction center and unlimited paper supply for the convenience copiers. Such monthly fees shall include but not be limited to all sizes, types and colors of paper, all types of envelopes, binding materials, business cards, and letterheads.
- b. The monthly fee shall be adjusted to reflect any increases or decreases in the Producer Price Index (PPI) established by the United States Bureau of Labor Statistics. For the duration of the agreement, the PPI in effect shall be adjusted once each year, predicated on the base period commencing on the date of Notice to Proceed. The Fire Department shall determine the annual PPI rate increase or decrease in the following manner:
- c. The Fire Department divides the current year PPI in effect on the anniversary of the contract by the PPI in effect on the Notice to Proceed base period (example: July, 2006 divided by a potential base period of July 2005). This PPI factor rate is multiplied by the fixed fee contained in the Price Schedule.
- d. The adjusted monthly fee shall remain fixed for a period of one (1) year from the date of adjustment, and shall not be subject to any increases or multipliers. On each contract anniversary thereafter, the monthly fee rate shall be adjusted as described herein. The adjustment will be based on the Producer Price Index shown below:

Series ID: WPU091301

Item: Writing and printing papers

5. **Optional Reproduction Staff Services**

Provide an all-inclusive fixed hourly rate for reproduction staff services. Such hourly rate shall be for the services provided outside of the regular services window hours as specified in this solicitation.

6. **Optional Reproduction Center Services (copies in excess of 31,000,000 per contract year)**

Provide an all – inclusive fixed unit price per copy for copies/impressions in excess of the amounts as listed in Section IV (B)(1) per contract year (not clics), for reproduction center services.

7. **Optional Network Ready Convenience Copier Services**

Provide an all-inclusive monthly fixed fee for the provision of **new, (not reconditioned, used, or newly manufactured)**, network ready convenience copiers with the ability to fax, scan, and network printing. The fixed fee shall include but is not limited to: provision, maintenance and management of forty (40) new convenience copiers at FDNY Headquarters of the types and volumes specified herein, installation and integration to the existing FDNY networking system, toner and cartridges, unlimited convenience copier clics, restocking paper trays, fixing paper jams, cleaning the copying surface, and all other tasks necessary to maintain machines in a fully

operational capacity, training all Department employees working at FDNY Headquarters, providing monthly volume and service reports, and replacement of the copiers at the specified cycles.

8. Optional Document Management System

Provide a single total fixed price offering for all software, hardware, services, consultant services, training, installation, documentation and maintenance required in conjunction with the provision a document management system, and update and upgrades.

9. General Conditions

- i. All fees shall be fully burdened and shall include but not be limited to all management, supervision, labor, material, supplies, consumables, repair parts, and equipment necessary to provide the applicable services. The fully burdened fees shall include but not be limited to all payroll, statutory Contractor payments such as Social Security and Worker' Compensation, fringe benefits, Contractor overhead and expenses, travel time, and Contractor profit necessary to complete the services pursuant to the terms of the subsequent Agreement.
- ii. The Department reserves the right to increase or decrease the quantities according to the requirements of the Department at any time during the Agreement. The Department will not be required to order any quantity of items or services, nor shall it be limited to the amounts estimated to be required by the Department to fulfill its needs.
- iii. The Contractor shall not charge the Department for attending status meetings, conferences, consultation meetings or any other meetings, and will not invoice for attendant expenses incurred during such travel, food or lodging. The Department will not pay for travel time to or from its facilities.
- iv. All reports required for this RFP, including but not limited to reports, manuals, meeting summaries, distribution reports, QC reports, price proposals shall be provided at no additional cost to the Fire Department.
- v. The Contractor shall whenever required during the Agreement, submit pricing data and certify that the pricing data submitted are accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of pricing data current until the Agreement has been completed. If the Contractor refuses to submit the required data to support price, the ACCO shall not accept the price.
- vi. The Department reserves the right to change or modify the location of the Reproduction Facility to meet the needs of the Department at no additional cost to the Department.
- vii. The prices shall remain fixed for the duration of the contract and shall not be subject to any additions, mark-ups, percentage multipliers, or cost of living increases, except as provided herein.

C. Proposal Supplement

1. **Acknowledgment of Addenda**

This form serves as the respondent's acknowledgment of the receipt of Addenda, which may have been distributed by the FDNY prior to the proposal due date and time.

2. **Affirmation of Taxes Paid**

Note: **Vendex Business Entity and Principal Questionnaires and the Supply and Service Employment Report** shall be submitted by the successful Contractor when notified and prior to registration.

D. Proposal Submission

For **each** service option proposed, separately submit by the due date and time prescribed in this RFP, one (1) original and fifteen (15) copies of the Proposal Letter and Technical Proposal in a sealed envelopes, one (1) original and two (2) copies of the Price Proposal in a second separate sealed envelope and one original of the Proposal Supplement in the first sealed envelope. A single outer envelope should enclose the two sealed inner envelopes.

E. Proposal Delivery

Each proposal package must be received by no later than 4:00 PM on February 15, 2005 at the following address:

Fire Department of the City of New York
9 MetroTech Center, 5W-1K
Brooklyn, N.Y., 11201
Attention: Vito Pulito
Contracting Officer

To prevent opening by unauthorized individuals, the three inner sealed envelopes shall be identified as follows:

- | | |
|-------------|---|
| ENVELOPE #1 | TECHNICAL PROPOSAL FOR REPRODUCTION AND CONVENIENCE COPIER SERVICES WITH PROPOSAL SUPPLEMENTS.
CONFIDENTIAL |
| ENVELOPE #2 | PRICE PROPOSAL FOR REPRODUCTION AND CONVENIENCE COPIER SERVICES.
CONFIDENTIAL |

The outer sealed envelope of each proposal package enclosing the three sealed inner envelopes should be labeled as follows:

- The proposer's name and address, the Title and PIN # of this RFP and the name and telephone number of the Proposer's Contact Person.
- The name, title and address of the Authorized Agency Contact Person.

All proposals received in Room 5W-12-K will be time stamped and issued a receipt by the Contract Development Unit. Only Contract Development Unit receipts and time stamps will be accepted as proof of delivery; U.S. mail or messenger delivery receipts will not be accepted. A copy of the Contract Development Unit receipt will be attached to the proposal package and a duplicate provided to the messenger, if hand delivered.

The proposer is responsible for timely delivery of the proposal package to Room 5W-12-K. The Fire Department is not responsible for any delays in delivery of the proposal. This includes, but is not limited to, delays due to outside mail, delivery, and messenger services; internal security delays; transportation delays; or delays due to Fire Department internal mail distribution services.

Proposers are advised that on occasion security delays at the building entrance can exceed one (1) hour. Proposers delivering the proposals shall be in possession of valid identification that will be retained at the security desk until the proposer exits the building. This identification can be a driver's license, passport, employee ID card, credit card, bankcard, or immigration card (green card).

Proposers utilizing overnight delivery services should note that packages are delivered directly to the Fire Department mailroom for distribution by internal mail distribution personnel. Packages that are received in the mailroom in the late afternoon may not be distributed until the following day; therefore, if overnight services are utilized, proposers should allow at least two (2) business days for delivery.

Any proposal received in Room 5W-12-K of the Contract Development Unit after the time and date set for receipt of proposals is late and may be accepted only in the manner set forth in Section 3-03(f)(5) of the Procurement Policy Board Rules. Late proposals that are not accepted by the Fire Department in this manner will be promptly returned to the proposer unopened.

SECTION V – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Selection Process

All proposals accepted by the Fire Department will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined to be non-responsive will be rejected. The Fire Department's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Fire Department reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals

received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 30%
- Demonstrated level of organizational capability. 10%
- Quality of proposed approach. 60%

After completion of the technical evaluations, the Evaluation Committee may require oral presentations from qualified proposers for further evaluation. Based on those presentations, the Evaluation Committee may amend their initial technical scores.

C. Basis for Contract Award

A contract will be awarded to the responsible proposer(s) whose proposal is/are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria that are set forth in this RFP.

D. Contract Negotiations

The selected proposer(s) will be invited to negotiate a contract with the City. The contents of the selected proposal, the General Provisions for Service Contracts, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with and made part of the final contract as developed by the Fire Department. Should negotiations fail to result in a signed contract within 45 days, the Fire Department reserves the right to terminate negotiations and select the proposer whose proposal is determined to be the next most advantageous to the City. The successful Contractor shall not disclose nor use any information contained in or received about this RFP or resulting contract without approval of the Fire Commissioner.

SECTION VI – GENERAL INFORMATION TO PROPOSERS

- A. Complaints:** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, N.Y. 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
- B. Overall Provisions:** This Request for Proposals and the resulting contract award(s), if any unless otherwise stated, are subject to all applicable provisions of the New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.
- C. General Contract Provisions:** Contracts shall be subject to New York City's General Contract Provisions, a copy of which is available through the Authorized Agency Contact Person.
- D. Contract Award:** Contract award is subject to each of the following applicable conditions: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office, submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprise program and its implementation rules.
- E. Proposer Appeal Rights:** Pursuant to New York City's Procurement Policy Board Rules; proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.
- F. Multi-Year Contracts:** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The agency will notify the contractor as soon, as is practicable that the funds are, or are not available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in this contract.
- G. Prompt Payment Policy:** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.
- H. Prices Irrevocable:** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the agency prior to contract award but after the expiration of ninety (90) days after the opening of proposals. This shall not limit the discretion of the agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- I. Confidential, Proprietary Information or Trade Secrets:** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.
- J. RFP Postponement/Cancellation:** The agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- K. Proposer Costs:** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- L. Charter Section 312(a) Certification:**
The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

Agency Chief Contracting Officer, NYC Fire Department

Date

ATTACHMENT A
PROPOSAL COVER LETTER

RFP TITLE: _____

PIN #: _____

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

Proposer's Authorized Representative:

This is to certify that this proposal is a contractor offer.

