

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

**SCRAP METAL REMOVAL
INFORMATION FOR BIDDERS, BID,
AGREEMENT, AND SPECIFICATIONS**

**FOR FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT
NECESSARY FOR THE PROVISION OF:**

**THE REMOVAL, RECEIPT AND PROCESSING PAYMENT OF
RECYCLABLE METAL FROM VARIOUS COLLECTION LOCATIONS
THROUGHOUT THE FIVE (5) BOROUGHES OF NEW YORK CITY**

E-PIN 85616B0003

LOCATED IN THE (5) BOROUGHES OF NEW YORK CITY

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

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](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.

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 PSLL 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 PSLL. 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 PSLL 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 PSSL 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 PSSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSSL, 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 PSSL 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 PSSL 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 PSSL 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 PSSL 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 PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

INVITATION FOR BIDS DOCUMENTS

CONTENTS

- I. Bid Booklet (Distributed Separately - See Bid Booklet for Contents)
- II. Contract Documents
 - A. Information for Bidders
 - B. DCAS Scrap Metal Contract
 - Article 1 – Definitions
 - Article 2 - Time of Performance
 - Article 3 - Scope of Services
 - Article 4 - Payment
 - Article 5- Liability of Contractor
 - Article 6 – Insurance
 - Article 7- Provisions Relating to Labor
 - Article 8 – Records
 - Article 9- Representations and Warranties
 - Article 10 - Covenants of the Contractor
 - Article 11 – Termination
 - Article 12 - Resolution of Disputes
 - Article 13 – Miscellaneous Provisions
 - Article 14 - Entire Contract Declaration
 - C. Specifications
 - D. Comptroller's Prevailing Wage Rate Schedule (if required)

INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and any locations for which bids are requested are specified in Schedule "A", Bid Information. Schedule "A" is included as the final page(s) of the Bid Booklet.

2. Time and Place for Receipt of Bids

a. Sealed bids shall be received by the Department of Citywide Administrative Services no later than the time set forth in Schedule "A" and at the location set forth therein. The bids will be opened publicly at the time, date and place set forth in Schedule "A".

b. 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 notarized.

3. Invitation for Bids and Contract Documents

a. Except for titles, sub-titles, 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 the Contract and the Invitation for Bids.

1. The Notice of Solicitation and Proposal for Bids.
2. The Information for Bidders.
3. The Bid.
4. The Contract.
5. The Specifications.
6. All addenda issued prior to the receipt of bids.
7. All provisions required by law to be inserted in this Contract whether actually inserted or not.
8. The Notice of Award.
9. Bid Security Deposit.
10. Notice to Proceed.

b. For particulars as to this solicitation, prospective bidders are referred to the Invitation for Bids documents. A copy of such documents can be obtained at the location set forth on Schedule "A".

c. Deposit for Copy of Invitation for Bids Documents - For each set of Invitation for Bids Documents, the bidder shall submit a check or money order for Thirty-Five dollars (\$35.00) payable to the NYC Department of Citywide Administrative Services and drawn upon a state or

national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

d. Return of Deposit - Such deposit will be returned within thirty (30) days after the award of the Contract or the rejection of all bids as set forth in the advertisement provided the Invitation for Bids documents are returned to the location specified in Schedule "A" in satisfactory physical condition.

e. Additional Copies - Additional copies of the Invitation for Bids documents may be obtained subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

Details concerning any mandatory or optional pre-bid conference may be found in Schedule "A".

Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation for Bids, unless a change is made by written addendum as provided in Section 7, below.

NOTE: Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the person indicated in Schedule "A".

7. Examination of Proposed Contract

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

b. Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are advised that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

8. Form of Bids

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR SERVICES ISSUED BY THE OFFICE OF CITYWIDE PROCUREMENT. IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS AND STATUTES, THE OFFICE OF CITYWIDE PROCUREMENT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE BID BOOK, THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE SCHEDULE.

a. Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose, and that it is in all respects fair and without collusion or fraud; d) a statement that no City Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

b. All bids shall be submitted on forms provided by the City, upon which the Bidder shall insert the bid price, or other information requested, and shall sign and submit along with all other necessary submissions. The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations shall be initialed by the signer in ink. Failure to conform to the requirements of this Section shall result in the rejection of the bid.

c. Submission of Bids. All bids shall be submitted in a sealed envelope, addressed as required in the bid documents, on or before the time and the place designated in the bid documents. A bid will not be accepted if it is received by the DCAS Office of Citywide Procurement after the time scheduled for the opening. This applies to bids sent in any medium (mail, hand delivery or electronically). If a Bidder chooses to use a special delivery service it will be the responsibility of the Bidder to ensure that the bid is delivered directly to the DCAS Office of Citywide Procurement's Bid Room. Bids must indicate on the outside envelope the bid number and bid opening date; otherwise the bid will not be accepted and will not be opened.

d. Sales, Excise and Federal Transportation Taxes. Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. Any price bid for a City of New York purchase, if applicable, whether computed as a net Unit Price or based upon a trade discount from catalog list prices, must be exclusive of taxes and will be so construed. A Purchase Order, or other approved writing indicating the City of New York as the purchaser, is the only documentation that may be accepted as evidence of sales tax exemption.

e. Additional Services Units and Service Sites. The City reserves the right to change the number of units to be serviced and the service points set forth in this Contract.

9. Bidder's Oath

a. The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

b. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted 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 and may be subject to possible criminal prosecution.

10. Site Visit

Where the Invitation for Bids involves performance of services on City facilities, all bidders are urged and expected to inspect the site(s) where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.

11. Irrevocability of 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 withdrawn as provided for in Sections 15 and 18, below.

12. Acknowledgment of Addenda

The receipt of any addenda to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

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

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

The Agency's decision to honor a Bidder's request for confidentiality shall be limited as to the audit authority of applicable entities, such as the Comptroller or federal agencies, or as otherwise required by law including, but not limited to, the Freedom of Information Law.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by a written notice that is received in the office designated in Schedule "A", before the time and date set for the bid opening.

If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Vendor Selection

(a) The Contracts will be awarded to the highest bidder: (a) whose bid conforms to the terms set out by the City in the solicitation ("responsive"); and (b) who has the capability in all respects to perform in full the contract requirements, and the business integrity and reliability that will assure good faith performance ("responsible").

(b) Examination before Award. The City reserves the right, before making an award, to conduct examinations to determine whether the Services proposed to be furnished meet the requirements set forth in the Contract. If any such examination shows that the Contract requirements are not complied with, or that Services proposed to be furnished do not meet the requirements called for by the Contract, the ACCO may reject such bid, and may award the Contract to the next highest responsive and responsible bidder. Nothing in the foregoing shall mean or imply that it is obligatory upon the City to make any examinations before awarding a Contract and the making or a waiver of any such examination in no way relieves the Contractor from fulfilling all requirements and conditions of this Contract.

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

(d) Alternate Services. A Bidder may not bid multiple services for one bid item. If a

Bidder offers more than one, only the highest payment price offering will be considered. If the payment price offerings are identical, only the first item listed will be considered.

(e) **Waiving Informalities.** The ACCO reserves the right to waive any informality, technicalities, irregularities and omissions in a bid when the ACCO deems such waiver to be in the interest of the City.

(f) **A Contract shall be awarded, if at all, to the responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and whose bid price to be paid to the City is the most favorable bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.**

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.

The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids

A bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.

If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

- a. Mistake Discovered Before Bid Opening - A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid before the time and date set for bid opening.
- b. Confirmation of Bid - When the Contracting Officer knows or has reason to conclude after bids have been publicly opened that a mistake has been made, such officer shall request from the bidder written verification of the bid. In accordance

with Section 3 02(m) of the PPB Rules, if the bidder alleges mistake, the bid may be corrected or withdrawn upon the approval of the Agency Chief Contracting Officer if the following conditions are met:

(1) Minor Informalities. Minor Informalities are matters of form, rather than substance, evident from the bid document or insignificant mistakes that can be waived or corrected without prejudice to other bidders. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City. These include the failure of a bidder to:

(A) return the number of signed bids required by the Information for Bidders, or

(B) acknowledge receipt of an amendment to the Information for Bidders, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality or delivery.

(2) Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn (e.g., typographical errors, errors in extending unit prices, transportation errors, and arithmetical errors).

(3) Mistakes Where Intended Correct Bid is Not Evident. Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination, which shall be approved by the Agency Chief Contracting Officer:

(A) The mistake is known or made known to the Agency prior to the vendor selection or within three days after the opening of the bid, whichever period is shorter;

(B) The price bid was based on an error of such magnitude that enforcement would be unconscionable;

(C) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(D) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial

quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(E) It is possible to place the City in the same condition that had existed prior to the bid.

Upon the approval of the Agency Chief Contracting Officer, the bid may be withdrawn, and the security, if any, returned to the bidder. Thereafter, the Agency may, in its discretion, award the Contract to the next highest bidder or resolicit a contract. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.

c. Mistakes Discovered After Vendor Selection

Mistakes shall not be corrected after vendor selection except where the Agency Chief Contracting Officer, subject to the approval of the City Chief Procurement Officer, makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

20. Tie Bids

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

- (i) Select a certified New York City minority owned or woman-owned business or emerging business entity bidder;
- (ii) Select a New York City bidder;
- (iii) Select a certified New York State small, minority or woman-owned business bidder;
- (iv) Select a New York State bidder.

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

21. Rejection of Bids/Negotiation with Highest Bidder

a. Rejection of Individual Bid. The Agency Chief Contracting Officer may reject a bid if:

- (1) The bidder fails to furnish any of the information required pursuant to Sections 24 or 28 hereof; or
- (2) The bidder is determined to be not to be responsible because it does not have the capability in all respects to perform in full the contract requirements, and the business integrity and reliability that will assure good faith performance; or
- (3) The bid is determined to be non-responsive because a vendor whose bid or proposal does not conform to the terms set out by the City in the solicitation; or
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of such items.

b. Rejection of All Bids. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit by any authorized method.

c. Negotiation with the Apparent Highest Responsive and Responsible Bidder. Upon determination of the apparent highest responsive and responsible bidder, and prior to award, the Contracting Officer may elect to open negotiations with the selected vendor in an effort to improve the bid to the City with respect to price only.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to PPB Rules §§ 2-07, 2-08 and 2-10.

23. Affirmative Action and Equal Employment Opportunity

This Invitation for Bids is subject to all applicable provisions of federal, state and local laws and executive orders: (a) requiring affirmative action and equal employment opportunity; (b) prohibiting unlawful discriminatory practices; and (c) governing labor practices. Such laws and executive orders include, but are not limited to: New York State Labor Law, Section 220-e; New York City Administrative Code, Section 6-108; and City Executive Order No. 50 (1980), as revised, and the rules set forth at 66 RCNY Section 10-01 et seq. Bidders shall comply with all such provisions as are applicable. The Contract awarded from this solicitation may be cancelled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this Section 23.

24. VENDEX Questionnaire and Administrative Fee

a. Bidders will be required to submit completed VENDEX questionnaires. VENDEX questionnaires must be completed and submitted by those bidders selected for award, and reviewed by the Department of Investigation, prior to award. Any questions concerning this requirement must be submitted to the ACCO or the contact person for this Contract.

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

c. Pursuant to the PPB Rules § 2 08(e)(8), whenever the CCPO has permitted the filing of some or all of the required information within thirty (30) days after the registration of the Contract, the submission of the required information within the required time period is a material term and condition of the contract and the City may terminate the Contract without penalty to the City in the event of violation of the condition. The Mayor or his or her designee may determine on the basis of the belatedly filed information that it is in the best interest of the City to terminate the Contract. The Comptroller or his or her designee may determine that the belatedly filed information reveals matters which if provided earlier would have provided a basis for an objection to registration of the Contract by the Comptroller, and the Mayor or his or her designee may determine that he or she would have agreed with such determination and may terminate the Contract. Notwithstanding any provision of this Contract to the contrary, if the City terminates this Contract pursuant to these provisions, the City shall have no obligation to pay to the Contractor any amounts representing lost or anticipated profits, and shall retain any other rights it has in law or contract to recover monies paid to the Contractor prior to termination of this Contract.

d. Whenever a late filing of required VENDEX information (i.e., within thirty (30) days after the registration of the Contract) is permitted and the Contractor fails to submit the required information within the required time period, that fact shall be communicated to the CCPO and the Comptroller and shall be included in the VENDEX data base. Until the information has been filed with the CCPO:

- (1) No further contract shall be awarded to that Contractor;
- (2) The Contractor shall be ineligible to bid or propose or otherwise be awarded a further Contract; and
- (3) No payments shall be made to the Contractor for performance on that contract unless authorized in writing by the CCPO.

c. (1) Bidders may be obligated to submit completed VENDEX Questionnaires with this bid. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, VENDEX Questionnaires must be completed and submitted with the bid. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the Agency Contact

Person for this bid solicitation.

