THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE ORDER **20212124439**

Expense Order against requirement contract

 Printed 1/5/2021 9:45 am

Order Title CORCRAFT CATALOG AND STOREHOUSE ITEMS

DATE PREPARED	12/30/2020
DATE APPROVED	12/31/2020
DATE SENT TO VENDOR	
DELIVERY DATE	
ORDER TYPE	Blanket Order
ORDER ACTION	New

AGENCY CODE	816		
CONTRACT NUMBER	20201201246	**Bid**	1900210
AGENCY REFERENCE NUMBER	121R0896		
AGENCY REFERENCE CODE	21R0896		
CLIPS PO NUMBER	2124439	**Batch**	933816
ORDER AMOUNT	$4,180.00		

Inspection Division Tel.# **Call 24 Hours Prior To Delivery**

PAYEE / VENDOR INFORMATION

CODE 0002814675 1

STATE OF NEW YORK DEPT OF
CORRECTIONS & COMMUNITY SUPERV
550 BROADWAY
ALBANY NY 122042802
TEL.# (800) 436-6321
ATTN. REYNOLD KNOWLES / FRANK ROONEY

DELIVER TO INFORMATION
(24 Hr Notice Prior To Delivery)

AGENCY HEALTH AND MENTAL HYGIENE
421 EAST 26TH STREET
NEW YORK 10016 NY 10016
TEL.# (212) 323-1686
ATTN. RECEIVING DEPARTMENT

INVOICE TO INFORMATION

AGENCY HEALTH AND MENTAL HYGIENE - OCME
P.O. BOX 8400 - CN42
L.I.C. NY 111018400
TEL.#
ATTN. INTERNAL ACCOUNTING

ID	BFY	DETAIL FUND	U / A	BUDGET CODE	DETAIL OBJECT	SUB OBJ.	REPORTING CATEGORY	AGENCY	LINE AMOUNT
1	21	001	116	6133	107		A29000	816	$4,180.00

TOTAL AMOUNT: $4,180.00

CERTIFICATE OF NECESSITY

" I CERTIFY THAT THE ITEMS HEREIN ARE NEEDED AND WILL BE USED BY THE AGENCY FOR THE PURPOSE STATED ON THE BUDGET APPROPRIATION OR MODIFICATION."

Prepared By Awilda Jimenez
Approved By Benjulkys Martinez

AGENCY CERTIFICATION

" I CERTIFY THAT THE ITEMS HEREIN HAVE BEEN CHARGED TO THE CORRECT ACCOUNTING CODES LISTED ABOVE WHICH ARE UNDER THE JURISDICTION OF THIS DEPARTMENT."

Date 12/31/2020
Certified By Annette Allen

DMSS Approval Required

Buyer: Dawn Smith 12/31/2020

CERTIFICATE OF ACCEPTANCE INTO FMS

Date Accepted By FMS 12/31/2020

THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE ORDER **20212124439**

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ORDER AMOUNT	$4,180.00		

Order Title CORCRAFT CATALOG AND STOREHOUSE ITEMS

THIS IS A BLANKET ORDER FOR COFFIN#2 ON AN AS NEEDED BASIS ACCORDING TO THE TERMS AND CONDITIONS OF THE NYC REQUIREMENT CONTRACT#: 20201201246 AS REQUESTED BY THE FORENSIC OPERATIONS - MORTUARY DEPARTMENT.

Item: COFFIN2: COFFIN SHOOK INFANT (SMALL) - DIMENSIONS: 20” L x 7” W x 6” H WITH REINFORCED CLEATS - QTY: 500

Deliver to:
South Brooklyn Marine Terminal
31 39th Street Brooklyn, NY 11232
Schedule delivery date in advance - Call Asya Magnus 347-386-9754

THIS PURCHASE ORDER IS FOR FISCAL YEAR 2021: July 1, 2020 - June 30, 2021.

OCME’S ACCOUNT NUMBER: NA

THE SHIPMENT AGAINST THIS PURCHASE ORDER MUST NOT EXCEED THE DOLLAR AMOUNT OF THIS PURCHASE ORDER. OCME IS NOT RESPONSIBLE TO PAY ON DELIVERIES WHICH EXCEED THE DOLLAR AMOUNT FOR THIS PURCHASE ORDER.

ALL PACKING SLIPS MUST BE ON THE OUTSIDE OF THE BOX AND INDICATE THE CURRENT PURCHASE ORDER NUMBER AND RELEASE ORDER NUMBER.

IF YOU HAVE ANY PROBLEMS WITH THIS PURCHASE AGREEMENT PLEASE CONTACT AWILDA JIMENEZ AT 212-323-1737.

ALL INVOICES MUST HAVE THE CURRENT PURCHASE ORDER NUMBER AND THE RELEASE ORDER NUMBER FOR PROMPT PAYMENT.

FOR INFORMATION REGARDING ANY VENDOR PAYMENT ISSUES, PLEASE REGISTER AT https://a127-pip.nyc.gov/

IF YOU NEED ASSISTANCE IN THE REGISTRATION PROCESS OR HAVE ANY PAYMENT RELATED ISSUES PLEASE CALL 212-323-1716.

CERTIFICATE OF NECESSITY

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Prepared By Awilda Jimenez

Approved By Benjulkys Martinez

AGENCY CERTIFICATION

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Date 12/31/2020

Certified By Annette Allen

DMSS Approval Required

Buyer: Dawn Smith 12/31/2020

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THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

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CLIPS PO NUMBER	2124439	**Batch**	933816
ORDER AMOUNT	$4,180.00		

Order Title CORCRAFT CATALOG AND STOREHOUSE ITEMS

ALL INVOICES MUST BE EMAILED TO: OCMEINVOICEINTAKE@HEALTH.NYC.GOV

SHIPPING TERMS: IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NYC REQUIREMENT CONTRACT

VENDOR CONTACT: REYNOLD KNOWLES
EMAIL: ORDERS.CORCRAFT@DOCCS.NY.GOV
TELEPHONE: 800-436-6321

CERTIFICATE OF NECESSITY

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Prepared By Awilda Jimenez

Approved By Benjulkys Martinez

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Date 12/31/2020

Certified By Annette Allen

DMSS Approval Required

Buyer: Dawn Smith 12/31/2020

CERTIFICATE OF ACCEPTANCE INTO FMS

Date Accepted By FMS 12/31/2020

The Department of Citywide Administrative Services (DCAS)
FOR OPEN MARKET ORDERS – BID TERMS AND CONDITIONS (REV. 3/2000)
All quotations are subject to the following terms UNLESS MODIFIED.

1. PRICE FIXED ITEMS - The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the Federal Price Discrimination Law (Robinson-Patman Act) do not apply to purchases made by the City.