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT B

SPECIAL CONTRACT TERMS AND CONDITIONS

- **“Agency Chief Contracting Officer”** means the person delegated authority by the Fire Commissioner to organize and supervise the procurement activity of the Fire Department.
- **“City Holidays”** means New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving, and Christmas.
- **“Clic”** means the term used to describe a one-sided copy or one page impression.
- **“Convenience Copiers”** means the photocopier machines available on each floor for use by Department personnel.
- **“Department Representative”** means the Fire Department Project Manager, Facility Manager, Company Officer, or other Department representatives designated by the Fire Commissioner.
- **“FDNY Headquarters”** means the Department’s headquarters, located at 9 MetroTech Center, Brooklyn, NY 11201-3853.
- **“Licensed Premises”** means the premises licensed by the Department for use as a Reproduction Center.
- **“Operational Copiers”** means all copier machines located in the Reproduction Center, which are to be used exclusively by Contractor personnel.
- **“Project Manager”** means the Department employee responsible for supervising the Department’s Reproduction Program.
- **“Reproduction Center”** means the premises at FDNY Headquarters licensed by the Department to the Contractor for use in the provision of reprographic services pursuant to this Agreement.
- **“Reproduction Facilities”** means the Reproduction Center and any outside Contractor facilities, including back-up facilities.

License for Use of Department Premises

1. The Licensed Premises

For the term of an Agreement, only, pursuant to an award from this solicitation, the Department will grant to the Contractor a license to enter upon, occupy and use the following premises at FDNY Headquarters for the purpose of operating and managing the Reproduction Program, as applicable:

Room 4S-22 as the Reproduction Center

2. The use and occupancy of the Licensed Premises shall be subject to such terms and conditions of the lease dated July 24, 1996, between The City of New York, acting by and through the Department, and FC Flatbush Associates, L.P., granting the Department the use and occupancy of the FDNY Headquarters. The Department warrants that the Contractor's use and occupancy of the Licensed Premises for the purpose of the Agreement is permitted by the terms and conditions of said lease. The Contractor does not assume, and shall have no liability or obligation with respect to, any covenant or obligation under said lease, except to the extent that the Contractor's use and occupancy of the Licensed Premises violates any provision of said lease.
3. The Department shall have the unrestricted right to enter upon or into any portion of the Licensed Premises, without notice to the Contractor, for the purpose of inspecting the premises or Contractor's operations or other lawful purpose. Such Federal, State and City agencies and officials as may have jurisdiction to inspect the Licensed Premises or the Contractor's operations shall have the right to enter upon the Licensed Premises for such purpose or other lawful purpose.
7. The Department shall provide the Contractor with a set of keys to the Licensed Premises. The Contractor shall secure said premises from unauthorized entry.
8. The Contractor understands and expressly agrees that the agreement is not a lease and shall not be construed to grant the Contractor exclusive possession and control of the Licensed Premises, or any estate or other interest in any land, building, space, fixture, improvement or equipment.
6. The Agreement shall not be construed to create the relationship of landlord and tenant between the parties.
7. The Contractor shall have the right to enter upon, occupy and use the Licensed Premises only for so long as the Contractor complies with each and every term and condition of the license granted by this article and the Department does not terminate the Agreement or revoke said license.
8. It being the purpose and spirit of the Agreement to grant the rights and privileges set forth herein solely to the Contractor, the Contractor shall not sell, transfer, assign, mortgage, sublet, or encumber in any way the Licensed Premises, any interest therein granted by the Agreement, or any fixtures, improvements, or Department equipment thereon, and, should

any lien be filed against the Licensed Premises, their fixtures, improvements, or Department equipment, by reason of the Contractor's operation, such lien shall be satisfied or bonded and discharged by the Contractor within fifteen (15) days after the filing thereof.

9. Commencement, Term, and Revocation of License

- a. The license granted to the Contractor by the preceding section shall commence upon the date the Department gives notice to the Contractor that the Contractor may occupy the Licensed Premises, and shall remain in effect until such license expires or is revoked as hereinafter provided.
- b. Such license shall expire upon such date as the Agreement expires or is terminated. The Department may revoke such license at in its sole discretion, with or without cause, and without prior notice to the Contractor. In the event the Department revokes the license without cause prior to the expiration or termination of the Agreement, the Department shall provide other space at FDNY Headquarters adequate to permit the Contractor to operate the Reproduction Program in accordance with the terms and conditions of the Agreement, and the Department shall reimburse the Contractor for the cost of relocating the Contractor's equipment to the new space, provided that the cost of such relocation is previously approved by the Department. Such Department approval shall not be unreasonably withheld.
- c. The Contractor shall quit the Licensed Premises on the date that the Agreement expires or is terminated. In the event that the Department revokes the aforesaid license prior to the expiration or termination of this Agreement, the Contractor shall quit the Licensed Premises not later than thirty (30) days from the date of written notice of such revocation, unless such notice states that revocation is for cause, in which case the Contractor shall quit the Licensed Premises forthwith upon receipt of said notice. Said license may be revoked for cause for any material breach of the terms of the article or for any default of the terms of the Agreement, as set forth in Article 16 of the General Terms and Conditions (Appendix B hereto) to the Agreement.
- d. Regardless of the circumstances, the Contractor peaceably and quietly leave, surrender, and yield up unto the possession of the Department, without any fraud or delay, the Licensed Premises, and any fixtures, improvements and equipment therein, other than furniture, moveable trade fixtures or equipment supplied by the Contractor. The Contractor shall surrender the Licensed Premises, and all fixtures, improvements and equipment therein, in at least as good a condition as said premises, fixtures, improvements and equipment were found by the Contractor, reasonable wear and tear expectations.

10. Furniture, Fixtures and Equipment

The Contractor shall supply and maintain all equipment, desks, shelves, tables and other furniture, computers, and other office equipment as needed to operate the Reproduction Program subject to the provisions of the Agreement. All such furniture and equipment provided by the Contractor shall remain property of the Contractor. Any electrical equipment shall be capable of using standard electrical outlets.

11. Utilities and Building Services

- a. The Contractor shall be responsible for:
 - Providing adequate trash receptacles in the Licensed Premises, keeping such trash receptacles within the Licensed Premises supplied with plastic bags, and tying each bag as it becomes full and remove it to a location designated by the Department.
 - All maintenance and repairs to its business fixtures and equipment. The Contractor shall furnish at its own cost and expense all labor, supplies, materials, equipment and supervision necessary to maintain such fixtures in a safe and usable condition.
 - Arranging at the Contractor's own cost and expense for long distance telephone service at the Licensed Premises.
 - Giving the Department prompt notice of any condition requiring servicing or repair.
 - Giving the Department prompt notice of any incidents on the Licensed Premises resulting in bodily injury or property damage.
- b. The Department shall be responsible for:
 - Obtaining prompt repair or servicing of any part of the Licensed Premises, other than Contractor's equipment and business fixtures. Upon receipt of notice from the Contractor for such repairs or servicing, The Department shall promptly request from FC Flatbush Associates, L.P., all reasonable and necessary interior and exterior cleaning services, maintenance and repairs, excluding those maintenance and repairs which are specified as the responsibility of Contractor. The Department shall furnish at its own cost and expense all labor, supplies, materials, equipment and supervision, for all services not covered under the Department's Lease Agreement, necessary to maintain the Licensed Premises in a safe and usable condition.
 - Furnishing at its own cost and expense electricity, water and sewer service, and heating, ventilation and air conditioning to the Licensed Premises in an amount sufficient to allow the Contractor to operate the required services.

12. **Alterations**

- a. The Contractor shall not make any alterations to the Licensed Premises, except as may be authorized in writing by the Department Representative in accordance with this section. For purposes of this section, "alteration" shall mean:
 - any modification, addition, rehabilitation, or improvement to the Licensed Premises or the restoration of same, excepting ordinary repairs and maintenance; and
 - any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of the Licensed Premises.
 - Alterations shall become property of the Department upon their attachment, installation or affixing to the Licensed Premises.

- b. Before commencing any alteration work, the Contractor would:
- Submit to the Department a proposal consisting of designs, plans, specifications, cost estimates, and such other information as the Department may require, detailing the alterations contemplated, and obtain written approval of same from the Department and FC Flatbush Associates, L.P. to obtain any and all certificates, permits, approvals or other authorizations required by law, rule or regulation for the performance of the alteration work.
 - The Contractor shall ensure that any alterations made to the Licensed Premises are undertaken and completed in accordance with the proposal approved by the Department, in a good and workmanlike manner, and within a reasonable time, by persons possessing the requisite licenses and qualifications.
 - The Contractor shall promptly notify the Department of the completion of any alteration work and submit documentation upon request that any and all contractors and subcontractors have been paid for such work.