(2) The Vendor 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 Vendor would also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be added to the payments made from the Vendor to the City under the Contract. For a contract with an estimated value of less than or equal to \$1,000,000, the fee will be \$175; for a contract with an estimated value of greater than \$1,000,000, the fee will be \$350.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts with the City of New York. 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 1005, New York, New York 10007; telephone number (212) 669-2323 or at contract@comptroller.nyc.gov.

26. Bid Security

(A) Bid Security - Each bid must be accompanied by bid security in an amount and type specified in Schedule "A". The bid security shall assure the City of New York of the adherence of the bidder to its bid, the execution of the Contract, and the faithful performance by the Contractor of a Contract awarded hereunder. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) highest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) The bid security will be returned to a Contractor awarded a Contract upon the expiration or termination of the Contract, provided the Contractor is not declared in default thereunder.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) highest bidders at the time of rejection.

(B) Acceptable Types of Security - Acceptable types of bid security shall be by a bank certified check or money order.

27. Failure to Execute Contract and Furnish Security

In the event of failure of the successful bidder to execute the Contract and furnish any required security, within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall

be retained by the City, and the successful bidder shall be liable for, and hereby agrees to pay on demand, the difference between the price bid and the price for which such contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed personnel and qualifications of its working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications – In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to its proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

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

29. Department of Small Business Services, Division of Labor Services Information

(A) Who Must File A Complete Employment Report

In accordance with New York City Charter Chapter 56, Executive Order No. 50 (1980) and the implementing rules, the filing of a complete Employment Report ("ER") is a requirement of doing business with the City of New York if you meet all of the following conditions:

1. You have been identified as the highest bidder for a supply or service contract or your proposal for supplies or services has been accepted; and

2. The contract value exceeds \$100,000; and
3. Your firm employs 50 or more people.

Please note that bidder's suppliers, subcontractors or vendors performing on the Contract who meet conditions 2 and 3 must also file an ER.

If you are the high bidder, an ER will be sent to you under separate cover.

(B) Who Must File a Less Than 50 Employees Certificate

1. If your company or any of its facilities performing on the Contract has fewer than 50 employees, although the Contract value exceeds \$100,000, you need only submit a "Less Than 50 Employees Certificate".
2. If there is subcontractor, supplier or vendor to the prime contractor and any of its facilities performing on the Contract has fewer than 50 employees, although the subcontract value exceeds \$100,000, it needs only submit the "Less Than 50 Employees Certificate".

30. PPB Rules

This Invitation for Bids is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Invitation for Bids, the PPB Rules shall take precedence. All references in the New York City PPB Rules for the purpose of this solicitation document to lowest bid, as applicable, shall be deemed to mean highest bid.

31. Estimates of Quantity

Bidders are advised that the City's estimate of quantities of the various items of service is an approximation only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered a part of the Contract. The quantities actually required to complete the Contract work may be more or less than so estimated and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

32. MacBride Principles Provisions

ARTICLE I. MacBride Principles - Notice to All Prospective Contractors

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

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

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

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

PART A

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

PART B

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

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

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

ARTICLE II. Enforcement of Article I.

The contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this Section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or

contractors. In the case of a requirement contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

32. Whistleblower Protection Expansion Act

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.

**CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
CONTRACT**

THIS AGREEMENT made and entered into as of this _____ day of _____, 2015 by and between the City of New York ("City"), by its Department of Citywide Administrative Services ("DCAS"), located at One Centre Street, 18th Floor, New York, NY 10007, and _____ located at _____.

WITNESSETH:

In consideration of the mutual agreements herein contained, the City and Contractor hereby agree as follows:

ARTICLE 1 - DEFINITIONS

The words and expressions set forth below, or pronouns used in their stead, have the following meaning in this Contract, unless a different meaning is clear from the context:

- 1.1** "Addendum" or "Addenda" means additional written Contract provisions and or specification clarifications that the Commissioner may issue prior to the receipt of bids.
- 1.2** "Agency" means the department, board, bureau, office or other City subdivision for which the services are being provided.
- 1.3** "Agency Chief Contracting Officer" or "ACCO" means a person delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.
- 1.4** "Agency Head" or "Commissioner" means the Commissioner of the Department of Citywide Administrative Services of the City of New York, or his or her authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.
- 1.5** "Amendment" or "Contract Change" means any alteration in specifications, period of performance, price, quantity, or other provisions of any contract signed and approved by the proper authorities, as required by Law or rule. It must be written and, if required, approved by Corporation Counsel.
- 1.6** "Business Days" means Monday through Friday with the exception of City Holidays.
- 1.7** "Change Order" means any Contract alteration, change, amendment, or modification that has been approved as required by Law.

- 1.8** "City" means the City of New York.
- 1.9** "City Chief Procurement Officer" or "CCPO" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the ACCOs.
- 1.10** "City Holidays" means New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. If any of the above falls on a Saturday, the City Holiday is observed the preceding Friday; if any of the above fall on a Sunday, the City Holiday is observed the succeeding Monday.
- 1.11** "Commencement Date" means the date stated in DCAS's written Notice to Proceed as the date that the Contractor must begin performing the Contract services.
- 1.12** "Comptroller" means the Comptroller of the City of New York.
- 1.13** "Contract" or "Agreement" means the various documents that constitute the contract between the Contractor and the City through which payment for removed or delivered Scrap Metal material shall be made to DCAS.
- 1.14** "Contracting Officer" means any person duly authorized to enter into or to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within limits of authority.
- 1.15** "Contractor" means the person, firm or corporation awarded this Contract and obligated to pay the City for the purchase of Scrap Metal and furnish and deliver the Contract services to the City in accordance with all the terms and conditions of the Contract.
- 1.16** "Information for Bidders" means the information for bidders attached to the solicitation package as Section A. including the Bid-Specific Information for Bidders and the Information for Bidders.
- 1.17** "Law" or "Laws" means 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, any ordinance, rule or regulation having the force of law, or common law.
- 1.18** "Notice to Proceed" means the written notice sent by DCAS to the Contractor directing the Contractor to begin performing the Contract services.
- 1.19** "Procurement Policy Board" or "PPB" means the board established pursuant to Charter §

311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

1.20 "Solicitation Documents" means the entire package of documents that is issued for the purpose of soliciting bids to enter into a Contract with DCAS.

1.21 "Specifications" means all the directions, requirements and standards of performance applying to the services detailed in this Contract, including, but not limited to, some or all of the following: (a) the detailed specifications; (b) any general specifications and provisions applicable to the services of the type called for in this Contract.

ARTICLE 2 - TIME OF PERFORMANCE

The time of performance of this Contract shall commence on the Commencement Date and expire three (3) years therefrom ("Term"). The City, in its sole discretion, may renew this Contract for an additional three (3) years under the same terms and conditions.

ARTICLE 3 - SCOPE OF SERVICES

3.1 CONTRACT SERVICES TO BE PERFORMED

In furtherance of its purchase of Scrap Metal from the City, the Contractor shall perform all the services for the removal or receipt of delivery of Scrap Metal as set forth in the Specifications attached to this Contract in the manner and within the time therein specified.

3.2 CONTRACT CHANGES

Any Amendment or change to this Contract shall not be valid unless made in writing and signed by authorized representatives of both parties.

ARTICLE 4 - PAYMENT

4.1 The Contractor agrees to pay to the City and the City agrees to accept as full consideration for the performance of the Contract, the revenue amount set forth in its bid, as same may be adjusted in accordance with the Specifications. All such payments shall be made in the manner set forth in the Specifications.

4.2 The City shall submit numbered invoices to the Contractor for payment in accordance with the payment schedule set forth in the Specifications.

4.3 The City shall have the right of setoff against any unpaid amount due to the Contractor under any contract between the City and the Contractor as a partial remedy for any of the Contractor's breaches of any representation, warranties, or agreements set forth in

this Contract including, but not limited to the performance of the Services and the Late Payment Charge. This right of setoff shall survive the termination of this Contract.

- 4.4** The Contractor's bid security deposit shall be retained by the City as security for the Contractor's faithful performance of the Contract. The bid security will be released upon the expiration or termination of the Contract. If the Contractor is declared in default hereunder, the amount of such deposit, or so much thereof as the Comptroller may deem necessary, may be retained and then applied by the Comptroller:

4.4.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

4.4.2 To indemnify the City against any and all claims.

ARTICLE 5- LIABILITY OF CONTRACTOR

5.1 GENERAL LIABILITY

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 services performed under this Contract resulting from any act of omission or commission or error in judgment of any of 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.

5.2 PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

5.2.1 The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Contract.

5.2.2 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 this Contract, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Contract or of Law by the Contractor, its officers, employees, agents or subcontractors.

5.2.3 The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any

negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Contract or of the Laws. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

5.2.4 The rights and remedies of the City provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by Law or contract.

5.3 INFRINGEMENT INDEMNIFICATION

5.3.1 The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Contract. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Contract's scope of services. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

5.3.2 The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Contract. The provisions of this Contract shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 6 – INSURANCE

6.1 CONTRACT TO INSURE

The Contractor shall not commence performing Services under this Contract unless and until all insurance required by this Article 6 is in effect, and shall ensure continuous insurance coverage in the manner, form and limits required by this Article 6 throughout the term of the Contract. Minimum insurance amounts shall be detailed in the A Pages of the Bid Book, attached hereto as part of the Contract Documents.

6.2 COMMERCIAL GENERAL LIABILITY INSURANCE

6.2.1 The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any Services provided under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 20 10 and, and shall be "occurrence" based rather than "claims-made."

6.2.2 Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in the A Pages of the Bid Book but only for claims arising from the Contractor's operations under this Contract, with coverage at least as broad as the latest edition of ISO Form CG 20 37.

6.3. WORKERS' COMPENSATION, DISABILITY BENEFITS, AND EMPLOYER'S LIABILITY INSURANCE

6.3.1 The Contractor shall provide, and shall cause its Subcontractors to provide, Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing Services under this Contract.

6.3.2 Pursuant to General Municipal Law § 108, this Contract shall be void and of no effect unless Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.

6.4. UNEMPLOYMENT INSURANCE

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

6.5. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

6.5.1 The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

6.5.2 If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

6.6. OTHER TYPES OF INSURANCE

The Contractor shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in the A Pages.

6.7. GENERAL REQUIREMENTS FOR INSURANCE COVERAGE AND POLICIES

6.7.1 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- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.

6.7.2 All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

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

6.7.4 The City's limits of coverage for all types of insurance required pursuant to the A Pages of the Bid Book shall be the greater of (i) the minimum limits set forth in the A Pages or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

6.7.5 The Contractor may satisfy its insurance obligations under this Article 6 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

6.7.6 In his or her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

6.7.7 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form and limits required by this Contract and shall be authorized to perform Services only during the effective period of all required coverage. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop providing Services, and shall not recommence providing Services until authorized in writing to do so by the Commissioner. Contract time shall continue to run during such periods and an extension of time shall only be granted in the Commissioner's sole discretion. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.

6.8 PROOF OF INSURANCE

6.8.1 For each policy required under this Contract, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file proof of insurance with DCAS within ten (10) days of award of this Contract. For Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, proof shall be filed by a date specified by the Commissioner or ten (10) days prior to the commencement of the Services covered by such policy, whichever is earlier.

6.8.2 For Workers' Compensation Insurance provided pursuant to Section 6.3 (Workers' Compensation, Disability Benefits and Employer's Liability Insurance) of this Article, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers'

Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 4, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.

6.8.3 For all other policies provided pursuant to this Article 6, the Contractor shall submit one or more Certificate of Insurance on forms acceptable to the Commissioner. All Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; (b) for insurance secured pursuant to Section 6.2 (Commercial General Liability Insurance) of this Article, that the City or any other entity specified in the A Pages of the Bid Book is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (d) the number assigned to the Contract by the City. All Certificate(s) of Insurance must be accompanied by one of the following: (1) the Certification by Insurance Broker or Agent in the form attached to this Contract setting forth the required information and signatures; or (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

6.8.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article 9 (Proof of Insurance). Such Certificates of Insurance shall comply with the requirements of Sections 6.7.1 and 6.7.2 herein, as applicable.

