

Important Information for Vendors

- Be sure to read the bid solicitation document and all attachments carefully.
- When completing the bid, be sure that all information is typed or written in ink. For your protection, if there are erasures or alterations, they must be initialed, in ink.
- Be sure to complete and include all required forms.
- Bid must be signed in ink and notarized.
- All downloaded documents must be returned; be sure to keep a copy for your records.
- Be sure to complete and use the mailing label (next page) you have downloaded for the envelope in which you submit your bid.
- Be sure to return/submit the bid so that it is received in the bid room by the due date and time indicated on page A-1 of the bid book. If you use any mail service to submit your bid response, please ensure that your response arrives at least one (1) business day prior to the scheduled bid opening date to accommodate mail processing.
- Any bid solicitation response that arrives at the bid room after the time and date specified in the bid document shall be deemed late and will not be considered.
- If you plan to deliver your bid in person, please allow ample time for entry through security. Bring 2 forms of identification (one with a photo).
- Please note that starting July 1, 2011, postcard notification of bid solicitations will no longer be sent. If you wish continued notification of future bids, you must enroll in City Record Online at www.nyc.gov/cityrecord. Enrollment is free.

As of 8/10/15 you will need to renew your enrollment. If you are renewing your registration, please use the same email as the one used for registration on the old website that way your profile will be transferred. Once you are enrolled or renewed your enrollment, you will be able to download any bid solicitation.

- Bidders and proposers interested in being placed on a bidder or proposer list used by New York City agencies to notify vendors of upcoming contracting opportunities may access/create an account at the following site: Payee Information Portal (PIP) at <http://nyc.gov/pip>.

If you have any questions regarding bid notification, please contact our Vendor Relations staff by fax: (212) 669-7575, or email: dcasdmssvr@dcas.nyc.gov.

Bid #:	Opening Date:	/ /	Time:
Bid Title:			

**THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
OFFICE OF CITYWIDE PROCUREMENT
1 CENTRE STREET
NEW YORK, NY 10007-1614
ATTN: 18th FLOOR BID ROOM**

BID BOOK

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

INVITATION FOR BIDS

BID INFORMATION:

BID TITLE: **Paper, Toilet, Roll, White (CSH)**

BID NO.: **1600211**

SUBMIT BIDS BEFORE

BID OPENING TIME TO: BID ROOM, 18TH FLOOR, MUNICIPAL BUILDING

BID OPENING DATE

AND HOUR: **August 15, 2016 AT 10:30AM**

VERIFICATION BY OATH AND SIGNATURE OF BIDDER:

That being duly sworn, I depose and say: that I have knowledge of the several matters herein stated and they are in all respects true and that I have been authorized to execute the foregoing bid on behalf of said corporation, partnership or firm.

Full Name of Bidder (Company)

Address

Federal Tax Identification No. (EIN No.)

Telephone

[] Corporation
[] Partnership
[] Individual

E-Mail Address

Fax No.

Print Name _____

By: _____
Signature

Title

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

Notary Public

Commission Expires _____, 20__

AFFIRMATIONS

1. BIDDER AFFIRMATION

Bidder affirms that it is not in arrears to the City of New York upon debt or 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 or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Bidder to receive public contracts.

OR

Bidder is unable to declare as above because of the following:

I AFFIRM

I CANNOT AFFIRM
FOR REASONS ABOVE

2. MACBRIDE PROVISIONS

Bidder by checking the yes box and signing this bid, agrees to the MacBride provisions, contained in the Purchase Contract at pages 36-38. See the provisions for the effect of non-agreement on your bid.

MacBride Provisions

Yes

No

3. SIGNATURE OF BID

By signing the cover page, bidder agrees to be bound by all the terms and conditions of the bid documents supplied with the bid and documents referenced in the bid documents including but not limited to: Bid Book, Invitation for Bid, Contract Specific Terms and Conditions, Specifications, Schedule of Quantities and Prices, and the Purchase Contract. All documents, including referenced documents may be obtained from the Office of Vendor Relations, 18th floor, Municipal Building, 1 Centre Street, New York, NY 10007.

MATERIAL SAFETY DATA SHEET

Under the New York State Labor Law, Article 28 (the Right To Know Law), Section 876, any manufacturer, importer, producer or formulator of any toxic substance sold for any use within the state must provide, upon request, specific information on the health hazards and proper handling of such substances. The City of New York, in order to meet its responsibilities under the Law as an employer, requires that manufacturers and suppliers submit such information in the form of a Material Safety Data Sheet for any toxic substance or product containing a toxic substance, as a condition of bid consideration, contract award, and purchase.

A "toxic substance", as defined by the Right To Know Law, includes "any substance which is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances, or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing."

The Material Safety Data Sheet must include the following information: the name or names of the toxic substance, including the generic or chemical name; the trade name of the chemical and any other commonly used name; the level at which exposure to the substance is determined to be hazardous, if known; acute and chronic effects of exposure at hazardous levels; the symptoms of such effects; the potential for flammability, explosion and reactivity of such substance; appropriate emergency treatment; proper conditions for safe use and exposure; and procedures for cleanup of leaks and spills. Additionally the sheet must identify whether the hazardous chemical is a single substance or a mixture which has or has not been tested as a mixture with information required by the Federal Hazard Communication Standard.

