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## ***PART I.      INFORMATION FOR BIDDERS***

**PLEASE NOTE:** The following pages contain blanks to be completed by the bidder or spaces for the bidder's signature: 13, 46-72,112-115, 117-122,125-129-131,133-139

### **IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS**

In the event that your organization is submitting a bid in response to this Invitation for Bids, you are hereby notified to return the appropriately executed sealed bid in its entirety, and in its original page order. This includes Bid Pages, Specifications, MacBride Principles and any other documentation that you may have received along with the Solicitation package. Any additional documentation requested within the IFB is to be included in the envelope with the sealed bid.

#### ***1. Description of Procurement***

**CONTRACT FOR THE TRANSPORT OF POLL-SITE VOTING SYSTEM, EQUIPMENT, SUPPLIES AND RECORDS FOR ALL ELECTIONS FROM March 1, 2021THROUGH DECEMBER 31, 2024.**

#### ***2. Time and Place for Receipt of Bids***

- a. Sealed bids shall be received by the Board of Elections in the City of New York (hereinafter "Board") on or before the day, at the time and at the location set forth below:

Time:            10:00 A.M.  
Date:            FEBRUARY 25 2021  
Place:           BOARD OF ELECTIONS, Procurement Dept.  
                    32 BROADWAY, 7<sup>th</sup> FLOOR  
                    NEW YORK, NY 10004  
Attention:       Gwendolyn Youngblood, Deputy ACCO  
                    212-487-7213 email – Gyoungblood@boe.nyc

- b. The completed bid must be submitted in a sealed envelope on or before the time and 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. If the bid is submitted electronically original signed documents must be received within 5 days of bid closing date.

#### ***3. Definitions***

- a) The definitions set forth in Section 1-01(e) of the Procurement Policy Board Rules shall apply to this Invitation For Bids.
- b) Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof

as may be specifically excluded, shall be deemed to be part of the contract and the Invitation for Bids.

#### **4. *Invitation for Bid 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 Advertisement and Proposal for Bids.
2. The Bid.
3. The Agreement.
4. The Specifications.
5. All addenda issued by the Executive Director prior to the receipt of all bids
6. All provisions required by law to be inserted in this contract whether actually inserted or not.
7. The Notice of Award.
8. Notice to Proceed with Work.

b) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids documents. A copy of such documents can be obtained at the location set forth in Part I.

c) Prospective bidders may obtain a copy of the Invitation for Bids documents upon request electronically

d) Additional Copies - Additional copies of the Invitation For Bids document may be obtained, subject to the conditions set forth in the advertisement for bids.

#### **5. *Pre-Bid Questions***

All questions or requests for additional information concerning this solicitation must be made by e-mail or directed to Carlos Rodriguez the authorized Board Contact no later than (7) fifteen days prior to bid due date.

#### **6. *Board Contact***

Any questions or correspondence relating to this bid solicitation shall be addressed to:

Name: Carlos Rodriguez Contract Manager  
Crodriguez@boe.nyc  
Address: Board of Elections, 42 Broadway (11th Floor),  
New York, NY 10004  
Telephone: 212-487-5457

## **7. Examination of Proposed Contract**

- a) Request for Interpretation or Correction - Prospective bidders must examine the Contract Documents carefully and before bidding must request the Executive Director in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Executive Director may decide to include, will be issued in writing will be sent by mail or delivered to each person recorded as having received a copy of the contract documents from the ACCO, and which 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 bidding on all bidders whether or not actual notice of such addendum is shown.
- b) Only Executive Director Interpretation or Correction Binding Only written interpretation or correction so given by warned that the other Officer agent or employee of the City is authorized to give information concerning, or to explain or interpret, the contract.

## **8. Form of Bid**

- 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 person 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 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 or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; 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) The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations shall be initiated by the signer in ink. The bid may be submitted by e-mail to [GYoungblood@boe.nyc](mailto:GYoungblood@boe.nyc). However original signed pages must be delivered to the

Board at 32 Broadway 7<sup>th</sup> floor New York, NY 10004 Att: Gwendolyn Youngblood within 5 days after close of bid.

**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 as well as be subject to possible criminal prosecution.

**10. Site Visit *BECAUSE OF COVID 19 NOT REQUIRED***

Where the Invitation for Bids, involves performance of services at City Facilities, all bidders are expected to inspect the Board of Elections Facilities 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. A site visit form will be provide at each site, the form must be completed and include in the bid package.

**11. Bids Shall Be Typewritten or Written Legibly in Ink**

The Bid shall be typewritten or written legibly in ink. The Bid shall be signed in ink. Erasures or alterations shall be initialed.

**12. Telegraphic or Mailgram Bids (Optional)**

If so provided for in the solicitation, sealed bids may be submitted electronically. Original signed documents must be received at 32 Broadway 7<sup>th</sup> Floor, New York, NY 10004 within 5 days of the bid closing date.

**13. Irrevocability of Bid**

A notice that prices are irrevocable until contract award, unless the bid is withdrawn, and that bids may be withdrawn only after the expiration of forty-five days from bid opening and only in writing received by the agency and in advance of award;

**14. Acknowledgment of Amendments**

The receipt of any amendment to the contract documents shall be acknowledged by the bidder.

**15. 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 examined or tested and shall not be deemed to vary any of the provisions of this contract.

**16. 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 why such materials shall not be disclosed by the City. All materials the bidder desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the work "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

**17. Pre-Opening Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by written notice received in the office designated in the IFB before the time and date set for bid opening.

**18. Bid Evaluation and Award**

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation for Bids, in particular Part II of this Invitation to Bids, this contract shall be awarded, if at all, only to responsible and responsive bidders whose bids meet the requirements and evaluation criteria set forth in the Invitation for Bids. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.

**19. Multiple Awards**

The Board of Elections reserves the right to make awards for this contract to primary as well as qualified secondary and tertiary service suppliers.

- (i) Conditions If the primary (or secondary) service supplier does not respond as required within the specified time periods, the Board will send written notice that it intends to refer work to the secondary (or tertiary) service supplier. The service supplier must respond with service by the next Board business day to preclude such referral.

## **20. *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.

## **21. *Withdrawal of Bids***

Except as provided for in Section 17, above 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 execution of the contract, the Executive Director fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Executive Director. If such notice is given, the bidder waives all claims in connection with this contract.

## **22. *Mistake in Bids***

In accordance with Chapter Three, Section 321(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the Board's Chief Contracting Officer and Board's General Counsel if the following conditions are met:

### **(i) Minor Informalities.**

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

### **(ii) Mistakes Where Intended Correct Bid is Evident.**

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.

### **(iii) Mistakes Where Intended Correct Bid is Not Evident.**

A bidder may be permitted to withdraw a low bid if:



- a) 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 ACCO

(iv) Mistakes Discovered after Vendor Selection.

Mistakes shall not be corrected after vendor selection except where the ACCO, subject to the approval of the CCPO, makes a determination that it would be unconscionable not to allow the mistake to be corrected.

### **23. Low Tie Bids**

- a) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation for Bids, the Board's Chief Contracting Officer will break the tie in the following manner and order of priority:
  - (i) Award to a certified New York City small minority or woman-owned business entity bidder:
  - (ii) Award to a New York City bidder:
  - (iii) Award to a certified New York State small, minority or woman-owned business bidder:
  - (iv) Award to a New York State bidder.
- b) If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

### **24. Rejection of Bids**

- a) Rejection of Individual Bids. The Board's Executive Director may reject bid if:
  - (1) The bidder fails to furnish any of the information required pursuant to Section 25 hereof; or if
  - (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
  - (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules.
- b) Rejection of All Bids. The Board's, upon written approval by the Board's Chief Contracting Officer, may reject all bids and may elect to re-solicit by bid in accordance with the Procurement Policy Board Rules or by other method authorized by such Rules.

**25. *Right to Appeal Determinations and 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, pursuant to Section 2-08 of the Procurement Policy Board Rules.

**26. *Affirmative Action and Equal Employment Opportunity***

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

**27. *- Passport Enrollment***

Pursuant to Administrative Code §6-116.2 and Section 5-02 of the Rules of the Procurement Policy Board (9 RCNY§5-02), bidders may be obligated to enroll and completed PASSPORT 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 subcontract received from City contractors over the past twelve months, equals or exceeds \$100,000 Passport enrollment must be completed and submitted to the Mayor Office of Contracts (MOCS). Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this contract.

**28. *Audit by Comptroller***

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller. Office of Contract Administration, One Centre Street, Room 1225, New York, New York; telephone number (212) 669-3000.

**29. *Failure to Execute Contract***

In the event of failure of the successful bidder to execute the contract and furnish any required security and insurance, 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 relent, including the cost of such relenting 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.

**30. Fines and Penalties**

The service provider bears sole responsibility for any fines or penalties assessed against the Board because of the vendor's action or inaction, willful or otherwise.

**31. Power of Attorney**

Attorneys in fact who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond or bonds.

**32. Financial Qualifications**

- a. The Board 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 Board to ascertain bidder's responsibility and capability to perform the contract.
- b. If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Board's may reject the bid.

**33. Bureau of Labor Services Information**

- a. Who Must File a Complete Employment Report In accordance with Executive Order No. 50 (1980) and its implementing Regulations, the filing of a completed 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 lowest bidder for a supply or service contract or your proposal for supplies or services had been accepted;
  2. the contract value exceeds \$100,000;
  3. your firm employs 50 or more people, and please note that fact
  4. suppliers, subcontractors or vendors performing on the contract who meet conditions 2 and 3, also must file an ER.

*If you are the low bidder, 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 excess \$100,000, you need only submit a "Less Than 50 Employees Certificate".
2. If there is a 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 need only submit the "Less than 50 Employees Certificate".

**34. Procurement Policy Board Rules**

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

**PART II. SPECIFICATIONS**

**SPECIFICATIONS, ADDITIONAL PROVISIONS, AND BID CONTRACT FOR:  
TRANSPORT OF POLL-SITE VOTING SYSTEM COMPONENTS, EQUIPMENT,  
SUPPLIES AND RECORDS FOR ALL ELECTIONS FROM MARCH 1, 2021  
THROUGH DECEMBER 31 2024 SUBJECT TO TWO (2)YEAR RENEWAL OPTION  
UNDER SAME TERMS HEREIN**

**BIDDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

1. Whereas, this contract covers the transport of the poll-site voting system components equipment, ADA equipment (ramps, platforms and other equipment) and may include transporting of supplies, records and all moving activities relating to the Board of Elections. The Board of Elections will also use this contract to move the poll-site voting equipment components, ADA equipment, equipment, supplies, records between facilities and all other moving activities.
2. Whereas, this is a requirements contract for the transport of poll-site voting system components, ADA equipment, , supplies, records and all other moving activities, the Board of Elections in the City of New York (hereinafter "the Board of Elections" or "Board") may include the delivery of equipment and/or supplies for local registrations conducted by the Board. The contract will also cover all miscellaneous transport of poll-site voting system components, ADA equipment, supplies, records and all other moving activities. Miscellaneous transportation may include, but not limited between Boards training facilities, demonstration site, within our facilities and any other location deemed necessary by the Board.
3. The types of elections encompassed include presidential primary, primary elections, possible rerun primary elections, a possible runoff primary election, general elections, possible special elections, and a community school board election.

Whereas, inasmuch as this is a requirements contract, the Board of Elections does not guarantee that for every day of election or local registration the vendor's services will be used, to the extent described herein, and/or at the Estimated Quantities set forth in the Bid Sheet. The Board does not guarantee usage of this contract. The services will be used on an as needed basis only. Should the Board of Elections require services of the type covered by this contract at a level less

than or exceeding the Estimated Quantities, the vendor must be ready and willing to perform such services. Examples of reasons why services may not be called upon or may be less than expected include, but are not limited to, the following: 1) an election district may not be used for a primary election because there is no primary contest in the election district; 2) The Board of Elections may determine that the Police Department or another entity should transport certain equipment; 3) Election Districts may be combined for an election as permitted by the Election Law;

## DEFINITIONS

- A. "Board" shall mean the Board of Elections in the City of New York.
- B. "Vendor" shall mean a bidder to whom a contract was awarded and entered into.
- C. Election District (ED), the smallest political subdivision in New York State.
- D. "Voting Machine Facility" (VMF) the Board of Elections facility where the poll voting equipment is stored and maintained.
- E. "Poll site Voting System Components" consists of Scanner, Ballot Marking Device, ED Transportation container, ADA Privacy Booth and Regular Privacy Booth, table and chairs set forth in Scope of Services. During the terms of the contract additional components may be incorporated in the "Poll Site Voting System Components".
- F. "Early Voting System Components" consists of Scanner, Ballot Marking Device, ED Transportation container, Ballot on Demand Station, ADA Privacy Booth and Regular Privacy Booth, table and chairs set forth in Scope of Services. During the terms of the contract additional components may be incorporated in the "Early Voting System Components".
- G. "Election Night Result Bags" (ENR bags) to be retrieved from Board of Election VMF the day prior to Election Day, transported on Election Day to a location (at the current time Police Precincts) at a set time (currently 12:00 noon to 4:00 pm).
- H. "Election Delivery Period" is the time frame when the first piece of equipment (tables, chairs and ADA equipment) are delivered to poll sites until the last piece of equipment (tables, chairs and ADA equipment) is retrieved. The election delivery period currently starts two weeks prior to the election and ends two weeks after the election. The Board of Elections has the right to adjust the Election Delivery Period at any time during this contract with written notice (by e-mail, fax and/or letter).
- I. "Executive Management" for the Board of Elections consists of the following staff; Executive Director, Deputy Executive Director, Administrative Manager and Operation Manager.
- J. "Lead Person" a staff member of the vendor that will be the Board contact during the election deliver period. This person must be on site at the VMF throughout the election deliver period and be able to be contacted by cell phone. This person must also have the authority to get additional resources if need throughout the election deliver period.

K. Elections that may take place during the term of this contract shall mean:

L. “Stanchion” an upright bar, post, or frame forming a support or barrier.

**Primary Election, June, 2021**  
**General Election, November, 2021**

**Primary Election, June, 2022**  
**General Election, November, 2022**

**Primary Election, June, 2023**  
**General Election, November, 2023**

**Primary Election, June, 2024**  
**Presidential Primary Election, 2024**  
**General Election, November, 2024**

**Any and all Special Elections and/or School board elections mandated during the term of this contract.**

## **SCOPE OF SERVICES**

### **A. Contract Requirements**

1. The Board will notify the vendor at least four weeks in advance of each scheduled election event that vendor’s services under this contract will be required. In the event of a run-off or re-run election or other court ordered election, the Board will notify vendor as soon as possible before the election event.
2. Each vendor will assign a lead person to the Board prior to all elections for purposes of this contract. The lead person is to meet with the VMF supervisors at least four weeks prior to the election to address all concerns. The lead person is to be onsite throughout the election delivery period.
3. The vendor is required to deliver the following equipment in separate trucks:
  - Scanners
  - Ballot Marking Devices (BMDs)
  - Supply Carts
  - Ballot on Demand stations.

A separate Truck for:  
Tables

Chairs  
Privacy Booths (both ADA & regular)  
A separate Truck for:  
ADA Equipment (ramps, platforms, etc.)

The Board of Election may elect to change which components of the poll-site voting system are to be delivered on which truck. The vendor will be notified in advance of this by Executive Management or the Contract Manager.

**B. Delivering Poll Site and Early Voting System Components to Poll Sites**

1. The vendor is required to have the following minimum number of trucks for the delivery of Scanners, BMDs, ED Transportation containers Privacy Booths and Ballot on Demand Stations:

<u>Class</u>	<u>Trucks</u>
Class 1 Manhattan West	10
Class 2 Manhattan East	10
Class 3 Bronx West	7
Class 4 Bronx East	7
Class 5 Brooklyn North	10
Class 6 Brooklyn South	12
Class 7 Queens North	10
Class 8 Queens South	10
Class 9 Staten Island	7

2. The vendor cannot release the minimum number of trucks until the Chief Clerk or Deputy Chief Clerk designee, Contract Manager or Chief Voting Machine Technician has verified that all scheduled equipment has been delivered for that day. If the vendor releases any of the minimum number of trucks without authorization by the Chief Clerk or Deputy Chief Clerk designee, Contract Manager or Chief Voting Machine Technician the vendor will be charged liquidated damages of \$500 per truck. The Board of



Elections will deduct these damages from the amount due the vendor. The Board has the right to increase or decrease the minimum numbers of trucks requirements at any time, such adjustment will be sent to the vendor in writing. The minimum number of trucks does not release the vendor's **obligation to deliver the poll site system components, equipment and ADA equipment within the specific time frame.** If the vendor feels that the minimum number of trucks is too low, they are required to add additional trucks, needed to meet delivery requirement and time frame.

