

PURCHASE ORDER

20202026119

Expense Order against requirement contract

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Order Title CORCRAFT CATALOG AND STOREHOUSE ITEMS

DATE PREPARED 03/16/2020
DATE APPROVED 03/17/2020
DATE SENT TO VENDOR
DELIVERY DATE
ORDER TYPE Blanket Order
ORDER ACTION Modification Amount

AGENCY CODE 816
CONTRACT NUMBER 20131201816 **Bid** 900492
AGENCY REFERENCE NUMBER 020R0569AA
AGENCY REFERENCE CODE 20R0569AA
CLIPS PO NUMBER 2026119 A **Batch** 922736
ORDER AMOUNT \$(799.43)

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 NY 10016
TEL.# (212) 323-1686
ATTN. RECEIVING DEPARTMENT

INVOICE TO INFORMATION

AGENCY HEALTH AND MENTAL HYGIENE
P.O. BOX 8400 CN42
L.I.C. NY 111018400
TEL.# (212) 323-1716
ATTN. AUDITS AND ACCOUNT

ID	BFY	DETAIL FUND	U / A	BUDGET CODE	DETAIL OBJECT	SUB OBJ.	REPORTING CATEGORY	AGENCY	LINE AMOUNT
1	20	001	116	6160	314		A29000	816	(\$799.43)

TOTAL AMOUNT: (\$799.43)

THIS IS A MODIFICATION TO DECREASE THIS PURCHASE ORDER TO A ZERO BALANCE, AS REQUESTED IN REQUISITION 20R1141. THE ITEMS WERE DELIVERED AFTER THE RC EXPIRATION DATE.

A NEW AGREEMENT WILL BE PUT IN PLACE FOR THE PAYMENT OF ITEM(S) RECEIVED VIA THIS AGREEMENT.

ALL OTHER TERMS and CONDITIONS REMAIN UNCHANGED.

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 Michelle Jordan
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 03/17/2020
Certified By Benjulkys Martinez

DMSS Approval Required

Buyer: Dawn Smith 3/17/2020

CERTIFICATE OF ACCEPTANCE INTO FMS

Date Accepted By FMS 3/17/2020

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, un mutilated 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 retelling 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 retelling 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 or 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 a 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 not be limited to:
 - (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(a) 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 may 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, or 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 obtainment of this Contract by the Contractor, or affecting the performance of this Contract.