2. "OR EQUAL" BIDDING -When a bid standard or equal is specified, the bidder may offer an article which he certifies to be equal and must submit proof that the article is equal in quality, performance and other essentials to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

3. SAMPLES - (a) Official samples will be on file as indicated in the Bid/Order.

(b) If samples or drawings are required of the bidder, he shall furnish them free of charge and when they are no longer required, he shall remove them at his expense. Samples not removed within 30 days after written notice shall be deemed abandoned and the City shall have the right to dispose of them as its own property. The City will not be responsible for the destruction or mutilation of a sample in examination.

4. F.O.B. DELIVERY POINT - All prices must be F.O.B. delivery point, unloaded, inside and assembled.

5. FOREIGN GOODS - If offering foreign merchandise bidder shall show country of origin.

6. NEW MERCHANDISE - Deliveries must consist of new and unused merchandise.

7. LABELS - The original, unmutilated label or marking of the manufacturer must be securely affixed to all supplies which are customarily labeled or identified.

8. CONTAINERS AND REELS - Delivery containers and reels become the property of the City unless otherwise specified.

9. PRICING - Bidder shall insert unit price and extension against each item in the class. In case of discrepancy, the unit price shown shall govern. Lead pencil must not be used. When class bids are indicated, bidder must bid on every item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise the bid for the class will be construed as incomplete.

10. DISCOUNTS - Trade discounts will be a factor in determining the award. Cash discounts will not be a factor in determining awards but may be considered in tie bids.

11. ITEM AND CLASS AWARDS - Items may be combined and awarded as a group to achieve a saving in ultimate cost by reducing the number of orders to be issued.

12. TIE BIDS - Tie bids will be decided by the Commissioner.

13. NON-CONFORMING BIDS - A bid on any basis other than that indicated in the proposal will be considered non -conforming and may not be accepted.

14. DELIVERY HOURS - Delivery shall be made between 9:00 A.M and 3:30 P.M Monday through Friday, except holidays, at other times by special arrangement or as indicated.

15. DELIVERY TIME - Delivery time shall be computed in calendar days from perforated date or that indicated as the mailing date.

16. DELIVERY DELAY - (a) If the seller cannot make delivery by the due date because of any fault of the City, he shall notify the Commissioner (DCAS) in writing before the due date and the Commissioner may grant him an allowance of time.

(b) If the delayed delivery is occasioned through no fault of the City or the seller, the seller shall notify the Commissioner (DCAS) in writing before the due date and the Commissioner may grant him an extension of time; or the Commissioner may, in his discretion, obtain the item elsewhere without liability to the City or to the seller.

17. INSPECTION - Delivery will be examined by an inspector of the Contracting Agency at the delivery point or at any other place he may select.

18. REJECTED MERCHANDISE - (a) GENERAL - The Contracting Agency may withhold acceptance of or reject any goods which, upon examination, are found not to meet the specification requirements. Upon written notification or rejection, goods shall be removed immediately by the seller. Rejected goods left beyond thirty (30) days shall be its own property. No written notice of rejection need be given on foodstuffs and drugs. Unless otherwise directed, the seller, on oral notice from the Contracting Agency, shall immediately remove and replace rejected foodstuffs and drugs.

(b) SPECIAL LIFE and HEALTH HAZARDS - Any food, drug or other commodity found by the Contracting Agency to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the seller until it has been examined by Department of Health. If condemned, the commodity shall be disposed of as provided by law.

19. NON-DELIVERY OR REJECTION - If the seller fails to make delivery within the time specified or if the delivery is rejected, the Commissioner may obtain the material from other sources under the buy-against procedure set forth herein.

20. BUY-AGAINST PROCEDURE - Should the new purchase price exceed the order price, the City shall charge the seller the exceed cost, the cost of reletting the order and, where applicable, liquidated damages. Should the new purchase price be less than the order price, the seller shall have no claim to the difference; and the reletting cost and any applicable liquidated damages shall be charged against him. All such charges against a seller shall be deducted from money that is due or shall become due him from the City. In the event that there is no money due him, the seller shall pay the amount of the charges.

21. PAYMENT - The City will make every effort to pay invoices within thirty (30) days after proper delivery of merchandise. The City will also avail itself of cash discounts for payment within prescribed whenever possible.

22. AUDIT BY COMPTROLLER - Purchase orders are subject to audit by the Comptroller.

23. ASSIGNMENTS - No assignment shall be valid without the written consent of the Commissioner (DCAS).

24. SALES AND EXCISE TAXES - The City is exempt from the payment of sales and excise taxes. The price bid must be net exclusive of taxes and will be so construed. If a certificate of exemption from taxes levied on merchandise is needed, bidder should indicate this in his quotation and a certificate will be forwarded with any order which may result from his bid. The New York State Department of Taxation and Finance has ruled that, with respect to purchases made by governmental agencies, the purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

25. LIMITATION OF ACTION - No action arising out of a Purchase Order for any cause whatsoever shall be maintained against The City of New York by a seller or anyone claiming under a seller unless such action shall be commenced within one year after:

(a) the expiration of the Purchase Order; or

(b) the date of written notice from the City to the seller of complete rejection or withheld acceptance of delivery; or

(c) the date of written notice from the City to the seller of a deduction from the agreed price on the order; or

(d) the date of notice of assessments of cost on a buy-against; whichever event is latest in time.

26. DISCRIMINATION IN EMPLOYMENT - As required by the New York State Labor Law, Section 220-E, and by the New York City Administrative Code, Section 343.8.0: No contractor, subcontractor or any person on his behalf shall in any manner discriminate against or intimidate any employee hired or to be hired for the performance of work under this contract on account of race, creed , color, national origin, sex or age.
This contract may be cancelled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

27. INVESTIGATIONS - 1. The parties to this contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and 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.

2. (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City or any public benefit corporation organized under the law of the State of New York , or;
(b) 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 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 Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, performance under, any transaction, agreements, lease, permit, contract, or license entered into the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

3. (a) The Agency Chief Contracting Officer 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) day written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
(b) If any non-governmental party to the hearing request an adjournment, the Agency Chief Contracting Officer 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 27.5 below without the City incurring any penalty or damages for delay or otherwise.

4. The penalties which may attach after a final determination by the Agency Chief Contracting Officer or Agency Head may include but , shall not exceed (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought from submitting bid for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City ; and or (b) 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 in account of such cancellation or termination; monies lawfully due for Services delivered, work done, rental, or fees accrued prior to the cancellation or termination shall be paid by the City.

5. The Agency Chief Contracting Officer or Agency Head shall consider and address in reaching his /her determination and in assessing an appropriate penalty the factors in paragraphs 27.5(a) and 27.5(b) below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 27.5(c) and 27.5(d) below in addition to any other information which may be relevant and appropriate.
(a) 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.
(b) 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.
(c) The nexus of the testimony sought to the subject entity and its contracts leases, permits or licenses with the City.
(d) 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 27.4 above provided that the party or entity has given actual notice to the Agency Chief Contracting Officer or Agency Head upon the acquisition of the interest or at the hearing called for in 27.3(a) 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.

6. Definition for the purpose of this include the following:
(a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
(b) The term "person" as used herein 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.
(c) The term "entity" as used herein 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.
(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, employee.