3. The vendor will **be** required to have additional trucks (above the minimum number) on site the day before Election Day to handle the day before deliveries. If the vendor failure to have enough trucks, the vendor will be charged liquidated damages in the sum of \$300.00 per piece of equipment not delivered by 5:00 pm. This will be deducted from the vendor's invoice.
4. The Board will send the vendor four weeks prior to the election a list of poll sites and voting system components that is required to be delivered. The list will also include which day of the week (example; Tuesday, Wednesday) or if it is day before delivery, in some cases a delivery time may be specified. If no date is listed the vendor can deliver on any date. The Vendor will return the schedule of delivery with a time (either AM/PM) and if no date specified by the Board also including the date, which the vendor expects to make the delivery. The completed schedule of delivery must be returned to the Board within 5 business days of receipt. If the vendor fails to return the completed schedule back to the Board within 5 business days, than the vendor will be charged liquidated damages of \$500 for every day late, any damages will be deducted from the vendor's invoice.
5. Early voting is required for all Elections (primary, general, specials, run-off and re-run primary). Early voting site system components and equipment (if required) used for early voting shall be delivered not later than two (2) days prior to the start of the early voting and no later than 5:00 p.m. on the day before the first day of early voting (currently 10 days prior to the election day) If the vendor fails to deliver the components within the specified time frame, the vendor will be charged liquidated damages of \$500 per undelivered component, the damages will be deducted from the vendor's invoice.
6. Poll site voting system components and equipment (if required) for an election day site shall be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. on the Friday before the election. However,

under circumstances specified by the Board of Elections, poll site voting system components and equipment (if required) has to be delivered on the Monday (or day) before the election. Prospective bidders must guarantee that all machines and equipment (if required) for an election will be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. the day before the election. Under special circumstances delivery to various poll sites might be needed on two hours before the opening of the polls (poll open at 6am). If there is no relevant, pending court proceeding or delay in certifying the prior election, the poll site voting system components and equipment (if required) shall be released by the Board at least five business days before the election. If court proceedings are pending or the certification of the prior election is delayed, the poll-site voting system components shall be released at the earliest possible moment upon notification from the Board of Elections. Re-run primary elections may be ordered by the courts on short notice and a Run-off may be required by law. The vendor must be available to deliver poll-site voting system components and equipment (if required) for these events. Both the Run-off primary and Re-run primary elections occur during the time period between the primary and general election. Poll-site voting system components and equipment (if required) for a Run-off or a Re-run primary election must be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. on the Friday before the election. However, under circumstances specified by the Board of Elections, poll-site voting system components and equipment (if required) may be delivered on the Monday before the election. Prospective bidders must guarantee that all poll-site voting system components and equipment (if required) for a Run-off or a Re-run primary election will be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. the day before the election. The poll-site voting system components shall be released at the earliest possible moment (i.e. this may be as short as three calendar days before the Run-off or Re-run primary election).

7. Special Elections are proclaimed by the Governor or Mayor or held as required by law. Proclamations for special elections are issued approximately 70-80 days in advance of the election. They are usually held in only one district in a particular borough. Poll-site voting system components and equipment (if required) for a special election must be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. on the Friday before the election. However, under circumstances specified by the Board of Elections, poll-site voting system components and equipment (if required) may be delivered on the Monday before the election. Prospective

bidders must guarantee that all poll-site voting system components and equipment for a special election will be delivered to the various poll sites and placed where they will be used no later than 5:00 p.m. the day before the election. The poll-site voting system components will be released at the earliest possible moment. Poll-site voting system components and equipment (if required) must be returned within three business days following the election, unless otherwise specified.

8. The vendor is required to pre-load the night prior to the delivery day. Each truck must be locked. The pre-loaded trucks are to be parked at the Board of Elections facilities (if possible) or parked at the vendor's secure facility overnight. The vendor has the right to pre-load more than the minimum number of trucks required. In the event the vendor is directed to report to the voting machine facility to pre-load and a sufficient number of components are not ready to pre-load the minimum number of trucks, the vendor shall be reimbursed for the exact amount of time the non-loaded trucks wait at the hourly rate set forth in Item 12 on the bid sheet. Only the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk, Contract Manager and/or Chief Voting Machine Technician shall be authorized to terminate the waiting period for the minimum number of trucks specified. The Board of Elections is not responsible for waiting time for any additional pre-loading trucks above the minimum requirement.
9. When staging the poll site voting system components the vendor is required to inform the designated representative of the Board of Elections staff that the equipment (with the serial number of each item) is leaving the Board facilities. The designated representative of the Board staff must be given the truck license plate number and name(s) of employee that will be making the delivery. The designed representative of the Board will record serial numbers of each item leaving and which truck the delivery will be performed with. Failure to do so will subject to liquidated damages of \$100.00 per occurrence. The Board of Elections will deduct these damages from the amount due the vendor.
10. When delivering a poll site voting system components to a poll site, the top portion of all shipping cards must be removed and attached to the delivery receipt.
11. Vendor staff must complete delivery receipt for each delivery. The delivery receipt will include but not limited to signature, date and time of delivery. Failure to return receipts by the end of the day or next delivery to Board staff

will subject vendor to liquidated damages of \$250.00 per occurrence. The Board of Elections will deduct these damages from the amount due the vendor.

12. Prior to reloading any truck for the next load of poll site voting system components and/or equipment, all documents used in the last shipment must be returned to a Board of Elections' designated employee(s). This includes, but is not limited to, delivery receipts (completed) and, if used, the redelivery log. The failure of the trucker to return all documents will subject vendor to liquidated damages of \$250.00 per occurrence. The Board of Elections will deduct these damages from the amount due the vendor.
13. If any poll site voting system components and/or equipment is delivered to the wrong poll site, and not correctly delivered by 6:00 am on the day of the election, the Board of Elections will consider the item(s) to be miss-delivered and the vendor will be subject to liquidated damages of \$250.00 for each occurrence per component. The Board of Elections will deduct these damages from the amount due the vendor.
14. Prior to the deployment of the poll site voting system components and equipment, for each election, the vendor has the right to inspect such components and record any prior damages before deployment. If the vendor fails to perform such inspection, the vendor may not claim that the damages were present prior to deployment. All inspections shall be signed off by the vendor and designated representative of the Board on the Board's official forms. The vendor must contact the borough office to make arrangements for the dates the machines are available for inspection.
15. When poll site voting system components are to be delivered, the Board of Elections will notify the appropriate party responsible for the respective poll site, including the Board of Education (where applicable), that delivery is expected. If the vendor finds that the poll site is closed when delivering, the vendor must immediately contact the Chief Clerk, Deputy Chief Clerk or the designated employee of the borough in which delivery is to be made. When billing for redelivery, the vendor must document the reason(s) for the redelivery on the redelivery log. Payment for a delivery of poll site voting system components after the first unsuccessful delivery attempt shall be at half the Unit Price set forth in the Bid Sheet for each attempt and this amount shall include the storage, if necessary, of any poll site voting system component stored overnight at the VMF or vendor's secured facility. Failure

to submit a completed redelivery log to the Board of Elections designated employee, prior to reloading truck for the next shipment, will result in the vendor being charged liquidated damages of \$250.00 per occurrence. If redelivery logs are not submitted or submitted incomplete, the Board of Elections will not acknowledge that a redelivery was performed.

16. If the vendor arrives at a poll site and the poll site is open and for any reason cannot make the delivery, the vendor will not bill the Board of Elections waiting time for the first hour. If the delay is greater than an hour the vendor is required to contact the Chief Clerk, Deputy Chief Clerk or the designated employee of the borough in which delivery for approval for waiting time. No waiting time will be awarded unless prior approval is granted.
17. The Board of Elections may elect to have certain components of the poll site voting system delivered to a poll site during the period of time that other equipment (tables and chairs) is being delivered.
18. All deliveries shall take place on Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., except as elsewhere provided herein.
19. The vendor may be required to pick up the said equipment from either a Board of Elections facility or from the rental vendor's warehouse (which may not be located within the borough that the vendor has been awarded). Equipment is to be delivered only to poll sites, designated by the Board of Elections. The vendor is then required to return the equipment from the location(s) from which said equipment was picked-up, unless a different location is specified by Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager in writing and sent by fax, mail or e-mail.
20. Election Night Return (ENR) bags are to be retrieved from Board of Elections VMFs the day prior to Election Day and transported to a location ( presently Police Precincts) at a set time (currently 12:00 pm to 4:00 pm) on Election Day.
21. At least two scanners will be used at each poll site and/or early voting site. Many poll and/or early voting sites will require more than two scanners.
22. At least one BMD will be used at each poll and/or early voting site. For some poll and/or early voting sites, two BMDs may be used in specified Elections.

23. At least one ED Transportation Container is used in each Election District and/or at least one for each early voting site.
24. At least two ballot on demand stations will be used at each early voting locations. Many early voting sites will require more than two ballot on demand stations.
25. At least one ADA Privacy Booth is required per poll and/or early voting site. The remaining number of Privacy Booths is determined by how eligible to vote in that election.
26. Not all poll and/or early voting sites will require ADA equipment. ADA equipment assigned to a poll site will vary in type, quantity and size.
27. A list of the currently utilized poll and/or early voting sites is attached hereto as Appendix I. The Board of Elections, reserves the right to change poll and/or early voting sites or add additional poll and/or early voting sites. There is no guarantee that the poll and/or early voting sites set forth in the list will remain the same.
28. The following is a list of Board of Elections voting machine facility for each borough as of the date of this invitation to bid:

Manhattan	450 West 33 <sup>rd</sup> Street	(212) 465-0503
Bronx	1780 Grand Concourse	(718) 299-9017
Brooklyn	5112 2 <sup>nd</sup> Avenue	(718) 492-2607
Queens	66-26 Metropolitan Avenue	(718) 417-2026
Staten Island	1 Edgewater Plaza	(718) 876-0719

- a. The Board of Elections reserves the right to change the locations of its voting machine facility, and vendors shall perform as required under this contract without any change in Unit Prices.
- b. If conditions at any of the voting machine facility change, the Board of Elections will meet with the vendor(s) and will determine what actions if any, should be taken to ensure that the deliveries are made on time,

- c. A representative of the bidder, prior to submitting the bid, must visit and examine the warehouse of each borough whose Class is being bid upon. **Failure** to do so shall result in the bidder's bid for such Class being declared not responsive. Appended to the Bid Sheet for any Class must be written certification by a Board of Elections employee designated by the borough Chief Clerk or Deputy Chief Clerk, to the effect that the representative visited and examined the borough voting machine facility. If bidding on two Classes comprising a borough, the certification need be appended to only one of the Bid Sheets for the borough.
  - d. For those bidding on a Class within Queens, bidders must take note that the warehouse has a setup, which is different from that in the other voting machine facilities. Scanners, BMDs and transportation carts must be taken a long distance before reaching freight elevators. This factor must be taken into account when bidding. No extra charges will be paid on account of the setup in Queens. The Queens facility also has three different sections, with three different loading docks.
29. The Board of Elections' General Office, Borough Offices, and telephone numbers are as follows:

**General Office**

32 Broadway, Manhattan

Michael J. Ryan  
Executive Director  
(212) 487-5403

Dawn Sandow  
Deputy Executive Director  
(212) 487-5412

Pamela Perkins  
Administrative Manager  
(212) 487-5406

Georgea Kontzamanis  
Operations Manager  
(212) 487- 8648

Carlos Rodriguez  
Contract Manager, Chief Voting Machine Technician  
(212) 487-5457

**Manhattan**

200 Varick Street

Gregory Lehman

Chief Clerk

(212) 886-2103

Cynthia Doty

Deputy Chief Clerk

(212) 886-2110

**Bronx**

1780 Grand Concourse

Steve Alfasi

Deputy Chief Clerk

(718) 299-9017 ext. 1836

Brendaliz Candelaria

Deputy Chief Clerk

(718) 299-9017 ext. 1833

**Brooklyn**

345 Adams Street

Raymond Riley

Chief Clerk

(718) 797-8806

Daniel Ortiz

Deputy Chief Clerk

(718) 797-8803

**Queens**

118-35 Queens Boulevard

Amanda Berinato

Chief Clerk

(718) 730-6733

Bart Haggerty

Deputy Chief Clerk

(718) 730-6737

**Staten Island**

1 Edgewater Plaza

Don Bosco

Chief Clerk

(718) 420-3106

Anthony Andrulli



Deputy Chief Clerk  
(718) 420-3108

The Board of Elections reserves the right to change the locations of its offices, and vendors shall perform as required under this contract without any change in Unit Prices.

**C. Retrieving Poll Site and Early Voting System Components from Poll Sites**

1. The vendor is required to have the following minimum number of trucks for the Retrieving of Scanner, BMDs, Privacy Booths, Ballot on Demand Stations and ED Transportation container:

<u>Class</u>	<u>Trucks</u>
Class 1 Manhattan West	10
Class 2 Manhattan East	10
Class 3 Bronx West	7
Class 4 Bronx East	7
Class 5 Brooklyn North	10
Class 6 Brooklyn South	12
Class 7 Queens North	10
Class 8 Queens South	10
Class 9 Staten Island	7

2. The vendor cannot release the minimum number of trucks until the Chief Clerk or Deputy Chief Clerk designee, Contract Manager or Chief Voting Machine Technician has verified that all schedule equipment has been retrieved for that day. If the vendor releases any of the minimum number of trucks without authorization by the Chief Clerk or Deputy Chief Clerk designee, Contract Manager or Chief Voting Machine Technician this will result in liquidated damages of \$500 per truck. The Board of Elections will deduct these damages from the amount due the vendor. The Board has the right to increase or decrease the minimum of trucks requirements at any time, such adjustment will be sent to the vendor in writing. The minimum number of trucks does not release the vendor's obligation to retrieve the poll site system components, equipment and ADA equipment within time frame. If the vendor feels that the minimum number of trucks is too low, they are required to add additional trucks as needed to meet pick the up schedule
3. The return of all poll site voting system components must be completed no later than three business days following the day of election, unless otherwise specified. The Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager shall notify the vendor, in writing that certain poll site(s) MUST be

- retrieved first. The notification that a poll site(s) must be retrieved first shall be provided to the vendor as soon as possible up to and including the full calendar day (i.e. until 11:59 p.m.) of the day of the election. The vendor MUST reroute its trucks to accommodate the Board of Elections requirements.
4. Early voting sites system components and equipment (if required) used for early voting shall be retrieved in one (1) day from various poll sites and returned to Board of Elections facilities. If the early voting site is used for Election Day, then the Election Day systems component will be delivered at the same time. The retrieval and/or exchange of system components may take place on a weekend or after hours, if so then no additional (other than the unit price) payment will be billed. The prospective bidders must guarantee that all components and equipment (if required) for early voting will be retrieved or exchanged no later than 10:00 pm. If the vendor fails to retrieve and/or exchange the components within this time frame, then liquidated damages of \$500 per component will be deducted from the vendors invoices.
  5. If it is determined or anticipated that a run-off will be required, the vendor shall allocate a sufficient number of trucks so that the retrieval of all components will be completed within two business days. A run-off may only occur following a Primary. The vendor will be notified in writing by mail, fax or e-mail that there is going to be a run-off election. If the vendor does not comply with the foregoing requirement, then liquidated damages of \$250.00 per component will be deducted from moneys owed to the vendor. The Board of Elections will deduct from any moneys owed to the vendor, ALL liquidated damages and shipping damages.
  6. The Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager shall notify the vendor, in writing, that a certain poll-site(s) MUST be retrieved first. The notification that a poll-site(s) that must be retrieved first shall be provided to the vendor as soon as possible, up to and including the full calendar day (i.e. until 11:59 p.m.) of the day of the election. If poll site is designated for retrieval the day after the election ALL EQUIPMENT (including tables, chairs, privacy booths and ADA equipment) must be retrieved. The vendor MUST reroute its trucks to accommodate the Board of Elections requirements. Upon notice, the vendor shall return the poll-site voting system components from the specified poll-site(s) within two days of the election. If the vendor does not comply with the foregoing requirement, then the vendor will be subject to liquidated damages of \$250.00 per component. Liquidated damages will be deducted from the vendor's invoices.

7. The vendor will be required to have additional trucks (above the minimum number) on site the day after Election Day to retrieve poll sites that are required to be pick up the day after the election. If the vendor fails to do so, then liquidated damages to the sum of \$250.00 per piece of equipment will be deducted from the invoice.
8. The vendor will retrieve all remaining equipment (tables, chairs, privacy booths and ADA equipment), the week after the election and must complete the retrievals by that Friday.
9. When poll site voting system components are to be retrieved, the Board of Elections will notify the appropriate party responsible for the respective poll site, including the Board of Education (where applicable), that retrieval is expected.
10. When a truck arrives at the Board of Elections voting machine facility to return the poll-site voting system components the vendor must provide to the designated Board representative the name of the truck driver and two helpers returning the components. The vendor also must provide to the designated Board representative all completed retrieval receipts for that truck load. The retrieval receipts must include but not limited to signature, date and time of retrieval. The designated Board representative will record the return of the poll-site voting system components. If the retrieval receipts are not completed when given to the designated Board representative, the vendor will be assessed liquidated damages of \$250.00 per occurrence. The Board of Elections will deduct these damages from the vendor's invoice.
11. At the end of each day, all retrieval receipts for equipment must be given to the designated Board of Elections employee. Failure to do so will result in liquidated damages of \$250.00 per occurrence.
12. When poll-site voting system components are to be retrieved, the Board of Elections will notify the appropriate party responsible for the respective poll site, including the Board of Education (where applicable), the expected days of the retrieval. If the vendor find that the poll site is closed when retrieving, the vendor must immediately contact the Chief Clerk, Deputy Chief Clerk or the designated employee of the borough in which the retrieval is to be made.
13. All retrievals shall take place on Mondays through Fridays, from 9 a.m. to 5 p.m., except as elsewhere provided herein.
14. Tables and chairs are marked with a stencil of the name of the vendor on the underside of the equipment. The trucking vendor is responsible, when retrieving said

equipment from the poll site, to verify that the equipment has that stencil of the equipment vendors name on it. If a table or chair, without that stencil, is given to the trucking company from the poll site, it is the responsibility of the trucking company to note the site and report this to the Board of Elections by the close of business that day. Failure to do so will result in the trucking vendor being responsible for the cost of table and chair that is off-loaded at the Board of Elections designated site.

