

**JACQUELINE M. IZZO**  
MAYOR



**ZACHARY CORTESE**  
PURCHASING AGENT

**PURCHASING DEPARTMENT**  
ROME CITY HALL ♦ 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815  
(315) 339-7665 ♦ FAX (315) 838-1165  
[zcortese@romecitygov.com](mailto:zcortese@romecitygov.com)  
[www.romenewyork.com](http://www.romenewyork.com)

**BID NUMBER:** RFP-2019-031  
**BID TITLE:** LEASE OF MFP COPIER AT VARIOUS CITY OF ROME  
LOCATIONS  
**BID OPENING:** 09/27/2019

**COMPANY NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/TITLE:** \_\_\_\_\_

**TOTAL OF BID X 63 Months** \_\_\_\_\_

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



## **TABLE OF CONTENTS**

<b>Page Title</b>	<b>Page No.</b>
<b><i>Invitation and Instructions To Bid.....</i></b>	<b><i>3</i></b>
<b><i>General Conditions.....</i></b>	<b><i>4 – 8</i></b>
<b><i>General Municipal Law Compliance.....</i></b>	<b><i>9</i></b>
<b><i>Attention.....</i></b>	<b><i>10</i></b>
<b><i>Deviations Sheet.....</i></b>	<b><i>11</i></b>
<b><i>Responsible Bidder.....</i></b>	<b><i>12</i></b>
<b><i>Non-Collusive Bidding Certificate.....</i></b>	<b><i>13</i></b>
<b><i>Technical Specifications.....</i></b>	<b><i>14 - 15</i></b>
<b><i>Bid Total Itemization Sheet.....</i></b>	<b><i>16</i></b>
<b><i>Prevailing Wage.....</i></b>	<b><i>17</i></b>



## **INVITATION AND INSTRUCTIONS TO BID**

The City of Rome, New York invites your firm to participate in the enclosed Request For Bid Proposal for:

**BID NUMBER:** RFP-2019-031  
**BID TITLE:** LEASE OF MFP COPIER SYSTEMS AT VARIOUS CITY OF ROME LOCATIONS

This sealed bid will be publicly opened and read in the Common Council Chambers at:

**09/27/2019**

Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk  
Rome City Hall  
198 North Washington Street  
Rome, NY 13440**

If additional information is required, please contact:

**Zach Cortese, Purchasing Agent  
City of Rome  
198 North Washington Street  
Rome, NY 13440  
Phone: 315-339-7665  
Fax: 315-838-1165**

Email: [ZCortese@romecitygov.com](mailto:ZCortese@romecitygov.com) Or, electronically at [www.romenewyork.com](http://www.romenewyork.com); click on Purchasing Department; Bid Opportunities.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



## **GENERAL CONDITIONS**

- A. SCOPE OF WORK:**  
The City of Rome is seeking to replace outdated copier equipment with more efficient, cost effective multifunction systems via a leasing program.
- B. QUESTIONS REGARDING SPECIFICATIONS:**  
Questions must be directed to the Purchasing Agent, Zach Cortese at [ZCortese@romecitygov.com](mailto:ZCortese@romecitygov.com) or (315) 315-339-7665.
- C. CONTRACT PERIOD:**  
Effective for 63 Months from date of execution, commencing on December 1<sup>st</sup>, 2019 and ending on March 1, 2024, with renewal option to be determined and agreeable to both parties.
- D. TAX:**  
Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.
- E. FINANCE CHARGES:**  
The City of Rome will not be subjected to finance or late charges under this contract.
- F. PRICE AND PRICE ADJUSTMENTS:**  
Best and final price shall be offered. Prices shall be FOB to the destination required by the Fire Department personnel. The prices, terms and conditions quoted shall be firm and remain in effect for duration of contract. No handling charges will be assessed.
- G. DURATION OF PROPOSAL OFFER:**  
Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.
- H. METHOD OF AWARD:**  
The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

**I. ACCEPTANCE OR REJECTION:**

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

**J. COMPLETION DATE & DELIVERY SCHEDULE:**

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

**K. TIME IS OF THE ESSENCE:** All times stated herein are of the essence.

**L. NOTICE OF DELAY:**

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

**M. GUARANTEE/WARRANTY**

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

## **N. INSURANCE**

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence /\$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers' Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

<p><b>C-105.2</b> (9/07)</p>	<p>Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)</p>	<p>Employers insured for workers' compensation through a private insurance carrier</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent.</p>	<p><u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at <a href="mailto:Certificates@wcb.ny.gov">Certificates@wcb.ny.gov</a> to obtain controlled forms not available on this website.</p>
<p><b>DB-120.1</b> (5/06)</p>	<p>Certificate Of Insurance Coverage Under The NYS Disability Benefits Law</p>	<p>Employers insured for NYS statutory disability benefits insurance through an insurance carrier.</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier.</p>	<p><u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at <a href="mailto:Certificates@wcb.ny.gov">Certificates@wcb.ny.gov</a> to obtain controlled forms not available on this website.</p>
<p><b>CE-200</b> (12/08)  (Replaces WC/DB-100 and Form C-105.21)</p>	<p>Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage</p>	<p>Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.</p>	<p>Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)</p>	<p>These exemption forms can <u>ONLY</u> be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry <u>NYS</u> workers' compensation and/or disability benefits insurance. (<a href="#">Instructions</a>)</p>