13. Protection of the Licensed Premises and Correction of Conditions Thereon

- a. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to the Licensed Premises and the fixtures, improvements or equipment therein, and any other City property, whether owned or leased by the City, that is used by the Contractor, its employees, agents or subcontractors, in the performance of the Agreement, provided that such loss or damage is caused, either directly or indirectly by the act or omission of the Contractor, its employees, agents or subcontractors.
- b. Any damage to the Licensed Premises caused by the Contractor, its employees, agents or subcontractors, other than reasonable wear and tear, shall be promptly repaired or replaced by the Contractor to the satisfaction of the Department or, in lieu of such repair or replacement, at the sole option of the Department, Contractor shall pay to the Department money in an amount sufficient to compensate the Department for the cost of such repairs or replacement, or, alternatively, for the loss sustained by the Department by reason of damage to or destruction of such property. Contractor shall have no responsibility for any damage due to any preexisting condition, including but not limited to environmental problems or damage due to a prior occupant's use of the Licensed Premises.
- c. Should the Department, in its sole judgment, which shall not be arbitrary or capricious, determine that Contractor has caused or permitted conditions on the Licensed Premises that are not in compliance with the terms of the Agreement, the Department may in writing direct the Contractor to correct such conditions. The Department shall allow the Contractor a reasonable time to correct such conditions, except for emergency conditions, which the Department may direct the Contractor to correct forthwith. In the event that Contractor fails to correct the specified conditions or otherwise fails to satisfactorily comply with such notice, the Department may terminate the Agreement or revoke the license granted pursuant to this article.

Confidentiality

The Contractor acknowledges that all records, information or data which it may have access to, examine, prepare, maintain or have custody of and deliver hereunder are confidential records. ("Confidential Information"). All Confidential Information is the property of the Fire Department, and the Contractor would not at any time during the term of the Agreement, or thereafter, make any disclosure or statements or release to any third party any Confidential Information without the prior written approval of the Fire Department.

The obligation to maintain Confidential Information would include the duty to comply with all Federal, State and local laws, rules and regulations. The Contractor agrees that it will instruct its officers, employees, and agents, to maintain the confidentiality of any and all Confidential Information.

Upon expiration or termination of the Agreement, the Contractor would return to the Department any and all Confidential Information in the possession of the Contractor or its subcontractors, and permanently delete any and all Confidential Information maintained in any electronic form by the Contractor or its subcontractors.

A breach of this section would constitute a material breach of the Agreement for which the FDNY may terminate the Agreement. The FDNY reserves any and all other rights and remedies in the event of unauthorized disclosure.

License for Contractor Software and Third Party Software

- a. The Contractor shall provide the Department with perpetual and nonexclusive licenses for each Contractor software product and third party software product provided pursuant to this solicitation. The Contractor represents and warrants that it is authorized to provide all of the Contractor software and third party software products, and, if necessary, to customize the Contractor and third party software products to be provided under the Agreement, without violating any intellectual property, trade secret, or confidentiality rights of the third parties whose software is being provided and/or customized hereunder or any such rights of any third parties.
- b. Warranties of Title
 1. The Contractor represents and warrants that the Copyrightable Materials: (a) are wholly original material not published elsewhere (except for material that is in the public domain); (b) do not violate any copyright law; (c) do not constitute defamation or invasion of the right of privacy or publicity, and (d) 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 represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such non-original material, copies of which shall be provided to the FDNY upon execution of an Agreement.
- c. Intellectual Property Indemnification
 1. The Contractor shall defend, indemnify and hold the FDNY harmless from and against any and all claims, suits, damages, judgments, liabilities, costs and expense, including reasonable attorneys' fees, to which it may be subject because of or related to any claim that the Copyrightable Materials, as applicable, infringes or violates the copyright, trademark, or any other property or personal right of any third party. This indemnification shall survive the termination

or expiration of the Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under the Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing.

d. Vendor Induced Inhibiting Code

1. The Contractor shall not include any Vendor Induced Inhibiting Code (or VIIC) or any other inhibitor on reports and data submitted and provided to the City under this Agreement. VIIC is defined as any deliberately included application or system code that will degrade performance, result in inaccurate data, deny accessibility, or adversely effect, in any way, programs or data or use of the system.
2. The Contractor agrees not to include any imbedded code or other schemes that will limit the ability of the FDNY to select a qualified vendor or its own personnel to maintain the system in the event the City is required to rely on access to the source code to maintain the CAD system.

Attachment C

REPRODUCTION SERVICES PAPER USAGE AND FORECAST

Listing of all the Reproduction paper used at the FDNY and the average monthly usage:

<u>Description</u>	<u>Monthly Usage</u>
• 3 part carbonless 8.5X11 (3r12135)	= 1 case
• 11x17 white 20 lb (3r3761)	= 4 cases
• 4 part NCR paper (3r12139)	= 5 cases
• 11x17 white 24 lb color paper (3r11383)	= 1 case
• 8.5x11 green 90 lb (3r5296)	= 3 cases
• 1 Up High Speed Label 8.5x11 (3r4476)	= 1 case
• 8.5x14 yellow 20 lb (3r11077)	= 1 case
• mylar tabs (3r5520)	= 2 cases
• 8.5x14 white 24 lb (3r11382)	= 2 cases
• 33 Labels Up (3r3139)	= 1 case
• 10 point 8.5x11 super gloss (3r6293)	= 6 cases
• 8.5x11 blue (3r11050)	= 12 cases
• 8.5x11 fireball red 90 lb (3r6402)	= 2 cases
• 8.5 x 11 blue index 90 lb (3r5294)	= 4 cases
• 8.5x11 white 24 lb 3HD (3r11381)	= 6 cases
• 8.5x11 white index 90 lb (3r3004)	= 6 cases
• 8.5x11 grey index 90 lb (3r5297)	= 1 cases
• 8.5x11 yellow 20 lb (3r11053)	= 4 cases
• 8.5x11 white 20 lb (3r2047)	= 215 cases
• 8.5x11 white 20 lb 3HD (3r2641)	= 66 cases
• 2 part non-carbonless 8.5x14 (3r2133)	= 1 case
• 3 part non-carbonless 8.5x14 (3r12137)	= 1 case
• 8.5x11 Tabs 3HD (3r4416)	= 8 cases
• 8.5x14 white 20 lb (3r2051)	= 28 cases
• 8.5x11 yellow index 90 lb (3r5295)	= 6 cases
• 8.5x11 80 lb cover stock/gloss coated (3r11333)	= 3 cases
• 8.5x11 white 24 lb (3r11380)	= 9 cases
• 11x17 white 90 lb (3r5102)	= 5 cases

From 7/01/03 through 4/30/04 23,766,761 copies were made in the Reproduction Unit:

- 20,166,228 black and White
- 3,600,533 Color

4,320,133 copies were made on the convenience copiers throughout the building.

The 12 month forecast is: color copies 5,000,000, black and white copies 25,000,000 in Reproduction and 6,000,000 for convenience copiers.

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDA

<u>RFP TITLE</u> REPRODUCTION AND CONVENIENCE COPIER SERVICES	<u>PIN #</u> 057030001581
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INSTRUCTIONS: COMPLETE PART I, OR PART II WHICH EVER IS APPLICABLE

PART 1: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

ADDENDUM #1, DATED _____, 20 _____

ADDENDUM #2, DATED _____, 20 _____

ADDENDUM #3, DATED _____, 20 _____

ADDENDUM #4, DATED _____, 20 _____

ADDENDUM #5, DATED _____, 20 _____

ADDENDUM #6, DATED _____, 20 _____

ADDENDUM #7, DATED _____, 20 _____

ADDENDUM #8, DATED _____, 20 _____

ADDENDUM #9, DATED _____, 20 _____

ADDENDUM #10, DATED _____, 20 _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

PROPOSER (NAME) _____

PROPOSER (SIGNATURE) _____

PRINT NAME _____

TITLE _____ DATE _____

NYC General Terms and Conditions

THIS AGREEMENT, made and entered into this _____ day of _____ in the year two thousand and _____ by and between the City of New York, party of the first part, by the Commissioner of the Fire Department of the City of New York, and _____ Contractor, party of the second part.

That the parties hereto in consideration of the mutual agreements herein contained, hereby agree as follows:

ARTICLE 1. THE CONTRACT

Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this contract.

1. Information for Bidders;
2. The Advertisement and Proposal for Bids
3. The Bid;
4. The Agreement;
5. The Specification;
6. The Contract Drawings;
7. All Addenda issued by the Commissioner prior to the receipt of bids;
8. All provisions required by law to be inserted in this contract, whether actually inserted or not;
9. The Notice of Award;
10. Payment and Performance Bonds;
11. Notice to Proceed with the work.

ARTICLE 2. DEFINITIONS

1. **"Addendum"** or **"Addenda"** shall mean the additional contract provisions issued in writing by the Commissioner prior to the receipt of bids.
2. **"Agency"** shall mean a city, county, borough or other office, position, the Fire Department, division, bureau, board of commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
3. **"City"** shall mean the City of New York, party of the first part.
4. **"City Holidays"** shall include the following days: New Year's Day, Martin Luther King Day, President's Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
5. **"Commissioner"** shall mean the Commissioner of the Fire Department of the City of New York, or his duly authorized representative designated in writing by the Commissioner.
6. **"Comptroller"** shall mean the Comptroller of the City of New York.
7. **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article I hereof, both as a whole and severally.

