

REQUEST FOR PROPOSALS
FOR
THE FIRE PREVENTION SYSTEM
AT
BATTERY PARKING GARAGE
56 GREENWICH STREET NEW YORK, NY

Solicited By: LAZ Parking
New York & New Jersey,
LLC 333 West 39th Street
Suite 602 New York, NY
10018

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Section One: Introduction

LAZ Parking New York & New Jersey LLC

LAZ Parking is now accepting proposals for the Maintenance and Repair of the Fire Prevention System at the Battery Parking Garage for a duration of 3 years with the option to extend to 5 years.

LAZ offers opportunities for firms through a public solicitation known as a "Request for Proposals" (RFP). LAZ's objective in issuing an RFP is to publicly offer and promote specified competitive bids or proposals. The goal of the RFP process is to attract strong and viable proposals.

LAZ's selection criteria include the financial strength, demonstrated management expertise, business plan and track record of the Consultant, as well as the bid or offer. The RFP, therefore, requires the completion of an extensive application.

The *Contractor's Qualification Statement* (CQS) must be filled out completely; an incomplete CQS will be returned and may disqualify a proposal.

Section Two: Request for Proposals-Rules & Regulations

The Property: This RFP booklet is accompanied by the *Scope of Work* to be performed at the Battery Parking Garage.

Due Date: Each proposal must contain three (3) copies of all Submission Documents described on the next page. The proposal must be delivered in a sealed envelope to LAZ's New York office on or before July 9th, 2021 at 5:00 pm, (the "Deadline") at which time they shall be opened in the presence of MTA/B&T contract manager or another authorized designee. Envelopes must be addressed as follows:

LAZ Parking NY/NJ LLC
Attn: Salik Syed
Battery Parking Engineering Survey
333 West 39th Street Suite 602
New York, NY 10018

Submission Proposals must include the following:

Requirements:

1. A complete *Contractor's Qualification Statement*
2. Fully executed *Bid Guarantee*
3. Proposed Contract
4. A description of the method of work
5. A description of the time to complete the work.
6. A proposal of the cost of the work
7. A proposal of the cost of maintaining and servicing the fire system over a three (3) year period.

Proposal Bid: If the Consultant selected for an award fails to execute a signed contract based on the terms submitted in the proposal, LAZ can cancel or withdraw the notice of award without further obligation.

Withdrawal of After the deadline, proposals shall be considered an offer and
Proposals: may not be withdrawn until at least 90 days after the deadline as specified.

Site Visit: June 16th at 10:00 AM. Meet in the lobby of the Battery Parking Garage at 70 Greenwich Street in lower Manhattan. Final questions are due no later than June 23rd , at 3 pm.

All Consultants are encouraged to attend and may bring a project engineer familiar with the scope of work. After the deadline, proposals shall be considered an offer and may not be withdrawn until at least 90 days after the deadline as specified.

Selection Criteria: LAZ shall consider the following criteria in evaluating proposals:

- 8. Business Experience:** Appropriateness will be evaluated based on length of experience and areas and levels or responsibilities.
 - 9. Financial Qualifications:** The creditworthiness of the Consultant will be evaluated to assure LAZ that the Consultant can handle the scope of work in a timely manner.
 - 10. Cost of Maintenance and Repair of the Fire Prevention System.**
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- Conditions:**
1. A confidentiality agreement will be required for receipt of all plans which shall remain the exclusive property of MTA/TBTA.
 2. Once submitted, a proposal becomes the property of LAZ and constitutes an offer by the Consultant that may not be revoked until the 90th day after the deadline, and thereafter only in writing. No proposal shall be deemed granted and no rights whatsoever shall accrue to the Consultant or any other person against LAZ or any affiliate or subsidiary thereof, nor shall there be deemed to be an executed contract for any project unless and until a fully executed contract is delivered to the consultant.
 - 1. Insurance:** Please see the section of this booklet entitled "Type of Insurance Required by the Successful Bidder" for all insurance requirements.
 - 2. Termination:** LAZ reserves the right to terminate the Contract.

Non-Discrimination:

LAZ will not discriminate against any person based on race, creed, color, national origin, sex, age, handicap, or marital status in accepting, reviewing, and evaluating proposals.