**O. MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
  - a. Is your company 51% or more women owned?  
\_\_\_\_yes \_\_\_\_no
  - b. Is your company 51% or more minority owned?  
\_\_\_\_yes \_\_\_\_no
  - c. If you answer YES to Number 2, check one of the following:  
\_\_\_\_ Black \_\_\_\_ Hispanic \_\_\_\_ Alaskan Native  
\_\_\_\_ Asian/Pacific Islands \_\_\_\_ American Indian

**P. CONTRACT TERMINATION:**

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

**Q. LIMITATIONS:**

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

**R. GENERAL:**

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

**S. DEVIATIONS FROM SPECIFICATIONS:**

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

**T. LITERATURE:**

Each bidder shall include product or equipment literature as available.

**U. PROTEST AND APPEAL PROCEDURES:**

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:  
City Clerk  
City of Rome  
198 N. Washington St.  
Rome, New York 13440
2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.





## **STATE OF NEW YORK, Section 103-a**

### **GENERAL MUNICIPAL LAW COMPLIANCE**

“Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York.”

Effective: July 1, 1959



## **ATTENTION**

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included.

1. ( ) BID BOND OR CERTIFIED CHECK
2. ( ) BID SPECIFICATIONS
3. ( ) BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. ( ) BIDDERS REFERENCES
5. ( ) BIDDERS QUALIFICATIONS
6. ( ) MANUFACTURERS WARRANTIES
7. ( ) INSTRUCTIONS TO BIDDERS
8. ( ) RESPONSIBLE BIDDER FORM
9. ( ) DEVIATIONS SHEET
10. ( ) PROPOSER'S WARRANTY (On Page 1)
11. ( ) NON-COLLUSIVE STATEMENT
12. ( ) DELIVERY DATE

*Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid.*



## **DEVIATIONS SHEET**



**RESPONSIBLE BIDDER**

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?  
 yes                       no
  
- B. Has your firm filed for bankruptcy?  yes       no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.



**NON-COLLUSIVE BIDDING CERTIFICATE**

Pursuant to Chapter 675, Laws of 1966

(a) 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:

- (1) 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:
- (2) 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 disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Official capacity)



## TECHNICAL SPECIFICATIONS

**Overview** The City of Rome is seeking to replace outdated copier equipment with more efficient, cost effective multifunction systems via a leasing program.

**Inventory** Per the inventory chart attached, please supply your pricing for a 63 Month lease for the 13 units that are designated for immediate replacement (commencing December 1, 2019). Renewal option to be determined and agreeable to both parties.

The 4 units designated to be replaced within the next 5 years are an assumption that they will need to be planned for replacement during the term of this lease.

**Options** Proposed machines must include the following specifications:

- Proposed MFP's must include: Copy, Print, Fax and Color Scanning
- Proposed MFP's MUST BE BRAND NEW
- Initial 13 machines will be color
- All machines will include an automatic feeder with single pass document feeder
- Proposed MFP's must meet print speed requirements as shown on the chart on page 17

Your offering should include the following:

- Charge per click with no base – the rate for both color and black and white will be set for full 63 month term and not increase during this time.
- all service and preventive maintenance on the machines
- all toners and parts including staples

**Software** Proposed machines must include:

- An accounting software to monitor counts by user
- A program to monitor supplies with access to login provided to the City
- OEM Software Management Utility. This software will be used to develop an ordering system for toners with the Purchasing Department's involvement.

- Toner must be delivered directly to the department where the system is installed
- Proposed MFP's must include security – Embedded Control Software
- All systems must have the ability for HID Card Reading setup with Active Directory Connection. This must also include Online Software Monitoring and Access Codes for departments that may not have HID requirements.