8. **"Contractor"** shall mean the party of the second part thereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract. The Contractor shall also be referred to as "it", whether such Contractor is an individual, partnership or corporation.
9. **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the specifications or in any addendum, or any detailed drawings furnished by the Commissioner, pertaining or supplemental thereto.
10. **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the contract referred to in Article I hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this contract, the Engineer shall determine which shall prevail.
11. **"Department"** shall mean the Fire Department of the City of New York acting by and through the Commissioner thereof, or his duly authorized representative.
12. **"Engineer"** or **"Architect"** shall mean the person so designated in writing by the Commissioner to act as such in relation to this contract, including a private Architect or Engineer as the case may be.
13. **"Extra Work"** shall mean work other than that required by the contract at the time of its execution.
14. **"Final Acceptance"** shall mean Final acceptance of the work by the Commissioner, as evidenced by his signature upon his certificate of completion & acceptance file in the Office of the Comptroller. Such acceptance shall be deemed to have taken the place as of the date so stated in such certificate.
15. **"Law"** or **"Laws"** shall mean 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.
16. **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such by the Engineer.
17. **"Specifications"** shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under specifications.
18. **"The Work"** shall mean everything required to be furnished and done by the Contractor under the contract, and shall include both contract work and extra work.
19. **"Agency Chief Contracting Officer"** shall mean the position delegated authority by the Fire Commissioner to organize and supervise the procurement activity of the Fire Department.

ARTICLE 3. SCOPE OF SERVICES

The Contractor agrees to perform all the services described in the Specifications attached hereto as Part I Section B of the Proposal for Bid.

ARTICLE 4. PERIOD OF PERFORMANCE

The period of performance of this contract shall commence of the date shown in the New York City Fire Department's order to commence work letter.

ARTICLE 5. PAYMENT

1. The City agrees to pay and the Contractor agrees to accept, as full consideration for the complete and satisfactory performance of the services required herein, the amount set forth in this bid.

Payment(s) shall be made within 30 days after the filing with the Comptroller of voucher(s) for such payment(s). The Commissioner shall file such voucher(s) with the Comptroller within 30 days after the receipt of invoices for such payment(s). In the event any items in the billing may be questioned or disputed by the Commissioner, these items may be deleted from the billing until their resolution and the remainder of the billing shall be processed with the above period(s).

2. The Contractor shall submit numbered invoices for payment in accordance with the payment schedule established in Part III. Such invoices shall set forth the services for which payment is requested, and approval thereof by the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set off as may be set forth in this Agreement and in the Specifications attached hereto.

All invoices are to be mailed within three (3) weeks after services are performed to the following address: **New York City Fire Department - Fiscal Services, Attn: payment Processing: P.O Box 025-374, Brooklyn, New York 11201-0014. In addition it is the responsibility of the Contractor to provide the Department with the total billings to date on the invoice.**

3. Payments shall be made out of such monies as may be reserved by the Comptroller of the City of New York for the purpose herein provided.
4. This contract and all payments hereunder shall be subject to audit by the New York City Fire Department and post audit by the Comptroller of the City in accordance with the New York City Charter and Administrative Code.

PROMPT PAYMENT

The Prompt Payment provisions set forth in Section 4-06, of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made 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(2), (3), (4), and (5) 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 any 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.

PAYMENT

Upon 50% expenditure of the contract, the Contractor must notify in writing the invoice contact person indicated below, within five (5) business days. In addition, the Contractor must indicate the amount of the Fire Department expenditures to date under this contract. This expenditure amount must include the amount requested on that particular invoice.

Invoices must be sent in triplicate to:

**NEW YORK CITY FIRE DEPARTMENT - FISCAL SERVICES
ATTENTION: PAYMENT PROCESSING
P.O. BOX 025-374
BROOKLYN, NEW YORK 11201-0014**

ARTICLE 6. LIABILITY OF CONTRACTOR

1. GENERAL LIABILITY

- A. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person and for all damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.
- B. In the event that any claim is made or any action is brought against the City arising out of negligent or careless acts of any employee of the Contractor, either within or without the scope of his employment, or arising out of the Contractor's negligent performance of this Agreement, then the City shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

2. PROTECTION OF CITY PROPERTY

- A. During performance and up to the date of final acceptance, the Contractor shall abide by the Department security procedures in effect at the premises where the work is performed. The Contractor must take all reasonable precautions to protect the property of the Department and others from damage, loss or theft resulting from his or his subcontractor's operations under this contract. At a minimum the following security procedures shall be implemented in all Department facilities, and the Contractor shall be under an absolute obligation to abide by these procedures during performance and up to date of final acceptance:

The Contractor shall notify the Commanding Officer, Housewatch or responsible Department employee when leaving the premises. In the event that Department employees are not present, the Contractor shall immediately call the Department Notification Desk advising that the premises will be vacated. The Contractor shall lock and secure the premises when Department employees are not present.

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of the Agreement, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel employees, any person, firm, company, agent or others engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.

- B. In the event that any such City property is lost or damaged, except for normal wear and tear, or to the extent that such property is consumed in the performance of this Agreement then the City shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover such loss or damage.
- C. The Contractor agrees to indemnify the City and hold it harmless from any suits, liabilities, judgments, costs, and expenses, including attorney's fees due to any such loss or damage to any such City property described in sub-section A above.
- D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

3. **INFRINGEMENTS**

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless for any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of the Agreement.

ARTICLE 7. BONDS, INSURANCE AND LIQUIDATED DAMAGES

1. **PERFORMANCE AND PAYMENT BONDS**

The Contractor shall, prior to or at the time of execution of this contract deliver to the City a performance bond and a payment bond, if such bonds are required, having as surety thereunder such surety company or companies as approved by the Comptroller. Such bonds shall be in the amount and in the form prescribed herein.

2. **INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to satisfaction of the contract requirements.

A. WORKERS COMPENSATION AND EMPLOYEES LIABILITY

- i) Worker's Compensation limits as required by the Labor Code of the State of New York (including occupational disease) and including the Other State Endorsement.
- ii) Employers Liability Insurance with limits of at least \$1,000,000 per accidents.

The **Contractor** and each **Subcontractor** shall provide Workers' Compensation Insurance in accordance with the **Laws** of the State of New York, and the United States Longshoremens' and Harbor Workers' Act where applicable, on behalf of all employees providing services under this **Contract**.

a. Pursuant to Section 57 of the New York State Workers' Compensation **Law**, the **Contractor** shall have submitted to the NYC Fire Department the following as proof of Workers' Compensation and disability benefits coverage prior to the execution of this **Contract**.

- i. C-105.21 – Statement for the NYC Fire Department that a Business **DOES NOT** require workers' compensation and/or disability benefits coverage; or
- ii. C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon the business' request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or
- iii. SI-12 – Certificate of Workers' Compensation Self-Insurance or GSI-105.2 – Certificate of Group Worker's Compensation Self-Insurance.

(Please Note: ACCORD forms are NOT acceptable proof of workers' compensation coverage.)

B. **COMMERCIAL GENERAL LIABILITY ("CGL")** with a combined single limit for Bodily Injury, Personal injury and Property Damage of a least \$1,000,000 per accident and a minimum aggregate of \$2,000,000. The limit may be provided through a combination of primary and umbrella/ excess liability policies.

Coverage shall include the BROAD FORM COMPREHENSIVE LIABILITY ENDORSEMENT (GL-0404) (of the ISO or an equivalent). Coverage shall provide and encompass at least the following:

- i) X, C, and U (explosion, collapse, and underground) hazards, where applicable;
- ii) Independent Contractors;
- iii) Blanket written contractual liability covering all indemnity agreements and indemnification;
- iv) Products liability and completed operations, with the provision that coverage shall extend for a period of at least 12 (twelve) months from Project completion;
- v) CGL coverage written on an occurrence form;
- vi) Endorsement naming the City, its officers, officials and employees as an additional insured, and
- vii) Waiver of Subrogation.

The policy shall contain no exclusions or endorsements, which are not acceptable to the City and shall be of a form and by an insurance company acceptable to the City.

C. If required, Comprehensive Automobile Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.

- D. Umbrella and/or excess liability policies used to comply with CGL and/or Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.
- E. The Contractor shall furnish the City with Certificates of Insurance effecting coverage required by this clause. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Fire Department reserves the right to obtain complete certified copies of all required insurance policies at any time. The Certificates must provide for 30 days written notice prior to cancellation, non-renewal or material modification.

3. COMPREHENSIVE GENERAL, AUTOMOBILE AND EMPLOYERS LIABILITY

- A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.
- B. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Contractor.

The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the City, or its agents and employees for any losses, and the City and its agents and employees shall have no such liability. The insurance policy for such Contractor shall include a waiver of subrogation as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against the City".

- C. Any deductibles or self-insured retention must be declared to and approved by the Fire Department. At the option of the Fire Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Fire Department, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- D. The City, its officers, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials and employees.
- E. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, and employees. Any other insurance or self-insurance maintained by the Fire Department, its officers, officials, and employees shall be in excess of and not contribute to the Contractor's insurance.
- F. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Fire Department, its officers, officials, and employees.