6.8.5 The Contractor shall provide the City with a copy of any policy required under this Article 6 upon the demand for such policy by the Commissioner or the New York City Corporation Counsel.

6.8.6 The Contractor shall not commence performance of any services unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 6 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

6.9 MISCELLANEOUS

6.9.1 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 6 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward

a copy of such notice to both the Commissioner, Department of Citywide Administrative Services, Municipal Building, 1 Centre Street, New York, New York 10007, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, 1 Centre Street, Room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 6.

6.9.2 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 6, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

6.9.3 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 6, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.

6.9.4 Apart from damages or losses covered by insurance provided pursuant to Sections 6.2 (Commercial General Liability Insurance) and 6.4 (Workers' Compensation, Disability Benefits and Employer's Liability Insurance) of this Article, the Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required by this Article 6 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Contract.

6.9.5 There shall be no self-insurance program with regard to any insurance required under this Article 6 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance under this Article 6, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

6.9.6 Materiality/non-waiver. The Contractor's failure to secure policies in complete conformity with this Article 6, or to give an insurance company timely notice of any sort required in this Contract or to do anything else required by this Article 6, shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any

action or inaction by the City at any time.

6.9.7 Other remedies. Insurance coverage provided pursuant to this Article 6 or otherwise shall not relieve the Contractor or its subcontractors of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Contract or Law.

6.9.8 Subcontractor insurance. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Contract and requires such subcontractor to name the Contractor as an additional insured thereunder, the Contractor shall ensure that the subcontractor name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 7- PROVISIONS RELATING TO LABOR

7.1 SUPERVISION BY CONTRACTOR

7.1.1 The Contractor shall give its personal supervision to the services or have a competent manager, foreman, or supervisor who is satisfactory to DCAS assigned to supervise the services at all times during performance of this Contract.

7.1.2 In the performance of this Contract, 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.

7.1.3 All services shall be performed in a skillful and workman-like manner. DCAS may require, and the Contractor agrees to, the removal from the performance of services any of the Contractor's personnel or its subcontractor's personnel deemed incompetent, careless or otherwise objectionable by DCAS. With or without cause, DCAS may cause any personnel supplied by the Contractor to be removed from the performance of the Contract by notifying the Contractor by phone that DCAS desires such removal. The Contractor agrees to remove the identified personnel upon receipt of notification.

7.2 NOTICE OF LABOR DISPUTES

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

7.3 MINIMUM WAGE AND WORKING CONDITIONS

7.3.1 Except for those employees whose minimum wage is required to be fixed

pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Contract shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Contract.

7.3.2 No part of the services 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 services is to be performed shall be prima facie evidence of compliance with this Section.

ARTICLE 8 - RECORDS

8.1 BOOKS AND RECORDS

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

8.2 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the expiration or termination of this Contract, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

8.3 INSPECTION

8.3.1 At any time during the Contract or during the record retention period set forth in section 8.2, the City, including DCAS and DCAS's Office of the Inspector General, as well as City, State of New York and federal auditors and any other persons duly authorized by the City shall, upon

reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Contract shall be subject to immediate inspection, review, and copying by DCAS's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

8.3.2 The City shall have the right to have representatives of DCAS, the City and State of New York, or the federal government present at any site where Services are being performed to observe its performance.

8.4 AUDIT

8.4.1 This Contract and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Contract, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, DCAS, and DCAS's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

8.4.2 Audits by the City, including the Comptroller, DCAS, and DCAS's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Administrative Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Administrative Code.

8.4.3 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by DCAS and the Comptroller in the exercise of his/her powers under Law.

8.5 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Contract involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of DCAS's designated official. Upon the request by DCAS at any time during the Contract or after the Contract has expired or terminated, the Contractor shall return to DCAS any City books, records, documents, or data that has been removed from City premises.

8.6 ELECTRONIC RECORDS

As used herein, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

ARTICLE 9- REPRESENTATIONS AND WARRANTIES

9.1 PROCUREMENT OF CONTRACT

9.1.1 The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. 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 Contract and the City relies upon such representations and warranties in the execution of this Contract.

9.1.2 For any breach or violation of the representations and warranties set forth in Section 9.1.1 above, the Commissioner shall have the right to annul this Contract without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Contract. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Contract.

9.2 CONFLICT OF INTEREST

9.2.1 The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Contract. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Contract.

9.2.2 Consistent with Charter § 2604 and other related provisions of the Charter, the Administrative Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this

Contract. This Section 9.2.2 shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Contract where their sole personal interest is in the Contractor.

9.2.3 The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

9.3 FAIR PRACTICES

9.3.1 The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

9.3.1.1 The prices and other material terms set forth in this Contract have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

9.3.1.2 Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Contract which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

9.3.1.3 No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

9.3.2 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 and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

ARTICLE 10 - COVENANTS OF THE CONTRACTOR

10.1 EMPLOYEES OF THE CONTRACTOR

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Contract

are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Contract. Nothing in the Contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Contract, nothing in this Contract shall impose any liability or duty on the City to any person or entity.

10.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and DCAS agree that the Contractor is an independent contractor and not an employee of DCAS or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Contract, and they will not, by reason of this Contract, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

10.3 CONFIDENTIALITY

10.3.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of DCAS. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Section 10.3.2 below, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State of New York Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and DCAS does not inform the Contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

10.3.2 The Contractor shall provide notice to DCAS within three (3) days of the

discovery by the Contractor of any breach of security, as defined in Administrative Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Administrative Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to DCAS of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. DCAS shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

10.3.3 The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

10.3.4 The Contractor, and its officers, employees, and agents shall notify DCAS, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) Business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 10.3.

10.3.5 At the request of DCAS, the Contractor shall return to DCAS any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify DCAS in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with DCAS, in good faith, regarding any

issues that arise from the Contractor retaining such confidential information. If DCAS does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 8.2.

10.3.6 A breach of this Section shall constitute a material breach of this Contract for which DCAS may terminate this Contract. The City reserves any and all other rights and remedies in the event of unauthorized disclosure.

10.4 COMPLIANCE WITH LAWS

The Contractor shall perform all services under this Contract in accordance with all applicable Laws as are in effect at the time such Services are performed.

10.5 INVESTIGATIONS CLAUSE

10.5.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City 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.

10.5.2.1 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, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

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

10.5.3.1 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 than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

10.5.3.2 If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Sections 10.5.5 below without the City incurring any penalty or damages for delay or otherwise.

10.5.4 The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

10.5.4.1 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

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

10.5.5 The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Sections 10.5.5.1 and 10.5.5.2 below. He or she may also consider, if relevant and appropriate, the criteria established in Sections 10.5.5.3 and 10.5.5.4 below, in addition to any other information that may be relevant and appropriate:

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

10.5.5.2 The relationship of the person who refused to testify to any entity that is a

party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

10.5.5.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 10.5.4 above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in 10.5.3.2 above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

10.5.6 Definitions Used in this Section 10.5:

10.5.6.1 The term “license” or “permit” as used in this Section 10.5 shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

10.5.6.2 The term “person” as used in this Section 10.5 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

10.5.6.3 The term “entity” as used in this Section 10.5 shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

10.5.6.4 The term “member” as used in this Section 10.5 shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

10.5.7 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 City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

10.6 ASSIGNMENT OF THIS CONTRACT

10.6.1 The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

10.6.2 Before entering into any such assignment, transfer, conveyance or other disposal of this Contract, the Contractor shall submit a written request for approval to DCAS giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of DCAS, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Contract. DCAS shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

10.6.3 Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Contract, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Contract, except so much as may be necessary to pay the Contractor's employees.

10.6.4 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.

10.6.5 This Contract may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

10.7 SUBCONTRACTING

10.7.1 The Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Contract without the prior approval by DCAS of the subcontractor.

10.7.2 Prior to entering into any subcontract, the Contractor shall submit a written request for the approval of the proposed subcontractor to DCAS giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of DCAS, a copy of the proposed subcontract shall be submitted to DCAS. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within

thirty (30) days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of DCAS, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Contract. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), DCAS's approval shall be deemed granted if DCAS does not issue a written approval or disapproval within forty-five (45) days of DCAS's receipt of the written request for approval or, if applicable, within forty-five (45) days of DCAS's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

10.7.3 All subcontracts shall contain provisions specifying that:

10.7.3.1 The services performed by the subcontractor must be in accordance with the terms of the contract between the City and the Contractor;

10.7.3.2 Nothing contained in the contract between the Contractor and the subcontractor shall impair the rights of the City;

10.7.3.3 Nothing contained in the contract between the Contractor and the subcontractor, or under the contract between the City and the Contractor, shall create any contractual relation between the subcontractor and the City.

10.7.3.4 The subcontractor specifically agrees to be bound by the Non-Discrimination: E.O. 50 -- Equal Employment Opportunity provisions of the solicitation and Article 7 of this Contract, and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

10.7.4 The Contractor agrees that it is as fully responsible to DCAS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

10.7.5 For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

10.7.6 DCAS may revoke the approval of a subcontractor granted or deemed granted pursuant to Sections 10.7.1 and Sections 10.7.2 if revocation is deemed to be in the interest of the City in writing on no less than ten (10) days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Contract. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Contract beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Contract prior to the effective date of revocation.

10.7.7 DCAS's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. At the request of DCAS, the Contractor shall provide DCAS a copy of any subcontract.

10.7.6 Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

10.8 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

10.8.1 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 1979, as amended, 50 U.S.C. Appendix §§2401, et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

10.8.2 Upon the 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 affiliated company thereof, or participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Contract.

10.8.3 The Contractor shall comply in all respects, with the provisions of Section 6-1 14 of the Administrative Code of the City of New York and the rules issued by the Comptroller thereunder.

10.9 ANTITRUST

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

10.10 POLITICAL/RELIGIOUS ACTIVITY

10.10.1 There shall be no partisan political activity or 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 Contract.

10.10.2 There shall be no religious worship, instruction or proselytizing as part of or in connection with this Contract.

ARTICLE 11 – TERMINATION

11.1 TERMINATION IN WHOLE OR IN PART

11.1.1 At its option, DCAS may, terminate the Contract, at any time upon ten (10) Business Days' written notice in advance to the Contractor. In such event, the Contractor shall pay DCAS for price of all scrap removals and receipts up to the date of termination.

11.1.2 The Contractor shall be entitled to apply to DCAS to have this Contract terminated by DCAS by reason of any failure in the performance of this Contract (including any failure by the Contractor to make progress in the prosecution of Contract services that 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: fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor. 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 Commissioner who agrees to exercise reasonable judgment in reaching the determination. If such a determination is made, and this Contract is terminated by DCAS pursuant to such application by the Contractor, such termination shall be deemed to be without cause. If the Commissioner terminates this Contract in whole or in part as provided in this Section, the City may attain, upon such terms and in such manner deemed appropriate, supplies or services similar to those so terminated, and the Contractor shall continue the performance of this Contract to the extent it has not been terminated.

11.2 TERMINATION FOR CAUSE

11.2.1 The Contractor may be declared in default by DCAS, and DCAS may terminate this Contract in whole or in part by written notice to the Contractor for, but not limited to, one or more of the following:

11.2.1.1 The Contractor becomes insolvent;

11.2.1.2 The Contractor makes an assignment for the benefit of creditors pursuant to the Statute of the State of New York;

11.2.1.3 A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;

11.2.1.4 A receiver or receivers are appointed to take charge of the Contractor's property or affairs;

11.2.1.5 The Contractor sublets, assigns, transfers, conveys or otherwise disposes of this Contract other than as specified in this Contract;

11.2.1.6 The Contractor fails or refuses to proceed with the services when and as directed by the Commissioner;

11.2.1.7 The Contractor is or has been unnecessarily, unreasonably or willfully

delaying: (a) the performance and completion of the services; or (b) the award of necessary subcontracts;

11.2.1.8 The Contractor, without just cause, reduces its working force to a number which, if maintained, would jeopardize the timely performance of this Contract, and fails or refuses to increase such working force when ordered to do so by the Commissioner;

11.2.1.9 The services cannot be completed or is not completed within the time provided for in this Contract or within the time to which such completion may have been extended unless, however, the delay is caused by circumstances under the Commissioner's control;

11.2.1.10 The Contractor abandons performance of the Contract;

11.2.1.11 The Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract;

11.2.1.12 The Contractor fails to secure and maintain all required insurance;

11.2.1.13 Any statement or representation of the Contractor in this Contract or in any document submitted by the Contractor with respect to the services, the project, or this Contract (or for purposes of securing this Contract) is untrue or incorrect when made; or

11.2.1.14 The Contractor commits an act of default (if any) listed in the Specifications.

11.2.2 In the event that the Commissioner terminates this Contract in whole or in part as provided in Section 11.2.1 above, the City may solicit, upon such terms and in such manner deemed appropriate, the services similar to those so terminated. The Contractor shall be liable to the City for any loss of revenue in procuring the similar services, and the Contractor shall continue the performance of this Contract to the extent it has not been terminated.