LABELING

Products which contain any toxic substance must be properly labeled to meet federal, state and local requirements. Labels must identify the hazardous chemical(s), contain appropriate hazard warnings, name and address of the responsible party (i.e. manufacturer), identify the target organs and the Chemical Abstract Service (CAS) Registry Numbers for the chemical ingredients of the product.

Bid No.: _____

A Material Safety Data Sheet is required and is submitted for the following items (indicate item title):

_____	_____
_____	_____
_____	_____

Are Chemical Abstract Service (CAS) Registry numbers and identification of affected target organs required on the container/package label?

Yes

No

CONTRACT
TABLE OF CONTENTS

I.	<u>Bid Book</u>	(Sectioned into A, B, and C pages)
	A Pages:	Invitation for Bid, Offer, Vendor Signature and Notarization
	B Pages:	Contract Specific Terms and Conditions
	C Pages:	Specifications and Schedule of Quantities and Prices
II.	<u>New York City Purchase Contract</u> (310L/FEBRUARY/2015)	
	Part I	General Definitions
	Part II	Standard Instructions to Bidders
	Part III	General Conditions
	Part IV	Special Conditions
	Part V	Affirmations

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

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

OFFER AND ACCEPTANCE

1. FIRM OFFER

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

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

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

2. CITY'S ACCEPTANCE

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

3. SUBMISSION OF BID

The completed Bid must be submitted in a sealed envelope on or before the time and at the place indicated in the Invitation for Bids. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, bid number and bid title. The Bid and all other documents requiring signature must be signed, and the Bid signature on A-1 must be an original signature and notarized. The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations, including correction fluid/tape, shall be initialed by the signer in ink. The Bid must be properly signed by an authorized representative of the bidder.

4. FALSE STATEMENT

A false statement willfully or fraudulently made in connection with the bid and/or any of the forms completed and submitted to the City in connection with the bid, may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

5. NEW YORK CITY PURCHASE CONTRACT

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

6. PROCUREMENT POLICY BOARD RULES

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

7. BID PROCESS

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

8. PROMPT PAYMENT

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

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

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

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

9. ELECTRONIC FUNDS TRANSFER

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

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

The EFT Vendor Payment Enrollment Form available for download at:

<http://www1.nyc.gov/site/finance/about/doing-business-with-nyc-direct-deposit-program.page>

**(FOR YOUR CONVENIENCE IN PUTTING BID TOGETHER
NOT TO BE SUBMITTED WITH YOUR BID)**

VENDOR CHECKLIST

<u>Document</u>	<u>Vendor Checklist</u>
Offer	<input type="checkbox"/> Signed and Notarized
Material Safety Data Sheet, CF01	<input type="checkbox"/> Not Required, Product Not Toxic <input type="checkbox"/> Not Required and Attached
OTHER (If Required by Contract Terms)	
Bidder's Certificate	<input type="checkbox"/> Not Applicable, None Attached to Bid Book <input type="checkbox"/> Completed and Attached
Manufacturer's Certificate	<input type="checkbox"/> Not Applicable, None Attached to Bid Book <input type="checkbox"/> Completed and Attached
<u>Direct Deposit/Electronic Funds Transfer (EFT)</u> <u>Vendor Payment Enrollment Form</u>	<input type="checkbox"/> Completed and Sent to NYC Department of Finance, Treasury Division

NOTICE TO BIDDERS

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

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

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

Contractor hereby agrees to these provisions.

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain
~~**from engaging in any new investments in Iran: or**~~

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20__

Notary Public

Dated:

BID FORM FOR SECURED TRANSACTIONS

- 1. Are any of the goods and/or services to be provided by bidder pursuant to this solicitation currently the subject of a security agreement, i.e. an agreement that creates or provides a security interest for a third-party?

Yes ____ No ____

- 2. If the answer to question 1 above is yes, the bidder shall provide below the name and address of the third-party with which it has entered into the security agreement as well as the name and telephone number of an authorized representative of that third-party solely for the purpose of the City informing that authorized representative to whom it should direct any notifications it may send to the City in furtherance of its security interest.

Name of Entity: _____

Address: _____

Auth. Rep. Name _____

Telephone Number _____

- 3. Bidder hereby agrees that it shall immediately inform DCAS and provide the information required in paragraph 2 above if at any time after the execution of this document, any of the goods and/or services to be provided by bidder pursuant to this solicitation become subject to a security agreement.

BID FORM FOR SECURED TRANSACTIONS

- 4. Bidder hereby agrees that it shall promptly notify DCAS if any amount due or to become due to the bidder has been assigned to a third-party holding a security interest. Such notice shall be sent to the Deputy Commissioner for Citywide Procurement with a copy to the General Counsel at the addresses listed below.

Department of Citywide Administrative Services

1 Centre Street

New York, NY 10007

Attn: Deputy Commissioner – Office of Citywide Procurement

and

Department of Citywide Administrative Services

1 Centre Street

New York, NY 10007

Attn: General Counsel

Such notice shall contain the following:

Name of Entity: _____

Address: _____

Auth. Rep. Name _____

Telephone Number _____

BID FORM FOR SECURED TRANSACTIONS

- 5. Bidder hereby acknowledges and agrees that this form shall be incorporated into any agreement it may be awarded pursuant to this solicitation and it shall remain in compliance with all of the requirements of this form so long as any payments are owed to bidder including payments that are owed after the expiration of the term of the agreement. Failure to comply with the requirements of this form shall be a breach of a material term of the agreement.