7. In addition to and notwithstanding any other provision of this Contract the Agency Chief Contracting Officer or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money , goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

VENDOR	VOUCHER	AGENCY FILE	INSPECTION	DELIVERY LOCATION	DELIVERY FINAL RECEIPT
☐	☐	☐	☐	☐	☐

THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE AGREEMENT

FISA FORM ACECF 203 (3/03)

AGREEMENT ACTION

DATE PREPARED	MO / DY / YR	ACCTNG PERIOD	MO / YR	CHECK ONE
	12 / 29 / 20		06 / 21	☒ NEW ☐ MODIFICATION ☐ CANCEL

AGREEMENT ID

AGCY CD ORDER NO.
DO1 857 20212124439

DATE APPROVED	MO / DY / YR	DATE SENT TO VENDOR	MO / DY / YR	DELIVERY DATE	MO / DY / YR	ORDER TYPE
	01 / 05 / 21		01 / 05 / 21		01 / 04 / 21	☐ PG-REL. ORDER ☐ PG-BLANKET ORDER ☐ PO-PURCH. ORDER ☐ SI-SHIP INSTR

CONTRACT NUMBER	INSPECTION DIVISION TEL.#	TERMS	PAGE
20201201246	CALL 24 HOURS PRIOR TO DELIVERY 212-323-1686	NET 30/GOODS	1 of 4

PAYEE / VENDOR INFORMATION

CODE 00012241651 **TEL.#** 718-626-3272
NAME STATE OF NEW YORK CORCRAFT

ATTENTION FRANK ROONEY
ADDRESS 550 BROADWAY

CITY, STATE & ZIP ALBANY, NY 12204-2802

DELIVER TO INFORMATION (24 Hr Notice Prior To Delivery)

AGENCY NYC OCME **RM.#**

ADDRESS 421 EAST 26TH STREET 1ST FLOOR

CITY, STATE & ZIP NEW YORK, NY 10016

ATTENTION RECEIVING UNIT **TEL.#** (212)-323-1686

INVOICE TO INFORMATION (If Same as Delivery, Indicate "Same")

AGENCY NYC OCME C/O NYC DOHMH **RM.#**

ADDRESS P.O. BOX 8400, CN 42
LONG ISLAND CITY

CITY, STATE & ZIP QUEENS, NY 11101-8400

ATTENTION CONTROLLER (OFM) **TEL.#** (212) 323-1716
OCMEINVOICEiNTAKE@HEALTH.NYC.GOV

BFY	DETAIL FUND	DETAIL AGENCY	U / A	BUDGET CODE	DETAIL OBJECT	SUB. OBJ.	REPORTING CATEGORY	CAPITAL PROJECT ID	FUNCTION	ORG	SUB ORG	ACTIVITY
21	001	816	116	6133	107		A29000					

REFERENCE REQUISITION 21R0896 **LINE #** **LINE AMOUNT $** **REFERENCE CODE** 2124439 ☐ INC ☐ DEC

ITEM #	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	$ UNIT PRICE		$ LINE AMOUNT
1		Item: COFFIN2 - DESCRIPTION: COFFIN SHOOK, INFANT (SMALL) DIMENSIONS: 20" L x 7" W x 6" H WITH REINFORCED CLEATS THIS IS A BLANKET ORDER FOR COFFIN2 (SIZE SMALL) ON AN AS NEEDED BASIS ACCORDING TO THE TERMS AND CONDITIONS OF THE NYC REQUIREMENT CONTRACT #: 20201201246, AS REQUESTED BY THE FORENSIC OPERATIONS - MORTUARY DEPT. DELIVER TO: South Brooklyn Marine Terminal 31 39th Street, Brooklyn, NY 11232 Schedule delivery date in advance Continued on next page...	500	EACH	8.36	EACH	4,180.00

COMMENTS

TOTAL ORDER AMOUNT $

VENDOR INSTRUCTIONS

THIS ORDER IS NOT VALID WITHOUT APPROVAL SIGNATURE.

DELIVERIES THE FOLLOWING MUST APPEAR ON EACH PACKAGE.

PURCHASE ORDER #, SI #, (if any) IDENTIFICATION OF CONTENTS AND QUANTITY. A PACKING SLIP MUST ACCOMPANY EACH DELIVERY, UNLESS OTHERWISE SPECIFIED IN THE ORDER, PRICES INCLUDE DELIVERY UNLOADED, INSIDE AND ASSEMBLED, AGENCY REQ. ID & PURCHASE ORDER ID # MUST BE SHOWN ON ALL INVOICES.

INVOICES IN PENCIL NOT ACCEPTABLE

AGENCY APPROVAL

PREPARED BY — PROCURMENT ANALYST (TITLE)

APPROVED BY — Deputy ACCO/Purchase Director (TITLE)

NOTE ALONGSIDE ANY ITEM WHERE TOTAL QUANTITY DELIVERED DIFFERS FROM QUANTITY ORDERED, CROSS OUT QUANTITY ORDERED AND WRITE IN TOTAL QUANTITY DELIVERED.

DELIVERY / INSPECTION CERTIFICATIONS

"I HAVE RECEIVED THE GOODS SPECIFIED ABOVE, IN THE QUANTITIES SHOWN, AND WHERE REQUIRED, THE GOODS HAVE BEEN INSTALLED BY THE VENDOR"

DATE GOODS RECEIVED

SIGNATURE

CERTIFICATE OF ACCEPTANCE INTO FMS

DATE ACCEPTED BY FMS Barbara Markowitz

ACCO

VENDOR	VOUCHER	AGENCY FILE	INSPECTION	DELIVERY LOCATION	DELIVERY FINAL RECEIPT
☐	☐	☐	☐	☐	☐

THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE AGREEMENT

FISA FORM ACECF 203 (3/03)

AGREEMENT ACTION	AGREEMENT ID
CHECK ONE: ☒ NEW ☐ MODIFICATION ☐ CANCEL	AGCY CD ORDER NO. DO1 857 20212124439

DATE PREPARED (MO / DY / YR)	ACCTNG PERIOD (MO / YR)	DATE APPROVED (MO / DY / YR)	DATE SENT TO VENDOR (MO / DY / YR)	DELIVERY DATE (MO / DY / YR)	ORDER TYPE
12 / 29 / 20	06 / 21	01 / 05 / 21	01 / 05 / 21	01 / 04 / 21	☐ PG-REL. ORDER ☐ PG-BLANKET ORDER ☐ PO-PURCH. ORDER ☐ SI-SHIP INSTR

CONTRACT NUMBER	INSPECTION DIVISION TEL.# (CALL 24 HOURS PRIOR TO DELIVERY)	TERMS	PAGE
20201201246	212-323-1686	NET 30/GOODS	2 of 4

PAYEE / VENDOR INFORMATION

CODE 00012241651 **TEL.#** 718-626-3272
NAME STATE OF NEW YORK CORCRAFT

ATTENTION FRANK ROONEY
ADDRESS 550 BROADWAY

CITY, STATE & ZIP ALBANY, NY 12204-2802

DELIVER TO INFORMATION (24 Hr Notice Prior To Delivery)