11.2.3 Before the Commissioner shall exercise his or her right to declare the Contractor in default by reason of conditions set forth in Sections 11.2.1.1, 11.2.1.5, 11.2.1.6, 11.2.1.7, 11.2.1.8 and 11.2.1.10, the Commissioner shall give the Contractor an opportunity to be heard, on two 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 Commissioner.

11.3 CONVERSION OF TERMINATION FOR CAUSE TO TERMINATION WITHOUT FAULT

If, after a declaration of default under Section 11.2, it is determined that for any reason the Contractor was not in default under that Section of the Contract, or that such default was excusable, the rights and obligations of the parties shall be the same as if a

Contract had been terminated without the fault of either party.

11.4 TERMINATION GENERALLY

11.4.1 The provisions of this Contract regarding confidentiality of information shall remain in full force and effect following any termination.

11.4.2 The rights and remedies of the City provided in this Article and elsewhere in this Contract shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Contract.

ARTICLE 12 - RESOLUTION OF DISPUTES

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply 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, or to termination other than for cause.
2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. 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.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of

Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor 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 City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, 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 Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, 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 contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.
3. **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 Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.
4. **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 Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the Contractor to the

CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the Contractor 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 Contractor 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 Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
2. 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.
3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Administrative Code §§ 7-201 and 7-203. 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 Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.
4. 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 Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The Contractor 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 Agreement.

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

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or 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;
2. the City Chief Procurement Officer ("CCPO") or his or 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

3. 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.

G. 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 Contractor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor to, the Comptroller's Office. The Contractor 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 Contractor 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.
2. Agency Response. Within thirty (30) days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor 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 Contractor. 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.
3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor 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 Contractor 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.

4. 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 this Agreement. 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.
5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head.
6. 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.

H. 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 13 – MISCELLANEOUS

13.1 CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

13.1.1 This Contract shall be deemed to be executed in the City and State 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 (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

13.1.2 The parties agree that any and all claims asserted by or against the City arising under or related to this Contract shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State of New York located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

13.2 CLAIMS AND ACTIONS

13.2.1 Any claim against the City based on or arising out of this Contract that is not subject to dispute resolution under this Contract shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Contract.

13.2.2 No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months of the termination or expiration of this Contract, or within six (6) months after the accrual of the cause of action, whichever first occurs.

13.2.3 In the event any claim is made or any action brought in any way relating to this Contract, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation any and all assistance which the City may require of the Contractor.

13.2.4 The Contractor shall report to DCAS, in writing, within five (5) Business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

13.3 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

13.4 NO WAIVER

Waiver by either the Department or the Contractor of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing by the parties as set forth in Section 3.2.

13.5 NOTICE

13.5.1 The Contractor and the DCAS hereby designate the business addresses specified at the beginning of this Contract 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. Either party may change its notice address 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 below.

13.5.2 Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

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, including the New York Civil Practice Law and Rules.

13.6 ALL LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision required by Law to be inserted in this Contract is hereby deemed to be a part of this Contract, whether actually inserted or not.

13.7 SEVERABILITY/ UNLAWFUL PROVISIONS DEEMED STRICKEN

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

13.8 HEADINGS

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Contract.

13.9 PARTS OF THE CONTRACT

The following, except for such portions thereof as may be specifically excluded, are part of the Contract:

- The Advertisement;
- The Information for Bidders;
- The Bid;
- This Contract and all of its exhibits;
- The Specifications;
- All Addenda issued prior to the receipt of bids;
- All provisions required by Law to be inserted in this Contract, whether actually inserted;
- The Notice of Award; and
- The Notice to Proceed

13.10 CONFLICTS

13.10.1 Where a conflict or inconsistency exists between or among the various parts of this Contract, the governing order of precedence of the provisions will be as follows:

1. This document entitled "Contract"

- 2. The Specifications
- 3. Information for Bidders
- 4. Contractor’s Bid Sheet for Schedule of Prices and Amounts
- 5. Scrap Metal Removal/Receipt Job Ticket (RJT)

13.10.2 In the event of a conflict between the Specifications that are specific to this Contract and general specifications that have broad application to the type of services called for by this Contract, the Specifications shall prevail.

13.10.3 In the event of a conflict between the Procurement Policy Board Rules and a provision of this Contract, this Contract will prevail.

ARTICLE 14 - ENTIRE CONTRACT

This written Contract, including any appendix, attachment, exhibit or reference which has been incorporated in this Contract, contains all the terms and conditions agreed upon by the parties hereto, and no other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties or to vary any of the terms contained in this Contract.

IN WITNESS WHEREOF, the City and the Contractor have executed four (4) originals of this Contract. Two (2) originals will remain with DCAS, the third will be filed with the Comptroller, and the fourth will be delivered to the Contractor.

**THE CITY OF NEW YORK
Department of Citywide Administrative Services**

By: _____
Name
Title

THE CONTRACTOR

By: _____
Name
Title

(Corporate seal)

**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
CITYWIDE PROCUREMENT/SURPLUS ACTIVITIES**

--SPECIFICATIONS--

REMOVAL, RECEIPT AND PROCESSING PAYMENT OF RECYCLABLE METAL FROM VARIOUS COLLECTION LOCATIONS THROUGHOUT THE FIVE (5) BOROUGHES OF NEW YORK CITY

INTRODUCTION

The City of New York ("City"), through its Department of Citywide Administrative Services ("DCAS") seeks to award multiple three (3) year contracts for the sale of scrap metal which will include the provision of services and equipment necessary to remove or receive delivery of scrap metal from City agency ("Agency") collection locations throughout the City. Each entity having a contract with the City ("Contractor") will make payment to the City of New York for the removed or delivered scrap metal.

1. DEFINITIONS

- 1.1 "Agency Location(s)" shall mean the address(es) and location(s) listed in Appendix A-Scrap Metal Removal Contract Pickup Locations Used by all City Agencies, unless otherwise specified, as DCAS may amend from time to time by adding or removing addresses and locations.
- 1.2 "AMM" shall mean the American Metal Market, an online provider of metal pricing information that includes the U.S. scrap metal markets.
- 1.3 "Bid Amount" shall mean either (a) for those materials to be sold by a unit of measure of per pound (lb.) or Gross Ton, the percentage of the applicable AMM index for the established date on the bid sheet that the bidder bids ("Bid Percentage"); or, (b) for those materials to be sold by a unit of measure of per Lot, the bid price per Lot that the bidder bids ("Bid Price Per Lot").
- 1.4 "DCA" shall mean the New York City Department of Consumer Affairs.
- 1.5 "DCAS" shall mean the DCAS staff assigned to coordinate and communicate with the Contractor and have overall programmatic management of the Contract including, but not limited to, the communication of procedures to City agencies and ensuring that all documentation is secured in accordance with the Contract terms and conditions. The DCAS assigned staff shall include, but not be limited to, staff from the Office of Citywide Procurement, Office of Surplus Activities, Contract Managers, and other contracting staff with programmatic or contract management responsibilities.
- 1.6 "Force Majeure Event" shall mean an act or event beyond the control and without any fault or negligence of the Contractor. Such events may include, but are not limited to

fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

- 1.7. "Gross Ton" shall mean the British measurement equal to two thousand two hundred forty pounds (2,240 lbs.).
- 1.8. "Hazardous Substances" shall mean any materials or substances regulated as toxic, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., and the rules and regulations promulgated thereunder, including all amendments thereto.
- 1.9. "Hazardous Waste" shall mean any material or substance regulated as toxic, as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the New York Environmental Conservation Law, Section 27-0901, et seq.
- 1.10. "Lot" shall mean a quantity of material that is identified by a specific number of containers, such as drums or pallets, or a specific number of units and/or a specific weight.
- 1.11. "Notification", "Notify" and "Notice" or words of similar import shall mean the communication by DCAS or Contractor, in writing, unless otherwise specified.
- 1.12. "Payment Due Date" shall mean the date that is ten (10) Business Days from the date of the Scrap Metal Sale Price Invoice.
- 1.13. "Processing Facility" shall mean a facility or location identified by the Contractor in its bid as the place where the Contractor will weigh the Scrap Metal and process the paperwork of that weighing.
- 1.14. "Receipt Job Ticket" or "RJT" shall mean the form document sent to the Contractor by the Agency on which is recorded all information concerning the removal (or delivery) of Scrap Metal and presented at an Agency Location as authorization for any removal of Scrap Metal.
- 1.15. "Removal/Receipt Request" shall mean a written request from an Agency to the Contractor to remove Scrap Metal from an Agency Location or deliver Scrap Metal from the Agency Location to the Contractor.
- 1.16. "Sale Price" shall mean:
 - (a) For Lot sales, the Sale Price shall mean the Bid Price Per Lot set forth by the Contractor in its bid sheet.

- (b) For other than Lot sales, the price per Gross Ton or pound (lb.), as applicable, that is published in the AMM publication on the date that the Scrap Metal was collected that is multiplied by the Contractor's Bid Amount (percentage) on its bid sheet. (If the collection date is not a AMM publication date, the published price of the AMM publication date immediately prior the collection date is used).
- 1.17. "Scrap Metal" shall mean all metal recyclable material, to be removed or delivered and identified by the various classes of metals set forth in these Specifications.
- 1.18. "Scrap Metal Sale Price Invoice" shall mean the billing statement document which the City will send to the Contractor detailing the price of the Scrap Metal sold by the City to the Contractor.
- 1.19. "Services" shall mean everything, in furtherance of its purchase of Scrap Metal from the City, required to be furnished and done by the Contractor for any one or more parts of the Contract or any Removal/Receipt Request. This shall include, without limitation, the performance of all tasks in accordance with the Contract documents and includes providing the labor, superintendence, management, administration, equipment, required transportation and incidentals, and obtaining and maintaining current any and all regulatory agency approvals such as permits, certifications and licenses, necessary and required for its performance thereof.
- 1.20. "Weigh Scale" shall mean a scale certified by DCA to measure the weight of Scrap Metal.
- 1.21. "Weigh Scale Computer" shall mean a computer that takes its weight readings directly from a Weigh Scale and stores all information required to print a Weight Ticket.
- 1.22. "Weigh Scale Malfunction" shall mean a Weigh Scale or a Weigh Scale Computer that does not operate in accordance with its specifications and certification; does not provide DCAS with a complete and legible Weight Ticket; fails to assign a sequential number to each load removed by the Contractor; fails to calibrate the Weigh Scale as required by law or have updated required certifications for the Weigh Scale; or otherwise fails to operate in accordance with the requirements of this Contract.
- 1.23. "Weight Ticket" shall mean a sequentially numbered document printed by a Weigh Scale Computer recording Weigh Scale readings.

2. SCOPE OF SERVICES

- 2.1 As part of its purchase of Scrap Metal from the City, the Contractor will remove the Scrap Metal or, in the case of miscellaneous aluminum Scrap Metal, remove and/or receive delivery of the aluminum. This will include, without limitation, providing all the Services necessary for the Contractor to receive delivery of Scrap Metal or pickup and

remove Scrap Metal from various Agency Locations throughout the five (5) boroughs of the City of New York.

- 2.2 Contracts may be awarded for the pickup and removal of the following types of Scrap Metal: (a) Miscellaneous Aluminum (which contract will also include the receipt of delivery of miscellaneous aluminum); (b) Various Brass; (c) Once Fired (brass) Cartridge Cases; (d) Bullet Lead; (e) Miscellaneous Iron/Steel and Brass; (f) Various Copper; and (g) Heavy and Light Steel.
- 2.3 The removal or receipt of delivery of Scrap Metal will be undertaken only for the actual quantities that may become available during the term of any Contract. The stated quantities of Scrap Metal in the bid documents are merely estimates that are set forth for the purpose of bidding only.
- 2.4 CLASS A: RECEIPT OF DELIVERY OF MISCELLANEOUS ALUMINUM SCRAP METAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION LOCATION IN MASPETH, NEW YORK (QUEENS) AND REMOVAL OF MISCELLANEOUS ALUMINUM SCRAP METAL FROM OTHER AGENCY LOCATIONS

The Contractor will be required to receive delivery, at a site located within the political boundaries of the City of New York, of all quantities of miscellaneous aluminum Scrap Metal generated from the New York City Department of Transportation (“DOT”) location at 58-50 57th Road, Maspeth, New York. The Contractor will be required to remove miscellaneous aluminum Scrap Metal from various other Agency Locations, as directed by DCAS. Aluminum Scrap Metal will consist of, but not limited to, the following: aluminum street signs, signal boxes, aluminum cable/wire, automotive components, and other miscellaneous aluminum scrap.