15. If the vendor arrives at a poll site and the poll site is open and for any reason cannot make the retrieval, the vendor will not bill the Board of Elections waiting time for the first hour. If the delay is greater than an hour the vendor is required to contact the Chief Clerk, Deputy Chief Clerk or the designated employee of the borough in which the site is located for approval for waiting time. No waiting time will be awarded unless prior approval is granted.

**D. Components of the Poll Site Voting System consist of the following;**

**Scanner**

To be delivered, the Scanner is transported in the closed position and covered with a plastic bag. When closed, the Scanner measures approximately 23 inches in width and 20 inches in length. They weigh approximately 75 pounds.



**Ballot Marking Device (BMD)**

This is also transported in the closed position and covered with a plastic bag. When closed, the BMD measures approximately 42 inches in width and 28 inches in length. The BMD weighs approximately 150 pounds to 350 pounds (unit with battery backup system). Note: Some BMDs have a cradle point pelican case that are attached to the top with velcro.



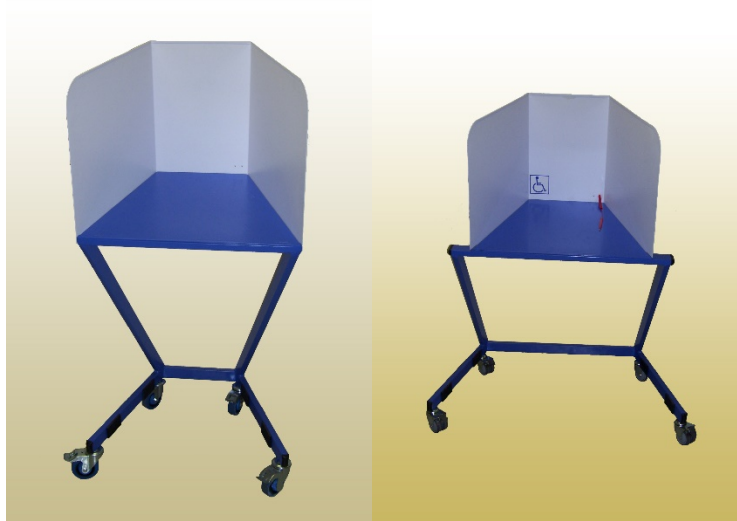
#### Election District Transportation Container

This is transported in the closed position. When closed, it measures approximately 36 inches in width and 27 inches in length. It weighs approximately 250 pounds.



#### Privacy Booths

To be transported as is. There are two different types of privacy booths (regular and ADA). The regular privacy booth measure approximately 28 inches wide by 28 inches depth. It weighs approximately 50 pounds. The ADA privacy booth measures approximately 45 inches wide by 28 inches depth.



#### Ballot on Demand Station (BOD)

To be transported in the closed position. When closed, it measures approximately 63 inches tall, 23 inches wide and 28 inches deep. It weighs approximately 160 pounds.



#### E-poll Book

To be transported in the closed position. Ships usually inside the supply carts or the BOD cart. When closed, it measures approximately 7.6 inches tall, 16 inches wide and 19.8 inches in length, it weighs approximately 25 pounds.

The Board of Election reverses the right to add additional items to the list poll site and early voting system components (scanners, BMDs, supply carts and privacy booths).

**E. Equipment under this contract shall include:**

Tables

The tables to be delivered are folding tables, which are to be transported in the folded position. When folded, they measure approximately 36 inches in width and 60 inches in length. They weigh approximately 55 pounds apiece.

Chairs

The chairs to be delivered are folding chairs with a backrest and are transported in the folded position. When folded, they measure approximately 30 1/4 inches in height and 18 1/4 inches in width. They weigh approximately 10 pounds apiece.

Supply Bags

Supply bags measure approximately 20 inches in height and 20 inches in length. They weigh approximately five pounds apiece but they could weigh more or less depending on the contents. The delivery of supply bags entails the pickup from wherever they are located inside the borough voting machine facility, delivery to the site, and placement in the site in a location designated by the site's custodian or the Board of Elections.

Boxes

Cardboard boxes measure approximately 2' x 2' and weigh approximately 25 lbs.

Moving Bins

Cardboard moving bins measure 24" depth by 48' wide by 28" high.

Dollies

Standard commercial grade moving dollies used in commercial moves.

**F. ADA Equipment under this contract shall include:**

Ramps

The ramps to be delivered are aluminum. The sizes are 3' x 3' up to 3' x 30' and could be longer.

#### Platforms

The platforms range in size from 60" x 60" to 60" x 84".

#### Railings

The railings range in size from 3' long to 30' long and could be longer.

#### Level Landing Systems

The level landing systems are 60" wide by 60" depth. Each level landing system are equipped with up to three bevel edge pieces, each bevel edge is up to 60" wide by up to 10" in depth. The level landing system may weigh approximately 150 pounds.

### **G. Supplies, records and other election relate activities for this contract:**

#### Supplies

The supplies will vary in size and weight. The packaging of these supplies may be in various formats, bags, boxes and/or skids. The vendor will be required to provide any equipment needed to transport supplies in each of the different packaging.

#### Record

Records will vary in size and weight. The packaging of these records may be in various formats, plastic wrapping, boxes, skids and/or transportation containers. The vendor will be required to provide any equipment needed to transport records in each of the different packaging.

#### Election Related Activities

The Board of Elections may require the services of the vendor to aid in the movement of equipment, furniture, records and/or supplies within any of its facility. The vendor will be required to provide any equipment (dollies and bins) needed to complete the task.

### **H. Transporting of Poll Site and Early Voting Systems Components**

1. The vendor shall be responsible for the transport of poll site voting system components (including anything enclosed inside or attached to said system)



component). Said transport shall include: 1) pickup from wherever they are located inside the borough VMF or a Vendor; 2) delivery to a poll site; 3) placement within the poll site in the location where the poll site voting system components will be used; 4) pickup at the poll site from wherever they are located and returned to the borough VMF or Vendor; and 5) placement in the borough VMF or Vendor in the space designated by the Board of Elections or the Vendor.

2. All deliveries shall take place on Mondays through Fridays, from 9 a.m. to 5 p.m., except as elsewhere provided herein. No extra payments or compensation beyond the Unit Price for delivering the poll site voting system components will be paid to a vendor by virtue of their having been anything enclosed inside any component of the system or attached to it.
3. The vendor must secure all poll site voting system components and equipment during any portion of the transportation. The method of securing poll site voting system components shall meet or exceed the minimum requirement set forth in Equipment Handling below in this contract and the method of securing the equipment shall be sufficient enough to prevent any damage to said items.

#### **I. Equipment Handling**

1. The vendor must handle the scanner component of the poll-site voting system in the following manner:

Make sure the scanner box's wheels are unlocked before attempting to move it.

Two people should lift the scanner over the threshold using the ballot box handles.



- Avoid running into doors and door jams.



2. The vendor must secure the poll-site voting system components and equipment in the trucks during transportation.

The scanner component of the Poll-site Voting System must be secured in the following manner:

Place the scanner side by side with the front of the ballot boxes facing towards the center of the truck. Insert a spacer (e.g. bubble wrap, cardboard, Styrofoam, etc.) to protect the ballot box handles from rubbing against one another, other components and walls of the trucks.



- Lock the wheels.



- Strap the scanner together.

#### **J. Required Equipment, Service and Authorization**

1. Authorization when required in this contact may only be given by the following Board of Elections Staff: Executive Management, Chief Clerk, Deputy Chief Clerk and/or the Contract Manager.
2. The Board of Elections considers the standard work force per truck to be one driver and two helpers. If additional employees are needed, the vendor must get authorization from the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager.
3. The vendor shall not hire any current Board of Elections employee. In addition, the vendor shall not hire a former Board of Elections employee, if his/her last date of employment with the Board of Elections is less than one year prior to the date of employment by the vendor.

Due to the unique nature of the responsibilities of the Board of Elections, the time for the performance of all work required under this contract is of the essence.

#### **Board of Elections Rights**

1. The Board of Elections maintains the right to cancel this contract at any time.
2. The Executive Director and/or Deputy Executive Director of the Board of Elections may order increased services in excess of the award as allowed by law and/or regulation.
3. The Board of Elections shall not be limited in the number of times it may call upon vendors to perform work under this contract.
4. All authorizations by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager, for work to be performed under this contract shall be in writing and signed when specified herein, and shall be effective upon being sent by fax, e-mail or delivery to the vendor by any means, whichever occurs first. No work requiring a written authorization shall take place unless and until the authorization is so sent or delivered.

5. The vendor may be called upon to deliver and retrieve equipment for a particular election or all elections for the entire borough. The Board of Elections will call upon the vendor awarded a Class for that borough, whose Unit Prices, when applied to the entire job, result in the lowest cost. The Vendor must be willing to perform the work involved at the Unit Prices set forth on its Bid Sheet for its awarded Class.
6. The Board of Elections will deduct **ALL** liquidated damages and shipping damages from the vendor invoice.
7. Each Vendor shall be required in an emergency to move the poll site voting system components and/or equipment in another class or Borough at the direction of the Board. For work outside the Borough in which the vendor has been awarded a contract, the Vendor will be paid the higher of the rate applicable to the other class or the rate bid by Vendor. For work within the same Borough the Vendor shall be paid the rate bid by Vendor.
8. If during the term of this contract additional items are added to the poll site and/or early voting system components list (scanners, BMDs, supply carts and privacy booths), then the Board of Elections will negotiate with the vendor on the price for delivery and retrieval of the additional item.
9. The Board of Elections reserves the right to incorporate any technology to track the deliveries and retrieval of the poll-site voting system components, equipment, supplies and records. The Board will train the vendor's staff on how to use the technology. The vendor will be responsible for any equipment issued to them to confirm the deliveries. If said equipment is damaged or lost, while in the vendor's possession, the vendor will be built for the list of repair or replace said equipment.

## **Invoicing**

1. The Board of Elections will not acknowledge any invoice that is not submitted on Board of Elections invoice form.
2. The Board of Elections will not acknowledge any invoice without an invoice number.
3. The Board of Elections will not acknowledge any invoice for redelivery unless such redelivery has been documented on the Board of Elections' redelivery log and submitted to the designated employee(s) at the time of the original delivery attempt.

## **VENDOR REQUIREMENTS**

1. In order to be eligible to bid on this contract, the bidder must have been in the moving business for at least five years prior to the date bids are due and must have a secure, locked, and alarmed facility where poll and/or early voting site system components, equipment and ADA equipment, whose transport is covered by this contract, can be stored temporarily in its custody in a manner where they are protected from damage and tampering.
2. Any vendor who, prior to the opening of the bids on this contract, has not satisfied a claim (that is not in dispute or subject of litigation) by the Board of Elections for damage of any component of the poll and/or early voting system component for which an estimate or cost of repairs was provided, shall be deemed not responsible.
3. The Board of Elections reserves the right to institute any means of certification it decides upon, by which the poll and/or early voting site system components, equipment and ADA equipment loaded into each truck are receipted and signed for by a vendor employee and/or a Board of Elections employee.
4. Where work is performed under an hourly rate, fractional portions of an hour shall be paid in proportion to the Unit Price per hour.
5. The City Comptroller requires contractors to report their Social Security number (individuals) or Tax ID number (corporations or partnerships).
6. By submitting a bid for this contract, the bidder certifies to the truth and accuracy of all figures and answers contained in any application or questionnaire or form herein and authorizes the Board of Elections or other authorized entity of the New York City or New York State Government to make any necessary examination of the books of account, records, and vouchers of the bidder, or any investigation to determine its responsibility. The Board of Elections or other authorized entity of the New York City or New York State Government may also inspect the facilities of any bidder to determine whether they conform to the requirements set forth in paragraph A of this section.
7. The undersigned agrees that if this bid is accepted it will within ten days after receipt of notice of award, furnish executed copies of insurance policies as

may be required, execute the agreement set forth in the proposal for bids, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this invitation for bids at the Unit Prices set forth herein.

8. The Board of Elections reserves the right to compel use by a vendor of any uniform invoice, voucher, bill, form, receipt, document, authorization, or any paper, in connection with the performance of this contract. After submission of any invoice to the Board of Elections, the latter may require a vendor to provide further details concerning any amount billed for in the voucher.
9. The Board of Elections reserves the right to incorporate any technology to track the deliveries and retrieval of the poll site voting system components, equipment, ADA equipment, supplies and records. The Board will provide training to the vendor's staff on how to use the technology. The vendor will be responsible for any equipment issued to the vendor to confirm the deliveries. If said equipment is damaged or loss, while in the vendor's possession, the vendor will pay for the repair or replace said equipment.

## **TERMINATION OF CONTRACT**

The Board of Elections, as the agency charged by the Election Law with the responsibility for conducting elections, reserves the right to terminate this contract at any time upon the non-performance or unsatisfactory performance of work on the part of the vendor or if it determines it is in the best interest of the City of New York and the Board of Elections. In the event of such cancellation, the vendor shall not be relieved from any liability he might have incurred by reason of a breach of this contract or any of this contract's terms, or from reimbursing the Board of Elections and New York City for loss or expenses incurred thereby. The provisions of this paragraph shall supersede any inconsistent or contrary provisions if contained elsewhere herein.

## **LIQUIDATED DAMAGES**

- A. In the event the vendor through its fault or negligence shall fail to perform or complete any work hereunder in accordance with this contract within the time herein prescribed or specified, the Board shall deduct from any invoices submitted, the following sums, depending upon the Item (for each item(s)) under which the work would have been paid for:
  - (i) If said work would have been paid for under Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 30, 31, 32, 33, 34 or 35 the said sum shall be \$250 per item not delivered or preloaded in trucks stored overnight by the vendor in accordance with this contract within the time herein prescribed or specifications.

- (ii) If said work have been paid for under Items 12, 13, 14, 15, 16, 20, 21, 23 and 24 the sum shall be \$100 per item not delivered by the vendor in accordance with this contract within the time herein prescribed.
- (iii) If the work would have been paid for under Items 14 the sum shall be \$3,000 for each truck, which the vendor failed to provide as directed, for any or part of the day. The vendor will be held responsible for retrieving all items delivered to a poll and/or early voting site. The vendor is responsible for retrieval of the number of item(s) (example tables, chairs ADA equipment) on the Retrieval Receipt. If the quantity is not present at the site during the retrieval, the vendor must notify the Borough Board of Elections office of the missing items at the time of retrieval (while still on location). If the vendor fails to return the amount set on the Retrieval Receipt, the vendor will be responsible for cost of the replacement of the missing items(s). This amount will be deducted from any payments due the vendor.
- (iv) If the work would have been paid for under Item 18, the sum shall be \$200 per hour for each hour the vendor failed to perform or complete such work within the time prescribed, or until such work is completed by the vendor or another entity retained to perform such work.
- (v) If the work would have been paid for under Items 19, 25, 26, 27, 28 and 29 the sum shall be \$3,000 for each truck with three employees, which the vendor failed to provide as directed, for any or part of the day.
- (vi) The vendor will be responsible for any equipment issued to them to confirm the deliveries. If said equipment is damaged or loss, while in the vendor's possession, the vendor will pay for the repair or replace said equipment. This amount will be deducted from any payments due the vendor.
- (vii) If the vendor fails to submit to the Board's designated employee, all completed documentation from the prior delivery before reloading the truck for the next delivery, the vendor shall be subject to liquidated damages of \$250 per occurrence.
- (viii) If the vendor fails to inform the designated representative of the Board of Elections staff that the equipment (poll site voting system components) are leaving the Board facilities and going to deliver. The vendor must provide the following truck license plate number and name(s) of employee that will be making the delivery. The vendor shall be subject to liquidated damages of \$100.00 per occurrence.

- (ix) If the vendor fails to complete the delivery receipt with the following, but not limited to information: signature, date and time of delivery, the vendor shall be subject to liquidated damages of \$100.00 per occurrence.
  - (x) The vendor shall reroute trucks to accommodate the Board of Elections special needs to retrieve specified poll site(s) first. If the vendor fails to comply with the deadlines for performing such services set forth in Sections A, E, G, H and I (e.g., returning poll-site voting system components from specified poll site(s) within two days) or directions of the Board to perform services within a certain timeframe, and if the Board of Elections determines that the vendor using its best effort did not comply with such deadlines for performing services or such directions, then \$250 liquidated damages per component affected will be deducted from moneys owed to the vendor.
  - (xi) The foregoing liquidated damages are hereby agreed upon, fixed, and determined by the parties to this contract as damages which the Board of Elections will suffer by reason of the vendor's delay and default, and not as a penalty. The Board of Elections shall be entitled to deduct and retain the amount of such liquidated damages out of any monies which may be due or become due to the vendor under this contract.
  - (xii) If the vendor releases any of the minimum number of trucks without authorization by the Chief Clerk or Deputy Chief Clerk designee, Contract Manager or Chief Voting Machine Technician this will result in liquidated damages of \$500 per truck. The Board of Elections will deduct these damages from the amount due the vendor.
  - (xiii) Failure to return completed list of delivery and retrieval dates and times to the Board within 5 business day of receipt, than liquidated damages of \$500 per day late will be deducted from money owed.
  - (xiv) The completed list must be returned back to the Board within 5 business days of receipt. If the vendor fails to return the completed list of times and dates delivery and retrieval back to the Board within 5 business days, liquidated damages of \$500 per day late will be deducted from the money owed to the vendor.
- B. In the event the vendor, through its fault or negligence, shall damage any poll site and/or early voting system component, equipment and/or ADA equipment transported by it, and the Board of Elections obtains a written estimate for its repair by a person or firm engaged in the repair or replacement of poll site and/or early voting site system component, equipment and/or ADA equipment, the Board of Elections shall deduct and retain the amount of the estimate, bill, or receipt out of any monies, which may be due or become due to the vendor under this contract. Prior to obtaining such an estimate, the Board of



Elections shall apprise the vendor in writing of the fact that it damaged specified component(s) and that it may examine the item(s) at the borough voting machine facility.