AGENCY NYC OCME **RM.#**

ADDRESS 421 EAST 26TH STREET 1ST FLOOR

CITY, STATE & ZIP NEW YORK, NY 10016

ATTENTION RECEIVING UNIT **TEL.#** (212)-323-1686

INVOICE TO INFORMATION (If Same as Delivery, Indicate "Same")

AGENCY NYC OCME C/O NYC DOHMH **RM.#**

ADDRESS P.O. BOX 8400, CN 42
LONG ISLAND CITY

CITY, STATE & ZIP QUEENS, NY 11101-8400

ATTENTION CONTROLLER (OFM) **TEL.#** (212) 323-1716
OCMEINVOICEiNTAKE@HEALTH.NYC.GOV

BFY	DETAIL FUND	DETAIL AGENCY	U / A	BUDGET CODE	DETAIL OBJECT	SUB. OBJ.	REPORTING CATEGORY	CAPITAL PROJECT ID	FUNCTION	ORG	SUB ORG	ACTIVITY
21	001	816	116	6133	107		A29000					

REFERENCE REQUISITION 21R0896 **LINE #** **LINE AMOUNT $** **REFERENCE CODE** 2124439 ☐ INC ☐ DEC

ITEM #	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	$ UNIT PRICE	$ LINE AMOUNT
		Contact: Asya Magnus 347-386-9754 OCME'S ACCOUNT NUMBER: NA DELIVERY TERMS: WITHIN 30 - 60 BUSINESS DAYS AFTER RECEIPT OF THIS PURCHASE ORDER THE SHIPMENT AGAINST THIS PURCHASE ORDER MUST NOT EXCEED THE DOLLAR AMOUNT OF THIS PURCHASE ORDER. OCME IS NOT RESPONSIBLE TO PAY ON DELIVERIES WHICH EXCEED THE DOLLAR AMOUNT FOR THIS PURCHASE ORDER. ALL PACKING SLIPS MUST BE ON THE OUTSIDE OF THE BOX AND INDICATE THE CURRENT PURCHASE ORDER Continued on next page...			

COMMENTS

TOTAL ORDER AMOUNT $

VENDOR INSTRUCTIONS

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DELIVERIES THE FOLLOWING MUST APPEAR ON EACH PACKAGE.

PURCHASE ORDER #, SI #, (if any) IDENTIFICATION OF CONTENTS AND QUANTITY. A PACKING SLIP MUST ACCOMPANY EACH DELIVERY, UNLESS OTHERWISE SPECIFIED IN THE ORDER, PRICES INCLUDE DELIVERY UNLOADED, INSIDE AND ASSEMBLED, AGENCY REQ. ID & PURCHASE ORDER ID # MUST BE SHOWN ON ALL INVOICES.

INVOICES IN PENCIL NOT ACCEPTABLE

AGENCY APPROVAL

PREPARED BY — PROCURMENT ANALYST (TITLE)

APPROVED BY — Deputy ACCO/Purchase Director (TITLE)

NOTE ALONGSIDE ANY ITEM WHERE TOTAL QUANTITY DELIVERED DIFFERS FROM QUANTITY ORDERED, CROSS OUT QUANTITY ORDERED AND WRITE IN TOTAL QUANTITY DELIVERED.

DELIVERY / INSPECTION CERTIFICATIONS

"I HAVE RECEIVED THE GOODS SPECIFIED ABOVE, IN THE QUANTITIES SHOWN, AND WHERE REQUIRED, THE GOODS HAVE BEEN INSTALLED BY THE VENDOR"

DATE GOODS RECEIVED

SIGNATURE

CERTIFICATE OF ACCEPTANCE INTO FMS

DATE ACCEPTED BY FMS Barbara Markowitz

ACCO

VENDOR	VOUCHER	AGENCY FILE	INSPECTION	DELIVERY LOCATION	DELIVERY FINAL RECEIPT
☐	☐	☐	☐	☐	☐

THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE AGREEMENT

FISA FORM ACECF 203 (3/03)

AGREEMENT ACTION	AGREEMENT ID
CHECK ONE: ☒ NEW ☐ MODIFICATION ☐ CANCEL	AGCY CD ORDER NO. DO1 857 20212124439

DATE PREPARED (MO / DY / YR)	ACCTNG PERIOD (MO / YR)	DATE APPROVED (MO / DY / YR)	DATE SENT TO VENDOR (MO / DY / YR)	DELIVERY DATE (MO / DY / YR)	ORDER TYPE
12 / 29 / 20	06 / 21	01 / 05 / 21	01 / 05 / 21	01 / 04 / 21	☐ PG-REL. ORDER ☐ PG-BLANKET ORDER ☐ PO-PURCH. ORDER ☐ SI-SHIP INSTR

CONTRACT NUMBER	INSPECTION DIVISION TEL.# (CALL 24 HOURS PRIOR TO DELIVERY)	TERMS	PAGE
20201201246	212-323-1686	NET 30/GOODS	3 of 4

PAYEE / VENDOR INFORMATION

CODE 00012241651 **TEL.#** 718-626-3272
NAME STATE OF NEW YORK CORCRAFT

ATTENTION FRANK ROONEY
ADDRESS 550 BROADWAY

CITY, STATE & ZIP ALBANY, NY 12204-2802

DELIVER TO INFORMATION (24 Hr Notice Prior To Delivery)

AGENCY NYC OCME **RM.#**

ADDRESS 421 EAST 26TH STREET 1ST FLOOR

CITY, STATE & ZIP NEW YORK, NY 10016

ATTENTION RECEIVING UNIT **TEL.#** (212)-323-1686

INVOICE TO INFORMATION (If Same as Delivery, Indicate "Same")

AGENCY NYC OCME C/O NYC DOHMH **RM.#**

ADDRESS P.O. BOX 8400, CN 42
LONG ISLAND CITY

CITY, STATE & ZIP QUEENS, NY 11101-8400

ATTENTION CONTROLLER (OFM) **TEL.#** (212) 323-1716
OCMEINVOICEiNTAKE@HEALTH.NYC.GOV

BFY	DETAIL FUND	DETAIL AGENCY	U / A	BUDGET CODE	DETAIL OBJECT	SUB. OBJ.	REPORTING CATEGORY	CAPITAL PROJECT ID	FUNCTION	ORG	SUB ORG	ACTIVITY
21	001	816	116	6133	107		A29000					

REFERENCE REQUISITION 21R0896 **LINE #** **LINE AMOUNT $** **REFERENCE CODE** 2124439 ☐ INC ☐ DEC

ITEM #	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	$ UNIT PRICE	$ LINE AMOUNT
		NUMBER. IF YOU HAVE ANY PROBLEMS WITH THIS PURCHASE AGREEMENT PLEASE CALL AWILDA JIMENEZ AT 212-323-1737. ALL INVOICES MUST HAVE THE CURRENT PURCHASE ORDER NUMBER FOR PROMPT PAYMENT. ALL VENDORS MUST REGISTER AT https://a127-pip.nyc.gov/ FOR PAYMENTS AND RELATED INFORMATION. ALL INVOICES MUST BE EMAILED TO: OCMEINVOICEINTAKE@HEALTH.NYC.GOV Continued on next page...				