- G. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. Should the Contractor engage a subcontractor, the same conditions applicable to the Contractor under these Insurance Requirements shall apply to each subcontractor.
- I. The Contractor shall notify the City of any damage to the work or any accidents on the site **within twenty-four** hours of the occurrence. The twenty-four hour notice will presumably be oral notice.
- J. **NOTICE OF ACCIDENT OR CLAIM** - Notice of accident shall be given to the Insurance Company within one hundred twenty (120) days after such claim shall have been filed with the Comptroller of the City of New York. Notice to the Insurance Company by either party shall be deemed sufficient notice under the policy.
- K. All policies purporting to insure the City of New York must explicitly name the City, its officers, officials, and employees as the insured, and not only the Agency.
- L. The insurance policy shall contain a provision that notice of a job site accident by the Contractor to the municipality constitutes notice by the municipality to the insurer.
- M. **THE PRESENCE OF INSPECTORS OR OTHER EMPLOYEES OF THE INSURED** on the site of the work performed under the contract with the Insured shall not invalidate the policy of insurance.
- N. This policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless at least thirty (30) **Days** prior written notice is sent to the Named Insured by Certified Mail and also sent by Registered Mail to both the **Commissioner** and to **Comptroller's** Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007; and **VIOLATION OF ANY OF THE TERMS** of any policy issued by the Insurance Company to the Contractor shall not invalidate this policy.
- O. In the event that the Contractor is self-insured pursuant to this Article 7, the Contractor shall be excused from its obligation to purchase insurance pursuant to Article 7 (2) provided that the following conditions are met:
- i) The Contractor, through its self-insurance program, must provide the Department and the City of New York with all of the protection that would have been provided by a commercial insurance company. Accordingly, the Contractor, through its self-insurance program, shall protect the Department and the City of New York against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of the Contractor or, its employees, or otherwise. This protection shall include both a duty to defend the Department and the City of New York in all actions alleging, in all or part, such injuries or damage and a duty to indemnify the Department and the City of New York for such claims up to One Million (1,000,000) Dollars per occurrence;
 - ii) The Contractor provides the Department and the City of New York with the name and address of the office or official of the self-insurance program (1) to whom notices are to be

sent and (2) who is responsible for satisfying the obligations set forth in subparagraph O(i) above, including those relating to defense and indemnification of the Department and the City of New York in all such actions; and

- iii) The Contractor is fully liable to the Department and the City of New York for satisfying the obligations set forth in subparagraph O(i) above in the event the Contractor's self-insurance program fails to satisfy any such obligations promptly upon demand.

4. LIQUIDATED DAMAGES

If provided for in this solicitation, liquidated damages for failure to perform the work in compliance with the terms of this Agreement shall be assessed by the Department against the Contractor in accordance with said provisions. In view of the difficulty of accurately ascertaining the loss which the City will suffer because of the failure to perform and/or complete the work of this contract, liquidated damages, in the amount set forth in this solicitation, are fixed and agreed upon as such liquidated damages and not as a penalty.

The Comptroller will deduct and retain out of the monies, which may become due under this contract the amount of any such liquidated damages. In case the amount of liquidated damages which may become due are less than the damages suffered by the City, the Contractor will be liable to pay the difference upon demand by the Comptroller.

5. MAINTENANCE AND GUARANTY

The Contractor must promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one-year period subsequent to the date of final acceptance, except where other periods of maintenance and guarantee are provided for.

As security for the faithful performance by the Contractor of his obligations hereunder, the Comptroller shall retain from the final payment hereunder the sum fixed in the Specifications. If the Contractor has faithfully performed all his obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) days after the expiration of one (1) year from the date of completion and acceptance of the work or with five (5) days after the expiration of the guarantee period fixed in the specifications. The sum shall be repaid to the Contractor without interest within thirty (30) days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all his obligations hereunder.

Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged work shall be timely if given not later than ten (10) days subsequent to the expiration of the one year period or other periods provided for herein.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damage work promptly after having received such notice, the Commissioner shall have the right to have the work done by others in the same contract, under Article 14 hereof and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest.

If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Comptroller.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

The Contractor shall 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.

ARTICLE 8. PROVISIONS RELATING TO LABOR

1. SUPERVISION BY CONTRACTOR

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

2. PROHIBITED ACTS

The Contractor shall not employ any labor, or utilize materials or means which employment or utilization during the course of this agreement may in any way tend to cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor, or by any of the trades working in or about the buildings and premises where work is being performed under this agreement, or by contractors or their subcontractors pursuant to other agreements or contracts, or on any other building or premises owned or operated by the City of New York, its agencies, departments, boards or authorities. Any violation by the Contractor of these requirements shall be considered as proper and sufficient cause for declaring the Contractor to be in default.

3. NOTICE OF LABOR DISPUTED

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice to the Department, including all relevant information with respect thereto.

4. MINIMUM WAGE AND WORKING CONDITIONS

- A. Except for those employees whose minimum wage is required to be fixed pursuant to Section 220-d of the Labor Laws of the State of New York, all persons employed by the Contractor and any subcontractor in the manufacture or 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 Federal minimum wage.

- B. No part of the work, labor or service will be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or working under 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.
- C. For any breach or violation of any of the provisions of paragraphs A and B above, the Contractor shall be liable to the City for liquidated damages, which may be withheld from any amounts due herein 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 this contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this contract. In addition, the Administrator shall have the right to cancel this contract for violation of this clause and enter into other contracts for the completion of this contract, charging any additional cost to the Contractor. All sums withheld or recovered as deductions, rebates, refunds or underpayment of wages in violation of the provisions of this clause, shall be held in a special deposit account and shall be paid without interest, on order of the City Commissioner of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth herein 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 Contractor of the withholding or recovery of such sums by the City.

5. HOURS AND WAGES

Pursuant to the provisions of the New York State Labor Law:

- A. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a 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 any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.

No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency, and unless specific dispensation shall have been granted by the Industrial Commissioner. Whenever such a dispensation is granted, all work in excess of eight hours per day and five days per week shall be considered overtime work, and the laborers, workmen and mechanics performing such work shall be paid a premium wage commensurate with the premium wages prevailing in the area in which the work is performed.

- B. The wages to be paid and the supplements to be provided, for a legal day's work, to laborers, workmen or mechanics employed by the Contractor shall not be less than the prevailing wages and supplement required to be paid to such employees, as ascertained and prescribed by the Comptroller in the Specifications attached hereto.

6. ARTICLE 8, SECTION 7-11 APPLY TO CONTRACTS FOR BUILDING SERVICE WORK, AS INDICATED BELOW:

[] These sections are applicable to this contract.

[x] These sections are not applicable to this contract.

7. PREVAILING WAGE AND SUPPLEMENTS (Sec. 231 - Labor Law)

- A. The wages which the Contractor shall pay for a legal day's work and supplements to be provided to building service employees, as defined in Section 230 of the Labor Law, employed upon the whole or part of the building service work contemplated by this contract, shall not be less than the prevailing rate of wages and any supplements required to be paid to the various classes of employees on such work, ascertained and determined by the Comptroller as set forth in a schedule which is set forth in Section B of Part III of the Proposal for Bid.
- B. No later than the first day upon which work on this contract is to commence, the Contractor shall post in a prominent and accessible place on the site of work a legible statement of the wages to be paid to the employees for the building service work contemplated.
- C. An apprentice in a craft or trade may be permitted to work at a wage lower than that established for the journeyman in such craft or trade only if all of the following conditions are met:
 - i) such apprentice has been individually registered in an apprenticeship program which is duly registered with the New York State Industrial Commissioner in conformity with Article 23 of the Labor Law;
 - ii) such apprentice's registration occurred prior to his/her employment as an apprentice on such craft or trade services work, and;
 - iii) written proof of such individual registration is submitted to the Agency prior to such apprentice's employment as an apprentice. The proof submitted shall include evidence of the appropriate ratios and apprentice's wage rates. In no event shall the ratio of apprentice to journeyman employed on such service work be greater than the lesser of the following ratios:
 - a) the ratio permitted in the apprenticeship program approved by the Industrial Commissioner, or
 - b) the ratio prevailing in the locality where the service work will be performed.

8. OVERTIME (See 232 - Labor Law)

All building service employees, who work more than eight hours in any one day or more than forty hours in any work week, shall be paid wages for such overtime by the Contractor, at a rate not less than one-and-one-half times his prevailing basic cash hourly rate.

9. RECORD KEEPING Sec. 233 - Labor Law

- A. The Contractor shall keep original payrolls or transcripts thereof, subscribed and confirmed by it as true, under penalties of perjury, showing the hours and days worked by each employee, the craft, trade or occupation at which he/she was employed, and the wages paid.

- B. Where the wages paid include sums which are not paid directly to the employee weekly and which are expended for supplements, the records shall include the hourly payment of behalf of such employees, the supplement for which such payment has been made, and the name and address of the person to whom such payment has been made. In all cases, the Contractor shall keep a true and inscribed copy of the agreement under which such payments are made, a record of all net payments made thereunder, and a list of all persons for whom such payments are made.
- C. The records required herein shall be kept on the site of the work during all of the time that work hereunder is being performed. Upon a formal order of the City, the Contractor shall produce within five (5) days on the site of work, such records subscribed and affirmed by it as true under the penalties of perjury.

10. CERTIFICATION OF WAGE AMOUNTS (Sec. 237 - Labor Law)

As a prerequisite to any payment by the City, the Contractor and his subcontractors shall file a statement in writing and in a form satisfactory to the Comptroller, certifying to the amounts then due for daily or weekly wages on account of labor performed upon the work hereunder, setting forth therein the names of the persons whose wages are unpaid and the amount due to or on behalf of each respectively, which statement so to be filed shall be certified by the oath of the Contractor or subcontractor, as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

11. DISCRIMINATION IN NEW YORK STATE (Sec. 239 - Labor Law)

- A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, the Contractor or subcontractor, shall not, by any reason of race, creed, color, 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. The Contractor, subcontractor, or any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- C. The City may deduct from any amount due and payable to the Contractor under this contract a penalty of five dollars (\$5.00) for each person for each day during which such person was discriminated against or intimidated in violation of this section.
- D. The City may terminate this contract, and all monies due or to become due hereunder may be forfeited, for a second or subsequent violation of this section.

ARTICLE 9. BOOKS AND RECORDS

1. MAINTENANCE

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

2. RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever is later. City, State, and federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

3. NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Agreement involves use by the Contractor of Departmental papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of the Department's designated official.