Section Three: Type of Insurance Required by the Successful Bidder

I. Insurance. Consultant shall maintain, at its sole expense:

- A. Workers' Compensation Insurance including Employer's Liability. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this Agreement is to be performed.
- A. Commercial General Liability Insurance including Products/Completed Operations coverage and Contractual Liability coverage, with a Combined Single Limit of at least \$2,000,000 per Occurrence for Bodily Injury and Property Damage. Such insurance shall (1) be underwritten by insurers acceptable to LAZ; (2) name LAZ Parking New York/New Jersey LLC., Metropolitan Transportation Authority, Metropolitan Transportation Authority Bridges And Tunnels, City and State of New York and their subsidiaries and their officers, directors and employees as additional insureds (the "Insured's") for the full policy limit; (3) provide for a waiver of subrogation with respect to any additional insured's; (4) specifically state the indemnification agreement of this contract is insured as a contractual obligation for the insurer; and (5) provide that the insurer shall give LAZ at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any adverse change, or any cancellation or non-renewal of such insurance and that any adverse change, cancellation or non-renewal shall not apply to the interest of the additional insured for sixty (60) days following receipt of such notice.
- B. Automobile Liability Insurance with a Combined Single Limit of at least \$1,000,000 per occurrence for bodily Injury and Property Damage. Such insurance shall be (1) underwritten by insurers acceptable to LAZ; (2) name the Insured; (3) apply to any automobile; and (4) provide that the insurer will provide LAZ with at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any cancellation or non-renewal of such insurance. Such notice to be given by certified mail, return receipt requested to the address(es) herein below set forth.

The Consultant will provide LAZ with a Certificate of Insurance evidencing the maintenance of the insurance required above. The Certificate of Insurance shall (1) show the total limit of liability of all policies; (2) reference this contract on the Certificate of Insurance; and (3) be signed by an authorized representative of the insurance carrier.

NOTIFICATION LIST OF CERTIFICATES OF INSURANCE POLICY

II. Notice: Any notice to be served pursuant to this contract shall be delivered by either (i) personal delivery or (ii) U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to LAZ Parking:

LAZ Parking New York/New Jersey LLC.
333 West 39th Street Suite 602
New York, NY 10018
Attn: Salik Syed, Senior Facilities Manager

With a copy to:

LAZ Parking LLC.
One Financial Plaza, 14th Floor
Hartford, CT 06103
Attn: Insurance Compliance and Contract Administrator

And:

Metropolitan Transportation Authority
2 Broadway, 21st Floor,
New York, NY 10004
Attention: Director, Risk Management

Section Four: Contractor's Qualification Statement

SUBMITTED TO:

SUBMITTED BY:

Firm:

Address:

City:

State:

PROJECT:

Zip:

Phone:

HAS FIRM EVER WORKED FOR THIS OWNER ON OTHER PROJECTS?

Yes ☐

No ☐

TYPE OF FIRM:

- ☐ Corporation ☐ Partnership ☐ Individual ☐ Other (provide explanation)
- ☐ Closed Shop ☐ Open Shop ☐ Minority Business Enterprise
- ☐ Woman Owned Business Enterprise

Type of MBEWBE certification: _____

If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s): _____

Secretary's name: _____

Treasurer's name: _____

If your organization is a partnership, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partner(s): _____

If your organization is individually owned, answer the following:

Date of organization: _____

Name of Owner: _____

Years in business as Contractor under present firm name: _____

Under what other or former names has your organization operated?

Number of Employees: _____ Office: _____ Field: _____

TYPE OF WORK:

Structural Restoration	<input type="checkbox"/>	Masonry Restoration	<input type="checkbox"/>
Waterproofing/Roofing	<input type="checkbox"/>	Other	<input type="checkbox"/>
General Construction	<input type="checkbox"/>		

(Please specify) _____

PROJECT MANAGERS, FIELD SUPERINTENDENTS AND CONSTRUCTION EXPERIENCE:

Name:	Title	Yrs. w/ Firm	Yrs. Experience

(use explanations section for additional space if needed)

OFFICERS, PARTNERS OR OWNERS AND CONSTRUCTION EXPERIENCE:

Name:	Title	Yrs. w/ Firm	Yrs. Experience
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FIVE LARGEST STRUCTURAL RESTORATION AND WATERPOOFING PROJECTS COMPLETED IN LAST FIVE YEARS:

Project	Owner's Representative & Phone Number	Contract Amount
		\$
		\$
		\$
		\$
		\$

FIVE LARGEST PROJECTS COMPLETED IN LAST FIVE YEARS:

Project	Owner's Representative & Phone Number	Contract Amount
		\$
		\$
		\$
		\$
		\$

Average annual billing for last five years: \$

Last year's billing: \$

Last year’s billing for structural concrete repairs and waterproofing: \$

Average annual billing for structural concrete repairs and waterproofing: \$

MAJOR PROJECTS UNDER CONTRACT:

Project	% Complete & Completion Date	Arch/Engr	Contract Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total projects under contract: (including those not listed above)			\$

CURRENT PROJECTS ON WHICH FIRM IS A CANDIDATE FOR CONTRACT AWARD:

HAS FIRM EVER FAILED TO COMPLETE A CONTRACT?