BIDDER NAME: _____

BY: _____

TITLE: _____

FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

BID FORM FOR SECURED TRANSACTIONS

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

On this _____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____, that s/he is the _____ of _____, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation ; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

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

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

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

Exemptions and Exceptions

Notwithstanding the above, the PSSL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSSL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

Records

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

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

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

Compliance with HireNYC and Reporting Requirements

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

HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING REQUIREMENTS

Introduction

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

HireNYC Requirements

A. Enrollment

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

B. Job Posting Requirements

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

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

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

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

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

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

C. Breach and Liquidated Damages

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

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

Audit Compliance

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

Other Reporting Requirements

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

Construction Requirements

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

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

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

Federal Hiring Requirements

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

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

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

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

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

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

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

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

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

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

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

BIDDER'S CERTIFICATE – PAPER PRODUCTS

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

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

Bidder Company: _____ Signature: _____
 Title: _____

MANUFACTURER'S CERTIFICATE

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

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

Name of Paper Mill: _____

Address: _____

Mill Official Name: _____ Title: _____

Mill Official Signature: _____ Date: _____

Telephone Number: _____

PIN: 8571600211

SPECIAL INSTRUCTION TO BIDDERS
CONTRACT SPECIFIC TERMS AND CONDITIONS

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

BID NUMBER: 1600211.

BID TITLE: PAPER, TOILET, ROLL, WHITE (CSH)

ALL INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO:
PURCHASING AGENT: MICHELLE MCCOY AT (212) 386-0469

VENDORS WILL BE SEEN BY APPOINTMENT ONLY

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

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

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

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

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

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

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

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

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

PURSUANT TO PROCUREMENT POLICY BOARD RULE 2-08(F)(2), THE CONTRACTOR WILL BE CHARGED A FEE FOR THE ADMINISTRATION OF THE VENDEX SYSTEM, INCLUDING THE VENDOR NAME CHECK PROCESS, IF A VENDOR NAME CHECK REVIEW IS REQUIRED TO BE CONDUCTED BY THE DEPARTMENT OF INVESTIGATION. THE CONTRACTOR SHALL ALSO BE REQUIRED TO PAY THE APPLICABLE REQUIRED FEES FOR ANY OF ITS SUB-CONTRACTORS FOR WHICH VENDOR NAME CHECK REVIEWS ARE REQUIRED. THE FEE(S) WILL BE DEDUCTED FROM PAYMENTS MADE TO THE CONTRACTOR UNDER THE CONTRACT.

FOR CONTRACTS WITH AN ESTIMATED VALUE OF LESS THAN OR EQUAL TO \$1,000,000, THE FEE WILL BE \$175.

FOR CONTRACTS WITH AN ESTIMATED VALUE OF GREATER THAN \$1,000,000, THE FEE WILL BE \$350.

NOTE:

THIS CONTRACT MAY BE SUBJECT TO VENDEX PRIOR TO AWARD. SHOULD VENDEX BE REQUESTED, VENDOR IS ADVISED THAT THE REQUESTED INFORMATION WILL BE REQUIRED WITHIN 30 (THIRTY) DAYS.

FAILURE TO RESPOND IN THE THIRTY DAY TIME FRAME MAY BE CAUSE FOR BID DISQUALIFICATION.

VENDEX FORMS ARE AVAILABLE FOR DOWNLOAD FROM:

WWW.NYC.GOV/VENDEX

THE PURPOSE OF THIS CONTRACT IS TO PROCURE TOILET PAPER FOR THE CITY OF NEW YORK.

PERIOD OF CONTRACT: MARCH 1, 2017 THRU
FEBRUARY 28, 2022

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

SPECIAL NOTICE TO VENDORS

=====

PRIMARY AND SECONDARY VENDORS:

~~THIS CONTRACT WILL BE AWARDED TO A PRIMARY AND SECONDARY VENDOR. THE SECOND LOWEST RESPONSIBLE BIDDER SHALL BE THE SECONDARY VENDOR. IN THE EVENT THAT EXIGENT CIRCUMSTANCES EXIST THE CITY RESERVES THE RIGHT TO OBTAIN MATERIAL FROM THE DESIGNATED SECONDARY (BACK-UP) VENDOR.~~

HOWEVER, THE CITY RESERVES THE RIGHT TO SELECT A SECONDARY VENDOR BASED ON FACTORS DEEMED TO BE IN THE CITY'S BEST INTEREST.

WHEN THE PRIMARY VENDOR IS UNABLE TO FULFILL THE CITY'S REQUEST FOR TOILET PAPER DELIVERY THE CITY MUST GO TO THE SECONDARY VENDOR. THE PRIMARY VENDOR WILL COMPENSATE THE CITY FOR THE DIFFERENCE IN PRICE BETWEEN PRIMARY AND SECONDARY VENDOR FOR THAT DELIVERY. THE CITY WILL DEDUCT THIS AMOUNT FROM PAYMENTS TO THE PRIMARY VENDOR.