4. AUDIT BY THE DEPARTMENT AND CITY

- A. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or in voices are based are subject to audit by the Fire Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller 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.
- B. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.
- C. All books, vouchers, records, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City.
- D. The Contractor shall not be entitled to final payment under the Agreement until all requirements have been satisfactorily met.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

1. PROCUREMENT OF AGREEMENT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Administrator shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded The City for the falsity or breach, not shall it

constitute a waiver of the City's right to claim damages or refuse payment or to make any other action provided for by law or pursuant to this Agreement.

2. CONFLICT OF INTEREST

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest not shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest of the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

3. FAIR PRACTICES

The Contractor and each person signing on behalf of any Contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this Agreement 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;
- B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor, and;
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor:

- i)* has published price lists, rates, or tariffs covering items being procured,
- ii)* has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or
- iii)* has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of the above.

4. PRICING

- A. The Contractor shall whenever required during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost 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 for Certification. The Contractor must certify that the cost or pricing data submitted is 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. Certificate Current Cost or Pricing Data. Form of Certificate. In those cases when cost or pricing data is required, certification shall be made using a certificate substantially similar to the one contained in Chapter 4 of the PPB rules and such certification shall be retained in the agency contract file.

ARTICLE 11. COVENANTS OF THE CONTRACTOR

1. EMPLOYEES

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

2. INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer of or employee of the City of New York, including but not limited to Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

3. COMPLIANCE WITH LAW

The Contractor shall render all services under this Agreement in accordance with the applicable provision of Federal, State and local Laws, rules and regulations as are in effect at the time such services are rendered.

4. FEDERAL EMPLOYMENT PRACTICES

The Contractor and its subcontractors shall comply with the Civil Rights Acts of 1964 and any amendment thereto, and the rules and regulations thereunder.

5. INVESTIGATION CLAUSE

- A. The parties to this agreement 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.

- B. 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 organized under the laws of the State of New York, or;

If any person refuses to testify for a reason other than the assertion of his or her privilege against self-conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnessed 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;

- C. The Commissioner 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 that five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

If any not-governmental party to the hearing requests an adjournment, the commissioner or agency head who convene the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph E below without the City incurring any penalty or damages for delay or otherwise.

- D. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:
 - i) 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;

G. In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor 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 of 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 agreement by the Contractor, or affecting the performance of this contract.

6. ASSIGNMENT

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of the Contractor's rights, title, interest, obligations or duties herein, or the Contractor's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written consent of the Department shall be obtained. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.
- B. In the event that the Contractor assigns, transfers, conveys, sublets or otherwise disposes of this Agreement as specified in subdivision A, above, without prior written consent of the Department, the Department shall revoke and annul this Agreement and the Department shall be relieved and discharged from any and all liability and obligations growing out of such Agreement to the Contractor, its assignees, transferee or sublessee. The Contractor shall forfeit and lose all monies theretofore earned under this Agreement, except so much thereof as may be required to pay the Contractor's employees. The provisions of this section shall not hinder, prevent or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State of New York.
- C. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

7. SUBCONTRACTING

- A. The Contractor agrees not to enter into any subcontracts for the performance of the obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractors' written request for approval.
- B. All such subcontracts shall contain provisions specifying:
- i)* that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the Department and the Contractor;
 - ii)* that nothing contained in such contract shall impair the rights of the Department;
 - iii)* that nothing contained therein, or under the Agreement between the Department and the Contractor, shall create any contractual relationship between the subcontractor and the Department, and
 - iv)* that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.

- C. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- D. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- E. The Contractor shall not in any way be relieved of any responsibility under this Agreement by any subcontractor.

8. PUBLICITY

- A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through the media of communication bearing on the work performed or data collected under this agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the Department shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

9. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliate company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.
- C. The Contractor shall comply in all respects, with the provisions of section 343-10.0 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

10. INVENTIONS, PATENTS AND COPYRIGHTS

- A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a Federal grant of funds, it shall be promptly and fully reported to the Federal Government for 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.

- B. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Agreement.
- C. If any copyrightable material is developed under, or in the course of performing this Agreement, any Federal Agency providing federal financial participation for the Agreement shall have a royalty-free, non exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.
- D. In no event shall subsections A, B, and C of this section be deemed to apply to any report, document or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Agreement.

11. ANTI-TRUST

The Contractor hereby assigns, sells, and transfers to the City all rights, title and interest in and any claims and causes of action arising under the anti-trust 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 Agreement.

12. POLITICAL ACTIVITY

- A. There shall be no partisan political activity to any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, not shall any of the funds provided under this Agreement be used for such purposes.
- B. No funds provided under this Agreement shall be used, for publicity or propaganda purposes, for the preparation distribution, or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation or appropriations pending before the Congress of the United States, except in presentation to the Congress itself.
- C. No funds provided under this Agreement shall be used to pay the salary or expenses of any person to engage in any activity designed to influence legislation or appropriations pending before the Congress of the United States.

13. CETA AND PUBLIC WORKS PROGRAM

- A. The Contractor shall, when hiring into unsubsidized jobs in its workforce, give consideration to those persons presently employed in CETA public service positions in the City of New York, whose qualifications and skills are commensurate with those required for the positions to be filled.

14. CLEAN AIR PROVISIONS

- A. If the amount of this Agreement is in excess of \$100,000.00 the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C 1857B, et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251, et. seq.)

- B. Should a harmful dust hazard be created in performing the work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the State of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract void.
- C. In accordance with the provisions of Section 1403.3.2.25, noise abatement contract compliance, of Part III of Chapter 57 of the Administrative Code of the City of New York.
 - i) Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Code.

ARTICLE 12. EXTENTION OF TIME

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.

ARTICLE 13. NO DAMAGE FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 14. RESOLUTION OF DISPUTES

1. All disputes between the City and the supplier of the kind delineated in this section 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"). The procedure for resolving all disputes of the kind delineated herein 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 supplier's work to the contract, and the acceptability and quality of the supplier's work; such disputes arise when the Engineer makes a determination with which the supplier disagrees.

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.

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 supplier shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer. Failure of the supplier to continue the work as directed shall constitute a waiver by the supplier of any and all claims being presented pursuant to this section and a material breach of contract.

4. Presentation of Dispute to Agency Head.

(a) Notice of Dispute and Agency Response. The supplier shall present its dispute in writing ("Notice of Dispute¹") 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 supplier relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the supplier 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, 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 supplier to produce any requested material whose relevancy the supplier has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the supplier 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 supplier and the ACCO and, in the case of construction or construction-related services, the Engineer, 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 supplier with a contract related to the work of this contract and that supplier shall be bound by the decision of the Agency Head. Any supplier thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the supplier 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 supplier and ACCO and, in the case of construction or construction-related services, the Engineer, 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 supplier take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the supplier and more favorable to the City than the decision of the Agency Head.

5. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the supplier to the CDRB, the supplier 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 supplier 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 supplier 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 supplier to the agency, including the Notice of Dispute. The supplier 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 supplier. Willful failure of the supplier to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the supplier 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 5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the supplier and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The supplier 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.

(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, or in the case of disputes involving construction, the Director of the Office of Construction 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) 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 supplier, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

(a) Form and Content of Petition by Supplier. The supplier 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 supplier 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 supplier 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 supplier to, the Comptroller's Office. The supplier 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 supplier 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.

Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the supplier 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 supplier. 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 supplier 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 supplier 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 supplier nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any

such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

(d) CDRB Determination. Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

(e) Notification of CDRB Decision. The CDRB shall send a copy of its decision to the supplier, 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. A decision in favor of the supplier 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.

(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.

ARTICLE 15. EQUAL EMPLOYMENT

1. EXECUTIVE ORDER NO. 50

The Contractor shall comply with the provisions relating to Equal Employment Opportunity as set forth in the Addendum, which is attached hereto and incorporated herein.

2. WHERE REQUIRED BY NEW YORK STATE LABOR LAW SECTION 220-E THE CONTACTOR AGREES:

- A. That in the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor shall be reason of race, creed, color, sex, national origin or sexual orientation 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. That neither the Contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, national origin or sexual orientation;

- C. That there may be deducted from the amounts payable to the Contractor by the City under this Agreement a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement and;
- D. That this Agreement 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 section of the Agreement.
- E. The aforesaid provisions of this section 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.

3. AS REQUIRED BY NEW YORK CITY ADMINISTRATIVE CODE SECTION 343-8.0:

- 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 materials, equipment or supplies 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, or 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 Agreement.
- D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty (30) days, or both.

4. NON-DISCRIMINATION AGAINST THE HANDICAPPED

The Contractor agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and all regulations, guidelines and interpretations issued pursuant thereto.

ARTICLE 16. TERMINATION

- 1.
 - A. At any time during the period of this Agreement the Department upon ten (10) days written notice to the Contractor may cancel the Agreement and terminate the service. In such event the Contractor shall be paid whatever sum has become due to him for services performed prior to the effective date of the cancellation without further liability to the City.
 - B. The Contractor shall be entitled to apply to the Department by reason of any failure in performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure

arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; flood; epidemics; quarantine restrictions; strikes; freight embargoes, or any other cause beyond the reasonable control of the Contractor.

The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgement therein. If such a determination is made and the Agreement terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.