- i. For a primary election, the Board of Elections shall notify the vendor of any damage no later than 20 business days following the return of the last poll site voting component, equipment and/or ADA equipment is in the voting machine facility. The vendor shall have 10 business days from the date of written notification to examine the damage. The 10 business days' time frame includes examination by employees of the vendor and/or the vendor's insurance representatives. After the 20-day interval has expired, the Board of Elections may proceed with the repair or replacement of the damaged component. The vendor will be liable for the cost of repairs and replacement for the poll site voting system component, equipment and/or ADA equipment.
- ii. In the event of a Run-off primary election in municipal election years and/or a judicial order requiring a Re-run primary, the provisions of the foregoing paragraph shall not apply.
- iii. In those instances, the Board shall make a reasonable effort to promptly compile and provide the vendor with the list of damaged components. The Board will also seek to provide the vendor with a time frame to inspect those machines.
- iv. If the Board cannot provide the vendor with the foregoing list or an opportunity to inspect, the Board will not make a claim for damaged machines and/or BMD in that instance only.
- v. For a general election, the Board of Elections shall notify the vendor of any damage no later than 30 business days following the return of the last poll site voting system component, equipment and/or ADA equipment to the voting machine facility. The vendor shall have 15 business days from the date of the notice to examine the damage. The 15-day time frame includes examination by employees of the vendor and/or vendor's insurance representatives. After the 30-day interval has expired, the Board of Elections may proceed with the repair and/or replacement of said damaged poll site voting system component, equipment and/or ADA equipment. The vendor will be liable for the cost of repairs and/or replacement of the poll site voting system component, equipment and/or ADA equipment.

## **TERMS OF PAYMENT**

1. The unit price for the delivery and retrieval of the poll site voting system components, election equipment and ADA equipment Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 on the Bid Sheet shall be inclusive of all employees of the vendor, including but not limited to, the driver, two

helpers on the truck and staff needed in the VMF. Any additional personnel assigned by the vendor will be at the vendor's expense unless authorized by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager in writing.

2. Once an award of a Class is made to a vendor, payments to the vendor by the Board of Elections shall be in the amounts set forth in the Bid Sheet submitted for that Class. However, in case of an emergency where poll site voting system components, equipment or ADA equipment cannot be delivered by Vendor in time to conduct an election, whether due to fault or no fault of the Vendor (i.e., litigation), the Board of Elections maintains the option of utilizing another vendor who is awarded a contract under this solicitation or another transportation contract solicitation.
3. If in the judgment of the Board of Elections the vendor is required to work overtime on Saturday, Sunday, or a holiday or beyond the normal workday (9:00 a.m. – 5:00 p.m.), except for the required preloading of trucks and/or otherwise provided for in this agreement, then the following the rate will be paid to the vendor in addition to the unit price for delivery and retrieval of poll-site and/or early voting system components, election equipment and ADA equipment: a) the standard work force (a truck with a driver and two helpers) at half the unit price of Item 12; b) additional employees authorized by the Board at half the unit price of Item 11. The vendor shall demonstrate to the satisfaction of the voting machine facility supervisor or designated personnel, the number of trucks used (standard work force) and the number of employees, in addition to providing written confirmation of the same. The vendor shall secure overtime written authorization for this overtime work from the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager, prior to payment.
4. Should overtime become necessary through any fault of the vendor, the vendor must perform such overtime at its own expense.
5. In the event the vendor is directed to report to a voting machine facility for the purpose of loading a truck with poll site and/or early voting system components, equipment or ADA equipment for delivery to polling places and upon reporting to the facility is requested to wait until the poll site and/or early voting system components, equipment or ADA equipment are released, the vendor shall be reimbursed for the exact amount of waiting time, as certified by the borough Chief Clerk or Deputy Chief Clerk in writing, at a rate equal to the Unit Price set forth on the vendor's Bid Sheet for Item 17 and 18. The vendor will only be paid waiting time

for the minimum number of trucks. No additional amounts shall be paid (or "reimbursed"), this includes any personnel located in the voting machine facility.

6. No payments will be made for work not actually performed or labor not actually furnished.
7. The Board of Elections will not process for payment any invoice without an invoice number.
8. An invoice submitted by a vendor for work, for which is authorization by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager, is required, pursuant to this contract, a copy of that written authorization shall be attached to the invoice.
9. Term of contract and the Unit Prices set forth in the Bid Sheet shall remain the same throughout the four-year period. Unit Prices will remain the same for the two-year renewal period.
10. The Board of Elections will not pay for travel time between the vendor's place of business or warehouse and a Board of Elections voting machine facility, office, or polling place, and vice-versa. The billing time for work performed under this contract at an hourly rate (Items 11 & 12) shall commence when the truck arrives and its driver checks in with Board of Elections designated personnel at the location.

## **EXTRA WORK**

### **A. Deliveries Within a Borough**

Deliveries of full truckloads of scanners between a borough voting machine facility and another voting machine facility within the same borough shall be at the Unit Price set forth in Item 20, per truckload for each one way trip to a destination point. The Board of Elections reserves the right to determine payment of services if Item 1a, (since this is a one-way delivery) is less than the truckload price.

Deliveries of full truckloads of BMD between a borough voting machine facility and another voting machine facility within the same borough shall be at the Unit Price set forth in Item 21, per truckload for each one way trip to a destination point. The Board of Elections reserves the right to determine payment of services if Item 2a, (since this is a one-way delivery) is less than the truckload price.

Deliveries of full truckloads of ED transportation containers between a borough voting machine facility and another voting machine facility within the same borough shall be at the Unit Price set forth in Item 22, per truckload for each one way trip to a destination point. The Board of Elections reserves the right to determine payment of services if Item 3a, (since this is a one-way delivery) is less than the truckload price.

Deliveries of full truckloads of ballot on demand stations between a borough voting machine facility and another voting machine facility within the same borough shall be at the Unit Price set forth in Item 28, per truckload for each one way trip to a destination point. The Board of Elections reserves the right to determine payment of services if Item 28 (since this is a one-way delivery) is less than the truckload price.

Deliveries of full truckloads of privacy booths (either regular or ADA) between a borough voting machine facility and another voting machine facility within the same borough shall be at the Unit Price set forth in Item 23, per truckload for each one way trip to a destination point. The Board of Elections reserves the right to determine payment of services if Item 4a, (since this is a one-way delivery) is less than the truckload price.

For all other election equipment, ADA equipment, election related activities, supplies and/or records payments, the Board of Elections reserves the right to select the lowest rate for the service. The Board of Elections will compare the hourly rate for an Additional Employee(s) (Item 11) and the hourly rate of an Additional Truck with one driver and two helpers (Item 12). The Board of Elections will select that method of payment that results in the lowest price. If the deliveries are to be made between a borough voting machine facility and a location or locations in the borough, the Board of Elections will select the vendor awarded a Class in the borough, whose Unit Prices, when applied to the entire job, result in the lowest cost, and such vendor must be willing to perform the work involved at the applicable Unit Prices.

**B. Deliveries to Another Borough**

The delivery of poll-site and/or early voting system components, election related equipment, supplies, election related activities and/or records from one borough location to another borough location shall be paid at the hourly rate set forth in Item 17 and/or Item 18 on the Bid Sheet.

For any work to be performed under this Section for deliveries made between a borough voting machine facility and a location or locations in another borough, the Board of

Elections shall select the vendor awarded a Class for either of the boroughs involved whose Unit Prices set forth on its Bid Sheet, when applied to the entire job, results in the lowest cost, and such vendor must be willing to perform the work involved at the Unit Prices set forth on his Bid Sheet for his awarded Class.

On occasion, the Board of Elections needs particular work to be performed under this contract. In selecting a vendor who has been awarded a contract under this solicitation, the Board of Elections will review the Unit Prices of the vendor(s) to determine which vendor(s) Unit Prices when applied to the entire job results in the lowest cost to the Board. If more than one of such vendor's Unit Prices, when applied to the entire job, result in the same cost, the Board of Elections shall select the vendor whose place of business is closest to the location where items being delivered must first be picked up (as the vehicle provided by the vendor would travel using public streets and highways).

## **AWARD**

### **A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this solicitation. Bids that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining bids based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that bidders make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with bidders submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial bids received, without discussions; therefore, the bidder's initial bid should contain its best information and price terms.

### **EVALUATION CRITERIA:**

- Price [ 60%]
- Experience [20% ]
- Equipment and staffing [20% ]
- TOTAL 100%

**Experience** should include but not be limited to the number of years the bidder is in business; whether the bidder has experience distributing from a single location to multiple locations within a short time frame; and the number of current contracts, if any, which obligate bidder to provide service. If the answer to the last section is yes, please provide the customer name(s) and service schedule(s).

**Equipment and Staffing** should include but not be limited to the number of full time staff and trucks the bidder has and whether the bidder has access to additional trucks and moving staff to meet the Board's needs. Please also outline what methods and supervisory staffing structure you would use to monitor loading, delivery and retrieval of Board equipment if awarded the contract.

**B. Basis for Contract Award**

A contract will be awarded to the responsible proposer whose bid is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this solicitation. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected bidder. The Board Intends to award one class per vendor under based on the best interest of the City. The Board reserves the right to award multiple classes to a vendor in the event of too few qualified bidders and the vendor is determined to be capable of handling more than one class.

**C. The bid specifications**

Contained herein are grouped into 9 classes. Each Class represents approximately half of a Borough except the Staten Island Class which is the entire Borough. Classes are broken down by geographical locations of poll site. The poll and/or early voting sites for each class are set forth in Exhibit 1. The Board reserves the right to add, delete or move polling places and/or early voting places within each class throughout the term of the contract. Each vendor who bids on a Class must be willing to perform all the work called for regardless of what borough the Class is located in, in the event it receives the award for that Class. In other words, bidders should not bid on a Class if they do not wish to perform work in that Class' borough. Bidders may bid on all Classes or on one or more Classes.

**COMPLETION OF BID SHEET**

When completing the Bid Sheet for a particular Class, the bidder must indicate the Unit Price and the Total Price for each Item. The Total Price for an Item equals the product of the Unit Price multiplied by the Estimated Quantity. Subtotal A must equal the sum of the amounts set forth on the Bid Sheet for the Total Prices for Items 1 through 19. Subtotal B must equal Subtotal A multiplied by 9, because this contract covers nine scheduled elections. Subtotal C must equal the sum of the amounts indicated in the Bid Sheet for the Total Prices for Items 20 through 24. The Total Bid for a Class is the sum of Subtotal B and Subtotal C.

1. The amounts indicated for Estimated Quantities are only estimates. The Board of Elections will not be held responsible for the amounts indicated. They may be higher or lower than the amounts actually used.
2. Items 1a shall indicate the Unit Price (per scanner) and Total Price for redelivery of scanner. The Unit Price for redelivery, which a bidder sets forth for Item 1a, must be one-half of the Unit Price for delivery, which it sets forth for Item 1. The same applies for Items 2 and 2a for the BMDs, Items 3 and 3a for the ED Transport Container, Items 4 and 4a for the Privacy Booths, Items 5 and 5a Scanner used in early voting, 6 and 6a BMDs used in early voting, 7 and 7a ED Transport Container used in early voting, 8 and 8a Ballot on Demand Stations used in early voting, 9 and 9a Privacy Booths used in early voting, 10 and 10a Stanchion used in early voting.
3. Item 11 shall indicate the Unit Price (per ENR bag) and Total Price for delivery of ENR bags to the Police Precinct as set forth in these Specifications.
4. Item 12 shall indicate the Unit Price (per table) and Total Price for delivery of tables to and from polling places as set forth in these Specifications.
5. Item 13 shall indicate the Unit Price (per chair) and Total Price for delivery of chairs to and from polling places as set forth in these Specifications.
6. Item 14 shall indicate the Unit Price (per truck load) and Total Price for the delivery and retrieval of ADA equipment. Each truck needs to hold equipment for up to 5 poll sites. Each location will require different equipment and different sizes of ramps, platform and level landing system. No additional payment for the retrieval of ADA equipment, unless authorized by Executive Management, Chief Clerk, Deputy Chief Clerk or the Contract Manager.
7. Item 15 shall indicate the Unit Price (per supply bag) and Total Price for delivery of supply bags to and from polling places as set forth in these Specifications.
8. Item 16 shall indicate the Unit Price (per box) and Total Price for delivery of boxes to and from polling places as set forth in these Specifications.
9. Item 17 shall indicate the Unit Price (per hour) and Total Price for use of an additional employee during regular business hours when authorized in writing by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager.

10. Item 18 shall indicate the Unit Price (per hour) and Total Price for one truck, a driver and two employees for deliveries of all other non-election related activities (see Extra Work) between a Board of Elections borough office or voting machine facility and a single point. For any transport under this Item, no additional employees are to be used together with a truck in excess of the standard driver and two employees per truck unless authorized in writing by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager. The truck utilized to perform the work under Item 18 shall have a cargo container portion, which is at least 21 feet long and 10 1/2 feet high. When bidding on this Item, do not set forth any breakdown between the use of a truck and use of a driver and two employees assigned to the truck; set forth an inclusive Unit Price. This will also be the hourly rate paid for waiting time as allowed in the Specifications.
11. Item 19 shall indicate the Unit Price (per truck) and Total Price for use of a zone truck, which is an emergency truck used on a standby basis on the day of an election, as ordered by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager. The truck shall arrive at the borough voting machine facility at 5:00 a.m. to load up with poll site and/or early voting system components, equipment, ADA equipment or supplies. After voting concludes at 9:00 p.m. all poll site voting system components, equipment and supplies remaining in the truck shall be returned to the borough voting machine facility that night or the next morning at the discretion of the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager. Three employees (including the driver) shall be assigned to the zone truck for the entire day. The zone truck will carry such emergency Election Day and/or early voting poll site voting system components, equipment, ADA equipment or supplies as specified by the Board. This Item shall include use of the truck, a driver and two helpers loading and unloading the poll site and/or early voting system components, equipment, ADA equipment and/or supplies, transport of the poll site voting system components, equipment, ADA equipment and/or supplies to any delivery points, and unloading and loading the poll site and/or early voting system components, equipment, ADA equipment and/or supplies in place as often as may be required by the Board of Elections. The vendor shall provide each zone truck with a means of direct communication between each zone truck and the Board of Elections. The vendor shall notify both the borough office and the Contract Manager at least seven days prior to an election of the communications system to be used on Election Day. If extra employees are ordered by the Board of Elections the vendor shall charge for them at a Unit Price set forth in the Bid Sheet for Additional Employees (Item 17), but such an order must be in writing, authorized by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager. The number of zone trucks to be used on a particular day of



- election and/or early voting period shall be as ordered in writing by the Executive Management, appropriate Chief Clerk or Deputy Chief Clerk or the Contract Manager. No additional payments shall be made because the truck is in motion prior to arrival at the borough warehouse or after returning remaining poll site and/or early voting system components, equipment, ADA equipment or supplies to the borough voting machine facility or for "overtime".
12. Pick-up of poll site voting system components, equipment and/or ADA equipment delivered on Election Day by a zone truck, when returned with other components shall be  $\frac{1}{2}$  the Unit Price for delivery to and from a poll site as indicated in Items 1, 2, 3 and 4 on the Bid Sheet. The zone truck may be used to correct any mis-delivered voting poll site voting system components, equipment or ADA equipment.
  13. Pick-up of early voting system components, equipment and/or ADA equipment delivered on during the early voting period by a zone truck, when returned with other components shall be  $\frac{1}{2}$  the Unit Price for delivery to and from an early voting location as indicated in Items 5, 6, 7 and 8 on the Bid Sheet. The zone truck may be used to correct any missed deliveries of the early voting system components, equipment or ADA equipment.
  14. Item 20 shall indicate the Unit Price (per bin) and Total Price for the week rental.
  15. Item 21 shall indicate the Unit Price (per commercial moving dolly) and Total Price for the week rental.
  16. Item 22 shall indicate the Unit Price (per table) and Total Price for delivery of tables to and from sites for local registration as set forth in these Specifications.
  17. Item 23 shall indicate the Unit Price (per chair) and Total Price for delivery of chairs to and from sites for local registration as set forth in these Specifications.
  18. Item 24 shall indicate the Unit Price (per bag) and Total Price for delivery of supply bags to and from sites for local registration as set forth in these Specifications.