- 2.4.1 Receipt of the Delivery of Aluminum Scrap Metal: The Contractor must be able to receive delivery of bins filled with miscellaneous aluminum Scrap Metal at a site located within the political boundaries of the City of New York. Aluminum Scrap Metal generated from the DOT location in Maspeth, New York, will be transported by DOT to the Contractor’s identified site, in bin sizes measuring forty-eight inches by forty-two inches by twenty-four inches (48” x 42” x 24”) and forty-two inches by forty-two inches by twenty-four inches (42” x 42” x 24”). The Contractor must be able to supply a rotating forklift to unload the contents of the bins. DOT personnel shall provide a RJT to the Contractor upon delivery of the bins.
- 2.4.2 Removal (Pickup) of Aluminum Scrap Metal: The Contractor must be able to provide empty container(s) with a minimum capacity of 20 cubic yards to various Agency Locations within five (5) Business Days from a notification from the authorized Agency contact to so provide the containers. The Contractor must be able to complete the pickup and removal within three (3) Business

Days from the date of a notification by the authorized Agency contact from the Agency Location(s). At the request of an Agency, an empty container must be able to be supplied by the Contractor at the same time it removes a full container. The Contractor must be able to provide all the Services necessary to expedite and complete such removal of miscellaneous aluminum Scrap Metal. The Contractor must obtain and present a RJT before removing any Scrap Metal.

2.5 CLASS B: BRASS (VARIOUS) SCRAP METAL REMOVAL

The Contractor must be able to remove all quantities of various types of brass Scrap Metal. Brass Scrap Metal will consist of, but not limited to: building material, sheet, rod, tubing, castings and other primarily brass components.

Removal (Pickup) of Brass Scrap Metal: The Contractor must be able to provide empty bins, drums and/or container(s) of various/appropriate sizes, that measure forty-eight inches by forty-five inches by forty-eight inches (48" x 45" x 48") or forty-eight inches by forty-four inches by forty-one and one-half inches (48"x 44"x 41.5") at various Agency Locations within five (5) Business Days from a notification from the authorized Agency contact to so provide the containers. The Contractor must be able to complete the pickup and removal of brass Scrap Metal within three (3) Business Days from the date of a Removal Request by the authorized Agency contact from the Agency Location(s). The Contractor must be able to provide all the Services necessary to expedite and complete such removal. The Contractor must obtain and present a RJT before removing any Scrap Metal.

2.6 CLASS C: ONCE-FIRED CARTRIDGE CASES (BRASS) (ONE (1) LOT)

The Contractor will be required to pick up and remove one Lot of once-fired cartridge cases (brass) on an ongoing periodic basis, estimated to be three to four times annually at the New York City Police Department, Firearms & Tactics Section located at Rodman's Neck Outdoor Range, Bronx, NY 10464. One Lot of once-fired cartridge cases will consist of 48 fifty-five gallon steel drums of material totaling an approximate weight of 33,600 pounds (lbs.). The content of each steel drum approximately weighs 700 pounds (lbs.), which weight excludes the approximate weight of the drum. Each Lot removal will be preceded by issuance of an RJT.

NOTICE TO ALL BIDDERS: These drums of once-fired cartridge cases (brass) must be accepted "as is", in whatever condition such cartridge cases may then exist and may contain unfired ammunition. Appendix B-1- *Bidder's Affidavit and Release of All Claims (Liability Statement Once-Fired Cartridge Cases (Class C))* must be fully completed, signed and acknowledged by the bidder and submitted along with its bid for once -fired cartridge cases (brass).

2.7 CLASS D: BULLET LEAD (ONE (1) LOT)

The Contractor will be required to pick up and remove one Lot of bullet lead on an ongoing periodic basis, estimated to be one to two times annually at the New York City Police Department, Firearms & Tactics Section located at Rodman's Neck Outdoor Range, Bronx, NY 10464. One Lot of bullet lead will consist of 48 fifty-five gallon steel drums of material totaling an approximate weight of 35,040 pounds (lbs.). The content of each steel drum approximately weighs 730 pounds (lbs.), which weight excludes the approximate weight of the drum. Each Lot removal will be preceded by issuance of an RJT.

NOTICE TO ALL BIDDERS: These drums of bullet lead must be accepted "as is" and in whatever condition such bullet lead may then exist. Appendix B-2- *Bidder's Affidavit and Release of All Claims (Liability Statement for Bullet Lead (Class D))* must be fully completed, signed and acknowledged by the bidder and submitted along with its bid for bullet lead.

2.8 CLASS E: MIXED IRON/STEEL AND BRASS SCRAP METAL REMOVAL FROM THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION AT 855 REMSEN AVENUE, BROOKLYN, NEW YORK AND OTHER AGENCY LOCATIONS

The Contractor must be able to pick up and remove all quantities of miscellaneous iron/steel and brass Scrap Metal generated from the New York City Department of Environmental Protection ("DEP") location at 855 Remsen Avenue, Brooklyn, NY and other Agency Locations. Mixed iron/steel and brass will consist of, but not be limited to: damaged hydrants, catch basins, water valves, sewer/manhole parts.

2.8.1 Removal (Pickup) of Scrap Metal – DEP/Remsen Avenue Site: The Contractor must be able to provide empty container(s), with a minimum capacity of 30 cubic yards to 855 Remsen Avenue, Brooklyn NY 11236, within five (5) Business Days of notification by DEP. The Contractor must be able to complete pick up within three (3) Business Days from a notification by the Agency. The Contractor must provide all the Services necessary to expedite and complete such removal. The Contractor must obtain and present a RJT before removing any Scrap Metal.

2.8.2 Removal (Pickup) of Scrap Metal – Other Agency Locations: The Contractor must be able to provide empty container(s) of appropriate sizes that have a minimum capacity of 20 cubic yards, to various Agency Locations, within five (5) Business Days of a notification by the authorized Agency contact. The Contractor must be able to complete pick up and removal within three (3) Business Days from notification by the authorized Agency contact from the identified Agency Location(s). The Contractor must provide all the Services necessary to expedite and complete such removal. The Contractor must

obtain and present a RJT before removing any Scrap Metal.

2.9 CLASS F: COPPER (VARIOUS) SCRAP METAL REMOVAL

The Contractor will be required to pick up and remove all quantities of miscellaneous types of copper Scrap Metal. The copper Scrap Metal shall consist of, but is not limited to, valves, machinery bearings, and other primarily copper components.

2.9.1 Removal (Pickup) of Scrap Metal: The Contractor must be able to provide empty bins, drums and/or container(s) of appropriate sizes that measure forty-eight inches by forty-five inches by forty-eight inches (48" x 45" x 48") or forty-eight inches by forty-four inches by forty-one and one-half inches (48"x 44"x 41.5") at various Agency Locations within five (5) Business Days from a notification from the authorized Agency contact to so provide the containers. The Contractor must complete pickup and removal within three (3) Business Days from notification by the authorized Agency contact from the identified Agency Location(s). The Contractor must provide all the Services necessary to expedite and complete such removal. The Contractor must obtain and present a RJT before removing any Scrap Metal.

2.10 CLASS G: HEAVY AND LIGHT STEEL SCRAP METAL REMOVAL FROM AGENCY LOCATIONS

The Contractor must be able to pick up and remove all quantities of heavy and light steel Scrap Metal generated or accumulated at Agency Locations. The heavy and light steel Scrap Metal will consist of, but not limited to, manhole rings; sewer, water, gas and other utilities scrap; mechanical/motor components; field/asphalt plant parts; and vehicle accident scrap such as fenders, frames, and motors.

2.10.1 Removal (Pickup) of Scrap Metal: The Contractor must be able to provide empty container(s) of appropriate sizes, with a minimum capacity of 20 cubic yards, at various Agency Locations within five (5) Business Days from a notification from the authorized Agency contact to so provide the containers. The Contractor must be able to complete pick up and removal within three (3) Business Days from the notification by the authorized Agency contact from the identified Agency Location(s). The Contractor must provide the Services necessary to expedite and complete such removal. The Contractor must obtain and present a RJT before removing any Scrap Metal.

3. ESTIMATED WEIGHT VALUES

3.1 For informational purposes only, the estimated contract weight values for the Term of the Contract for each class/metal type are as follows:

Class	Metal Type	Estimated Contract Weight *
Class A	Miscellaneous Aluminum	1,104,000 lbs.
Class B	Brass (Various)	230,000 lbs.
Class C	Once Fired Cartridge Cases (Brass)	340,800 lbs.
Class D	Bullet Lead	180,100 lbs.
Class E	Mixed Iron/Steel and Brass	3,440,000 lbs.
Class F	Copper	38,000 lbs.
Class G	Heavy & Light Steel	8,050,000 lbs.

*Note: These estimated contract weight values for all classes are based on the past three year sales history. No representation is made that the estimated contract weight values will represent the actual quantity of Scrap Metal to be removed or received in delivery.

4. BIDDER QUALIFICATIONS AND EXPERIENCE

- 4.1 A bidder shall possess all valid permits and licenses required for the compliance of all laws within the timeframes established below in this Section 4.
- 4.2 A bidder shall possess a minimum of three (3) years’ experience, as of the date of the bid opening, in processing Scrap Metal for recycling. If a bidder chooses to bid with a joint venture partner, or will utilize a subcontractor to fulfill the Contract requirements, the joint venture partner or subcontractor, as of the date of the bid opening, must have a minimum of (3) years’ experience in processing Scrap Metal for recycling.
 - 4.2.1 A bidder shall provide a list of three (3) client references.
- 4.3 At the time of the submission of its bid, a bidder shall demonstrate that it has the following certifications and licenses:
 - 4.3.1 New York State, Department of Motor Vehicles, “scrap processor certification”. Scrap Processors with trucks must be registered with the New York State, Department of Motor Vehicles. A “transporter registration” must be provided.
 - 4.3.2 New York State, Department of Agriculture and Markets “weigh master license” for appropriate employees.
 - 4.3.3 Licensing to do business as a Scrap Processor must be maintained with appropriate local municipalities (e.g., DCA within NYC).
 - 4.3.4 New York State, Department of Environmental Conservation, annual report. If Scrap Processor is not handling vehicles, “Annual Report Form – Waste Fluid

Disposal – Scrap Metal Processors”. If Scrap Processor is handling vehicles, ‘Mandatory Annual Report, Self-Certification VDF Annual Report’.

- 4.4 A bidder shall possess certificates for each Weigh Scale at each Processing Facility at the time of the submission of its bid.
- 4.5 Bid Security. For all classes other than Class C and Class D, a bidder shall submit a Bid Security Deposit equal to twelve percent (12 %) of its Total Bid for each Class for which it submits a bid. This is derived by multiplying the City provided estimated quantity (for Class A use 1,200,000 lbs.) *by* the supplied AMM Index *by* the bidder’s Bid Amount (percentage) *by* twelve percent (12 %).

For metal Class C and Class D, which are sold by Lot, a bidder shall submit a Bid Security Deposit equal to five percent (5 %) of the Total Bid for the three year term of the Contract. The Bid Security Deposit is derived by multiplying the Total Bid per Lot by three (3) and multiplying that amount by five percent (5%). Bid Security Deposits shall be made payable to the “City of New York” and shall be in the form of a commercial bank check or certified check.

5. METHOD OF BIDDING

- 5.1 A bidder may bid on one or more Class/Metal Type. If a bidder bids for more than one Class/Metal Type, the bidder must submit a separate Bid Sheet for each Class/Metal Type. The Contracts will be awarded on a class-by-class basis to the responsive and responsible bidder(s) offering the highest Bid Amount for the purchase of each Class/Metal Type listed in Sections 5.4 – 5.6 and detailed in the Bid Sheet for Schedule of Prices and Amounts.
- 5.2 Depending on the metal type/class, bidding is either by a percentage of the applicable AMM price or a Bid Price Per Lot based on the applicable AMM. For all classes other than Class C and D, the unit of measure is by weight and a percentage Bid Amount will be used. For those metal types sold by Lot (i.e., metal Class C and metal Class D) a Bid Amount that is a Bid Price Per Lot based on the applicable AMM will be used. For purposes of bidding, the AMM used for the metal type/class will be either the Dealers New York Area or the Export Yard New York Area), as applicable, on Friday, 4/15/16.