COMMENTS

TOTAL ORDER AMOUNT $

VENDOR INSTRUCTIONS

THIS ORDER IS NOT VALID WITHOUT APPROVAL SIGNATURE.

DELIVERIES THE FOLLOWING MUST APPEAR ON EACH PACKAGE.

PURCHASE ORDER #, SI #, (if any) IDENTIFICATION OF CONTENTS AND QUANTITY, A PACKING SLIP MUST ACCOMPANY EACH DELIVERY, UNLESS OTHERWISE SPECIFIED IN THE ORDER, PRICES INCLUDE DELIVERY UN-LOADED, INSIDE AND ASSEMBLED, AGENCY REQ. ID & PURCHASE ORDER ID # MUST BE SHOWN ON ALL INVOICES.

INVOICES IN PENCIL NOT ACCEPTABLE

AGENCY APPROVAL

PREPARED BY — PROCURMENT ANALYST (TITLE)

APPROVED BY — Deputy ACCO/Purchase Director (TITLE)

NOTE ALONGSIDE ANY ITEM WHERE TOTAL QUANTITY DELIVERED DIFFERS FROM QUANTITY ORDERED, CROSS OUT QUANTITY ORDERED AND WRITE IN TOTAL QUANTITY DELIVERED.

DELIVERY / INSPECTION CERTIFICATIONS

"I HAVE RECEIVED THE GOODS SPECIFIED ABOVE, IN THE QUANTITIES SHOWN, AND WHERE REQUIRED, THE GOODS HAVE BEEN INSTALLED BY THE VENDOR"

DATE GOODS RECEIVED

SIGNATURE

CERTIFICATE OF ACCEPTANCE INTO FMS

DATE ACCEPTED BY FMS — Barbara Markowitz

ACCO

VENDOR ☐ | VOUCHER ☐ | AGENCY FILE ☐ | INSPECTION ☐ | DELIVERY LOCATION ☐ | DELIVERY FINAL RECEIPT ☐

THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE AGREEMENT

FISA FORM ACECF 203 (3/03)

DATE PREPARED	MO / DY / YR 12 / 29 / 20	**ACCTNG PERIOD**	MO / YR 06 / 21	**AGREEMENT ACTION** *CHECK ONE*	**AGREEMENT ID** AGCY CD DO1 / ORDER NO. 857 20212124439
DATE APPROVED	MO / DY / YR 01 / 05 / 21	**DATE SENT TO VENDOR**	MO / DY / YR 01 / 05 / 21	**DELIVERY DATE** MO / DY / YR 01 / 04 / 21	**ORDER TYPE** ☐ PG-REL. ORDER ☐ PG-BLANKET ORDER ☐ PO-PURCH. ORDER ☐ SI-SHIP INSTR
CONTRACT NUMBER	20201201246	**INSPECTION DIVISION TEL.#** *CALL 24 HOURS PRIOR TO DELIVERY*	212-323-1686	**TERMS**	NET 30/GOODS
				PAGE	4 of 4

AGREEMENT ACTION: ☒ NEW ☐ MODIFICATION ☐ CANCEL

PAYEE / VENDOR INFORMATION

CODE 00012241651 **TEL.#** 718-626-3272
NAME STATE OF NEW YORK CORCRAFT

ATTENTION FRANK ROONEY
ADDRESS 550 BROADWAY

CITY, STATE & ZIP ALBANY, NY 12204-2802

DELIVER TO INFORMATION (24 Hr Notice Prior To Delivery)

AGENCY NYC OCME **RM.#**

ADDRESS 421 EAST 26TH STREET 1ST FLOOR

CITY, STATE & ZIP NEW YORK, NY 10016

ATTENTION RECEIVING UNIT **TEL.#** (212)-323-1686

INVOICE TO INFORMATION (If Same as Delivery, Indicate "Same")

AGENCY NYC OCME C/O NYC DOHMH **RM.#**

ADDRESS P.O. BOX 8400, CN 42
LONG ISLAND CITY

CITY, STATE & ZIP QUEENS, NY 11101-8400

ATTENTION CONTROLLER (OFM) **TEL.#** (212) 323-1716
OCMEINVOICEiNTAKE@HEALTH.NYC.GOV

BFY	DETAIL FUND	DETAIL AGENCY	U / A	BUDGET CODE	DETAIL OBJECT	SUB. OBJ.	REPORTING CATEGORY	CAPITAL PROJECT ID	FUNCTION	ORG	SUB ORG	ACTIVITY
21	001	816	116	6133	107		A29000					

REFERENCE REQUISITION 21R0896 | **LINE #** | **LINE AMOUNT $** | **REFERENCE CODE** 2124439 | ☐ INC ☐ DEC

ITEM #	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	$ UNIT PRICE	$ LINE AMOUNT
		SHIPPING TERMS: IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NYC REQUIREMENT CONTRACT. VENDOR CONTACT: REYNOLD KNOWLES TELEPHONE: 800-436-6321 EMAIL: REYNOLD.KNOWLES@DOCCS.NYC.GOV or ORDERS.CORCRAFT@DOCCS.NY.GOV				

COMMENTS

TOTAL ORDER AMOUNT $ 4,180.00

VENDOR INSTRUCTIONS

THIS ORDER IS NOT VALID WITHOUT APPROVAL SIGNATURE.

DELIVERIES THE FOLLOWING MUST APPEAR ON EACH PACKAGE.

PURCHASE ORDER #, SI #, (if any) IDENTIFICATION OF CONTENTS AND QUANTITY. A PACKING SLIP MUST ACCOMPANY EACH DELIVERY, UNLESS OTHERWISE SPECIFIED IN THE ORDER, PRICES INCLUDE DELIVERY UNLOADED, INSIDE AND ASSEMBLED, AGENCY REQ. ID & PURCHASE ORDER ID # MUST BE SHOWN ON ALL INVOICES.

INVOICES IN PENCIL NOT ACCEPTABLE

AGENCY APPROVAL

PREPARED BY — TITLE: PROCURMENT ANALYST

APPROVED BY — TITLE: Deputy ACCO/Purchase Director

NOTE ALONGSIDE ANY ITEM WHERE TOTAL QUANTITY DELIVERED DIFFERS FROM QUANTITY ORDERED, CROSS OUT QUANTITY ORDERED AND WRITE IN TOTAL QUANTITY DELIVERED.