**Terms of Lease** Explanation of options at the end of the lease, ie:

- Would city own or return equipment at end of lease
- Return of equipment process – Letter of Intent, Clearing Hard drives, Shipping systems back to leasing company

**Current Lease Obligation** The City of Rome would like the winning vendor to manage and support us through the transition including:

- Identifying and paying any buyouts
- Ensuring are all hard drives are securely cleared
- Manage the return process (ie: Letter of Intent, Return Authorizations)
- Shipping current systems back to leasing company at no charge to the City

**REPLACE IMMEDIATELY**

<b>Manufacturer</b>	<b>Current Model</b>	<b>Color or BW</b>	<b>Location</b>	<b>Serial Number</b>	<b>City Hall Floor</b>	<b>Offsite Address</b>
Toshiba	E Studio 2555C	C	Assessors	C7KD19768	1st	
Toshiba	E Studio 3555C	C	Codes	C7DE55117	Annex	
Toshiba	E Studio 307	BW	Corporation Counsel	CEKD42384	3rd	
Toshiba	E Studio 2555C	C	DPW #1	C7ID11812		132 Race St
Toshiba	E Studio 5055C	C	3 <sup>rd</sup> Floor CED	C7KD21466	2nd	
Toshiba	E Studio 2555C	C	Parks & Rec	C7JD14629	2nd	
Toshiba	E Studio 4555C	C	Public Works	C7JD19623	3rd	
Toshiba	E Studio 3055C	C	Fire Dept	C7KD20341		158 Black River Bld 2nd Flr
Toshiba	E Studio 4555C	C	PD Capt-24/7	C7LD33197		
Toshiba	E Studio 2555C	C	Records	C7KD22350		
Toshiba	E Studio 2505C	C	2 <sup>nd</sup> Floor Admin	CFDF31748	2nd	
Toshiba	E Studio 2500C	C	Unknown – SIU	CFGF17695		
Toshiba	E Studio 2000C	C	DPW #2-Frank	CFEF12472		

**REPLACE-WITHIN 5 YEARS**

<b>Manufacturer</b>	<b>Current Model</b>	<b>Color or BW</b>	<b>Location</b>	<b>Serial Number</b>	<b>City Hall Floor</b>	<b>Offsite Address</b>
Toshiba	E Studio 2000C	C	Water Pollution	CFJG14673	1st	
Toshiba	E Studio 2000C	C	Police – Chiefs	CFKG16889		
Toshiba	E Studio 6508	BW	Treasurer	CIH30553		301 N James St 2nd Floor
Toshiba	E Studio 5506C	C	Clerks	CHF28000		301 N James St Basement



## Location Requests

\*AMV = Average Monthly Volume

Location	Color or B&W	Requested Specs	Minimum Speed	AMV B&W	AMV Color
DPW #1	COLOR	At Least 3 Paper Trays, Faxing, 11x17	25 Pages Per Min	1,789	867
Parks & Recreation	COLOR	Staple Finisher, 11x17 , Faxing	25 Pages Per Min	2,638	911
Assessor's Office	COLOR	Faxing, At Least 3 Paper Trays, Staple Finisher, 11x17	25 Pages Per Min	1,193	58
Fire Department	COLOR	Staple Finisher, Faxing, 8.5 x 14 , At Least 2 Paper Trays	36 Pages Per Min	2,072	336
Corporate Counsel 'City Hall'	COLOR	Faxing, At Least 3 Paper Trays, 11x17, Staple Finisher	30 Pages Per Min	2,435	
Codes Department	COLOR	Staple Finisher, At Least 3 Paper Trays, 11x17, Faxing	30 Pages Per Min	3,215	2,128
Public Works	COLOR	USB/Media Printing Accessible, 11 x 17, Faxing	40 Pages Per Min	3,305	1,599
3 <sup>rd</sup> Floor CED	COLOR	11 x 17, Faxing, At Least 2 Paper Trays	40 Pages Per Min	3,109	1,143
Rome PD Patrol 24/7	COLOR	Faxing, At Least 3 Paper Trays, 11x17	40 Pages Per Min	2,678	4,217
Records Department	COLOR	Faxing, 8.5 x 14, At Least 2 Paper Trays	26 Pages Per Min	1,724	1,787
2nd Floor Admin	COLOR	At Least 2 Paper Trays, 11 x 17, Faxing, Staple Finisher	25 Pages Per Min	911	501
SIU Office	COLOR	8.5 x 14, Faxing, At Least 2 Paper Trays	26 Pages Per Min	228	66
DPW #2 - Frank	COLOR	11 x 17, At Least 2 Paper Trays, Faxing	25 Pages Per Min	675	462
<b><u>IN NEXT 5 YEARS</u></b>					
Water Pollution	COLOR	8.5 x 14, At Least 2 Paper Trays, Faxing		1,076	391
Police Dept – Chiefs Office	COLOR	At Least 2 Paper Trays, Faxing		736	444
Treasurer	B & W	At Least 3 Paper Trays, 11 x 17, Faxing, Staple Finisher		14,149	
Clerks	COLOR	At Least 3 Trays, Staple Finisher – 2/3 Hole Punch, Faxing, 11 x 17		5,404	1,634



**BID TOTAL ITEMIZATION SHEET (IF NEEDED)**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**GRAND TOTAL**



## **PREVAILING WAGE SCHEDULE**

### **FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS**

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

#### **PRC No (not applicable)**

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

#### **CERTIFIED PAYROLLS - WAGE RATES**

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

**NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.**