5.2.1 For metal types sold by weight, the AMM prices will be multiplied by the estimated quantity of poundage or tonnage that is set forth in the Bid Sheet. This, in turn, will be multiplied by the bidder’s Bid Amount (percentage) to arrive at price of the total bid. The Bid Amount (percentage) for metal types sold by weight will be fixed for the term of the Contract and any renewals thereof.

5.2.2 For metal types sold by Lot, specifically metal Class C and Class D, the Bid Amount is the Bid Price Per Lot.

5.2.2.1 The Bid Amount for metal sold by Lot will be adjusted annually, up or down, by applying the percentage increase or decrease of the applicable published AMM price index, as follows:

- For Once Fired Cartridge Cases (Class C): Scrap, Copper, Dealers, 70-30 Brass Clips, New York
- For Bullet Lead (Class D): Scrap, Lead, Dealers, Heavy Soft Lead, New York

5.2.2.2 The Scrap Metal Sale Price Invoice amount for all Lot removals that occur during the initial twelve (12) months from the Commencement Date of the Contract will be set at the Bid Amount. The AMM published price will be adjusted on the anniversary of the Commencement Date of the Contract (see illustration in the example below).

The following example is provided for illustration purposes only:

Contract Commencement date:	1/1/2015
Bid Amount (applicable from 1/1/15 – 12/31/2015):	\$37,800
AMM Index at time of Award:	\$0.540/lb.
AMM Index on 1/1/2016:	\$0.567/lb.
Price Adjustment Factor:	$\frac{\$.567}{\$.540} = 1.05$
Price Adjusted Bid Amount (applicable from 1/1/16 – 12/31/2016):	$\$37,800 \times 1.05 = \$39,690$

5.3 DCAS, at its option, may award up to seven (7) Contracts; one (1) per Class/Metal Type or, if with the same Contractor, a combination of Class/Metal Types in one or more Contracts.

5.4 Prices shall be stated on the Bid Sheet as a **Per Pound (lb.) basis** for the following:

Class	Metal Type	AMM Market Pricing Guide				
		Scrap	Aluminum	Dealers NY Area	Old Aluminum, Sheet & Cast	New York
Class A	Miscellaneous Aluminum	Scrap	Aluminum	Dealers NY Area	Old Aluminum, Sheet & Cast	New York
Class B	Brass (Various)	Scrap	Copper	Dealers NY Area	Yellow Brass Solids	New York
Class F	Copper	Scrap	Copper	Dealers NY Area	Red Brass Solids	New York

5.5 Prices shall be stated on the Bid Sheet as a **Per Lot basis** for the following:

CITY OF NEW YORK
 Removal, Transport, Processing and Marketing of Scrap Metal

Class	Metal Type	AMM Market Pricing Guide				
Class C	Once Fired Cartridge Cases (Brass)	Scrap	Copper	Dealers NY Area	70-30 Brass Clips	New York
Class D	Bullet Lead	Scrap	Lead	Dealers NY Area	Heavy Soft Lead	New York

5.6 Prices shall be stated on the Bid Sheet as a **Gross Ton basis** for the following:

Class	Metal Type	AMM Market Pricing Guide				
Class E	Mixed Iron/Steel and Brass	Scrap	Ferrous	Export Yard-NY Area	No. 1 Heavy Melting	New York
Class G	Heavy and Light Steel	Scrap	Ferrous	Export Yard-NY Area	No. 2 Bundles	New York

6. BIDDER WARRANTIES

6.1 The Bidder warrants and represents that:

6.1.1 It is fully licensed and permitted to perform the services described herein including, but not limited to, having and maintaining the licenses and permits required by the New York City Trade Waste Commission, the New York City Department of Transportation and DCA for the conveyance of Scrap Metal through New York City streets.

6.1.2 It shall maintain all approvals and provide all notifications required by law to perform Services hereunder.

6.1.3 It is capable of lawfully performing the Contract.

6.1.4 It will perform all Services in accordance with industry-wide best practices.

6.2 The Contractor shall perform all services under the Contract in accordance with all applicable laws that are in effect at the time such services are performed including, without limitation, strict compliance with the Clean Air Act Amendments of 1990 (Title VI of 42 U.S.C. 7671, et seq.) and the rules and regulations promulgated thereunder.

6.3 The Contractor is solely responsible for the payment of any and all fines, penalties, assessments, or for any other liability that may be imposed as a result of violations or infractions of any law, rule or regulation related to the Contractor's performance under the Contract.

7. SCRAP METAL PROCEDURES

7.1 GENERAL

- 7.1.1 The Contractor must complete pick up and remove all accumulated Scrap Metal within three (3) Business Days from the Contractor's written receipt of a Removal Request from the Agency.
- 7.1.2 The Contractor may not reject any Scrap Metal for any reason including, but not limited to, the presence of Hazardous Waste or Hazardous Substances.
- 7.1.3 The Contractor shall comply with the reporting requirements of all applicable laws, rules and regulations including, but not limited to, the maintenance of accurate records; maintain hard-copies of all required written reports for inspection by DCAS, and promptly provide copies of these reports to DCAS upon its request.
- 7.1.4 The Contractor shall follow all directions of the authorized Agency representatives while at an Agency Location.
- 7.1.5 Prior to commencement of performing any Services under the Contract, the Contractor shall provide DCAS with two (2) telephone numbers and an email address at which the Contractor can be contacted on Business Days and identify the regular business hours of operation when Contractor can be reached.

7.2 SCRAP METAL REMOVAL

- 7.2.1 The Scrap Metal will be transferred to the Contractor at the time the Contractor removes it from an Agency Location or receives it from an Agency at a delivery site.
- 7.2.2 The Contractor must cover all trucks and containers containing Scrap Metal with a properly secured tarpaulin prior to leaving any Agency Location.
- 7.2.3 The Contractor must present an appropriately completed RJT form (Appendix C) at the pickup Agency Location prior to any removal of Scrap Metal or when receiving Scrap Metal from an Agency at a delivery site.
- 7.2.4 The gross weight and net weight of each load of Scrap Metal removed from each Agency Location must be generated onto a Weight Ticket by the Weigh Scale Computer. The gross weight and net weight shall be posted onto the RJT.

7.2.5 The Contractor may elect to perform the loading of the Scrap Metal onto its own trucks or containers at an Agency Location. If the Contractor and Agency elect to place a loading crane at an Agency Location, the Agency must agree, in writing and in advance of any placement, to the site at the Agency Location where the loading crane will be placed and where it will be stored when not in use.

7.3 UNAUTHORIZED REMOVAL OF SCRAP METAL

7.3.1 The Contractor must only remove Scrap Metal from an Agency Location that is authorized and scheduled by an Agency following the procedures forth in these Specifications.

7.3.2 If the Contractor removes Scrap Metal from an Agency Location without authorization by an Agency, or fails to report a removal as required hereunder, the Contractor must pay, in addition to the Sale Price, a surcharge equal to twenty percent (20%) of the Sale Price for the weight of Scrap Metal that was removed without authorization.

7.3.3 DCAS will estimate the weight of the Scrap Metal removed without authorization by averaging all removals made, for the subject metal class and location, over the previous 12 months. In the event that a 12 month's average of Scrap Metal removal is not available, an appropriate and reasonable measure shall be used by DCAS to estimate the weight of the Scrap Metal removed without authorization.

7.3.4 Unauthorized removal of any Scrap Metal by the Contractor is an event of default for which DCAS may terminate the Contract.

7.4 OPERATION OF EQUIPMENT AND RESPONSIBILITY FOR EQUIPMENT

7.4.1 The Contractor is solely responsible for the safe operation, maintenance, repair and fueling of all of its equipment and must provide all personnel necessary to perform those tasks, including competent and fully licensed employees to operate any vehicle or loading crane permitted at an Agency Location.

7.4.2 The Contractor must receive the Agency's permission for the placement, storage and operation of any of the Contractor's property or equipment, including vehicles and loading cranes, at any Agency Location. Any such placement at an Agency Location shall be done at the Contractor's own risk and obligation and an Agency will not be responsible for any loss or damage to the Contractor's property or equipment at an Agency Location.

7.5 NO REPRESENTATIONS

- 7.5.1 The City makes no representations as to the quality, character or fitness for any purpose of the Scrap Metal. The Contractor is obligated to remove or receive delivery of all Scrap Metal “as is” irrespective of any composition, condition or contamination.
 - 7.5.2 The City neither represents nor warrants that the Contractor will be entitled to receive a specific quantity, volume or accumulation of Scrap Metal from or at any Agency Location.
 - 7.5.3 The Contractor shall acquire no right to make any claim against the City relating to the quality, character, fitness or quantity of Scrap Metal it receives in a removal or delivery from an Agency, or because any Agency suspends its delivery or removal of Scrap Metal from an Agency Location.
 - 7.5.4 The City neither represents nor warrants that any Scrap Metal will be free of any Hazardous Waste or Hazardous Substances, or other material that a governmental agency or unit having appropriate jurisdiction may determine to be harmful, toxic or dangerous.
 - 7.5.6 The Contractor is solely responsible for the handling and disposal of any Hazardous Waste or Hazardous Substances in strict compliance with applicable laws.
- 7.6 WEIGH SCALES
- 7.6.1 At all times during the Term of the Contract and any renewals thereof, each Weigh Scale used by Contractor must meet all applicable standards and specifications with respect to weights and measures as required by DCA, as listed below:
 - 7.6.1.1 Each Weigh Scale must meet all required standards and specifications set forth in Article 16 of the Agriculture and Markets Law, as amended, with respect to weights and measures.
 - 7.6.1.2 Each Weigh Scale used in the performance of any Contract hereunder must be located within the political boundaries of the City of New York and certified by DCA not less than once every twelve (12) calendar months. The Contractor is responsible for obtaining, or requiring the owner or operator of the Processing Facility to obtain, DCA certification and seal. The Contractor must provide to DCAS the weigh station certification and seal documentation within ten (10) days of its request.
 - 7.6.2 In lieu of certification by a governmental authority, DCAS may, at its sole

option, accept the certification of an individual or firm holding a valid Scale Dealer/Repairer license (for Used Weighing and Measuring Devices) issued by DCA. The following conditions must be met:

- 7.6.2.1 The Contractor must provide DCAS with a copy of any agreement with the licensed individual or firm that provides the calibration;
 - 7.6.2.2 The licensed individual or firm must follow the guidelines of the National Institute of Standards and Technology, Handbook #44, as amended, issued by the U.S. Department of Commerce in making the certification; and
 - 7.6.2.3 The certification must be performed at no cost to the City.
- 7.6.3 The Weigh Scale must be calibrated no less than once every thirty (30) days; the Contractor must maintain records of such calibrations and provide the records of the calibrations to DCAS within ten (10) days of its request.
- 7.6.4 Prior to each expiration date of a Weigh Scale's certification during the Term of the Contract, and any renewals thereof, the Contractor must provide DCAS with documentation indicating renewal of that certification.
- 7.6.5 At any time and without prior notice, DCAS, a DCAS-authorized licensed weigh scale calibration vendor or personnel of a City agency authorized by DCAS may observe the weighing of Scrap Metal and test the accuracy and precision of the Weigh Scale and the Weigh Scale Computer at the Processing Facility.
- 7.6.6 In the event of a Weigh Scale Malfunction, the Contractor must immediately give oral notice to DCAS of such event, followed by written notice within one (1) Business Day by fax or email to the most current fax number or email address DCAS has given the Contractor.
- 7.6.7 During any Weigh Scale Malfunction, the Contractor must:
- 7.6.7.1 Accept as the official record the measurement or reasonable estimate by an Agency of the weight of the Scrap Metal removed from an Agency Location. DCAS, at its discretion, may use a weight derived from averaging all removals made, for the subject metal class and Location, over the previous twelve (12) months. In the event that a 12 month's average of Scrap Metal removal is not available, an appropriate and reasonable measure shall be used by DCAS to estimate the weight of the Scrap Metal removed.
 - 7.6.7.2 Send to the Surplus Coordinator at DCAS a written list of all completed RJTs for removing Scrap Metal during the Weigh Scale Malfunction by 12:00 noon of the Business Day following the day on which any Weigh Scale

Malfunction occurred.

- 7.6.8 Upon the cessation of a Weigh Scale Malfunction, the Contractor must immediately orally inform DCAS's Office of Surplus Activities of the cessation of the Weigh Scale Malfunction, followed by written notice of same within one (1) Business Day by fax or email.