DELIVERY / INSPECTION CERTIFICATIONS

"I HAVE RECEIVED THE GOODS SPECIFIED ABOVE, IN THE QUANTITIES SHOWN, AND WHERE REQUIRED, THE GOODS HAVE BEEN INSTALLED BY THE VENDOR"

DATE GOODS RECEIVED

SIGNATURE

CERTIFICATE OF ACCEPTANCE INTO FMS

DATE ACCEPTED BY FMS — Barbara Markowitz

ACCO

NYCG - Small Purchase Terms & Conditions for Goods

INSTRUCTIONS TO AGENCY	ATTACH THE FOLLOWING: (1) MACBRIDE PRINCIPLES RIDER; AND (2) IRAN DIVESTMENT ACT COMPLIANCE RIDER AND BIDDER'S CERTIFICATION.
GENERAL	These terms and conditions constitute a binding agreement between the successful Bidder and the New York City Agency conducting the solicitation. All Bids are subject to the following terms and conditions unless modified in the solicitation or in this Contract.
DEFINITIONS	The following definitions shall apply to this Contract:
1	"Acceptance" by the City means a written acknowledgement that the goods furnished and delivered and/or services related thereto meet Contract requirements.
2	"Administrative Code" means the New York City Administrative Code.
3	"Agency" means the City agency that is conducting the solicitation and will enter into this Contract on behalf of the City.
4	"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.
5	"Bid" means a bid submitted by a Bidder.
6	"Bidder" means the person, firm, company, or other entity who submits a Bid in response to the solicitation for the furnishing and delivery of goods and/or the provision of services related thereto to the City. The term "Bidder" also refers to a person, firm, company, or other entity awarded this Contract resulting from the solicitation.
7	"City" means the City of New York, acting by and through the Agency.
8	"Commissioner" means the Commissioner of the Agency.
9	"Comptroller" means the Comptroller of the City of New York.
10	"Contract" includes the invitation for bids, instructions to bidders, the Bid and schedule of quantities and prices, drawings and specifications, together with the purchase order or other contract documents, this Special Instructions to Bidders Contract Specific Terms and Conditions, and any change orders or modifications.
11	"Procurement Policy Board" or "PPB" means the board established pursuant to City Charter Section 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.
12	"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"), Section 1-01 et seq.
13	"State" means the State of New York.
BID SUBMISSION.	Any Bid received after the time and date set for receipt of bids is late and may be rejected in its entirety.
1. "OR EQUAL" BIDDING	When a bid standard or equal is specified, Bidder may offer an article that it certifies to be equal and must submit proof, with its Bid, that the article is equal in quality, performance and other essentials required to furnish the bid standard. If Bidder fails to name a substitute, it will be required to furnish the bid standard. The Agency shall determine, in its sole discretion, whether the bid standard has been met.
2. PRICING	Bidder shall insert unit price and extension against each item. In case of a discrepancy, the unit price shall govern. Bids must be typewritten or written legibly in blue or black ink. Any erasure(s) or alteration(s) to Bidder-provided information shall be initialed by the signer in ink, or the Bid may be rejected in its entirety.
3. SAMPLES	If the solicitation indicates that sample(s) and/or drawing(s) of any item are required of the Bidder, for inspection and/or testing to ensure compliance with the specifications of the solicitation, a written request shall be submitted by the Agency and the Bidder shall submit the sample(s) and/or drawing(s) free of charge to the attention of the Agency, as specified in the written request. When sample(s) and/or drawing(s) are no longer required, the Bidder shall remove them at the Bidder's expense. Sample(s) and/or drawing(s) not removed within thirty (30) days after written notice to do so shall be deemed abandoned by the Bidder and the City shall have the right to dispose of them as its own property. The City will not be responsible for the destruction of or damage to a sample(s) and/or drawing(s) during examination.
4. NEW AND UNUSED GOODS	Unless otherwise stated in writing by the City, deliveries must consist only of new and unused goods.
AWARD	This Contract will be awarded to the responsive and responsible Bidder who submits the lowest Bid.

1. LOW TIE BIDS	Low tie bids will be decided by the ACCO in his or her sole discretion, which may be exercised in the manner described in Section 3-02(p) of the PPB Rules.
2. NON-RESPONSIVE BIDS	A Bid that does not conform to the requirements in the solicitation will be considered non-responsive and may not be accepted.
3. DISCOUNT	Trade discounts will be a factor in determining the award. Cash discounts will not be a factor in determining awards but may be considered in tie bids.
4. ITEM AND CLASS AWARDS	Items may be combined and awarded as a group to achieve a savings in ultimate cost by reducing the number of orders to be issued. When class bids are indicated, the Bidder must bid on every item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise, the bid for the class will be construed as incomplete.
DELIVERY AND INSPECTION	Delivery and inspection shall include:
1. F.O.B. DELIVERY POINT	All prices bid must be F.O.B. delivery point, unloaded, inside and assembled, unless otherwise specified by the City.
2. FOREIGN GOODS	If offering foreign goods, the Bidder must mark it as such and provide the country of origin.
3. LABELS	The original, unmutilated label or marking of the manufacturer must be securely affixed to all goods that are customarily labeled or identified.
4. CONTAINERS AND REELS	Delivery containers and reels become the property of the City unless otherwise specified. If it is specified that delivery containers and reels will not become the property of the City, they shall be promptly removed after delivery and disposed of in accordance with all applicable laws, rules and regulations by the Bidder at no cost to the City. Delivery containers and reels not removed within fourteen (14) days by the Bidder after written notice from the City shall be deemed abandoned and the City shall have the right to dispose of them as its own property at the Bidder's expense.
5. DELIVERY	"(a) Delivery shall be made between 9:00 A.M. and 3:30 P.M. Monday through Friday, or as otherwise indicated by the City. Deliveries scheduled on a holiday shall instead be made on the following business day. (b) Delivery time shall be computed in calendar days from the later of the printed date that the purchase order was accepted into the City's Financial Management System or that indicated as the mailing date, or as otherwise provided in this Contract."
6. DELIVERY DELAY	"(a) If the Bidder cannot make delivery by the due date because of any fault of the City, it shall notify the ACCO in writing before the due date and the ACCO may grant the Bidder an extension of time. (b) If the delayed delivery is occasioned through no fault of the City or the Bidder, the Bidder shall notify the ACCO in writing before the due date and the ACCO may grant the Bidder an extension of time; or the ACCO may, in his or her discretion, obtain the items elsewhere without liability to the City or to the Bidder."
7. INSPECTION	The City shall have the right to inspect the goods at the delivery point and/or at any other place it may select. Inspection shall in no way be deemed a waiver by the City of any right to later reject, revoke acceptance or recover damages for goods accepted which are not in fact free from defects, or a waiver of the Bidder's obligation to deliver conforming goods. The City reserves the right to inspect the premises where the goods are manufactured, prepared or stored.
8. RISK OF LOSS	Title and risk of loss shall not pass from the Bidder to the City until the goods have been received at the delivery point and accepted by the City. The Bidder bears the risk of loss of all goods until inspected and accepted. If acceptance is revoked, the Bidder bears the risk of loss thereafter.
9. REJECTED GOODS	The following goods will not be accepted by the City:
(a) NON-CONFORMING GOODS	"The Agency may revoke acceptance of or reject any goods which, upon examination, are found not to meet the specification requirements. Upon written notification of rejection from the Agency, non-conforming goods shall be removed immediately by the Bidder and replaced with conforming goods, at no cost or expense to the City. The City shall have the right to dispose of rejected goods left longer than thirty (30) days, at no cost or liability to the City, and the Bidder shall have no right of action for damages or any right to an accounting therefor."
(b) FOODSTUFFS AND DRUGS	No written notice of rejection needs to be given for rejection of foodstuffs and drugs by the City. Unless otherwise directed, the Bidder, on oral notice from the Agency, shall immediately remove and replace rejected foodstuffs and drugs, at no cost or expense to the City. The City may, in its sole discretion, immediately dispose of rejected foodstuffs and drugs as its own property.
(c) LIFE & HEALTH HAZARDS	Any food, drug, or other commodity found by the Agency to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Bidder until it has been examined by the appropriate governmental authority. If condemned, the commodity shall be disposed of as provided by law, at no cost or expense to the City.