SEE DELIVERY INSTRUCTIONS FOR AWARDED VENDOR

AWARDED VENDOR MUST ESTABLISH AND MAINTAIN A STOCK OF 10% OF CONTRACT AMOUNT INSIDE THE CONTINENTAL USA WITHIN 30 DAYS OF AWARD NOTIFICATION AND FOR THE DURATION OF THE CONTRACT, 5% OF THIS STOCK MUST BE AVAILABLE FOR IMMEDIATE DELIVERY IN CASE OF EMERGENICES.

DELIVERY TIME:

WITHIN 30 CALENDAR DAYS OF THE PERFORATED DATE OF THE MULTI-PART CARBON INTERLEAFED PURCHASE ORDER OR, FOR ELECTRONIC SYSTEM-GENERATED PURCHASE ORDERS, THE PRINTED DATE THAT THE ORDER WAS ACCEPTED INTO THE CITY'S FINANCIAL MANAGEMENT SYSTEM (FMS).

ALL PRICES ARE TO BE ON THE BASIS OF F.O.B. DELIVERY POINT. ALL DELIVERY CHARGES ARE TO BE INCLUDED IN PRICES BID.

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

TIMELY DELIVERIES:

GOODS SUPPLIED UNDER THIS CONTRACT ARE FOR THE CENTRAL STOREHOUSE WHICH MUST KEEP CITY AGENCIES STOCKED WITH PRODUCT ESSENTIAL FOR THE SMOOTH OPERATION OF CITY SERVICES. THEREFORE, TIMELY DELIVERIES ARE REQUIRED AND CITY PERSONNEL WILL RIGOROUSLY ENFORCE THE DELIVERY SCHEDULE AS STATED ABOVE.

ANY VENDOR WHO FAILS TO DELIVER ON TIME WILL BE SUBJECT TO THE BUY AGAINST PROVISIONS OF THIS CONTRACT. THE CITY WILL BUY THE PRODUCT FROM ANOTHER SOURCE, PAY THE PRICE NECESSARY TO SECURE THE PRODUCT IMMEDIATELY, AND CHARGE THE DIFFERENCE BETWEEN THE NEW COST AND THE CONTRACT PRICE (PLUS AN ADMINISTRATIVE FEE) TO THE VENDOR WHO FAILED TO DELIVER ON TIME.

PRODUCT IS TO BE DELIVERED TO:

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF MUNICIPAL SUPPLY SERVICES
CENTRAL STOREHOUSE
66-26 METROPOLITAN AVENUE
MIDDLE VILLAGE, NEW YORK 11379

DELIVERIES SHALL BE BETWEEN 8:00 AM AND 3:00 PM.
NO DELIVERIES ON SATURDAYS, SUNDAYS OR HOLIDAYS.

THE CENTRAL STOREHOUSE RECEIVING DEPARTMENT IS TO
BE NOTIFIED AT LEAST 48 HOURS PRIOR TO DELIVERY
BY PHONE AT:

718-417-2055 OR 718-417-2054 OR 718-417-2053

OR, BY E-MAIL TO:

DCASSTOREHOUSE@DCAS.NYC.GOV

COMMODITY CODE REQUIRED

AN ELEVEN-DIGIT COMMODITY CODE IS REQUIRED AS
PART OF PACKAGE LABELING. THIS CODE WILL BE
REFERENCED ON PURCHASE ORDERS ISSUED FOR ITEM(S)
COVERED BY THIS CONTRACT. VENDOR IS RESPONSIBLE
FOR HAVING COMMODITY CODE STENCILLED ON THE
NARROW SIDE OF ALL PACKAGES.

PACKAGING: STANDARD COMMERCIAL, UNIFORM
PACKAGING SHALL BE MAINTAINED FOR EACH DELIVERY.
EACH CARTON PACKAGE SHALL BE LABELLED ON THE
NARROW SIDE WITH THE QUANTITY, UNIT, DESCRIPTION,
VENDOR'S NAME, COMMODITY CODE, ORDER AND CONTRACT
NUMBER.

AT SUCH TIME AS REQUESTED BY DCAS AND WITHIN 30
DAYS OF SAID REQUEST, THE VENDOR AGREES TO LABEL
EACH CARTON PACKAGE WITH BARCODED INFORMATION.
THE BARCODE LABEL REQUIREMENTS WILL BE IN
ADDITION TO EXISTING LABEL REQUIREMENTS. THE
~~EXACT FORMAT AND CONTENT OF THE BARCODE LABEL IS~~
YET TO BE DETERMINED, BUT THE SIZE AND TYPE OF
THE LABEL AND THE BARCODE SYMBOLOGY OR FONT
(E.G., CODE 39 OR CODE 128) WILL CONFORM TO
WIDELY AVAILABLE, INDUSTRY STANDARD
SPECIFICATIONS. THE INFORMATION TO BE PROVIDED
IN BARCODE FORMAT WILL BE THE SAME OR SIMILAR TO
THE INFORMATION WHICH IS REQUIRED FOR CURRENT
PACKAGE LABELS AND MAY INCLUDE SUCH INFORMATION
AS:

NIGP COMMODITY CODE, PURCHASE ORDER NUMBER,
QUANTITY, VENDOR NAME, CONTRACT NUMBER AND/OR
UNIT OF MEASURE.