7.7 WEIGHING THE SCRAP METAL

- 7.7.1 The Contractor must notify DCAS of the location of any Processing Facility where the Scrap Metal will be weighed, delivered and processed and grant DCAS immediate access to each Processing Facility to observe unloading and weighing of Scrap Metal upon DCAS's request.
- 7.7.2 The Contractor must weigh each load of Scrap Metal it removes by gross weight and net weight at the Processing Facility using a scale certified in accordance with Scrap Metal – Price Calculations (Appendix F). The Contractor must weigh its vehicles loaded with Scrap Metal taken from an Agency Location when the vehicle enters the Processing Facility and after that vehicle is unloaded using a certified scale.
- 7.7.3 The Weigh Scale Computer must print the relevant information for each delivery of Scrap Metal onto a Weight Ticket.

7.8 RECORD KEEPING AND REPORTS

7.8.1 Record Keeping

- a. During the term of this Contract, and any renewals thereof, the Contractor must create and maintain timely, accurate records of each Scrap Metal load removal and delivery to the Processing Facility, with all information required in the *Monthly Scrap Metal Removal Report* (Appendix E). The records must be indexed/searchable accessible by the Weight Ticket number.
- b. For each removal and delivery during a calendar month, the Contractor must furnish the following to DCAS within one (1) Business Day of the removal or delivery:
1. Copy of the Weight Ticket and RJT for each load of Scrap Metal removed and delivered to a Processing Facility; and
 2. Copy of the delivery data collected by the Weigh Scale Computer. This copy must be delivered to DCAS on a computer disk, by modem, or by

other media or means agreed upon in writing by both DCAS and Contractor, in a format determined by DCAS.

7.8.2 Monthly Report

7.8.2.1 The Contractor must provide DCAS with the *Monthly Scrap Metal Removal Report* that contains a complete listing of all removals and deliveries that were made during each calendar month. The *Monthly Scrap Metal Removal Report* must give the date weighed, vehicle number, weight ticket number, gross weight, tare weight, and net weight.

7.8.2.2 Each *Monthly Scrap Metal Removal Report* must be sent to DCAS on or before the tenth (10th) Business Day of the succeeding calendar month to the following address:

The City of New York
Department of Citywide Administrative Services
Central Storehouse
66-26 Metropolitan Avenue
Middle Village, NY 11379
Attn: Office of Surplus Activities-Account Coordinator

8. SCRAP METAL REMOVAL and SALE PRICE INVOICE PROCESS

8.1 When a container needs to be picked up and removed, the Contractor shall adhere to the following process:

8.1.1 The Agency contacts the Contractor to schedule a pick up date and approximate time.

8.1.2 The Contractor is required to pick up the loaded containers within three (3) Business Days of the Removal Request.

8.1.3 The Agency records the scheduled date/time and completes the other applicable sections of the RJT.

8.1.3.1 The Agency sends a copy of the RJT to the DCAS Office of Surplus Activities Scrap Metal Coordinator (SMC) and Contractor, at the fax number or email address provided, confirming the scheduled removal.

8.1.3.2 If the scheduled pickup date must be changed, the Contractor contacts the Agency to re-schedule the pickup.

8.1.3.3 The Contractor presents the RJT at the Agency Location as authorization to remove the Scrap Metal. If pickup is not made on a

scheduled pickup date, Agency personnel will handwrite the actual pickup date/time and initial the change.

- 8.1.4 Each load is weighed “Gross Weight” (loaded container) and “Tare Weight” (empty container).
- 8.1.5 After the weighing is completed, Agency personnel complete the appropriate sections of the RJT and sign the form in the section identified as “Agency/Witness Signature”.
- 8.1.6 Agency personnel or witnesses obtain the Contractor’s signature on the RJT.
- 8.1.7 Agency personnel retain the original RJT and original Weight Ticket.
 - 8.1.7.1 A copy of the Weight Ticket is provided to the Contractor. If a copy of the RJT cannot be made and provided to the Contractor, the Agency will forward a copy to the Contractor and the SMC.
 - 8.1.7.2 If Agency personnel cannot witness the weighing, the Contractor retains the RJT and records the weight and other required information on the form. The Contractor forwards the completed RJT and Weight Ticket, within one (1) Business Day, to the SMC via fax or email and sends the original documents thereof to the SMC by United States Postal Service mail.

**RJT Section Completion Reference Chart
 (Contractor-required fields are shaded)**

RJT SECTION	RESPONSIBLE PARTY
Agency Name	Agency Personnel
Agency Location Address	Agency Personnel
Scheduled Pickup Date	Agency Personnel (based on contacting the Contractor)
Scheduled Pickup Time	Agency Personnel (based on contacting the Contractor)
Metal Removal/Type	Agency Personnel
Agency Contact Name	Agency Personnel
Agency Contact Title	Agency Personnel
Contractor’s Name	Agency Personnel
Contract #	Agency Personnel
Vehicle #	Contractor Contact
Date Weighed	Agency Personnel
Gross Weight	Agency Personnel

RJT SECTION	RESPONSIBLE PARTY
Container Size	Agency Personnel
Tare Weight	Agency Personnel
Time In	Agency Personnel
Net Weight	Agency Personnel
Time Out	Agency Personnel
Contractor Contact Name	Agency Personnel
Contractor Contact Title	Agency Personnel
Scale ID#	Agency Personnel
Scale Address	Agency Personnel
Office Phone #	Agency Personnel
Cell Phone #	Agency Personnel
Driver's Signature	Contractor Driver
Agency/Witness Signature	Agency Personnel

- 8.2 After a Scrap Metal pickup and the RJT have been completed, received and approved by the SMC, the SMC sends electronic copies of the Scrap Metal Sale Price Invoice to the Contractor.
- 8.3 The Contractor shall send full payment of the Scrap Metal Sale Price Invoice, in the form of a commercial bank check or cashier's check, by the Payment Due Date to the following address:

The City of New York
 Department of Citywide Administrative Services
 Central Storehouse
 66-26 Metropolitan Avenue
 Middle Village, NY 11379
 Attn: Office of Surplus Activities-Account Coordinator

9. LATE PAYMENT

- 9.1 The Contractor shall pay to DCAS a late payment charge of two percent (2%) for each Business Day after the Payment Due Date that the Contractor does not pay a Scrap Metal Sale Price Invoice ("Late Payment Charge"). The Late Payment Charge will be added to the full value of the applicable outstanding Scrap Metal Sale Price Invoice for a maximum of ten (10) Business Days.
- 9.2 If the event an outstanding Scrap Metal Sale Price Invoice, plus any applicable and accumulated Late Payment Charges are not paid by the tenth (10th) Business Day after the Payment Due Date, the Contractor's authorization relating to the Services will be suspended until all invoices and Late Payment Charges are paid and the account is made current. The Notification of any suspension shall be in writing from DCAS.

CITY OF NEW YORK

Removal, Transport, Processing and Marketing of Scrap Metal

- 9.3 The City shall have the right to terminate the Contract if the Contractor's account is not made current, including any Late Payment Charges, by thirty (30) Business Days of the Payment Due Date.
- 9.4 DCAS may apply the Contractor's bid security, equal to any Scrap Metal Sale Price Invoice and Late Payment Charge amounts due that remain unpaid for ten (10) or more Business Days from any Payment Due Date, after written demand by DCAS.

10. FORCE MAJEURE EVENT

If the Contractor is unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of a Force Majeure Event, it shall give notice and the full particulars of such Force Majeure Event to DCAS in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant hereto shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure Event, the time and date when the Force Majeure Event occurred, and when the Force Majeure Event is reasonably expected to cease.

Appendix A: Scrap Metal Removal Contract Pick Up Locations [Used By All Agencies]

SCRAP METAL REMOVAL CONTRACT PICK UP LOCATIONS

USED BY ALL CITY AGENCIES

<u>AGENCY</u>	<u>ADDRESS/LOCATION</u>	<u>BORO</u>	<u>STATE</u>	<u>ZIP CODE</u>
DCAS	1 CENTRE STREET	NEW YORK	NEW YORK	10007-1602
DCAS	66-26 METROPOLITAN AVENUE	QUEENS	NEW YORK	11379-1629
DEP	43-01 BERRIAN BLVD. (BOWERY BAY)	ASTORIA	NEW YORK	11105
DEP	COSTER STREET & RYAWA AVENUE	BRONX	NEW YORK	10474
DEP	122-66 FLATLAND AVENUE	BROOKLYN	NEW YORK	11207
DEP	19TH STREET & 3RD AVENUE	BROOKLYN	NEW YORK	11232
DEP	2610 KNAPP STREET (CONEY ISLAND)	BROOKLYN	NEW YORK	11235
DEP	329 GREENPOINT AVENUE (NEWTON CREEK)	BROOKLYN	NEW YORK	11222-1901
DEP	63 FLUSHING AVENUE (RED HOOK)	BROOKLYN	NEW YORK	11205-1005
DEP	6700 SHORE ROAD (OWLS HEAD)	BROOKLYN	NEW YORK	11220
DEP	127-01 POWELLS COVE BLVD. (TALLMAN ISLAND)	COLLEGE POINT	NEW YORK	11356
DEP	150-20 134TH STREET	JAMAICA	NEW YORK	11430-1508
DEP	735 WEST 135TH STREET (NORTH RIVER)	NEW YORK	NEW YORK	10031-8300
DEP	106-21 BEACH CHANNEL DRIVE	FAR ROCKAWAY	NEW YORK	11694-2634
DEP	1801 RICHMOND TERRACE	STATEN ISLAND	NEW YORK	10310-1128
DEP	182 JOLINE AVENUE	STATEN ISLAND	NEW YORK	10307-2021
DEP	751 MILL ROAD (OAKWOOD BEACH)	STATEN ISLAND	NEW YORK	10306-5539
DEP	WARDS ISLAND	NEW YORK	NEW YORK	10035
DOC	RIKERS ISLAND	QUEENS	NEW YORK	11370
DOT	2144 WEBSTER AVENUE	BRONX	NEW YORK	10457-2443
DOT	3200 CONNER STREET	BRONX	NEW YORK	10475-1315
DOT	130 CLAY STREET	BROOKLYN	NEW YORK	11222-1104
DOT	140 58TH STREET	BROOKLYN	NEW YORK	11220-2516
DOT	2900 FLATBUSH AVENUE	BROOKLYN	NEW YORK	11234-7009
DOT	448 HAMILTON AVENUE	BROOKLYN	NEW YORK	11232-1015
DOT	59 ADAMS STREET	BROOKLYN	NEW YORK	11201-1180

SCRAP METAL REMOVAL CONTRACT PICK UP LOCATIONS

USED BY ALL CITY AGENCIES

<u>AGENCY</u>	<u>ADDRESS/LOCATION</u>	<u>BORO</u>	<u>STATE</u>	<u>ZIP CODE</u>
DOT	6080 FLATLANDS YARD	BROOKLYN	NEW YORK	11236
DOT	69-46 SYBILLA STREET	FOREST HILLS	NEW YORK	11375-6627
DOT	58-50 57TH ROAD	MASPETH	NEW YORK	11378-2204
DOT	300 WEST 206 STREET	NEW YORK	NEW YORK	10034-3717
DOT	PIER 36 SOUTH STREET/ MONTGOMERY ST.	NEW YORK	NEW YORK	10002
DOT	PITT STREET & DELANCEY STREET	NEW YORK	NEW YORK	10002
DOT	32-11 HARPER STREET	CORONA	NEW YORK	11368-1532
DOT	78-88 PARK DRIVE EAST	KEW GARDENS	NEW YORK	11367
DOT	VERNON BLVD. (UNDER QUEENSBORO. BRIDGE)	LONG ISLAND CITY	NEW YORK	11102-4037
DOT	141-22 BROOKVILLE BLVD.	ROSEDALE	NEW YORK	11422-2014
DOT	10 GLEN STREET	STATEN ISLAND	NEW YORK	10314-4625
DOT	1893 RICHMOND TERRACE	STATEN ISLAND	NEW YORK	10302-1217
DOT	3551 RICHMOND TERRACE	STATEN ISLAND	NEW YORK	10303-1309
DOT	45 MURRAY HURLBERT AVENUE	STATEN ISLAND	NEW YORK	10304
FDNY	48-67 34TH STREET	LONG ISLAND CITY	NEW YORK	11101-2509
FDNY	55-30 58TH STREET	MASPETH	NEW YORK	11378-1112
FDNY	FIRE ACADEMY REPAIR SHOP	RANDALL'S ISLAND	NEW YORK	10035
HPD	94 OLD BROADWAY	NEW YORK	NEW YORK	10027-7925
NYPD	2 EAST 169TH STREET (JEROME AVE.)	BRONX	NEW YORK	10452-7800
NYPD	1470 EAST NEW YORK AVENUE	BROOKLYN	NEW YORK	11212
NYPD	700 COLUMBIA STREET	BROOKLYN	NEW YORK	11231-1914
NYPD	80-45 WINCHESTER BLVD.	QUEENS VILLAGE	NEW YORK	11427-2174
NYPD	4921 METROPOLITAN AVENUE	RIDGEWOOD	NEW YORK	11385
NYPD	53-15 58TH STREET	WOODSIDE	NEW YORK	11377-7405
NYPD	RODMAN'S NECK OUTDOOR RANGE	BRONX	NEW YORK	10464

Appendix B-1: Bidder's Affidavit and Release of All Claims
(Liability Statement Once-Fired Cartridge Cases (Class C))

5. The Bidder agrees that its right to take possession of the cartridge cases under the Revenue Contract EPIN: 85616B0003 for Once-Fired Cartridge Cases (Class C) shall not be assigned to any other individual or entity, nor shall any of its obligations hereunder be sub-contracted except to the extent necessary for Bidder to fulfill its obligation to remove the cartridges and render them useless for reloading purposes.