10. NON-DELIVERY OR REJECTION	If the Bidder fails to make delivery within the time specified or if the delivery is rejected, the City may obtain the goods from other sources under the buy-against procedure set forth herein.
PAYMENT	The City will make every effort to pay invoices within thirty (30) days after receipt of proper invoice in accordance with the prompt payment provisions of the PPB Rules and after acceptance of the goods. Any cash discounts or claims by or on behalf of the City against the Bidder may be deducted by the City from any money due to the Bidder.
1. BUY-AGAINST PROCEDURE	In the event the Bidder fails to perform in accordance with this Contract and there is a continued need for the goods, an Agency may obtain the required goods from a successor bidder. If the new purchase price to obtain the goods from other sources exceeds the Bidder's order price, the City shall charge the non-performing Bidder the excess cost, the cost of reletting the order and, where applicable, liquidated damages. If the new purchase price is less than the order price, the non-performing Bidder shall have no claim to the difference in price, and the reletting cost and any applicable liquidated damages shall be charged against the non-performing Bidder. All such charges against a non-performing Bidder shall be deducted from money that is due or shall become due to the non-performing Bidder from the City. In the event that there is no money due to the non-performing Bidder, the non-performing Bidder shall pay the amount of the charges to the City.
2. RECORDS	The Bidder agrees to maintain separate and accurate books, records, documents and other evidence ("books and records"), and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. The Bidder agrees to retain all books and records, relevant to this Contract, including those required pursuant to the foregoing sentence for six (6) years after the final payment or expiration or termination of this Contract, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning this Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.
3. AUDIT	This Contract and all books and records required to be maintained or retained pursuant to this Contract, including all vouchers or invoices presented for payment and the books and records 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 Agency, and the Agency's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. The Bidder shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Agency and by the Comptroller in the exercise of his or her powers under law.
4. ELECTRONIC FUNDS TRANSFER	This Section 4 (Electronic Funds Transfer) is applicable if this Contract is for more than $25,000.
(a)	In accordance with Section 6-107.1 of the Administrative Code, the Bidder agrees to accept payments under this Contract 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 Contract, the Bidder shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the City or at http://www.nyc.gov/dof in order to provide the Commissioner of the Department of Finance with information necessary for the Bidder 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 Bidder shall constitute full satisfaction by the City for the amount of the payment under this Contract. The account information supplied by the Bidder to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.
(b)	The Commissioner may waive the application of the requirements herein to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements herein 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 interest of the City.
REPRESENTATIONS AND WARRANTIES	The Bidder represents and warrants the following:
1. WARRANTIES AND GUARANTEES	The Bidder shall issue or obtain all manufacturers' warranties and guarantees of all equipment and materials required by this Contract in the name of the City, unless otherwise agreed by the parties, and deliver such with the invoice.

2. PROCUREMENT OF CONTRACT	"(a) The Bidder represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Bidder) has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Bidder may retain consultants to draft bids, negotiate contracts, and perform other similar services. The Bidder further represents and warrants that no payment, gift, or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Bidder makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution of this Contract. (b) For any breach or violation of the representations and warranties set forth in Section 2(a) above, the Commissioner shall have the right to annul this Contract without liability, entitling the City to recover all monies paid to the Bidder; and the Bidder shall not make claims for, or be entitled to recover, any sum or sums due under this Contract. The rights and remedies of the City provided in this Section 2 (Procurement of Contract) are not exclusive and are in addition to all other rights and remedies allowed by law or under this Contract."
3. CONFLICTS OF INTEREST	(a) The Bidder represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Contract. The Bidder further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Bidder in the performance of this Contract.
(b)	Consistent with New York City Charter ("City Charter") Section 2604 and other related provisions of the City Charter, the Administrative Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Contract. This Section 3(b) shall not prevent directors, officers, members, partners, or employees of the Bidder from participating in decisions relating to this Contract where their sole personal interest is in the Bidder.
(c)	The Bidder 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 Bidder if such employment or service would violate Chapter 68 of the City Charter.
INDEMNIFICATION	The Bidder shall indemnify the City as follows:
1. GENERAL INDEMNIFICATION	The Bidder shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even of the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of the operations of the Bidder and/or its subcontractors or in any way relating to this Contract to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Contract or applicable law. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Bidder, the City shall be partially indemnified by the Bidder to the fullest extent permitted by law.
2. INFRINGEMENT	The Bidder shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of any infringement of any patent, copyright, trade secrets, trademark or any other property or personal right of any third party by the Bidder and/or its subcontractors in the performance of this Contract. The Bidder shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Contract specifications and/or scope of services. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Bidder, the City shall be partially indemnified by the Bidder to the fullest extent permitted by law.
3. WITHHOLDING PAYMENT	In the event that any claim is made or any action is brought against the City for which the Bidder may be required to indemnify the City pursuant to this Contract, the City shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the said claim or action.
COMPLIANCE WITH LAWS	The Bidder shall comply with all local, state and federal laws, rules and regulations applicable to the goods furnished and delivered and/or services related thereto provided under this Contract.
1. PPB RULES	This Contract is subject to the provisions of the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Contract, the PPB Rules shall take precedence.
2. EEO AND NON-DISCRIMINATION	This Contract is subject to all applicable provisions of federal, State and local laws, and rules and regulations promulgated pursuant thereto, relating to equal employment opportunity and non-discrimination, including but not limited to, the following, as applicable:
(a)	As required by Section 6-123 of the Administrative Code, the Bidder shall not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Administrative Code. The Bidder shall include a provision in any contract with a first-level subcontractor supplying goods and/or services related thereto under this Contract for an amount in excess of $50,000 that such subcontractor shall not engage in any such unlawful discriminatory practice.
(b)	The Bidder agrees to comply with Section 220-e, subdivisions (a) through (e), of the New York Labor Law.