IN ADDITION TO AFFIXING BARCODE LABELS UPON
DCAS'S REQUEST TO EACH CARTON PACKAGE, THE VENDOR
WILL ALSO AFFIX A BARCODE LABEL TO THE PACKING
SLIP OR OTHER VENDOR-PROVIDED SHIPPING DOCUMENT
IN THE SAME OR A SIMILAR FORMAT AND WITH THE SAME
OR SIMILAR INFORMATION AS THE CARTON PACKAGE
LABEL.

PACKING LIST AND MSDS SHEET (IF APPLICABLE) MUST ACCOMPANY DELIVERY AND MUST BE ATTACHED TO THE BILL OF LADING AND NOT ATTACHED TO CARTON OR INSERTED THEREIN. SEPARATE PACKING LIST AND MSDS FOR EACH INDIVIDUAL SHIPPING INSTRUCTION OR ORDER IS A MUST. DO NOT CONSOLIDATE SEVERAL SHIPMENTS OR ORDERS ON ONE PACKING LIST.

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY SUBJECT YOUR SHIPMENT TO NON-ACCEPTANCE AND REJECTION.

NOTE: ALL STOREHOUSE DELIVERIES OF PALLETIZED COMMODITIES MUST BE MADE ON OR TO FIT ON NWPCA 48" X 40" PALLETS, MAXIMUM WEIGHT 2,800 POUNDS.

NOTE: PALLETS AND SKIDS ARE THE PROPERTY OF THE CITY OF NEW YORK

***** PALLET EXCHANGE PROGRAM *****
THE PALLET EXCHANGE PROGRAM REQUIRES THAT IF A DELIVERY IS MADE ON A 48" X 40" NATIONAL WOODEN PALLET AND CONTAINER ASSOCIATION (NWPCA) 4-WAY PALLET WITH A MAXIMUM WEIGHT OF 2800 POUNDS, THERE WILL BE AN EVEN EXCHANGE OF PALLETS. IF THE DELIVERY IS MADE ON NON-NWPCA PALLETS, NO PALLET EXCHANGE SHALL BE MADE.

NOTE: MATERIAL MAY NOT OVERHANG THE PALLET BY MORE THAN 2" ON ALL SIDES AND MAY NOT BE STACKED ~~MORE THAN 64" FROM THE FLOOR. FOR ALL DELIVERIES~~ THAT ARE FLOOR LOADED, THE RECEIVING PLATFORM SUPERVISOR WILL INSTRUCT THE DELIVERY TRUCK DRIVER HOW TO PALLETIZE THE MATERIAL WITH NWPCA 4-WAY PALLETS PROVIDED BY CENTRAL STOREHOUSE STAFF AT THE TRUCK TAIL.

PRODUCT PACKAGING MUST BE CONSTRUCTED TO ALLOW TRIPLE STACKING OF PALLETS. THE CENTRAL STOREHOUSE REQUIRES A MINIMUM OF 15 CARTONS PER PALLET.

INVOICE IS TO BE SENT TO:

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
AUDITS AND ACCOUNTS
MUNICIPAL BUILDING
1 CENTRE STREET, 17TH FLOOR
NEW YORK, NY 10007

PRICE ESCALATION

A PRICE INCREASE MAY BE REQUESTED BY THE VENDOR FOUR (4) MONTHS AFTER THE START OF THE CONTRACT. THEREAFTER, PRICE INCREASES MAY BE REQUESTED EVERY QUARTER AFTER THE DATE OF THE PREVIOUS REQUEST. THE INCREASE WILL BE ALLOWED ONLY FOR THE COST OF PRODUCT.

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

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

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

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

PRICE CHANGE CALCULATIONS ON THIS CONTRACT WILL BE BASED ON THE PERCENT CHANGE FOR ITEM BELOW.

SERIES ID: PCU322291322291

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

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

ADJUSTED PRICE=BID PRICE+{MATERIAL COST X(B-A)/A}

WHERE: MATERIAL COST IS THE PORTION OF THE BID PRICE SUBJECT TO A PRICE INCREASE;

A = PPI FOR THE BASE MONTH

B = MOST RECENT ACTUAL PPI

EXAMPLE OF CALCULATION OF PRICE ADJUSTMENT:

BID ITEM PRICE: \$112.00

MATERIAL COST: \$100.00

BASE PPI: 134.3

CURRENT PPI: 137.1

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

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

THE DOCUMENTATION ON PRICE INCREASES MUST SUBSTANTIATE THE CHANGE IN PRICE. ACCEPTABLE DOCUMENTATION TO BE PROVIDED, AT A MINIMUM, INCLUDES:

1. MANUFACTURER NOTICE OF PRICE INCREASE;
2. CHANGES IN THE PRODUCER PRICE INDEX.

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

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

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

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

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

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

SAMPLES:

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

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

USAGE REPORT

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

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

REPORTS SHOULD COVER THE CURRENT PERIOD AS WELL AS TOTAL CONTRACT PERIOD TO DATE. THE REPORT MAY BE SUBMITTED IN HARD COPY, ON CD ROM, OR VIA E-MAIL.