### **EXTRA WORK**

#### **A. Miscellaneous Transport of Poll site and/or Early Voting System Components, Equipment and ADA Equipment.**

This contract shall also cover the transport of poll site and/or early voting system components, equipment, supplies, election related items and/or records related to the business of the Board of Elections even if not in connection with an election. This can include, but is not limited to, transport of poll site and/or early voting system components to schools, training sites, civic groups, media sites, or relocation of poll site and/or early voting system components, equipment, furniture, supplies and records from one location to another within the City of New York or the relocation of poll site and/or early voting system components, equipment, furniture, supplies and/or records within the same facility

1. Item 30, is the price per scanner for the delivery and retrieval of Scanner to Board of Elections training site and other locations funded by the Board of Elections. The delivery and retrieval shall occur during normal business hours at Board of Elections specified times. The Board of Elections will select the vendor whose unit price, in that borough is the lowest.
2. Item 31, is the price per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections. The delivery and retrieval shall occur during normal business hours at Board of Elections specified times. The Board of Elections will select the vendor whose unit price, in that borough is the lowest.
3. Item 32, is the price per ED transportation container for the delivery and retrieval of ED transportation container to Board of Elections training site and other locations as directed by the Board of Elections. The delivery and retrieval shall occur during normal business hours at Board of Elections specified times. The Board of Elections will select the vendor whose unit price, in that borough is the lowest.
4. Item 33, is the price per ballot on demand station for the delivery and retrieval of ballot on demand station to Board of Elections training site and other locations as directed by the Board of Elections. The delivery and retrieval shall occur during normal business hours at Board of Elections specified times. The Board of Elections will select the vendor whose unit price, in that borough is the lowest.
5. Item 34, is the price per privacy booth (either type regular or ADA) for the delivery and retrieval of privacy booth to Board of Elections training site and other locations as directed by the Board of Elections. The delivery and retrieval shall occur during normal business hours at Board of Elections specified times. The Board of Elections will select the vendor whose unit price, in that borough is the lowest.

6. Item 35, is the price per truck load (up to 5 locations) for the delivery and retrieval of ADA equipment to Board of Elections training site and other locations as directed by the Board of Elections. The delivery and retrieval shall occur during normal business hours or at Board of Elections specified times. The Board of Elections will select the vendor whose unit price is the lowest in that borough.

The Total Bid for the Class must be set forth, both in numerals and in words; in case of discrepancy between the amount in numerals and the amount in words, the Board of Elections will consider the bidder to have not bid on the particular Class. Where there has been a failure to set forth an amount for a Unit Price, a Total Price, a Subtotal, or the Total Bid on the Bid Sheet for a Class, where a mathematical error has been made in calculating a Total Price, Subtotal, or Total Bid, or where the Unit Price for Item 1a, 2a 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price for the preceding Item, the Board of Elections will consider the bidder to have not bid on the Class involved. When completing a Bid Sheet, be sure to complete all pages of the Bid Sheet. Alterations on a Bid Sheet must be initialed by the person signing the bid for the organization.

## **SHEET FOR CLASS 1: MANHATTAN WEST**

**Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.**

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

**Please check here if you are NOT bidding on this Class. [ ]**

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Manhattan West . . . . .	\$	Per Scanner	646	Scanners	\$
1a.	Redelivery of Scanners to poll site in Manhattan West . . . . .	\$	Per Scanner	50	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Manhattan West . . . . .	\$	Per BMD	216	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Manhattan West . . . . .	\$	Per BMD	20	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Manhattan West . . . . .	\$	Per Container	871	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Manhattan West . . . . .	\$	Per Container	50	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Manhattan West . . . . .	\$	Per Booth	2,835	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Manhattan West . . . . .	\$	Per Booth	300	Booths	\$
5.	Delivery of Scanners to and from early voting site in Manhattan West. . . . .	\$	Per Scanner	78	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Manhattan West. . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Manhattan West. . . . .	\$	Per BMD	63	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Manhattan West . . . . .	\$	Per BMD	8	BMDs	\$

7.	Delivery of ED Transportation container(s) to and from early voting site in Manhattan West . . . . .	\$	Per Container	63	Containers	\$	
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Manhattan West . . . . .	\$	Per Container	8	Containers	\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Manhattan West. . . . .	\$	Per Station	252	Stations	\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Manhattan West . . . . .	\$	Per Station	20	Stations	\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Manhattan West . . . . .	\$	Per Booth	174	Booths	\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Manhattan West . . . . .	\$	Per Booth	25	Booths	\$	
10.	Delivery of Stanchion(s) to and from early working site in Manhattan West. . . . .	\$	Per Stanchion	130	Stanchions	\$	
10a.	Redelivery of Stanchion(s) to early working site in Manhattan West . . . . .	\$	Per Stanchion	10	Stanchions	\$	
11.	Delivery of ENR Bags to Police Precinct in Manhattan West . . . . .	\$	Per Bag	10	Bags	\$	
12.	Delivery of a table to and from poll site in Manhattan . . . . .	\$	Per Table	1,500	Tables	\$	
13.	Delivery of a chair to and from poll site in Manhattan . . . . .	\$	Per Chair	6,018	Chairs	\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Manhattan West poll sites. . . . .	\$	Per Truck	50	Trucks	\$	
15.	Delivery of supply bags to and from poll site in Manhattan . . . . .	\$	Per Supply Bag	700	Supply bags	\$	
16.	Delivery of a box to and from poll site in Manhattan . . . . .	\$	Per Box	638	Boxes	\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$	
19.	Zone trucks (including driver and two helpers) on day of election for Manhattan West . . . . .	\$	Per Truck	11	Trucks	\$	
<b><u>SUBTOTAL A</u></b>		<b>(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .</b>					<b>\$</b>
<b><u>SUBTOTAL B</u></b>		<b>(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .</b>					<b>\$</b>
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	120	Bins	\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	120	Dollies	\$	
22.	Delivery of tables to and from registration site in Manhattan West . . . . .	\$	Per Table	157	Tables	\$	
23.	Delivery of chairs to and from registration site in Manhattan West . . . . .	\$	Per Chair	628	Chairs	\$	
24.	Delivery of supply bags to and from registration site in Manhattan West . . . . .	\$	Per Supply Bag	157	Supply Bags	\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 2: MANHATTAN EAST**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Manhattan East . . . . .	\$	Per Scanner	515	Scanners	\$
1a.	Redelivery of Scanners to poll site in Manhattan East . . . . .	\$	Per Scanner	40	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Manhattan East . . . . .	\$	Per BMD	173	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Manhattan East . . . . .	\$	Per BMD	15	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Manhattan East . . . . .	\$	Per Container	708	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Manhattan East . . . . .	\$	Per Container	50	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Manhattan East . . . . .	\$	Per Booth	2,321	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Manhattan East . . . . .	\$	Per Booth	150	Booths	\$
5.	Delivery of Scanners to and from early voting site in Manhattan East . . . . .	\$	Per Scanner	78	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Manhattan East . . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Manhattan East . . . . .	\$	Per BMD	63	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Manhattan East . . . . .	\$	Per BMD	8	BMDs	\$

7.	Delivery of ED Transportation container(s) to and from early voting site in Manhattan East . . . . .	\$	Per Container	63	Containers	\$
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Manhattan East . . . . .	\$	Per Container	8	Containers	\$
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Manhattan East.	\$	Per Station	252	Stations	\$
8a.	Redelivery of Ballot on Demand(s) to poll site in Manhattan East . . . . .	\$	Per Station	20	Stations	\$
9.	Delivery of Privacy Booth(s) to and from early voting site in Manhattan East	\$	Per Booth	174	Booths	\$
9a.	Redelivery of Privacy Booth(s) to early voting site in Manhattan East . . . . .	\$	Per Booth	25	Booths	\$
10.	Delivery of Stanchion(s) to and from early working site in Manhattan East . . .	\$	Per Stanchion	130	Stanchions	\$
10a.	Redelivery of Stanchion(s) to early working site in Manhattan East . . . . .	\$	Per Stanchion	10	Stanchions	\$
11.	Delivery of ENR Bags to Police Precinct in Manhattan East . . . . .	\$	Per Bag	10	Bags	\$
12.	Delivery of a table to and from poll site in Manhattan . . . . .	\$	Per Table	1,200	Tables	\$
13.	Delivery of a chair to and from poll site in Manhattan . . . . .	\$	Per Chair	5,100	Chairs	\$
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Manhattan East poll sites. . . . .	\$	Per Truck	20	Trucks	\$
15.	Delivery of supply bags to and from poll site in Manhattan . . . . .	\$	Per Supply Bag	600	Supply bags	\$
16.	Delivery of a box to and from poll site in Manhattan . . . . .	\$	Per Box	600	Boxes	\$
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$
19.	Zone trucks (including driver and two helpers) on day of election for Manhattan East . . . . .	\$	Per Truck	11	Trucks	\$
<b><u>SUBTOTAL A</u></b>		(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . . \$				
<b><u>SUBTOTAL B</u></b>		(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . . \$				
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	120	Bins	\$
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	120	Dollies	\$
22.	Delivery of tables to and from registration site in Manhattan East . . . .	\$	Per Table	157	Tables	\$
23.	Delivery of chairs to and from registration site in Manhattan East . . . .	\$	Per Chair	628	Chairs	\$
24.	Delivery of supply bags to and from registration site in Manhattan East . . . .	\$	Per Supply Bag	157	Supply Bags	\$



<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 3: BRONX WEST**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Bronx West . . . . .	\$	Per Scanner	400	Scanners	\$
1a.	Redelivery of Scanners to poll site in Bronx West . . . . .	\$	Per Scanner	20	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Bronx West . . . . .	\$	Per BMD	138	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Bronx West . . . . .	\$	Per BMD	15	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Bronx West . . . . .	\$	Per Container	605	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Bronx West . .	\$	Per Container	35	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Bronx West . . . . .	\$	Per Booth	1,831	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Bronx West . . . . .	\$	Per Booth	120	Booths	\$
5.	Delivery of Scanners to and from early voting site in Bronx West . . . . .	\$	Per Scanner	54	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Bronx West . . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Bronx West . . . . .	\$	Per BMD	43	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Bronx West . . . . .	\$	Per BMD	8	BMDs	\$
7.	Delivery of ED Transportation	\$	Per Container	43	Containers	\$

	container(s) to and from early voting site in Bronx West . . . . .						
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Bronx West . . . . .	\$	Per Container	8	Containers	\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Bronx West. . . . .	\$	Per Station	172	Stations	\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Bronx West . . . . .	\$	Per Station	15	Stations	\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Bronx West . . . . .	\$	Per Booth	120	Booths	\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Bronx West . . . . .	\$	Per Booth	20	Booths	\$	
10.	Delivery of Stanchion(s) to and from early working site in Bronx West. . . . .	\$	Per Stanchion	88	Stanchions	\$	
10a.	Redelivery of Stanchion(s) to early working site in Bronx West . . . . .	\$	Per Stanchion	8	Stanchions	\$	
11.	Delivery of ENR Bags to Police Precinct in Bronx West . . . . .	\$	Per Bag	10	Bags	\$	
12.	Delivery of a table to and from poll site in Bronx . . . . .	\$	Per Table	1,000	Tables	\$	
13.	Delivery of a chair to and from poll site in Bronx . . . . .	\$	Per Chair	4,435	Chairs	\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Bronx West poll sites . . . . .	\$	Per Truck	15	Trucks	\$	
15.	Delivery of supply bags to and from poll site in Bronx . . . . .	\$	Per Supply Bag	509	Supply bags	\$	
16.	Delivery of a box to and from poll site in Bronx . . . . .	\$	Per Box	509	Boxes	\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$	
19.	Zone trucks (including driver and two helpers) on day of election for Bronx West . . . . .	\$	Per Truck	11	Trucks	\$	
<b><u>SUBTOTAL A</u></b>		(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .					\$
<b><u>SUBTOTAL B</u></b>		(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .					\$
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	100	Bins	\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	100	Dollies	\$	
22.	Delivery of tables to and from registration site in Bronx West . . . . .	\$	Per Table	157	Tables	\$	
23.	Delivery of chairs to and from registration site in Bronx West . . . . .	\$	Per Chair	628	Chairs	\$	
24.	Delivery of supply bags to and from registration site in Bronx West . . . . .	\$	Per Supply Bag	157	Supply Bags	\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 4: BRONX EAST**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Bronx East . . . . .	\$	Per Scanner	423	Scanners	\$
1a.	Redelivery of Scanners to poll site in Bronx East . . . . .	\$	Per Scanner	20	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Bronx East . . . . .	\$	Per BMD	134	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Bronx East . . . . .	\$	Per BMD	15	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Bronx East . . . . .	\$	Per Container	598	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Bronx East . .	\$	Per Container	30	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Bronx East . . . . .	\$	Per Booth	1,980	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Bronx East . . . . .	\$	Per Booth	100	Booths	\$
5.	Delivery of Scanners to and from early voting site in Bronx East. . . . .	\$	Per Scanner	54	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Bronx East. . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Bronx East . . . . .	\$	Per BMD	43	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Bronx East . . . . .	\$	Per BMD	8	BMDs	\$
7.	Delivery of ED Transportation	\$	Per Container	43	Containers	\$

	container(s) to and from early voting site in Bronx East . . . . .							
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Bronx East . . . . .	\$	Per Container	8	Containers	\$		
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Bronx East. . . . .	\$	Per Station	172	Stations	\$		
8a.	Redelivery of Ballot on Demand(s) to poll site in Bronx East . . . . .	\$	Per Station	15	Stations	\$		
9.	Delivery of Privacy Booth(s) to and from early voting site in Bronx East . . . . .	\$	Per Booth	120	Booths	\$		
9a.	Redelivery of Privacy Booth(s) to early voting site in Bronx East . . . . .	\$	Per Booth	20	Booths	\$		
10.	Delivery of Stanchion(s) to and from early working site in Bronx East. . . . .	\$	Per Stanchion	88	Stanchions	\$		
10a.	Redelivery of Stanchion(s) to early working site in Bronx East . . . . .	\$	Per Stanchion	8	Stanchions	\$		
11.	Delivery of ENR Bags to Police Precinct in Bronx East . . . . .	\$	Per Bag	10	Bags	\$		
12.	Delivery of a table to and from poll site in Bronx . . . . .	\$	Per Table	1,200	Tables	\$		
13.	Delivery of a chair to and from poll site in Bronx . . . . .	\$	Per Chair	4,500	Chairs	\$		
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Bronx East poll sites . . . . .	\$	Per Truck	15	Trucks	\$		
15.	Delivery of supply bags to and from poll site in Bronx . . . . .	\$	Per Supply Bag	509	Supply bags	\$		
16.	Delivery of a box to and from poll site in Bronx . . . . .	\$	Per Box	509	Boxes	\$		
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$		
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$		
19.	Zone trucks (including driver and two helpers) on day of election for Bronx East . . . . .	\$	Per Truck	11	Trucks	\$		
<b><u>SUBTOTAL A</u></b>		<b>(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .</b>						<b>\$</b>
<b><u>SUBTOTAL B</u></b>		<b>(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .</b>						<b>\$</b>
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	100	Bins	\$		
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	100	Dollies	\$		
22.	Delivery of tables to and from registration site in Bronx East . . . . .	\$	Per Table	157	Tables	\$		
23.	Delivery of chairs to and from registration site in Bronx East . . . . .	\$	Per Chair	628	Chairs	\$		
24.	Delivery of supply bags to and from registration site in Bronx East . . . . .	\$	Per Supply Bag	157	Supply Bags	\$		

<b>SUBTOTAL C</b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b>TOTAL BID</b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b>TOTAL BID SET FORTH IN WORDS:</b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 5: BROOKLYN NORTH**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Brooklyn North . . . . .	\$	Per Scanner	865	Scanners	\$
1a.	Redelivery of Scanners to poll site in Brooklyn North. . . . .	\$	Per Scanner	39	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Brooklyn North. . . . .	\$	Per BMD	290	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Brooklyn North. . . . .	\$	Per BMD	30	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Brooklyn North. . . . .	\$	Per Container	1,105	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Brooklyn North. . . . .	\$	Per Container	30	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Brooklyn North . . . . .	\$	Per Booth	4,001	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Brooklyn North. . . . .	\$	Per Booth	200	Booths	\$
5.	Delivery of Scanners to and from early voting site in Brooklyn North . . . . .	\$	Per Scanner	107	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Brooklyn North. . . . .	\$	Per Scanner	15	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Brooklyn North . . . . .	\$	Per BMD	85	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Brooklyn North. . . . .	\$	Per BMD	10	BMDs	\$