(c)	"Pursuant to Section 6-108 of the Administrative Code, the Bidder agrees that: i. It shall be unlawful for any person 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. ii. It shall be unlawful for any person or any servant, agent or employee of any person, described in paragraph (i) 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."
(d)	If this Contract is funded in whole or in part by federal or State funds, the Bidder shall meet the standards and applicable legal requirements relating to equal opportunity and non-discrimination of the funding source.
3. INTERNATIONAL BOYCOTT	"This Section 3 (International Boycott) is applicable if this Contract is for more than $5000. (a) The Bidder agrees that neither the Bidder 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 l979, as amended, 50 U.S.C. Appendix Section 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 Bidder or a substantially owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Contract. (c) The Bidder shall comply in all respects with the provisions of Section 6 -114 of the Administrative Code and the rules issued by the Comptroller thereunder."
4. MACBRIDE PRINCIPLES	This Section 4 (MacBride Principles) is applicable if this Contract is for more than $10,000. It does not apply if the Bidder is a not-for-profit corporation. If this Section 4 is applicable to this Contract, the MacBride Principles Provisions for New York City Contractors Rider is attached hereto and made a part hereof.
5. IRAN DIVESTMENT ACT	This Section 5 (Iran Divestment Act) is applicable if this Contract is for more than $5000. If this Section 5 is applicable to this Contract, the Iran Divestment Act Compliance Rider and Bidder's Certification are attached hereto and made a part hereof.
6. PAID SICK LEAVE LAW	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. Bidder may be required to provide sick time pursuant to the PSLL codified at Title 20, Chapter 8, of the Administrative Code.
Do Not Use	extra space
CHOICE OF LAW; FORUM	This Contract shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Bidder, 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. The Bidder agrees that any and all claims asserted by or against the City arising under or related to this Contract shall be solely heard or determined either in the Federal or State courts located in the City and County of New York.
SPECIAL PROVISIONS	Special provisions to this Contract shall include the following:
1. MODIFICATION	Changes may only be made to this Contract as duly authorized by the City. If the Bidder deviates from the requirements of this Contract without a duly approved written change order or written contract modification or amendment, the Bidder does so at its own risk.
2. WAIVER	Waiver by the City of a breach of any provision of this Contract shall not be deemed a waiver of any other breach and shall not be construed to be a modification of this Contract unless and until the same shall be agreed to in writing by the City.
3. ASSIGNMENTS	No assignment of this Contract shall be valid without the prior written consent of the ACCO, or his or her designee.
4. SALES AND OTHER TAXES	Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed. The purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

5. TERMINATION	"(a) Upon ten (10) days' prior written notice to the Bidder, the City may terminate or suspend this Contract, in whole or in part, without cause where the City deems it to be in the interest of the City. If the City terminates this Contract without cause, the City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date, but will pay the Bidder for the satisfactory provision of goods and/or services related thereto in accordance with this Contract prior to the termination date. Under no circumstances will the City pay the Bidder for anticipatory or lost profits. (b) Upon ten (10) days' prior written notice to the Bidder or such shorter notice as the ACCO may determine, the City may terminate or suspend this Contract, in whole or in part, for cause upon (i) a breach by the Bidder of a material term or condition of this Contract, including unsatisfactory performance, or (ii) insolvency or the commencement of any proceeding by or against the Bidder, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Bidder for the benefit of creditors. The notice of termination for cause shall state the grounds for termination. Termination will not be effective if the ACCO determines that the grounds for termination have been fully cured by the Bidder prior to the end of the ten (10) day period."
6. DISPUTE RESOLUTION	All disputes between the City and the Bidder that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of the PPB Rules, Section 4-09. The procedure for resolving all such disputes set forth in Section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this Section 6 (Dispute Resolution) and Section 4-09 of the PPB Rules 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.
7. CLAIMS AND ACTIONS	"(a) Any claim against the City or the Agency based on this Contract or arising out of this Contract that is not subject to dispute resolution under the PPB Rules or this Contract shall not be made or asserted in any legal proceeding, unless the Bidder shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Contract. (b) No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Contract, or within six (6) months of the termination or expiration of this Contract, or within six (6) months after the accrual of the cause of action, whichever first occurs."
8. GENERAL RELEASE	The acceptance by the Bidder or its assignees of the final payment under this Contract 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 Bidder, of which the Bidder was aware or should reasonably have been aware, arising out of the performance of this Contract, including the goods furnished and delivered hereunder and/or the provision of services related thereto, 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.
9. NOTICE	The Bidder and the Agency hereby designate the business address specified in this Contract as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed.
10. SEVERABILITY	If any provision of this Contract is held unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect.
11. INVESTIGATIONS CLAUSE	The Bidder shall comply with the following:
(a)	The Bidder agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
(b)	"(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, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, 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)	"(1) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify. (2) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to 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 (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or (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 Contract, 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 (e)(1) and (e)(2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (e)(3) and (e)(4) below, in addition to any other information that may be relevant and appropriate:
(e) 1	The party's good faith efforts 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.
(e) 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.
(e) 3	The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
(e) 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)	"The following definitions shall apply to this Section 11 (Investigations Clause): (1) The term ""license"" or ""permit"" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right. (2) The term ""person"" as used herein 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 herein 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 herein 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 Contract, the Commissioner or agency head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event the Bidder 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 Contract by the Bidder, or affecting the performance of this Contract.

PO number: 2124439
Supplier: 00012241651 - STATE OF NEW YORK CORCRAFT
Currency:
Copy: COPY 1

LINE	ITEM CODE	QUANTITY	UNIT	OBJECT CODE	BUDGET CODE	CHARGED	SUBTOTAL	TOTAL FEDE	TOTAL STAT	TOTAL
1	[ONE-OFF]	500.00	EACH	107	6133	100.00%	4180.00	0.00 (0.00%)	0.00 (0.00%)	4180.00
						PO TOTAL:	**4180.00**	**0.00**	**0.00**	**4180.00**

*** End of report ***

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NEW YORK STATE | Corrections and Community Supervision

Corcraft PRODUCTS

ANDREW M. CUOMO
Governor

ANTHONY J. ANNUCCI
Acting Commissioner

December 2, 2020

Ms. Asya Magnus, Assistant Director
N YC Office of the Chief Medical Examiner
Mortuary and Transportation Services
421 East 26th. Street, 10th. Floor
New York, NY 10016

Dear Ms. Magnus,

We are submitting our proposal to furnish the Corcraft product(s):

Item Number	Product Description	Qty.	Unit Price	Total Price
COFFIN2	Coffin Shook, Infant (Small) 20"l X 7"w X 6"h. Plywood Construction w/Reinforced Cleats	500	$8.36	$4,180.00

Pricing includes dock delivery and a five (5) percent discount in accordance with NYC DCAS contract #20201201246. Please allow approximately 30-60 days A.R.O. for delivery. When ordering, please include a copy of this proposal letter and its attachments with an authorized purchase order.

When ordering, please include a copy of this proposal letter and its attachments with an authorized purchase order. **Should you choose to e-mail your purchase order, please forward it to:** Orders.Corcraft@DOCCS.NY.Gov

Very truly yours,

Reynold Knowles
Sales Representative