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

REPORTS SHALL BE SENT TO THE ATTENTION OF THE PROCUREMENT ANALYST WHOSE NAME IS LISTED ON PAGE B001, AT THE FOLLOWING ADDRESS:

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

PLEASE NOTE BIDDER'S CERTIFICATE INFORMATION:

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

WHEN OFFERING A PRODUCT WITH RECYCLED
CONTENT VENDOR IS RESPONSIBLE TO INSURE THAT
THE PRODUCT BEING OFFERED MEETS ALL ITEM
REQUIREMENTS IN ADDITION TO ACCEPTABLE
RECYCLED REQUIREMENTS.

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

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

CATEGORY 1: RECOVERED/SECONDARY MATERIAL
CATEGORY 1 CONSISTS OF THE UNIVERSE OF RECOVERED/
SECONDARY MATERIALS WHICH MEANS WASTE MATERIAL
AND BY-PRODUCTS THAT HAVE BEEN RECOVERED OR
DIVERTED FROM SOLID WASTE, BUT SUCH TERM DOES
NOT INCLUDE THOSE MATERIALS AND BY-PRODUCTS
GENERATED FROM, AND COMMONLY REUSED WITHIN, AN
ORIGINAL MANUFACTURING PROCESS. IN THE CASE OF
PAPER AND PAPER PRODUCTS, THE TERM RECOVERED/
SECONDARY MATERIALS INCLUDES:

A. POSTCONSUMER MATERIALS SUCH AS: (1) PAPER,
PAPERBOARD, AND FIBROUS WASTE FROM RETAIL STORES,
OFFICE BUILDINGS, HOMES, AND SO FORTH, AFTER THEY
HAVE PASSED THROUGH THEIR USAGE AS A CONSUMER
ITEM INCLUDING: USED CORRUGATED BOXES, OLD
NEWSPAPER, OLD MAGAZINES, MIXED WASTE PAPER,
TABULATING CARDS, AND USED CORDAGE AND (2) ALL
PAPER, PAPERBOARD, AND FIBROUS WASTE THAT ENTER
AND ARE COLLECTED FROM MUNICIPAL SOLID WASTE.

AND

B. MANUFACTURING, FOREST RESIDUES, AND OTHER WASTE SUCH AS: (1) DRY PAPER AND PAPERBOARD WASTE GENERATED AFTER COMPLETION OF THE PAPER-MAKING PROCESS (THAT IS THOSE MANUFACTURING OPERATIONS UP TO AND INCLUDING THE CUTTING AND TRIMMING OF PAPER MACHINE REEL INTO SMALLER ROLLS OR ROUGH SHEETS) INCLUDING: ENVELOPE CUTTINGS, BINDERY TRIMMINGS, AND OTHER PAPER AND PAPERBOARD WASTE, RESULTING FROM PRINTING, CUTTING, FORMING, AND OTHER CONVERTING OPERATIONS; BAG, BOX AND CARTON MANUFACTURING WASTE; AND BUTT ROLLS, MILL WRAPPERS, AND REJECTED UNUSED STOCK; AND (2) FINISHED PAPER AND PAPERBOARD FROM OBSOLETE INVENTORIES OF PAPER AND PAPERBOARD MANUFACTURERS, MERCHANTS, WHOLESALERS, DEALERS, PRINTERS, CONVERTERS, OR OTHERS; (3) FIBROUS BY-PRODUCTS OF HARVESTING, MANUFACTURING, EXTRACTIVE, OR WOOD-CUTTING PROCESSES, FLAX, STRAW, LINTERS, BAGASSE, SLASH, AND OTHER FOREST RESIDUES; (4) WASTE GENERATED BY THE CONVERSION OF GOODS MADE FROM FIBROUS MATERIALS (E.G. WASTE ROPE FROM CORDAGE MANUFACTURE, TEXTILE MILL WASTE, AND CUTTINGS); AND (5) FIBERS RECOVERED FROM WASTE WATER WHICH OTHERWISE ENTER THE WASTE STREAM.

CATEGORY 2: POSTCONSUMER MATERIAL ONLY,
AS DEFINED IN CATEGORY 1 (A) ABOVE.

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

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

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

NOTE

THIS BID BOOK IS TO BE RETURNED INTACT. PAGES ARE NOT TO BE REMOVED AND SHOULD REMAIN IN THE SAME SEQUENCE AS RECEIVED. FAILURE TO COMPLETE ALL REQUIRED FORMS OR PROVIDE ALL REQUIRED INFORMATION MAY DISQUALIFY YOUR BID.

DESCRIPTION

QUANTITY

UOI

UNIT PRICE

EXTENSION

CLASS/ZONE AWARD 01

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

WEIGHT OF CATEGORY 1 (TOTAL RECOVERED/SECONDARY
MATERIALS) AS A % OF TOTAL ITEM WEIGHT = 100%

WEIGHT OF CATEGORY 2 (POST CONSUMER RECOVERED/
SECONDARY) AS A % OF TOTAL ITEM WEIGHT = 60%

TO BE 100% TOTAL RECYCLED MATERIAL.

ITEM NUMBER: 1.

PAPER, TOILET, ROLL, WHITE, RECYCLED

173000.

CTN

\$ _____ \$ _____

IN ACCORDANCE WITH THE CITY OF NEW YORK

STANDARD SPECIFICATION 26-P-10:16 ATTACHED

COMMODITY CODE : 64075000010.