- C. All payments pursuant to this Section 16.1 shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of termination.
- 2. The Contractor may be declared in default by this administration and the Department may terminate the Agreement in whole or in part by written notice to the Contractor:
 - A. The Contractor becomes insolvent, or
 - B. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New York, or
 - C. A voluntary or involuntary petition in bankruptcy be filed by or against the Contractor, or
 - D. A receiver or receivers are appointed to take charge of the Contractor's property or affairs, or
 - E. The Contractor sublets, assigns, transfers, conveys or otherwise disposes of this Agreement other than as herein specified, or
 - F. The Contractor fails or refuses to proceed with the work when and as directed by the Administrator, or
 - G. The Contractor is or has been unnecessarily or unreasonably or willfully delaying:
 - i) the performance, and completion of the work, or
 - ii) the award of necessary subcontracts, or
 - iii) the placement of necessary material and equipment order, or
 - H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would jeopardize the timely performance of the contract, and fails or refuses to increase such working force when ordered to do so by the Administrator, or
 - I. The work cannot be completed or is not completed within the time herein provided therefor or within the time to which such completion may have been extended; unless, however, the delay is caused by circumstances under the Administrator's control, or
 - J. The Contractor abandons work, or
 - K. The Contractor is or has been willfully or in bad faith violating any of the provisions of this contract.

3. Before the Administrator shall exercise his right to declare the Contractor in default by reason of the conditions set forth in Section 16-.2 A, F, G, H, I, and K, and he shall give the Contractor an opportunity to be heard, on two (2) days written notice, at which hearing the Contractor may have a stenographer present; provided, however, that a copy of such stenographic notes, if any, shall be furnished to the Administrator.
4. In the event the Administrator terminates this Agreement in whole or in part as provided in Section 16.2 above, the City may procure, upon such terms and in such manner deemed appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services: provided that, the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.
5. The right to declare in default for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared.
6. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site leaving untouched all plant, materials, equipment, tools, and supplies then on the site.
7. The Commissioner, after declaring the Contractor in default, may then have the work completed by means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies, remaining on the site, and also such subcontractors, as he may deem advisable.
8. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's default, and the City may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined.
9. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
10. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.

ARTICLE 17. MISCELLANEOUS

1. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

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

The parties agree that any and all claims asserted by or against the City arising under this Agreement 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 effectuate this agreement and intent, the Contractor agrees:

- A. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Agreement, or to such other address as the Contractor may provide to the City in writing, and
- B. With respect to any action between the City and the Contractor in New York State Court, the Contractor 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.
- C. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor 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.
- D. If the Contractor 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 contractor 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 Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

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

2. GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of and liability to the Contractor arising out of the performance of this Agreement.

3. CLAIMS AND ACTIONS THEREON

- A. No action at law or proceeding in equity against the City or Department shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.
- B. No action at law or proceeding in equity shall lie or be maintained against the Department or the City upon any claim based upon this Agreement or arising out of this Agreement unless such action shall be commenced within six (6) months after the date of final payment hereunder, or within six (6) months of termination or conclusion of this Agreement, or within six (6) months of accrual of the cause of action, whichever is earliest.

- C. In the event any claim is made or any action brought in any way relating to the Agreement herein, the Contractor shall diligently render to the Department and/or the City of New York without additional compensation any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The Contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

4. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

5. WAIVER

Waiver by the Department of a breach of any provision of this Agreement 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 Agreement unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original agreement.

6. NOTICE

The Contractor and the Department hereby designate the business addresses specified in the Bid as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by law.

7. ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement 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 hereunder.

8. SEVERABILITY

If this Agreement contains any unlawful provision not any essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

9. PARAGRAPH HEADING

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affect this Agreement.

10. INSPECTION AT SITE

The Department shall have the right to have representatives of the Department, of the City, or of the State or Federal governments present at the site of the engagement to observe the work being performed.

ARTICLE 18. APPROVALS

1. THE CITY OF NEW YORK

This Agreement shall not become effective or binding unless:

- A. The Comptroller shall have endorsed his certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable hereto sufficient to pay the estimated expense of executing this, and
- B. 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, and
- C. 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.

2. OTHER APPORVALS OR AUTHORIZATION

The requirement of the Article shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

ARTICLE 19. ADDITIONAL COVENANTS

1. CONVERSION OF DEFAULT TO TERMINATION FOR CONVENIENCE

If, after a declaration of default under Article 16.2, it is determined that for any reason the Contractor was not in default under the provision of such Article, or that such default was excusable, the rights ad obligation of the parties shall be the same as if a notice of termination had been issued under Article 16.00 (A) of this Agreement.

2. CONTRACT CHANGES

Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee Contractors deviating from the requirements of an original purchase order or contract without a duly approved change order, 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.

Changes may include any one or more of the following:

- Specification changes to account for design errors or omissions;
- Changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original contract amount or \$100,000 shall be approved by the CCPO (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);
- Extensions of a contract term for good and sufficient cause for a cumulative period not to exceed one year from the date of expiration of the current contract. Requirements contracts shall be subject to this limitation;
- Changes in delivery location;
- Changes in shipment method; and
- Any other change not inconsistent with §4-02 of the P.P.B. Rules (ed. 3/04).

The Contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the Contractor may be entitled to an extension to time for performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

- A. by unit prices specified in the contract;
- B. by time and material record, and /or
- C. 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 \$100,000.00 must be approved in writing by the City Chief Procurement Officer. Any contract amendment, which amends a unit price, cancels required units, or adds a new type of unit item to the contract must be approved in writing by the Agency Chief Contracting Officer.

ARTICLE 20. ENTIRE AGREEMENT

This written Agreement including any attachment or references which have been incorporated herein, 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 Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 21. PPB RULES

This contract is subject to the Rules of the Procurement Policy Board of the City of New York dated December 2004. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence.

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007, telephone number (212) 669-3000.

ADDENDUM I

The addendum is inserted in the Agreement for the purpose of complying with and obtaining the exemption provided by Section 1115 (6) (15) of the New York State Tax Law, as added by Laws of 1969, Chapter 473 from New York State Sales Tax and Compensating Use Tax, for the purchase of materials required by this contract, except materials consumed by the Contractor in the performance thereof. The Contractor, when bidding, should not include an amount to cover such New York State or New York City taxes.

- a) The City of New York (City) is exempt from payment of Federal, State, Local taxes and Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed work (the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials and consumable supplies).
- b) The Contractor agrees to sell and the City agrees to purchase all supplies and materials, other than consumable supplies, required, necessary or proper for or incidental to the construction of the Project covered by this Agreement. The sum paid under this Agreement for such supplies and materials shall be in full payment and consideration for the sale of such supplies and materials under this Agreement.

The Contractor agrees to construct the Project and to perform all work, labor and services required, necessary or proper for or incidental thereto for the sum shown in the bid for the performance of such work, labor and services, and the sum so paid pursuant to this Agreement for such work, labor, etc. shall be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

- c) The purchase by the Contractor of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or New York City Sales or Compensating Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the Contractor to the City is exempt from the aforesaid sales or compensating use taxes.

With respect to such supplies and materials the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered assuring to the City title to such supplies and materials, free of liens or encumbrances, and the Contractor shall mark or otherwise identify all such materials as the property of the City.

- d) Title to all materials to be sold by the Contractor to the City, pursuant to the provisions of the Contract, shall immediately vest in and become the sole property of the City upon delivery of such supplies and materials to the site and prior to its becoming a part of the permanent structure. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of the Agreement, protect them, maintain them in a proper condition and forthwith repair, replace, and make good any damage thereto, theft or disappearance thereof, theft or disappearance thereof, and furnish additional materials in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.
- e) The purchase by subcontractors of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the Contractor (either directly or through other subcontractors) and therefore not subject to the aforesaid subcontract agreements provide for the resale of such supplies incorporation of such supplies and materials into the permanent construction and that such subcontract agreements are in a form similar to this Contract with respect to the separation of the sale of materials from the work and labor, services, consumable supplies and any other matters to be provided and provided further that the subcontract agreements provide separate prices for (1) materials and (2) all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other work and labor and other things to be provided.
- f) The Contractor and his subcontractors and material men shall obtain any and all necessary Contractor Exempt Purchase Certificates or resale certificates from the appropriate governmental agency or agencies, and furnish a Contractor Exempt Purchase Certificate or resale certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the work covered by this Contract.
- g) In the event any of the provisions of the agreement to which this is an addendum shall be deemed to be in conflict with this addendum or shall be deemed to be in conflict with this addendum or shall create any ambiguity, then the addendum shall control.

SUPPLY AND SERVICE BID LANGUAGE

This contract will be subject to the Mayor's Executive Order No. 50 (1980) (E.O. 50) and the rules and regulations promulgated thereunder. E.O 50 requires municipal contractors to be equal opportunity employers who do not discriminate against employees and applicants for employment in any employment decision, based on race, color, creed, national origin, sex, age disability, marital status or sexual orientation.

Before the contracting agency may award the contract, the proposed Contractor (low bidder or identified vendor) must fulfill E.O. 50's requirements in their entirety. The proposed Contractor on a contract in excess of \$50,000 must submit to the contracting agency a fully completed Supply and Service Employment Report (ER), if the Contractor employs at least 50 employees. (Such covered Contractors who employ less than 50 employees must complete and submit an affidavit to that effect. The affidavit is part of the ER). The contracting agency will send the ER to the Bureau of Labor

Services (Bureau) for pre-award review. The Contractor must file an ER for each facility involved in performing the contract. The ER requires the Contractor to submit four kinds of information:

- 1) information about the nature and results of previous government audits or complaints concerning the Contractor's compliance with equal employment opportunity (EEO) requirements, along with copies of existing Affirmative Action Plan (AAP's);
- 2) copies of fringe benefit plan, personnel manuals, employment applications and collective bargaining agreements where applicable;
- 3) information concerning the Contractor's employment policies and practices in such areas as recruitment, selection and promotion of employees, validation of selection devices, content and dissemination of EEO policies, preemployment physical exams, architectural barriers and facilities for disable employees, compensation and fringe benefits, and;
- 4) a detailed analysis of the racial and sexual composition of the Contractor's workforce by job group. The Contractor must fill out four data tables, including a job match/job group form. The job match/group form gathers the Contractor's job titles into job groups. The other forms require among other things, incumbent, new hire (including salary), promotion and termination (including age) information by race and sex.