7.	Delivery of ED Transportation container(s) to and from early voting site in Brooklyn North . . . . .	\$	Per Container	85	Containers	\$	
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Brooklyn North . . . . .	\$	Per Container	10	Containers	\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Brooklyn North. . . . .	\$	Per Station	340	Stations	\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Brooklyn North . . . . .	\$	Per Station	30	Stations	\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Brooklyn North . . . . .	\$	Per Booth	236	Booths	\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Brooklyn North . . . . .	\$	Per Booth	30	Booths	\$	
10.	Delivery of Stanchion(s) to and from early working site in Brooklyn North . . .	\$	Per Stanchion	172	Stanchions	\$	
10a.	Redelivery of Stanchion(s) to early working site in Brooklyn North. . . . .	\$	Per Stanchion	15	Stanchions	\$	
11.	Delivery of ENR Bags to Police Precinct in Brooklyn North . . . . .	\$	Per Bag	20	Bags	\$	
12.	Delivery of a table to and from poll site in Brooklyn. . . . .	\$	Per Table	2,200	Tables	\$	
13.	Delivery of a chair to and from poll site in Brooklyn . . . . .	\$	Per Chair	9,500	Chairs	\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Brooklyn North poll sites . . . . .	\$	Per Truck	50	Trucks	\$	
15.	Delivery of supply bags to and from poll site in Brooklyn . . . . .	\$	Per Supply Bag	1,029	Supply bags	\$	
16.	Delivery of a box to and from poll site in Brooklyn . . . . .	\$	Per Box	1,029	Boxes	\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$	
19.	Zone trucks (including driver and two helpers) on day of election for Brooklyn North . . . . .	\$	Per Truck	11	Trucks	\$	
<b><u>SUBTOTAL A</u></b>		(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .					\$
<b><u>SUBTOTAL B</u></b>		(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .					\$
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	250	Bins	\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	250	Dollies	\$	
22.	Delivery of tables to and from registration site in Brooklyn North. . . . .	\$	Per Table	157	Tables	\$	
23.	Delivery of chairs to and from registration site in Brooklyn North . . . . .	\$	Per Chair	628	Chairs	\$	
24.	Delivery of supply bags to and from registration site in Brooklyn North . . . . .	\$	Per Supply Bag	157	Supply Bags	\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 6: BROOKLYN SOUTH**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Brooklyn South . . . . .	\$	Per Scanner	851	Scanners	\$
1a.	Redelivery of Scanners to poll site in Brooklyn South. . . . .	\$	Per Scanner	35	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Brooklyn South. . . . .	\$	Per BMD	283	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Brooklyn South. . . . .	\$	Per BMD	25	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Brooklyn South. . . . .	\$	Per Container	1,174	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Brooklyn South. . . . .	\$	Per Container	30	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Brooklyn South . . . . .	\$	Per Booth	3,895	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Brooklyn South. . . . .	\$	Per Booth	200	Booths	\$
5.	Delivery of Scanners to and from early voting site in Brooklyn South . . . . .	\$	Per Scanner	107	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Brooklyn South. . . . .	\$	Per Scanner	15	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Brooklyn South . . . . .	\$	Per BMD	85	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Brooklyn South. . . . .	\$	Per BMD	10	BMDs	\$

7.	Delivery of ED Transportation container(s) to and from early voting site in Brooklyn South . . . . .	\$	Per Container	85	Containers	\$	
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Brooklyn South . . . . .	\$	Per Container	10	Containers	\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Brooklyn South. . . . .	\$	Per Station	340	Stations	\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Brooklyn South . . . . .	\$	Per Station	30	Stations	\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Brooklyn South . . . . .	\$	Per Booth	236	Booths	\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Brooklyn South . . . . .	\$	Per Booth	30	Booths	\$	
10.	Delivery of Stanchion(s) to and from early working site in Brooklyn South . . . . .	\$	Per Stanchion	172	Stanchions	\$	
10a.	Redelivery of Stanchion(s) to early working site in Brooklyn South. . . . .	\$	Per Stanchion	15	Stanchions	\$	
11.	Delivery of ENR Bags to Police Precinct in Brooklyn South . . . . .	\$	Per Bag	20	Bags	\$	
12.	Delivery of a table to and from poll site in Brooklyn. . . . .	\$	Per Table	2,500	Tables	\$	
13.	Delivery of a chair to and from poll site in Brooklyn . . . . .	\$	Per Chair		Chairs	\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Brooklyn South poll sites . . . . .	\$	Per Truck	9,235	Trucks	\$	
15.	Delivery of supply bags to and from poll site in Brooklyn . . . . .	\$	Per Supply Bag	1,029	Supply bags	\$	
16.	Delivery of a box to and from poll site in Brooklyn . . . . .	\$	Per Box	1,029	Boxes	\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$	
19.	Zone trucks (including driver and two helpers) on day of election for Brooklyn South . . . . .	\$	Per Truck	11	Trucks	\$	
<b><u>SUBTOTAL A</u></b>		(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .					\$
<b><u>SUBTOTAL B</u></b>		(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .					\$
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	250	Bins	\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	250	Dollies	\$	
22.	Delivery of tables to and from registration site in Brooklyn North. . . . .	\$	Per Table	157	Tables	\$	
23.	Delivery of chairs to and from registration site in Brooklyn North . . . . .	\$	Per Chair	628	Chairs	\$	
24.	Delivery of supply bags to and from registration site in Brooklyn North . . . . .	\$	Per Supply Bag	157	Supply Bags	\$	

<b>SUBTOTAL C</b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b>TOTAL BID</b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b>TOTAL BID SET FORTH IN WORDS:</b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## BID SHEET FOR CLASS 7: QUEENS NORTH

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### NOTE:

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

Item		Unit Price		Estimate Quantity		Total Price
1.	Delivery of Scanners to and from poll site in Queens North . . . . .	\$	Per Scanner	639	Scanners	\$
1a.	Redelivery of Scanners to poll site in Queens North. . . . .	\$	Per Scanner	25	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Queens North. . . . .	\$	Per BMD	179	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Queens North. . . . .	\$	Per BMD	20	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Queens North. . . . .	\$	Per Container	863	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Queens North. . . . .	\$	Per Container	25	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Queens North . . . . .	\$	Per Booth	2,979	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Queens North. . . . .	\$	Per Booth	200	Booths	\$
5.	Delivery of Scanners to and from early voting site in Queens North . . . . .	\$	Per Scanner	84	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Queens North. . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Queens North . . . . .	\$	Per BMD	67	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Queens North. . . . .	\$	Per BMD	8	BMDs	\$
7.	Delivery of ED Transportation container(s) to and from early voting site	\$	Per Container	67	Containers	\$

	in Queens North . . . . .						
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Queens North . . . . .	\$	Per Container	8	Containers	\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Queens North. . .	\$	Per Station	268	Stations	\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Queens North . . . . .	\$	Per Station	20	Stations	\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Queens North. .	\$	Per Booth	186	Booths	\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Queens North . . . . .	\$	Per Booth	25	Booths	\$	
10.	Delivery of Stanchion(s) to and from early working site in Queens North . . . .	\$	Per Stanchion	136	Stanchions	\$	
10a.	Redelivery of Stanchion(s) to early working site in Queens North. . . . .	\$	Per Stanchion	10	Stanchions	\$	
11.	Delivery of ENR Bags to Police Precinct in Queens North . . . . .	\$	Per Bag	10	Bags	\$	
12.	Delivery of a table to and from poll site in Queens. . . . .	\$	Per Table	1,400	Tables	\$	
13.	Delivery of a chair to and from poll site in Queens . . . . .	\$	Per Chair	6,600	Chairs	\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Queens North poll sites . . . . .	\$	Per Truck	5	Trucks	\$	
15.	Delivery of supply bags to and from poll site in Queens . . . . .	\$	Per Supply Bag	700	Supply bags	\$	
16.	Delivery of a box to and from poll site in Queens . . . . .	\$	Per Box	1,029	Boxes	\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours	\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours	\$	
19.	Zone trucks (including driver and two helpers) on day of election for Queens North . . . . .	\$	Per Truck	11	Trucks	\$	
<b><u>SUBTOTAL A</u></b>		<b>(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .</b>					<b>\$</b>
<b><u>SUBTOTAL B</u></b>		<b>(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .</b>					<b>\$</b>
20.	Rental of Moving Bin (per week). . . . .	\$	Per Bin	200	Bins	\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	200	Dollies	\$	
22.	Delivery of tables to and from registration site in Queens North. . . . .	\$	Per Table	157	Tables	\$	
23.	Delivery of chairs to and from registration site in Queens North . . . . .	\$	Per Chair	628	Chairs	\$	
24.	Delivery of supply bags to and from registration site in Queens North . . . . .	\$	Per Supply Bag	157	Supply Bags	\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$



## **BID SHEET FOR CLASS 8: QUEENS SOUTH**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Queens South . . . . .	\$	Per Scanner	638	Scanners	\$
1a.	Redelivery of Scanners to poll site in Queens South. . . . .	\$	Per Scanner	25	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Queens South. . . . .	\$	Per BMD	185	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Queens South. . . . .	\$	Per BMD	15	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Queens South. . . . .	\$	Per Container	830	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Queens South. . . . .	\$	Per Container	30	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Queens South . . . . .	\$	Per Booth	2,929	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Queens South. . . . .	\$	Per Booth	200	Booths	\$
5.	Delivery of Scanners to and from early voting site in Queens South . . . . .	\$	Per Scanner	84	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Queens South. . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Queens South . . . . .	\$	Per BMD	67	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Queens South. . . . .	\$	Per BMD	8	BMDs	\$
7.	Delivery of ED Transportation	\$	Per Container	67	Containers	\$

	container(s) to and from early voting site in Queens South . . . . .							
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Queens South . . . . .	\$	Per Container	8	Containers		\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Queens South. . .	\$	Per Station	268	Stations		\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Queens South . . . . .	\$	Per Station	20	Stations		\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Queens South. .	\$	Per Booth	186	Booths		\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Queens South . . . . .	\$	Per Booth	25	Booths		\$	
10.	Delivery of Stanchion(s) to and from early working site in Queens South . . . .	\$	Per Stanchion	136	Stanchions		\$	
10a.	Redelivery of Stanchion(s) to early working site in Queens South. . . . .	\$	Per Stanchion	10	Stanchions		\$	
11.	Delivery of ENR Bags to Police Precinct in Queens South . . . . .	\$	Per Bag	10	Bags		\$	
12.	Delivery of a table to and from poll site in Queens. . . . .	\$	Per Table	1,300	Tables		\$	
13.	Delivery of a chair to and from poll site in Queens . . . . .	\$	Per Chair	6,800	Chairs		\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Queens South poll sites . . . . .	\$	Per Truck	5	Trucks		\$	
15.	Delivery of supply bags to and from poll site in Queens . . . . .	\$	Per Supply Bag	700	Supply bags		\$	
16.	Delivery of a box to and from poll site in Queens . . . . .	\$	Per Box	700	Boxes		\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours		\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours		\$	
19.	Zone trucks (including driver and two helpers) on day of election for Queens South . . . . .	\$	Per Truck	11	Trucks		\$	
<b><u>SUBTOTAL A</u></b>		<b>(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .</b>						<b>\$</b>
<b><u>SUBTOTAL B</u></b>		<b>(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .</b>						<b>\$</b>
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	200	Bins		\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	200	Dollies		\$	
22.	Delivery of tables to and from registration site in Queens South. . . . .	\$	Per Table	157	Tables		\$	
23.	Delivery of chairs to and from registration site in Queens South. . . . .	\$	Per Chair	628	Chairs		\$	
24.	Delivery of supply bags to and from registration site in Queens South . . . . .	\$	Per Supply Bag	157	Supply Bags		\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **BID SHEET FOR CLASS 9: STATEN ISLAND**

Contract for the Transport of Poll Site and Early Voting System Components, Equipment, Supplies, Records and all moving activities from March 1, 2021 through December 31, 2024.

### **NOTE:**

You may bid on one or more Classes. See elsewhere herein in Part II of the Invitation for Bids for how Classes will be awarded and for explanations of each Item. Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19 are in connection with an election or the Board of Elections' general work. Items 22, 23 and 24 are in connection with local registration. Items 20 and 21 are in connection with supplies. Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a or Item 18, 19, 25, 26, 27, 28 and 29 may also be used to relocate poll site voting system components. If you are bidding on this Class, you **must** set forth an amount for each Unit Price, Total Price, and Subtotal, and for the Total Bid. The Total Bid **must** be set forth **both** in numerals and in words. Please note that Items 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are not being considered in the award.

The Board of Elections will consider a bidder to have not bid on a Class where:

1. The Bid Sheet for that Class lacks an amount for Unit Price, Total Price, Subtotal, a Total Bid,
2. A mathematical error has been made on the Bid Sheet for that Class in calculating a Total Price, Subtotal, or Total Bid,
3. A Unit Price on the Bid Sheet for that Class for Items 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a and 10a is not equal to one-half of the Unit Price of the preceding Item, or
4. There is a discrepancy between the amount in numerals and the amount in words for the Total Bid on the Bid Sheet for that Class.

Remember to complete **all pages** of this Bid Sheet if you are bidding on this Class. Make sure your numbers are legible.

Please check here if you are **NOT** bidding on this Class. [ ]

<b><u>Item</u></b>		<b><u>Unit Price</u></b>		<b><u>Estimate Quantity</u></b>		<b><u>Total Price</u></b>
1.	Delivery of Scanners to and from poll site in Staten Island . . . . .	\$	Per Scanner	348	Scanners	\$
1a.	Redelivery of Scanners to poll site in Staten Island. . . . .	\$	Per Scanner	25	Scanners	\$
2.	Delivery of BMD(s) to and from poll site in Staten Island. . . . .	\$	Per BMD	113	BMDs	\$
2a.	Redelivery of BMD(s) to poll site in Staten Island. . . . .	\$	Per BMD	15	BMDs	\$
3.	Delivery of ED Transportation container(s) to and from poll site in Staten Island. . . . .	\$	Per Container	403	Containers	\$
3a.	Redelivery of ED Transportation container(s) to poll site in Staten Island. . . . .	\$	Per Container	30	Containers	\$
4.	Delivery of Privacy Booth(s) to and from poll site in Staten Island . . . . .	\$	Per Booth	1,580	Booths	\$
4a.	Redelivery of Privacy Booth(s) to poll site in Staten Island. . . . .	\$	Per Booth	100	Booths	\$
5.	Delivery of Scanners to and from early voting site in Staten Island . . . . .	\$	Per Scanner	43	Scanners	\$
5a.	Redelivery of Scanners to early voting site in Staten Island. . . . .	\$	Per Scanner	10	Scanners	\$
6.	Delivery of BMD(s) to and from early voting site in Staten Island. . . . .	\$	Per BMD	34	BMDs	\$
6a.	Redelivery of BMD(s) to early voting site in Staten Island. . . . .	\$	Per BMD	6	BMDs	\$
7.	Delivery of ED Transportation	\$	Per Container	34	Containers	\$

	container(s) to and from early voting site in Staten Island . . . . .							
7a.	Redelivery of ED Transportation container(s) to early voting poll site in Staten Island . . . . .	\$	Per Container	6	Containers		\$	
8.	Delivery of Ballot on Demand Station(s) to and from poll site in Staten Island. . .	\$	Per Station	136	Stations		\$	
8a.	Redelivery of Ballot on Demand(s) to poll site in Staten Island. . . . .	\$	Per Station	15	Stations		\$	
9.	Delivery of Privacy Booth(s) to and from early voting site in Staten Island. .	\$	Per Booth	94	Booths		\$	
9a.	Redelivery of Privacy Booth(s) to early voting site in Staten Island. . . . .	\$	Per Booth	15	Booths		\$	
10.	Delivery of Stanchion(s) to and from early working site in Staten Island . . . .	\$	Per Stanchion	68	Stanchions		\$	
10a.	Redelivery of Stanchion(s) to early working site in Staten Island. . . . .	\$	Per Stanchion	10	Stanchions		\$	
11.	Delivery of ENR Bags to Police Precinct in Staten Island . . . . .	\$	Per Bag	8	Bags		\$	
12.	Delivery of a table to and from poll site in Staten Island. . . . .	\$	Per Table	800	Tables		\$	
13.	Delivery of a chair to and from poll site in Staten Island . . . . .	\$	Per Chair		Chairs		\$	
14.	Delivery of a truck load of ADA equipment (up to 5 poll sites) in Staten Island poll sites . . . . .	\$	Per Truck	2,600	Trucks		\$	
15.	Delivery of supply bags to and from poll site in Staten Island . . . . .	\$	Per Supply Bag	500	Supply bags		\$	
16.	Delivery of a box to and from poll site in Staten Island. . . . .	\$	Per Box	600	Boxes		\$	
17.	Additional employee (regular business hour) . . . . .	\$	Per Hour	1,500	Hours		\$	
18.	Additional truck with one driver and two helpers (regular business hour). . . . .	\$	Per Hour	1,500	Hours		\$	
19.	Zone trucks (including driver and two helpers) on day of election for Staten Island . . . . .	\$	Per Truck	11	Trucks		\$	
<b><u>SUBTOTAL A</u></b>		<b>(Add the amount set forth for Total Price for Items 1, 1a, 2, 2a, 3, 3a, 4, 4a, 5, 5a,6,6a, 7,7a, 8, 8a, 9, 9a, 10, 10a, 11, 12, 13, 14, 15, 16, 17, 18 and 19) . . . . .</b>						<b>\$</b>
<b><u>SUBTOTAL B</u></b>		<b>(Multiply Subtotal A by 9, because this contract covers Nine scheduled elections) . . . . .</b>						<b>\$</b>
20.	Rental of Moving Bin (per week) . . . . .	\$	Per Bin	200	Bins		\$	
21.	Rental of Commercial Moving Dolly (per week). . . . .	\$	Per Dolly	200	Dollies		\$	
22.	Delivery of tables to and from registration site in Queens South. . . . .	\$	Per Table	157	Tables		\$	
23.	Delivery of chairs to and from registration site in Queens South. . . . .	\$	Per Chair	628	Chairs		\$	
24.	Delivery of supply bags to and from registration site in Queens South . . . . .	\$	Per Supply Bag	157	Supply Bags		\$	

<b><u>SUBTOTAL C</u></b>		(Add the amount set forth for Total Price for Items 20, 21, 22, 23 and 24) .....\$					
<b><u>TOTAL BID</u></b>		(Add SUBTOTAL B and SUBTOTAL C) .....\$					
<b><u>TOTAL BID SET FORTH IN WORDS:</u></b>							
25.	Delivery of a truckload of Scanners from a voting machine facility to a site within the city for one direction .....						\$
26.	Delivery of a truckload of BMDs from a voting machine facility to a site within the city for one direction .....						\$
27.	Delivery of a truckload of ED transportation containers from a voting machine facility to a site within the city for one direction .....						\$
28.	Delivery of a truckload of Ballot on Demand Stations from a voting machine facility to a site within the city for one direction .....						\$
29.	Delivery of a truckload of Privacy Booths from a voting machine facility to a site within the city for one direction .....						\$
30.	Per Scanner for the delivery and retrieval of a Scanner to Board of Elections training site and other locations funded by the Board of Elections .....						\$
31.	Per BMD for the delivery and retrieval of BMD to Board of Elections training site and other locations funded by the Board of Elections .....						\$
32.	Per ED Transportation container for the delivery and retrieval of ED Transportation Container to Board of Elections training site and other locations funded by the Board of Elections .....						\$
33.	Per Ballot on Demand Stations for the delivery and retrieval of a Ballot on Demand Stations to Board of Elections training site and other locations funded by the Board of Elections .....						\$
34.	Per Privacy Booth for the delivery and retrieval of Privacy Booth to Board of Elections training site and other locations funded by the Board of Elections .....						\$
35.	Per Truck load of ADA equipment for the delivery and retrieval to the Board of Elections training site and other locations funded by the Board of Elections. ....						\$

## **APPENDIX A**

### **GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN, AND CLIENT SERVICES**

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## ARTICLE 1 - DEFINITIONS

### Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Agency Chief Contracting Officer” or “ACCO” means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” means the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. “City” means the City of New York.