NOTE: THE COMMODITY CODE MUST BE STENCILLED ON ALL

CARTONS.

COLOR: WHITE

SIZE: 4.0 IN. X 4.0 IN.

SHEET: SINGLE PLY - 1000 SHEETS PER ROLL

CARTON: 96 ROLLS PER CARTON

PACKING: INDIVIDUALLY WRAPPED, CARDBOARD CORE.

NOTE BIDDER TO QUOTE ON 96 ROLLS PER CARTON

NUMBER OF SHEETS PER ROLL.....

NUMBER OF ROLLS PER CARTON.....

TOTAL NUMBER OF CARTONS.....

(PACKING QUANTITIES ARE SUBJECT TO AUDIT)

MANUFACTURER.....

BRAND OFFERED.....

LOCATION OF WAREHOUSE.....

DESCRIPTION

QUANTITY UOI UNIT PRICE EXTENSION

NOTE: BIDDER TO STATE MAXIMUM NUMBER OF CARTONS THAT CAN BE SHIPPED PER WEEK..... (INSERT)

MINIMUM DELIVERY OF 1200 TO 1500 CARTONS PER WEEK IS REQUIRED.

STANDARD COMMERCIAL PACKING REQUIRED FOR EACH DELIVERY - (NO BROKEN CARTONS WILL BE ACCEPTED)

PLEASE NOTE: WE WILL EXCHANGE SKIDS/PALLETS UPON DELIVERY. PLEASE DO NOT INSERT ANY EXTRA CHARGES FOR PALLETS.

DESCRIPTION

ARE YOU BIDDING A PRODUCT WITH RECYCLED CONTENT? YES.....NO.....

IF YES, READ THE "B" PAGES FOR DETAILS AND SUBMIT THE BIDDER'S/MANUFACTURER'S CERTIFICATE (CF-06P) CONTAINED IN THE "A" PAGES OF THIS BID DOCUMENT.

VENDOR MUST COMPLETE THE FOLLOWING:

WEIGHT OF CATEGORY 1 (TOTAL RECOVERED/SECONDARY MATERIALS) AS A % OF TOTAL ITEM WEIGHT = %

WEIGHT OF CATEGORY 2 (POSTCONSUMER RECOVERED/ SECONDARY MATERIALS) AS A % OF TOTAL ITEM WEIGHT = %

COMMODITY CODE: COMMODITY

TOTAL CLASS OR ZONE AWARD (ITEMS 1.00 THRU 1.00) 01\$_____

CASH DISCOUNTS

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

DISCOUNT YES NO TERMS % DAYS

**SPECIFICATION FOR
PAPER, TOILET TISSUE, ROLL**

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

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

1. Intent:

- 1.1. This specification describes one ply toilet tissue in roll form.

2. Classification:

- ~~2.1. The toilet tissue shall conform to the style, type, class and sheet size as specified in the solicitation, contract or purchase order.~~

3. Salient Characteristics:

- 3.1. **Material-** The tissue shall be white and unglazed, produced from clean pulp or reclaimed fibers. The tissue shall be wound on a round paperboard core, made from fibrous, cellulosic material. The percent of post-consumer recycled content shall be as designated in the contract requirements and/or bid documents.

- 3.2. **Workmanship-** Roll toilet tissue shall be trimmed with clean, smooth edges. The paper shall be free from dirt spots, hard slivers, tears, breaks, holes, wrinkles, foreign matter, undigested paper, or any adverse conditions that would affect appearance or serviceability. The sheets shall be distinctly perforated in such a manner that any individual sheet may be easily and evenly detached from the roll. The tissue shall unwind and dispense satisfactorily.

- 3.3. **Odor-** The toilet tissue shall have no disagreeable odor wet or dry.

- 3.4. **Disintegration-** The supplier shall certify that the toilet tissue shall not clog or interfere with the

water flow of waste lines or septic tank systems.

4. Physical Requirements:

4.1. The toilet tissue shall meet or exceed the performance requirements appearing in Table I.

TABLE I- Performance Characteristics

Characteristic	Requirement
Basis Weight (24" x 36"- 500 sheet ream) min, pounds	12.0
Water Absorption, for 0.01 ml max, seconds	60
Brightness both sides, min % (white only)	65%
Tensile Strength Cross Direction (Dry) min, gf/inch	150
Tensile Strength Machine Direction (Dry) min, gf/inch	330
Sheet Size (101.6 mm x 101.6 mm)	4.0" x 4.0"
Prior to Physical Testing, samples shall be conditioned in accordance with TAPPI T-402	

4.2. **Tolerance-** A minus tolerance of 5% and unlimited plus tolerance in basis weight is permitted. Unless otherwise specified, each roll shall contain 1000 sheets, with a roll tolerance of plus or minus $\pm 2\%$.