Effective September 1, 1984, instead of completing the data tables (including job/match group form) Contractors that maintain personnel information on a computerized data base will be expected to submit the information on computer tapes in the format set forth by the Bureau. Copies of the format, the ER, E.O. 50 and the rules and regulations are available upon request from the contracting agency.

The Bureau will review the completed ER and will authorize the contracting agency to award the contract if the Bureau finds that the Contractor complies with E.O. 50 and the implementing regulations. However, if the Bureau's review identifies under-utilization of minorities or women or employment practices that do not comply with E.O. 50, the Bureau may first confer with the Contractor to develop an Employment Program to correct these problems. Failure to meet the requirements of E.O. 50 may result in the imposition of sanctions including disapproval of the Contractor, or suspension or termination of the contract.

Every subcontract or purchase order (performing part of the prime contract) in excess of \$50, 000 is also subject to the mandates of E.O. 50 and its rules and regulations. The prime Contractor must notify each of its subcontractors or vendors of the requirements and the obligation to submit an ER and must ensure that each subcontractor or vendor submits the ER to the contracting agency.

The contract that the vendor and agency will enter into is mandated to contain E.O. 50 language. The required contractual language is part of Appendix A, General Provisions and is included herein for your information:

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (E.O. 50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied within their entirety. By signing this contract, the Contractor agrees that it:

- (1) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, with respect to all

employment decisions including, by 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;

- (2) will not discriminate in the selection of subcontractors on the basis of the owner's, partner's or shareholders' race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or is an equal employment opportunity employer;
- (4) 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 E.O. 50, and the rules and regulations promulgated thereunder,
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"). Copies of all required reports are available upon request from the contracting agency, and;
- (6) will permit the Bureau to have access to all relevant books, records and accounts by the Bureau for the purpose of investigation to ascertain compliance with such rules, regulations and orders.

The Contractor 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 breach of contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any of all of the following sanctions:

- i.* disapproval of the Contractor;
- ii.* suspension or termination of the contract;
- iii.* declaring the Contractor in default, or;
- iv.* in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility constituted pursuant to the PPB rules and regulations be convened for purposes of declaring a Contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.

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

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

MACBRIDE PRINCIPLES PROVISIONS FOR THE NEW YORK CITY CONTRACTORS

ARTICLE I. MACBRIDE PRINCIPLES

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

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

ATTACHMENT E

**Price Schedule For Reproduction and Convenience Copier
Supply and Services**



FIRE DEPARTMENT OF THE CITY OF NEW YORK
Price Schedule For Reproduction and Convenience Copier
Supply and Services
Pin No. 057030001581



1. Reproduction Services

<u>Year</u>	<u>Monthly Fee</u>		<u>Months</u>		<u>Amount</u>
Year 1	\$ _____	x	12	=	\$ _____
Year 2	\$ _____	x	12	=	\$ _____
Year 3	\$ _____	x	12	=	\$ _____
Year 4	\$ _____	x	12	=	\$ _____
Year 5	\$ _____	x	12	=	\$ _____
Year 6	\$ _____	x	12	=	\$ _____

Total Reproduction Services (Years 1 through 6)..... \$ _____

2. Standalone Digital New Convenience Copier Services

<u>Year</u>	<u>Monthly Fee</u>		<u>Months</u>		<u>Amount</u>
Year 1	\$ _____	x	12	=	\$ _____
Year 2	\$ _____	x	12	=	\$ _____
Year 3	\$ _____	x	12	=	\$ _____
Year 4	\$ _____	x	12	=	\$ _____
Year 5	\$ _____	x	12	=	\$ _____
Year 6	\$ _____	x	12	=	\$ _____

Total Standalone Convenience Copier Services (Years 1 through 6)..... \$ _____

3. Paper Fee*

<u>Monthly Fee</u>		<u>Months</u>		
\$ _____	x	72	=	\$ _____

*Adjusted Annually (on the anniversary date of the contract) based on the Producer Price Index as of the date of Notice to Proceed as follows:

Series ID: WPU091301
 Item: Writing and printing papers

Price Schedule For Reproduction and Convenience Copier Supply and Services

4. Optional Reproduction Staff Services

<u>Year</u>	<u>Type of Service</u>	<u>Rate per hour</u>		<u>Estimated hours per year</u>		<u>Amount</u>
Year 1	Reproduction	\$ _____ x		144	=	\$ _____
Year 2	Reproduction	\$ _____ x		144	=	\$ _____
Year 3	Reproduction	\$ _____ x		144	=	\$ _____
Year 4	Reproduction	\$ _____ x		144	=	\$ _____
Year 5	Reproduction	\$ _____ x		144	=	\$ _____
Year 6	Reproduction	\$ _____ x		144	=	\$ _____

Total Optional Reproduction Staff Services (Years 1 through 6)..... \$ _____

5. Optional Excess Black and White Reproduction Center Copies Per Contract Year

<u>Year</u>	<u>Estimated Excess Copies per Year</u>		<u>Rate Per Copy</u>		<u>Amount</u>
Year 1	500,000	x	\$ _____	=	\$ _____
Year 2	500,000	x	\$ _____	=	\$ _____
Year 3	500,000	x	\$ _____	=	\$ _____
Year 4	500,000	x	\$ _____	=	\$ _____
Year 5	500,000	x	\$ _____	=	\$ _____
Year 6	500,000	x	\$ _____	=	\$ _____

Total Optional Excess Copies (Years 1 through 6)..... \$ _____

6. Optional Excess Color Reproduction Center Copies Per Contract Year

<u>Year</u>	<u>Estimated Excess Copies per Year</u>		<u>Rate Per Copy</u>		<u>Amount</u>
Year 1	200,000	x	\$ _____	=	\$ _____
Year 2	200,000	x	\$ _____	=	\$ _____
Year 3	200,000	x	\$ _____	=	\$ _____
Year 4	200,000	x	\$ _____	=	\$ _____
Year 5	200,000	x	\$ _____	=	\$ _____
Year 6	200,000	x	\$ _____	=	\$ _____

Total Optional Excess Copies (Years 1 through 6)..... \$ _____

Price Schedule For Reproduction and Convenience Copier Supply and Services

7. Optional Network Ready Convenience Copier Services With The Ability To Fax, Scan, And Provide Network Printing

<u>Year</u>	<u>Monthly Fee</u>		<u>Months</u>	=	<u>Amount</u>
Year 1	\$ _____	x	12	=	\$ _____
Year 2	\$ _____	x	12	=	\$ _____
Year 3	\$ _____	x	12	=	\$ _____
Year 4	\$ _____	x	12	=	\$ _____
Year 5	\$ _____	x	12	=	\$ _____
Year 6	\$ _____	x	12	=	\$ _____

Total Optional Network Ready Convenience Copier Services (Years 1 through 6) \$ _____

8. Optional Document Management Services

<u>Description of Service</u>	<u>Amount</u>
Development	\$ _____
License(s)	\$ _____
Installation	\$ _____
Training	\$ _____
Documentation	\$ _____
Maintenance commencing upon Installation and acceptance, including all updates and upgrades	
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____

Total Optional Document Management Services..... \$ _____

Price Schedule For Reproduction and Convenience Copier Supply and Services

PRICE PROPOSAL SUMMARY

Regular Services

1. Total Reproduction Services (Years 1 through 6).....	\$ _____
2. Total Convenience Copier Services (Years 1 through 6).....	\$ _____
3. Total 72 Month Paper Fee	\$ _____
Total Regular Services for Years 1 to 6 (Items 1 + 2 + 3)	\$ _____

Optional Services

4. Total Optional Reproduction Staff Services (Years 1 through 6).....	\$ _____
5. Total Optional Excess Black and White Copies (Years 1 through 6).....	\$ _____
6. Total Optional Excess Black and White Copies (Years 1 through 6).....	\$ _____
7. Total Optional Network Ready Convenience Copier Services (Years 1 through 6)	\$ _____
8. Total Optional Document Management Services.....	\$ _____
Total Optional Services for Year 1 to Year 6 (Items 4+ 5 + 6 + 7 + 8)	\$ _____

Submitted By: _____
(Name of Company)

Authorized Representative: _____
Signature

Print Name: _____

Title: _____

Date: _____

Price Schedule For Reproduction and Convenience
Copier Supply and Services

NOTE: THE QUANTITIES LISTED ON THE PRICE SCHEDULE ARE ESTIMATES USED FOR PRICING EVALUATION PURPOSES. THE FIRE DEPARTMENT WILL NOT GUARANTEE AN AWARD OF A MINIMUM QUANTITY OF SERVICES OR DOLLAR VOLUME

**ATTACHMENT F
AFFIRMATION OF TAXES PAID**

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

Full name of Proposer or Bidder _____
Address _____
City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole proprietorship*
SOCIAL SECURITY NUMBER

B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION

C - Corporation
EMPLOYER IDENTIFICATION

By _____
SIGNATURE

TITLE

If a corporation place seal here
Must be signed by an officer or duly authorized representative.

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