Yes ☐ No ☐

HAS ANY OFFICER, PARTNER OR OWNER OF FIRM EVER BEEN AN OFFICER, PARTNER OR OWNER OF ANOTHER FIRM WHEN IT FAILED TO COMPLETE A CONTRACT?

Yes ☐ No ☐

HAS FIRM HAD ANY SUB-CONTRACTOR FAIL TO COMPLETE A CONTRACT IN LAST FIVE YEARS?

Yes ☐ No ☐

ARE THERE ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDING OR SUITS PENDING OR OUTSTANDING AGAINST FIRM OR ITS OFFICERS?

Yes ☐ No ☐

HAS FIRM BEEN A PARTY TO ANY LAWSUITS IN LAST FIVE YEARS?

Yes ☐ No ☐

(if answer to any of above questions is yes, provide explanation)

REFERENCES:

Banks:

Account Numbers:

Agent

Phone Number

Insurance Company:

Bonding Company:

Suppliers:

Other:

FINANCIAL STATEMENT:

C.P.A. Firm:

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: assets, debts, and unencumbered net worth.

Is the attached financial statement for the identical organization named on page one?

Yes ☐

No ☐

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT

Firm:

By:

Title:

Signature:

Date:

(corporate seal)

Attest:

EXPLANATIONS:

_____ Being duly sworn deposes and says that he is _____ of _____

and that the answers to the foregoing questions and all statements therein are true and correct.

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

(Notary Public)

My commission expires: _____

(corporate seal)

Attest: _____

EXPLANATIONS:

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

State of _____ County of _____

_____ being duly sworn, deposes and says that he is

of _____ and that the answers to the foregoing questions and all statements therein are true and correct.

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

(Notary Public)

My commission expires:

Bid Guarantee

The information in this proposal is correct to the best information, knowledge, and belief of the undersigned.

Contractor

Signature

Title

Witness

Address

State of _____, County of _____.

On this _____ day of _____, 20__ before me personally known who did depose and say that
he of _____, The Corporation/Partnership/Individual described in and which
executed the foregoing instrument and that such instrument is duly on behalf of

Notary Public

Technical Specifications
For the Maintenance and Repair of Fire Prevention System at
Battery Parking Garage

I. INTRODUCTION:

This contract is for the furnishing of all labor, materials, tools, and equipment necessary to provide for the inspection, repair, and scheduled maintenance of the fire, smoke, and heat detection/suppression/indicator systems, including sensors and panels, located at the Metropolitan Transportation Authority (“MTA”) facility as listed below and described within the scope of work, and this contract.

The Contractor shall provide the MTA, The Triborough Bridge and Tunnel Authority (“TBTA”), and LAZ Parking separate cost proposals for:

- a. An agreement between the Contractor and Laz/TBTA, whereby the Contractor installs and maintains all necessary software, hardware and incidentals for the Fire Prevention System, and the Contractor retains rights to upgrade the existing software. Contractor shall provide the copy of upgraded software after completion to LAZ Parking.
- b. An agreement between the Contractor and Laz/TBTA, whereby the Contractor installs and maintains all necessary software, hardware and incidentals for the Fire Prevention System and, the Contractor grants all rights to Contractor’s tailoring and customization to the software, including delivery of the source code and documentation to Laz/TBTA.

II. FACILITIES:

The Battery Parking Garage, consisting of the following Manhattan street addresses:

70 Greenwich Street
20 Morris Street
81 Washington Street

III. SCOPE OF WORK:

The services to be performed by the firm awarded this contract (“Contractor”) shall include inspection, testing, preventive maintenance, and replacement of parts for all necessary repairs, as required to keep the Class E Fire Alarm and Communications Systems, including their components, in a state of good repair, and in a safe, and ready condition for the Facility.