D. “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.

E. “Commissioner” or “Agency Head” means the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

F. “Comptroller” means the Comptroller of the City of New York.

G. “Contractor” means the entity entering into this Agreement with the City.

H. “Days” means calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” means the City agency or office through which the City has entered into this Agreement.

J. “Law” or “Laws” means the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “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 that have broad application throughout the City.

L. “PPB Rules” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 *et seq.*

M. “SBS” means the New York City Department of Small Business Services.

N. “BOE” means the Board of Elections of the City of New York.

O. “State” means the State of New York.

## **ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES**

### **Section 2.01 Procurement of Agreement**

A. The Contractor represents and warrants that, with respect to securing or soliciting this Agreement, the Contractor is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq.*). The Contractor makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement 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 Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

### **Section 2.02 Conflicts of Interest**

A. 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 Agreement. 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 Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. 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 Agreement 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 Agreement. This Section 2.02(B) shall not prevent

directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. 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.

### Section 2.03 Certification Relating to Fair Practices

A. 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:

1. The prices and other material terms set forth in this Agreement 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;

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 Agreement that have been quoted in this Agreement 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

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.

B. 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 2.03.

### Section 2.04 Disclosures Relating to Vendor Responsibility

The Contractor represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The Contractor acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Contractor represents and warrants that the information it and its principals have provided is accurate and complete.

## **Section 2.05 Disclosure Relating to Bankruptcy and Reorganization**

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven days of filing.

## **Section 2.06 Authority to Execute Agreement**

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

# **ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING**

## **Section 3.01 Assignment**

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, 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 Agreement, 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.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, 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 Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. 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 Agreement, 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 Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section 3.01 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.

E. This Agreement 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.

### **Section 3.02 Subcontracting**

A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. *Approval when subcontract is \$20,000 or less.* The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City's Payee Information Portal ([www.nyc.gov/pip](http://www.nyc.gov/pip)).

2. *Approval when subcontract is greater than \$20,000.*

a. **The Contractor shall not enter into any subcontract for an amount greater than \$20,000.00 without the prior approval by the Department of the subcontractor.**

b. Prior to entering into any subcontract for an amount greater than \$20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7. In addition, the Contractor shall list the proposed subcontractor in the City's Payee Information Portal ([www.nyc.gov/pip](http://www.nyc.gov/pip)) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor's industry.<sup>1</sup>

c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

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<sup>1</sup> Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed \$25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department 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.

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



E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 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 Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

H. The Contractor shall report in the City's Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

## **ARTICLE 4 - LABOR PROVISIONS**

### **Section 4.01 Independent Contractor Status**

The Contractor and the City agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the City, that differs from or is inconsistent with that of an independent contractor.

### **Section 4.02 Employees and Subcontractors**

All persons who are employed by the Contractor and all the Contractor's subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement 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 the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

#### **Section 4.03 Removal of Individuals Performing Work**

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five Days' written notice. The Commissioner may direct the Contractor to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

#### **Section 4.04 Minimum Wage; Living Wage**

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement 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 4.04 shall be deemed a material breach of this Agreement.

**B. If this Agreement involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in Admin. Code § 6-109 (“Section 6-109”), in accordance with Section 6-109, the Contractor agrees as follows:**

1. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than \$1,000,000.00, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than \$750,000.00, checks issued by a subcontractor to covered employees shall be generated

by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

5. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

6. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements, and health benefits required by Section 6-109. No work may be performed by a subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the subcontractor.

**7. Each year throughout the term of the Agreement and whenever requesting the Department's approval of a subcontractor, the Contractor shall submit to the Department an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.**

**8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the**

**Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.**

#### **Section 4.05 Non-Discrimination in Employment**

A. General Prohibition. To the extent required by law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. N.Y. Labor Law § 220-e. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

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

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 4.05.

The provisions of this Section 4.05(B) shall be limited to operations performed within the territorial limits of the State of New York.

C. Admin. Code § 6-108. If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by Admin. Code § 6-108, that:

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

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in Section 4.05(C)(1) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section 4.05(C) shall, upon conviction thereof, be punished by a fine of not more than \$100.00 or by imprisonment for not more than 30 Days, or both.

D. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY §§ 10-01 *et seq.* No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

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

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

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

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services ("DLS"); and

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

2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

a. Disapproval of the Contractor; and/or

b. Suspension or termination of the Agreement; and/or

c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.

3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of \$100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).

5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).

6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

## Section 4.06 Paid Sick Leave Law

### A. *Introduction and General Provisions.*

1. 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.<sup>2</sup> Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. 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”).

3. The Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this Agreement. The Contractor further acknowledges that such compliance is a material term of this

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<sup>2</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.



Agreement and that failure to comply with the PSLL in performance of this Agreement may result in its termination.

4. The Contractor must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. Additionally, the 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.

5. The PSLL is summarized below for the convenience of the Contractor. The Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://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 the Contractor can get more information about how to comply with the PSLL. The Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

*B. Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.*

1. 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 be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

2. 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 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 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.

3. An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, 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;

c. closure of such employee's place of business by order of a public official due to a public health emergency; or

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

4. 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 PSL. 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 PSL must be treated by the employer as confidential.

5. 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.

6. 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.

C. *Exemptions and Exceptions.* Notwithstanding the above, the PSL does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSL are expressly waived in such collective bargaining agreement;

4. 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 PSL for such employee;

5. 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;

6. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

7. 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

8. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *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 PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSLL. 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>.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

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

G. *Enforcement and Penalties.*

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

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, 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 PSLC civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the PSLC 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 PSLC 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 PSLC may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule, or regulation.

#### **Section 4.07 Whistleblower Protection Expansion Act**

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of this Section 4.07, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

3. Contractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

4. For the purposes of this Section 4.07, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

5. This Section 4.07 is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, Contractor shall include this Section 4.07 in all subcontracts with a value in excess of \$100,000.00.

B. Section 4.07 is not applicable to this Agreement if it is valued at \$100,000.00 or less. Sections 4.07(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Section 4.07(A)(3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

## **ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS**

### **Section 5.01 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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

### **Section 5.02 Retention of Records**

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and

other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. 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, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

### **Section 5.03 Inspection**

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State, 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, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

### **Section 5.04 Audit**

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, 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, the Department, and the Department'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.

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

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

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

#### **Section 5.05 No Removal of Records from Premises**

Where performance of this Agreement 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 items or material (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 the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

#### **Section 5.06 Electronic Records**

As used in this Appendix A, the terms "books," "records," "documents," and "other evidence" refer to electronic versions as well as hard copy versions.

#### **Section 5.07 Investigations Clause**

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State 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.

B.

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;

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 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;

C.

6. 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.

7. 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 Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

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

1. The disqualification for a period not to exceed five 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

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.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

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.

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.

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

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 Paragraph D 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 Paragraph (C)(1) 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.

#### F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section 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.

3. The term "entity" as used in this Section 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.

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

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the 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.

### **Section 5.08 Confidentiality**

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. 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. 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 the Department. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise (“disclosure demand”), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. 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 Admin. 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 the Department 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 Agreement 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. The Department 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 Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. 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 Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, 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 Agreement at least 24 hours prior to any statement to the press or at least five 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 5.08.

E. At the request of the Department, the Contractor shall return to the Department 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 the Department 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 the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department 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 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

## **ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST**

### **Section 6.01 Copyrights and Ownership of Work Product**

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

## **Section 6.02 Patents and Inventions**

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a

determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

### **Section 6.03 Pre-existing Rights**

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

### **Section 6.04 Antitrust**

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

## **ARTICLE 7 - INSURANCE**

### **Section 7.01 Agreement to Insure**

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

### **Section 7.02 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance**

A. The Contractor shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement

B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers' Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers' Compensation Insurance*;
3. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;
6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
7. Form CE-200 – *Affidavit of Exemption*;
8. Other forms approved by the New York State Workers' Compensation Board; or
9. Other proof of insurance in a form acceptable to the City and BOE, including their respective officials and employees.

### **Section 7.03 Other Insurance**

A. *Commercial General Liability Insurance.* The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City and BOE, together with their respective officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial 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.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or

policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Crime Insurance.* If indicated in Schedule A, the Contractor shall maintain crime insurance during the term of the Agreement in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Contractor as named insured and shall list the City and BOE, as loss payee as its interests may appear.

E. *Cyber Liability Insurance.* If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the City and BOE, together with their respective officials and employees, as additional insured.

F. *Other Insurance.* The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

#### **Section 7.04 General Requirements for Insurance Coverage and Policies**

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;

2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City and BOE, including their respective officials and employees Law Department; and

3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

B. 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 and BOE are an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and BOE and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City and BOE, including their respective officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

#### **Section 7.05 Proof of Insurance**

A. For each policy required under Section 7.03 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City and BOE, including their respective officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City and BOE, including their respective officials and employees have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.



B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Contractor shall provide the City with a copy of any policy required under this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. 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 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in Section 14.04 and Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

#### **Section 7.06 Miscellaneous**

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the City and BOE. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the City and BOE be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York and BOE, including their respective officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: 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 and BOE, together with their respective officials and employees, and any other entity listed as an additional insured on Schedule A 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 and BOE, together with their respective officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor's failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City or BOE at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City and BOE from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City and BOE, including their respective officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (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 Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the City and BOE, including their respective officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

## **ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION**

### **Section 8.01 Reasonable Precautions**

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

### **Section 8.02 Protection of City and BOE, including their respective officials and employees Property**

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City and BOE property, including property and equipment leased by the City and BOE used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

### **Section 8.03 Indemnification**

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and BOE, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on

account of any injuries or death to any person or damage to any property, and costs and expenses to which the City, BOE, or their respective officials and employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City, BOE, or their respective officials and employees from being completely indemnified by the Contractor, the City and BOE, including their respective officials and employees, shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

#### **Section 8.04 Infringement Indemnification**

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and BOE, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City, BOE, or their respective officials and employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and BOE, including their respective officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and BOE, including their respective officials and employees from being completely indemnified by the Contractor, the City and BOE, including their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

#### **Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation**

The Contractor's obligation to indemnify, defend and hold harmless the City and BOE, including their respective officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City and BOE, including their respective officials and employees or its officials or employees to avail themselves of the benefits of such insurance.

#### **Section 8.06 Actions By or Against Third Parties**

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City or BOE and the Contractor, the Contractor shall diligently render to the City and BOE without additional compensation all assistance that the City and BOE may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

#### **Section 8.07 Withholding of Payments**

A. If any claim is made or any action is brought against the City or BOE for which the Contractor may be required to indemnify the City and BOE pursuant to this Agreement, the City and BOE shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. If any City or BOE property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City and BOE shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City and BOE shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 7.03 above has accepted the City and BOE's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City and BOE are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

#### **Section 8.08 No Third Party Rights**

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City and BOE or their respective officials and employees.

### **ARTICLE 9 - CONTRACT CHANGES**

#### **Section 9.01 Contract Changes**

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

#### **Section 9.02 Changes Through Fault of Contractor**

If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

## **ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES**

### **Section 10.01 Termination by the City Without Cause**

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. In its sole discretion, the City shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.

C. If the City terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

### **Section 10.02 Reductions in Federal, State, and/or City Funding**

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being

exercised and afford the Contractor an opportunity to make within seven Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section 10.02, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this Section 10.02 shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this Agreement as appropriate.

### **Section 10.03 Contractor Default**

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §§ 1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section 10.03. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

#### **Section 10.04 Force Majeure**

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). 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.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

#### **Section 10.05 Procedures for Termination**

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise



provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 14.04. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within 45 Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the Department waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

#### **Section 10.06 Miscellaneous Provisions**

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section 10.06, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of

suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

### **Section 10.07 Liquidated Damages**

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

## **ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER**

### **Section 11.01 Prompt Payment**

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. With some exceptions, the provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

### **Section 11.02 Electronic Funds Transfer**

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at

<http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section 11.02 to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Department may waive the requirements of this Section 11.02 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section 11.02 is applicable to contracts valued at \$25,000.00 and above.

## **ARTICLE 12 - CLAIMS**

### **Section 12.01 Choice of Law**

This Agreement 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.

### **Section 12.02 Jurisdiction and Venue**

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement 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 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 12.02, 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 12.02.

### **Section 12.03 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 12.03 and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 12.03 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section 12.03 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 12.03 shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section 12.03 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 12.03 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 12.03, 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 12.03 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 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 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 12.03 as the Contractor initiating the dispute.

3. Agency Head Determination. Within 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 12.03. 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 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 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 Admin. 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 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 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 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 12.03 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 12.03, 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 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 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 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 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. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be 30 Days after the date the parties are formally notified of the CDRB's decision.

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 in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section 12.03 shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section 12.03.

#### **Section 12.04 Claims and Actions**

A. Any claim, that is not subject to dispute resolution under the PPB Rules or this Agreement, against the City for damages for breach of contract shall not be made or asserted in any action, 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 Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.



### **Section 12.05 No Claim Against Officials, Agents, or Employees**

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

### **Section 12.06 General Release**

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

### **Section 12.07 No Waiver**

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

## **ARTICLE 13 - APPLICABLE LAWS**

### **Section 13.01 PPB Rules**

This Agreement is subject to the PPB Rules. If there is a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

### **Section 13.02 All Legal Provisions Deemed Included**

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

### **Section 13.03 Severability / Unlawful Provisions Deemed Stricken**

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

#### **Section 13.04 Compliance With Laws**

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

#### **Section 13.05 Unlawful Discrimination in the Provision of Services**

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Discrimination in Housing Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. *Admin. Code § 6-123.* In accordance with Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of \$50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. *Immigration status.* In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person's immigration status.

### **Section 13.06 Americans with Disabilities Act (ADA)**

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.* (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

### **Section 13.07 Voter Registration**

A. *Participating Agencies.* Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. *Distribution of Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for

services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. *Assistance in Completing Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. *Required Statements.* In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

- a. seek to influence an applicant's political preference or party designation;
- b. display any political preference or party allegiance;
- c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or
- d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

### **Section 13.08 Political Activity**

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

### **Section 13.09 Religious Activity**

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

### **Section 13.10 Participation in an International Boycott**

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal 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.

B. 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, of 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 Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

### **Section 13.11 MacBride Principles**

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) 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.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

### **Section 13.12 Access to Public Health Insurance Coverage Information**

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section 13.11 applies as provided in Paragraph B of this Section 13.11, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section 13.11. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section 13.11 shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000.00 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section 13.11 applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter § 1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section 13.11 shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

### **Section 13.13 Distribution of Personal Identification Materials**

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.12. The participating City agencies are: Administration for Children’s Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute



materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

### **Section 14.01 Conditions Precedent**

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section 14.01 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

### **Section 14.02 Merger**

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

### **Section 14.03 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 Agreement.

### **Section 14.04 Notice**

A. The Contractor and the Department hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) 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.

B. 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 email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section 14.04 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.

### AFFIRMATION

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

Full name of Proposer or Bidder *[below]* \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - ☐ Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER \_\_\_\_\_

☐ B - ☐ Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

☐ C - ☐ Corporation

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

\* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City and Board of Elections contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the City and Board of Elections in enforcement of laws, as well as to provide the City and Board of Elections a means of identifying businesses seeking City and Board of Elections contracts.