6. For other good and valuable consideration, the Bidder, its principals being of lawful age, and under no legal disability, does hereby for itself and for its officers, employees, agents, servants, executors, administrators, insurance companies, affiliates, related entities, successors and assigns, release, acquit and forever discharge and covenants not to sue except to the extent the City fails to comply with the terms of this Affidavit and Release, the City and the City's officers, employees, agents, representatives, attorneys, servants, shareholders, successors, executors, and administrators, of and from any and all claims, actions, causes of action, financial claims, demands, rights, damages, costs, loss of service, loss of business and potential business, personal injuries, death, property damages, expenses and compensation whatsoever, including, but not limited to incidental, consequential, compensatory, punitive and exemplary damages, which the Bidder now has, or which may hereafter accrue on account of or in any way growing out of or relating to the Revenue Contract EPIN: 85616B0003 for Once-Fired Cartridge Cases (Class C) in any way, including but not limited to, the taking possession, handling, transporting and recycling the cartridge cases as well as any use or modification of the cartridge cases expressly prohibited by this Affidavit and Release. Bidder further agrees to pay all of its own attorneys' fees and all other costs and expenses resulting to it or incurred by or on its behalf in connection with Revenue Contract EPIN: 85616B0003 for Once-Fired Cartridge Cases (Class C).

7. Bidder hereby acknowledges and assumes all risk, chance, or hazard relating to the cartridge cases and any modifications thereto including recycling that may be made by the Bidder. No promise or inducement, which is not herein expressed, has been made to Bidder in executing this Affidavit and Release.

8. (a) To the fullest extent permitted by law, the Bidder shall and hereby does indemnify, defend and hold the City, its employees and agents (the "Indemnities") harmless against any and all claims (including but not limited to claims asserted by any employee of the Bidder and/or its Sub-Contractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Bidder and/or its Sub-Contractors in connection with Revenue Contract EPIN: 85616B0003 for Once-Fired Cartridge Cases (Class C) or from the Bidder's and/or its Sub-Contractor's failure to comply with any of the provisions of this Revenue Contract EPIN: 85616B0003 for Once-Fired Cartridge Cases (Class C) or of the Laws of the State of New York or any other Federal, State or local laws, rules or regulations as may be applicable. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this provision by way of cross claim, third party claim, declaratory action or otherwise.

(b) The Bidder hereby expressly agrees that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnities without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnities either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

9. The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Affidavit and Release contains the entire agreement between the parties hereto, and that the terms of this Affidavit and Release are contractual and not a mere recital.

Dated: _____, 20____

Print Name

Signature

Title

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

Notary Public/Commissioner of Deeds

**Appendix B-2: Bidder's Affidavit and Release of All Claims
(Liability Statement Bullet Lead (Class D))**

6. For other good and valuable consideration, the Bidder, its principals being of lawful age, and under no legal disability, does hereby for itself and for its officers, employees, agents, servants, executors, administrators, insurance companies, affiliates, related entities, successors and assigns, release, acquit and forever discharge and covenants not to sue except to the extent the City fails to comply with the terms of this Affidavit and Release, the City and the City's officers, employees, agents, representatives, attorneys, servants, shareholders, successors, executors, and administrators, of and from any and all claims, actions, causes of action, financial claims, demands, rights, damages, costs, loss of service, loss of business and potential business, personal injuries, death, property damages, expenses and compensation whatsoever, including, but not limited to incidental, consequential, compensatory, punitive and exemplary damages, which the Bidder now has, or which may hereafter accrue on account of or in any way growing out of or relating to the Revenue Contract EPIN: 85616B0003 for Bullet Lead (Class D) in any way, including but not limited to, the taking possession, handling, transporting and recycling the bullet lead as well as any use or modification of the bullet lead expressly prohibited by this Affidavit and Release. Bidder further agrees to pay all of its own attorneys' fees and all other costs and expenses resulting to it or incurred by or on its behalf in connection with the Revenue Contract EPIN: 85616B0003 for Bullet Lead (Class D).

7. Bidder hereby acknowledges and assumes all risk, chance, or hazard relating to the bullet lead and any modifications thereto including recycling that may be made by the Bidder. No promise or inducement, which is not herein expressed, has been made to Bidder in executing this Affidavit and Release.

8. (a) To the fullest extent permitted by law, the Bidder shall and hereby does indemnify, defend and hold the City, its employees and agents (the "Indemnities") harmless against any and all claims (including but not limited to claims asserted by any employee of the Bidder and/or its Sub-Contractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Bidder and/or its Sub-Contractors in connection with the Revenue Contract EPIN: 85616B0003 for Bullet Lead (Class D) or from the Bidder's and/or its Sub-Contractor's failure to comply with any of the provisions of this the Revenue Contract EPIN: 85616B0003 for Bullet Lead (Class D) or of the Laws of the State of New York or any other Federal, State or local laws, rules or regulations as may be applicable. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this provision by way of cross claim, third party claim, declaratory action or otherwise.

(b) The Bidder hereby expressly agrees that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnities without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnities either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage

attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

9. The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Affidavit and Release contains the entire agreement between the parties hereto, and that the terms of this Affidavit and Release are contractual and not a mere recital.

Dated: _____, 20____

Print Name

Signature

Title

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

Notary Public/Commissioner of Deeds

Appendix C: Scrap Metal Removal/Receipt Job Ticket (RJT)



**DCAS/OFFICE OF CITYWIDE PURCHASING
OFFICE OF SURPLUS ACTIVITIES (OSA)
SCRAP METAL REMOVAL/RECEIPT JOB TICKET (RJT)**

AGENCY NAME DIVISION:							
AGENCY SITE LOCATION/ADDRESS:							
SCHEDULED PICKUP DATE	___ / ___ / ___	SCHEDULED PICKUP TIME: BETWEEN	<input type="checkbox"/> AM <input type="checkbox"/> PM	AND	<input type="checkbox"/> AM <input type="checkbox"/> PM		
RECOVERED METAL REMOVAL/TYPE		AGENCY CONTACT - NAME	AGENCY CONTACT - TITLE				
VENDOR NAME	CONTRACT #	VEHICLE #	CONTAINER SIZE (CUBIC YDS)				
VENDOR CONTACT - NAME	VENDOR CONTACT - TITLE	GROSS WEIGHT (LBS.)	DATE WEIGHED / /				
OFFICE PHONE #	CELL PHONE #	TARE WEIGHT (LBS.)	TIME IN				
		NET WEIGHT (LBS.)	TIME OUT				
DRIVER'S SIGNATURE	AGENCY/WITNESS SIGNATURE	SCALE ID #	SCALE ADDRESS				
		WEIGHT TICKET #					
FOR OSA USE ONLY							
OSA STAFF - NAME		OSA STAFF - SIGNATURE			DATE		
					___ / ___ / ___		

INSTRUCTIONS:

- AGENCY MUST** FAX OR EMAIL A COPY OF THE RJT AS NOTIFICATION OF A SCHEDULED CONTAINER PICK-UP TO OSA AT:
 - FAX: 212-313-3236 - OR - EMAIL: RORTIZ@DCAS.NYC.GOV -AND-
 - THE SCRAP METAL VENDOR SCHEDULED TO REMOVE THE CONTAINER
- SCRAP METAL VENDOR MUST** PRESENT THE RJT AT THE AGENCY SITE LOCATION ON SCHEDULED PICK-UP DAY IN ORDER TO BE AUTHORIZED TO REMOVE THE CONTAINER.

Appendix D: Scrap Metal Sale Price Invoice (Template)



DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
OFFICE OF CITYWIDE PROCUREMENT
OFFICE OF SURPLUS ACTIVITIES
SCRAP METAL SALE INVOICE

INVOICE DATE	August 11, 2015
---------------------	-----------------

SOLD TO:	

SALES ORDER #	
----------------------	--

INVOICE #	
------------------	--

Agency	PICK-UP DATE	WEIGHT TICKET #	NET WEIGHT (POUNDS)	GROSS TONS	AMERICAN METALS MARKET (AMM) INDEX	AWARDED BID %	SALE PRICE	INVOICE AMOUNT
--------	--------------	-----------------	---------------------	------------	------------------------------------	---------------	------------	----------------

AMM Index:	[INDEX name]
-------------------	---------------------

DEPARTMENT OF CORRECTION

LOADS:	0							
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
TOTALS			-	-				\$0.00

DEPT. OF ENVIRONMENTAL PROTECTION

LOADS:	0							
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
TOTALS			-	-				\$0.00

NYC FIRE DEPARTMENT

LOADS:	0							
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
			0.00	\$	-	100%	\$	\$0.00
TOTALS			-	-				\$0.00

AGENCY: NYC POLICE DEPARTMENT

LOADS:	0							
			0.00	\$	0	100%	\$	\$0.00
			0.00	\$	0	100%	\$	\$0.00
			0.00	\$	0	100%	\$	\$0.00
			0.00	\$	0	100%	\$	\$0.00
			0.00	\$	0	100%	\$	\$0.00
			0.00	\$	0	100%	\$	\$0.00
TOTALS			-	-				\$0.00



DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PROCUREMENT

OFFICE OF SURPLUS ACTIVITIES
SCRAP METAL SALE INVOICE

INVOICE DATE	August 11, 2015
--------------	-----------------

SOLD TO:	

SALES ORDER #	
---------------	--

INVOICE #	
-----------	--

Agency	PICK-UP DATE	WEIGHT TICKET #	NET WEIGHT (POUNDS)	GROSS TONS	AMERICAN METALS MARKET (AMM) INDEX	AWARDED BID %	SALE PRICE	INVOICE AMOUNT
			-	-				\$0.00



DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
 OFFICE OF CITYWIDE PROCUREMENT
 OFFICE OF SURPLUS ACTIVITIES
 SCRAP METAL SALE INVOICE

INVOICE DATE August 11, 2015

SOLD TO:

SALES ORDER #

INVOICE #

Agency	PICK-UP DATE	WEIGHT TICKET #	NET WEIGHT (POUNDS)	GROSS TONS	AMERICAN METALS MARKET (AMM) INDEX	AWARDED BID %	SALE PRICE	INVOICE AMOUNT
--------	--------------	-----------------	---------------------	------------	------------------------------------	---------------	------------	----------------

AGENCY: DEPT. OF TRANSPORTATION

LOADS:	0							
				0.00	\$0	100%	\$ -	\$0.00
				0.00	\$0	100%	\$ -	\$0.00
				0.00	\$0	100%	\$ -	\$0.00
				0.00	\$0	100%	\$ -	\$0.00
				0.00	\$0	100%	\$ -	\$0.00
				0.00	\$0	100%	\$ -	\$0.00
TOTALS			-	-				\$0.00

GRAND TOTAL		0	0.00					\$0.00
--------------------	--	----------	-------------	--	--	--	--	---------------

DEPOSIT [Final Invoice] \$0.00

INVOICE TOTAL DUE \$0.00

Payment must be made within ten (10) business days from this invoice date. Send payment by commercial bank check or cashier's check only, payable to "City of New York", to:
 DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
 OFFICE OF CITYWIDE PROCUREMENT
 OFFICE OF SURPLUS ACTIVITIES
 66-26 Metropolitan Avenue
 Middle Village, NY 11379
 Attn: Account Coordinator

CITY OF NEW YORK
Removal, Transport, Processing and Marketing of Scrap Metal

Appendix E: Monthly Scrap Metal Removal Report (Template)