5. Applicable Documents:

5.1. TAPPI (Technical Association of the Pulp and Paper Industry), ISO (International Standardization Organization) Test Methods and Code of Federal Regulations Title 40 CFR §372.65 are cited:

- TAPPI T-402: Standard conditioning and testing atmospheres for paper, board, pulp handsheets, and related products
- TAPPI T-494: Tensile properties of paper and paperboard (using constant rate of elongation apparatus)
- TAPPI T-410: Grammage of paper and paperboard (weight per unit area)
- TAPPI T-432: Water absorbency of bibulous papers
- TAPPI T-452: Brightness of pulp, paper and paperboard (directional reflectance at 457 nm)
- ISO 2469: Paper, board and pulps- measurement of diffuse reflectance factor (D65 Brightness measured at 457 nm)

- ISO 2470-2: Paper, board and pulps- measurement of diffuse blue reflectance factor (Part 2) Outdoor daylight D65 brightness

Either TAPPI (GE) Brightness or ISO Brightness values will be accepted

- 40 CFR §372.65: Emergency Planning Community Right-to-Know Toxic Chemical Release Reporting- applicable Chemicals and Chemical Categories (Specific Toxic Chemical Listings)

6. Recycled Content & Processing:

- 6.1. The toilet paper core and toilet tissue must be made from 100% recovered material with a minimum of 30% post-consumer recycled content.
- 6.2. Neither chlorine nor any of its derivatives (such as hypochlorite or chlorine dioxide) shall be used as the bleaching agent if bleaching is employed in the manufacturing of virgin pulp used in the product, in the processing of recovered material, or in the manufacturing of the product itself.
- 6.3. The recovered material used to manufacture the product shall not be deinked using a solvent containing chlorine or one listed by the US Environmental Protection Agency pursuant to the Emergency Planning & Community Right-to-Know Act (EPCRA) 40 CFR §350-372 and identified in §372.65 Specific Toxic Chemical Listing. The papermaking process used to produce the toilet paper product shall be Processed Chlorine Free.
- 6.4. Functional papermaking additives or substances used during the papermaking process may not include:
 - Carcinogens, mutagens, or reproductive toxins
 - Chlorinated hydrocarbon disinfectants or biocides
 - Substances known to produce or release carcinogens
 - Heavy metal substances including lead, chromium, mercury, arsenic, cadmium, zinc, antimony, beryllium or selenium
 - Ozone-depleting substances
 - Fragrances
- 6.5. Surfactant used in pulp or paper production, if necessary, must be biodegradable.

7. Quality Assurance Provisions:

- 7.1. **Testing Methods** The samples shall be conditioned and tested in accordance with the following TAPPI or ISO methods. However, other applicable methods of test or examination may be employed if they are satisfactory to the Department of Citywide Administrative Services, or

are satisfactory to a laboratory approved of by the Commissioner of the Department of Citywide Administrative Services.

Table II- Standard Test Methods

Test Parameter	Testing Method
Atmospheric Conditioning	T-402
Dry Tensile Strength	T-494
Basis Weight	T-410
Water Absorption of Bibulous Paper	T-432
Brightness	T-452, ISO 2469, ISO 2470-2

8. Packing & Packaging:

- 8.1. Rolls may be bulk wrapped or individually wrapped or as specified in the bid document.
- 8.2. Unless otherwise specified, Toilet Tissue Paper Rolls shall be packed, labeled, transported, stored, delivered, disposed of and recycled in accordance with Federal, State and City regulations and best commercial practices. The sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium present in any package or packaging component shall not exceed 100 parts per million by weight. All packing and packaging must be recyclable materials. Cardboard cartons must contain a minimum of 40% post-consumer and 60% total recovered fiber content.
- 8.3. Unless otherwise specified on any single purchase order, only one brand may be furnished. Mixed lots varying in origin, trademarks or brands will not be accepted.

9. Identification & Labeling:

- 9.1. Unit containers shall be plainly marked with the name of the material, quantity contained therein, name of the vendor, name of the manufacturer, the number of the contract or purchase order, and the Commodity Code assigned to the item.
- 9.2. Shipping containers shall be plainly marked with the name of the material, quantity contained therein, name of the contractor, the number of the contract or purchase order, and the Commodity Code number.
- 9.3. The vendor must supply a manufacturer's certificate indicating 100% recovered fiber and the post-consumer recycled content offered that must meet the specified bid requirement (minimum of 30% post-consumer recycled content) is used in Toilet Paper Roll production.
- 9.4. The vendor must supply a manufacturer's certification that the Toilet Paper Rolls are manufactured Processed Chlorine Free, that is neither chlorine nor any of its derivatives are employed in the manufacture of the paper pulp or paper product.

**10. Product-Specific Performance Standards- Environmentally
Preferable Products:**

10.1. Bidder may provide and deliver an environmentally preferable product, certified according to either one of the following standards established by the third party certification organization, provided the product meets all performance criteria, including occupational health and environmental requirements as set forth in this specification:

- Green Seal™ Certification (GS-1 Sanitary Paper Products)
- Ecologo® UL Environment Product Certification (UL 175 Standard for Sanitary Paper Products)

APPENDIX

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

- (A) **Name of Commodity:** Paper, Toilet Tissue, Roll
- (B) **Specification Symbol:** #26-P-10:16
- (C) **Quantity:** State number of rolls
- (D) **Delivery:** - State destination point(s) and manner of delivery

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

If, in the opinion of the inspector, tests and analyses are necessary to determine compliance with any requirement of this specification, at least twelve (12) rolls of Toilet Tissue Paper shall be taken as representative of the delivery.

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

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