## SCHEDULE A

Article 7 -- Insurance		
Types of Insurance (per Article 7 in its entirety, including listed paragraph)		Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Workers' Compensation                      §7.02 <input checked="" type="checkbox"/> Disability Benefits Insurance                      §7.02 <input checked="" type="checkbox"/> Employers' Liability                      §7.02		Statutory amounts.
<input checked="" type="checkbox"/> Commercial General Liability                      §7.03(A)		<u>\$1,000,000.00</u> per occurrence  <u>\$1,000,000.00</u> personal & advertising injury (unless waived in writing by the Department)  <u>\$2,000,000.00</u> aggregate  <u>\$0</u> products/completed operations  Additional Insureds: 1. City of New York, including their respective officials and employees, and 2. Board of Elections of the City of New York, including its officials and employees, and 3. _____
<input checked="" type="checkbox"/> Commercial Auto Liability                      §7.03(B)		<u>\$1,000,000.00</u> per accident combined single limit  If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
<input type="checkbox"/> Professional Liability/Errors & Omissions  <div style="text-align: right;">§7.03(C)</div>		<u>\$1,000,000.00</u> per claim
<input type="checkbox"/> Crime Insurance                      §7.03(D)		\$_____ Employee Theft/Dishonesty

	\$ _____ Computer Fraud \$ _____ Funds Transfer Fraud \$ _____ Client Coverage \$ _____ Forgery or Alteration \$ _____ Inside the Premises (theft of money and securities) \$ _____ Inside the Premises (robbery or safe burglary of other property) \$ _____ Outside the Premises \$ _____ Money Orders and Counterfeit Money City of New York is a loss payee as its interests may appear
<input type="checkbox"/> Cyber Liability Insurance      §7.03(E)	<i>[If there is a significant cyber risk, please consult with the Law Department about specific insurance requirements.]</i>
<input type="checkbox"/> [OTHER]	<i>[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]</i>
<input type="checkbox"/> [OTHER]	<i>[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]</i>
<b>Section 10.07 – Liquidated Damages</b>	
<ul style="list-style-type: none"> <li>• Violation of Section 3.02(H), reporting subcontractors in the City’s Payee Information Portal</li> </ul>	<b>\$100 per day</b>
<ul style="list-style-type: none"> <li>• _____</li> </ul>	\$ _____
<b>Section 14.04 – Notice</b>	

Department's Mailing Address and Email Address for Notices	
Contractor's Mailing Address and Email Address for Notices	

## **CERTIFICATES OF INSURANCE**

### **Instructions to New York City Agencies, Departments, and Offices**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page 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.

**CITY OF NEW YORK**  
**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)

) ss.:

County of .....)

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_



**WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER**

**REPORT**  
***CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACT**  
**OR PROJECT**  
**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**

**DOI CAN ALSO BE REACHED BY MAIL  
OR IN PERSON AT:  
New York City Department of  
Investigation (DOI)  
80 Maiden Lane, 17th floor  
New York, New York 10038  
Attention: COMPLAINT BUREAU**

**OR FILE A COMPLAINT ON-LINE AT:**  
[www.nyc.gov/doi](http://www.nyc.gov/doi)

**All communications are confidential**



**Or scan the QR Code above  
to make a complaint**

## THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law**, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages

### AFFIRMATION

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

Full name of Proposer or Bidder *[below]*

\_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- ☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER \_\_\_\_\_

- ☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

- ☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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

## 1. Bid Verification

STATE OF NEW YORK )  
 )  
 ) ss:  
 )  
 COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, being duly sworn, deposes and says that s/he has executed the foregoing bid on behalf of \_\_\_\_\_ that s/he is the \_\_\_\_\_ thereof, that s/he has read the bid and knows the contents thereof, that the matters stated and information furnished therein are true to his/her knowledge.

SIGNATURE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public or Commissioner of Deeds

## 2. Bid Affirmation

Bidder Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder Organization: \_\_\_\_\_

The above-named bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than herein above-named has any interest in the bid, or in the contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury that to the best of knowledge and belief:
  - a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as with any competitor or potential competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor or potential competitor.
  - c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. That no member of the City Council or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is

directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. Said bidder is not in arrears to the City of New York upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of The City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except \_\_\_\_\_  
\_\_\_\_\_.
5. The bidder shall file with the bid an affirmation that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City, and indicate on its bid its Tax Identification Number.
6. The bidder, as an individual, or as a member, partner director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the contract awarded him, he and his subcontractors engaged in the performance thereof:
  - a) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220-a of the New York Labor Law as more expressly and in detail set forth in the contract form; and
  - b) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; and
  - c) have complied with the provisions of the aforesaid laws since their respective effective dates; and

- d) will post notices to be furnished by the Department setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work, labor and services required to be furnished or rendered by the Contractor have been finally accepted by the Department. In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words “the bidder” vendor, “he”, “his”, and “him” where used herein shall mean the individual bidder, firm, partnership, or corporation executing this bid).
7. Compliance Reports: The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation:
- a) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the Contract Agreement; and
  - b) warrants that he will comply with the provisions of Executive Order No. 50 as set forth herein. The apparent low bidder must, if required, submit the Employment Report pursuant to Executive Order No. 50 within five (5) days after the bid opening.
8. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with the provision of the contract agreement on providing records as set forth herein.

9. That said bidder has carefully examined the contract in the form approved by the Corporation Counsel, and will execute the contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required hereunder, all in strict conformity with the contract, in accordance with the schedule of prices annexed hereto.

10. The names and address of all persons interested in this bid are as follows:

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11. The bid is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion and fraud.

12. My name, residence and place of business are as follows:

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---

Signature

---

Title



**3. Statement of Bid, Signature and Notarization**

Total of Bid: \_\_\_\_\_ for term of contract, March 1, 2021 through February 28, 2024.

Total of Bid (in Words):

\_\_\_\_\_ Dollars

Bidder's name (printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

(\* Note: In the case of any discrepancy between the bid price in words and that in figures, the lowest bid will be considered the price bid. All additions and extensions are subject to audit. The appropriate affidavit on the following pages should be subscribed and sworn to before a Notary Public or Commissioner of Deeds.)

TAX IDENTIFICATION NUMBER	
---------------------------	--

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK                    )  
  ss:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me  
personally came \_\_\_\_\_, who being by me duly sworn,  
did     depose     and     say:     that     he     resides     in     the     City     of  
\_\_\_\_\_,     that     he     is     the  
\_\_\_\_\_ of the corporation described in the  
foregoing instrument whose name is subscribed to and which executed the foregoing bid, that he  
has knowledge of the several matters therein stated, and that they are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the bid)

Subscribed to and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_) SS:

(Signature of the person who signed the bid)

day of \_\_\_\_\_, 20\_\_\_\_

155

STATE OF NEW YORK )  
                                  ss:  
COUNTY OF \_\_\_\_\_)

(Signature of the person who signed the bid)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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### **PART III. AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of New York acting through the Board of Elections in the City of New York located at 32 Broadway, New York, New York 10004 and

---

("Contractor")

located at \_\_\_\_\_

#### **ARTICLE 1. DEFINITIONS**

include the following (except for such portions thereof as may be specifically excluded):

1. The Advertisement and Proposal for Bids.
2. The Bid
3. The Agreements
4. The Specifications;
5. The Contract Drawings;
6. All addenda issued by the Administrator prior to the receipt of all bids;
7. All provisions required by law to be inserted in this contract whether actually inserted or not;
8. The notice of award.
9. Instructions to bidders; Invitation for Bids; information for bidders; terms denoted as "Agreement".

#### **ARTICLE 2. SCOPE OF SERVICES**

The contractor agrees to perform all the services described in the specifications attached hereto as Part II of the proposal for bid.

#### **ARTICLE 3. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from March 1, 2021 through December 31, 2024. This Agreement is subject to a two (2) year renewal option under the same terms and conditions herein

#### **ARTICLE 4. CONSIDERATION**

The City agrees to pay, and the Contractor agrees to accept, as full consideration for the complete and satisfactory performance of the services required herein, an amount not to exceed \_\_\_\_\_, such amount being based upon the Contractor's Bid for the work or services required as set forth in Part III (BID) of the Proposal for Bid, and in the case where such bid is a unit price, upon the quantity, volume, amount or period of work or services or materials estimated by the Department to be required multiplied by such unit Bid Price. Any such estimated quantity, volume, amount or period of work or services or materials is an estimate based upon experience. The Department shall neither be required to order any quantity, amount, or period thereof, nor shall it be limited by any such estimate, but the quantity, amount, or period ordered and paid for shall be that which actually required by the Department and provided by the Contractor.

The Contractor shall submit numbered invoices for payment on a monthly basis, unless otherwise agreed. Such invoices shall set forth the services for which payment is requested, and approval thereof by the Department shall be a prerequisite to payment. All payments shall be subject to such provisions for set-off as may be set forth in this Agreement and in the Specifications attached hereto.

#### **PRICING**

- A. The Contractor shall whenever required during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The contractor shall be required to keep its submission of cost or pricing data current until the contract has been completed.
- B. The price of any change order, or contract modification subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds

that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

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

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

E. **Certificate of Current Cost or Pricing Data.**

**Form of Certificate.** In those cases when cost or pricing data is required, certification shall be made using a certificate substantially similar to the one contained in Chapter 4 of the PPB rules and such certification shall be retained in the agency contract file.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

BOARD OF ELECTIONS  
CITY OF NEW YORK

By \_\_\_\_\_

Executive Director  
Board of Elections

Contractor

(Affix Corporate Seal Here)

By \_\_\_\_\_

Title \_\_\_\_\_

(President or Vice President  
if a Corporation)

Attest: \_\_\_\_\_  
(Secretary or Assistant Secretary)

Approved as to Form  
Certified as to Legal Authority

\_\_\_\_\_  
Acting Corporation Counsel

\_\_\_\_\_  
Date



**ACKNOWLEDGMENT (DEPARTMENT)**

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_  
\_\_\_\_\_, to me known and known to me to  
be \_\_\_\_\_

of the BOARD8 OF ELECTIONS IN THE CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

---

Notary Public or Commissioner of Deeds

## ACKNOWLEDGMENT (CORPORATION)

[illegible]

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

Notary Public or Commissioner of Deeds

ATTEST

(Corporate Seal)

(Secretary of Corporate Bidder)

### **ACKNOWLEDGMENT (INDIVIDUAL)**

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he executed the same.

Notary Public or Commissioner of Deeds

### ACKNOWLEDGMENT (PARTNERSHIP)

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be one of the members of the firm of \_\_\_\_\_, and described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said firm.

Notary Public or Commissioner of Deeds

### **CERTIFICATION BY BROKER**

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

### **CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

---

[Name of broker (typewritten)]

---

[Address of broker (typewritten)]

---

[Signature of authorized officer of broker]

---

[Name of authorized officer (typewritten)]

---

[Title of authorized officer (typewritten)]

---

[Contact Phone Number for Broker (typewritten)]

---

[Email Address of Broker (typewritten)]

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

NOTARY PUBLIC

***PART IV.     EXTENSION OF TIME — NON-CONSTRUCTION***

Upon written application by the contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of alleged delay occurred, and the total number of delay in days attributable to such cause.

The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

**PART V.      STATEMENTS AND REPRESENTATIONS OF BIDDER**

THE BIDDER MAKES THE FOLLOWING STATEMENTS AND REPRESENTATIONS AS PART OF THIS BID.

1. That the bidder, if an individual, is a lawful age. That the bidder is the only one interested in this bid; and that no person, firm or organization other than hereinabove named has any interest in this bid, or in the contract propose to be taken.
2. That the bidder and each person signing on behalf of any bidder certified; and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief.
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other bidder or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition:
  - (d) That no council person or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof

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(if none, bidder will insert ("none"))

3. That the said bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of the contract.
4. Said bidder is not in arrears in the City of New York upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except

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Bidder shall indicate Tax Identification Number on Bid.

5. That the bidder has examined all parts of this Proposal for Bid, including but not limited to the Agreement and the terms and conditions thereof; and if the bid is accepted as submitted, the bidder shall execute the Agreement as set forth herein.
6. That the bidder certifies that it is duly licensed to do business in the City of New York and holds or agrees to obtain all necessary permits required by law or regulation for the performance of the contract.

7. The bidder, executes this document expressly warranting and representing that should this bid be accepted by the City and the contract awarded to it, the bidder and its sub-contractors engaged in this performance of the contract: (1) will comply with the provisions of Section 343-9.0 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations and the rules and regulations of the Board of Estimate adopted pursuant thereto as more expressly and in detail set forth in the contract form.

In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidation or otherwise, cancellation of the contract and suspension as a bidder for a period of three (3) years.

8. The bidder, (1) represents that its attention has been specifically drawn to the Equal Employment Provisions of the Contract Agreement, and (2) warrants that it will comply with all the terms and provisions prescribed therein.

9. The bidder executes this document expressly warranting and representing that should this bid be accepted and the contract awarded to the bidder, the bidder and its sub-contractors engaged in the performance (1) will comply with the provisions of Section 343-8.0 of the Administrative Code of the City of New York and the non-discrimination provisions of the Section 220 and 239 of the New York Labor Law as more expressly and in detail set forth in the contract form: and (2) will post notices to be furnished by the City, setting forth the requirements of the aforesaid law in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the contract can readily view it, and will continue to keep such notices posted until supplies materials and equipment, or work, labor and services required by the Contractor have been finally accepted by the City.

10. The names and addresses of all persons interested in this bid are as follows:

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11. This bid is made without any connection with any other person making a bid for the same purpose and is in all respects fair and without collusion or fraud.



12. My name, residence, and place of business are as follows:

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13. The bidder agrees that if this bid or any part of it is accepted, it will within ten days after receipt of notice of award, furnish such performance bond, payment bond, and executed copies of insurance policies as may be required, execute the agreement set forth in the invitation for bids, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in the invitation for bids at the unit prices set forth in its bid.

14. The undersigned certifies to the truth and accuracy of all figures contained herein and authorizes the Board of Elections to make any necessary examination of the books of amount, records, and vouchers of the bidder or other investigations to determine its responsibility, or for any other reason in connection with the award and performance of the contract.

15. The undersigned bidder is bidding on the following Classes which are checked off:

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Manhattan West | <input type="checkbox"/> 6. Brooklyn South |
| <input type="checkbox"/> 2. Manhattan East | <input type="checkbox"/> 7. Queens North   |
| <input type="checkbox"/> 3. Bronx West     | <input type="checkbox"/> 8. Queens South   |
| <input type="checkbox"/> 4. Bronx East     | <input type="checkbox"/> 9. Staten Island  |
| <input type="checkbox"/> 5. Brooklyn North |  |

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Signature

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Title

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Name of Bidder

---

Business Address

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Telephone Number

**PART VI. QUALIFICATIONS QUESTIONNAIRE**

NOTE: If you need more space to answer a particular question, use reverse side or additional pages.

1. NAME OF BIDDER: \_\_\_\_\_
2. BUSINESS ADDRESS: \_\_\_\_\_
3. TELEPHONE NUMBER: \_\_\_\_\_
4. Bidder is a ☐ Corporation ☐ Partnership ☐ Individual ☐
5. How many years has the bidder been in the moving business? \_\_\_\_\_
6. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you or any entity of which you have been a partner or officer ever been declared in default by any city, state or federal agency? \_\_\_\_\_  
  
(If answer is Yes give details) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Name the corporations or companies that you have ever been connected with other than the bidder, as a member, partner, director, or officer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Has any officer or partner of your entity ever been an officer or partner of some other entity, that failed to complete a trucking contract? \_\_\_\_\_

If so, state the name of the individual, other entity and reason therefor:

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11. Has any officer or partner of your entity ever failed to complete a trucking contract handled in his own name? \_\_\_\_\_

If so, state name of individual, name of entity, and reason therefor.

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12. In what other businesses are your officers and partners financially interested?  
List officer or partner, name of company and type of business.

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13. Where is your facility located? \_\_\_\_\_

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14. Does your facility meet the security specifications set forth in Section 1 of Part II of this Invitation for Bids? \_\_\_\_\_

If no, set forth how it fails to comply. \_\_\_\_\_

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15. How many trucks does your company have in its fleet? \_\_\_\_\_

16. Do you have enough trucks with the dimensions set forth in Part II of this Invitation for Bids to enable you to perform Items 1 to Item 11 on the bid sheet? \_\_\_\_\_

17. Set forth anything further which you feel is relevant in determining your Ability to fulfill the contracts obligation

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18. How many current long term service contracts does the company have

19. For each contract above how often is the company required to provide service under each contract? (i.e. weekly, monthly, etc....)

1.

2.

3.

Add more pages if necessary.

20. For each contract above how much equipment and staff are required for each task when performing services.

1.

2.

3.

Add more pages if is necessary

21. Does the company have current Government contract?

18. WHAT TRUCKING PROJECTS HAS YOUR COMPANY PERFORMED OR CURRENTLY HAVE UNDER CONTRACT?

Name & Address of Company or Government	Nature of Trucking Project	Contact Person and Telephone number	Contract Amount	Date Started & Date Completed	If not yet completed, when work must be completed

Add additional sheets if necessary

The answers to the foregoing Qualifications Questionnaire are true and correct.

Name (printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK                    )  
   ) ss:  
 COUNTY OF                                )

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_  
 \_\_\_\_\_ of the above-named company and that the answers to the  
 foregoing questions and all statements therein contained are true and correct.

Sworn to me on this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public

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

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

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

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

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

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

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

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

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

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

*[Please Check One]*

**BIDDER'S CERTIFICATION**

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_

New

York

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Dated:



## **APPENDIX I**

### **EARLY VOTING AND ELECTION DAY POLL SITES**