Inspection and preventive maintenance and testing shall be rendered as frequently as required to have a fully operational system but shall be performed no less than twice per year (6-month interval) in accordance with best industry practice and New York City Code and shall include the performance of the following procedures and any other procedures appropriate or required:

1. For all contacts, relays, wiring, batteries, strobes, switches, circuit cards, connectors, remote alarm devices, heat sensors, smoke detectors, ionization detector heads, duct smoke

detectors, control panels, printers, and consoles:

- a. Inspect for deterioration, damage, wear, and need for repair and/or replacement.
 - b. Thoroughly clean accumulated dirt and corrosion.
 - c. Apply a protective coating as necessary to prevent corrosion.
2. Ensure that all system component parts are adjusted and lubricated for proper function.
3. Adjust all area smoke and duct detectors to ensure proper sensitivity and function.
4. Inspect all mounting screws and devices and ensure that all equipment and components are securely fastened and properly aligned.
5. Ensure that all interface relays and devices are giving proper signal to central station equipment.
6. Replace malfunctioning indicator lamps and fuses as required.
7. Fire Alarm Pull Stations: Manually pull lever and reset, verifying proper operation and zone signal received at the Fire Command Console.
8. Water Flow Devices and tamper switches connected to sprinkler systems: Check electrical operation and contacts. Manually operate and check proper time delay and alarm zone indication.
9. Heat Detectors: Operate heat detector by removing and restoring actuating thermal link; and verify proper operation and zone alarm indication.
10. Ionization Smoke Detectors and Photoelectric Smoke Detectors: using a tester to operate detector, verify alarm lamps and proper operation and alarm zone indication. Clean unit as required.
11. Audible Signals: Conduct audible signal test and verify coverage of signals
12. Visual Alarm: visually inspect flashing strobe devices.
13. Test fire warden station and mechanical equipment room telephones for connection to main Fire Command Console. Check to determine receipt of proper signal voice communication at Fire Command Console.
14. Test and replace batteries annually and as otherwise required.

IV. GENERAL REQUIREMENTS:

- A. All repairs or alterations to the system made by the Contractor as a part of the Contractor's normal maintenance shall conform to the best industry practices, the requirements stated herein, and shall comply (insofar as they apply) with the rules and regulations of the Standard Rules of the American Institute of Electrical Engineers, the National Electric Code, the National Manufacturer's Association, the National Electrical Safety Code, and the New York City Fire Code (Local Law 5/73). Where one or more of these standards is inconsistent, the more stringent

standard shall apply.

- B. All labor, material, and equipment supplied by the Contractor shall be compatible with the existing systems. In addition, equipment supplied shall be Edwards Signaling (“Edwards”) and shall be subject to a manufacturer’s warranty enforceable within the United States (no gray market equipment).
- C. Edwards is the manufacturer of the existing system and its components.
- D. Each of the Contractor’s personnel performing the work must be technicians who hold a then current FDNY W-26 Certificate of Fitness – Maintenance Testing of Smoke Detectors Citywide and are certified by the National Institute for Certification of Engineering Technologies (NICET). NICET certification indicates thorough knowledge of system installation and life cycle inspection, testing and maintenance protocols.
- E. In performing the work, the Contractor shall be responsible for the safety of its employees, equipment, and materials and for any injury, including death, to its employees or any other person, including employees of Triborough Bridge and Tunnel Authority (“TBTB”), MTA and LAZ, and damage to or loss of property of the Contractor or any other person or entity, including Triborough Bridge and Tunnel Authority, MTA, and LAZ, to any extent caused by the Contractor’s employees. The contractor shall comply with all OSHA, EPA, and all other applicable safety, environmental and other requirements.
- F. For each Contractor visit to the location for the purpose of performing work, before starting the work the Contractor’s employees and other representative(s) shall report to LAZ Parking’s management office at 70 Greenwich Street, and log in, indicating, by date and time, each Contractor employee’s names and the total number of employees (visitors) on the site, date, and time.
- G. The Contractor shall perform preventative and remedial work under this contract from Monday through Friday, between the hours of 8am to 4pm. The only exception is for emergency services, which shall be performed twenty-four (24) hours a day and seven (7) days a week including holidays.
- H. Upon completion of each service call, the Contractor shall supply a detailed and dated service ticket indicating the specific work performed and a list of parts used and time expended. The service ticket must be signed by both an authorized employee of the Contractor and LAZ Parking to secure proper payment. Travel time to and from the site is not billable and, therefore, must not be included.
- I. All repaired equipment shall be reassembled and installed and left in first class working order in accordance with the manufacturer’s requirements. In as much as the existing equipment could be worn, the Contractor shall do all work necessary for proper fit of parts.
 - a) The work under this contract shall be conducted in such a manner that there will be minimum interference with the operations of the facility.
 - b) Materials needed for more than one day’s work can be stored at the site, at the contractor’s sole risk, as directed by the authorized LAZ Parking Project Manager.

- c) The Contractor shall be responsible for directing and ensuring that its employees comply with the applicable security and other regulations of the LAZ Parking Project Manager and of the facility.
- J. Please separately indicate all costs associated with the preparation, and sub mission of the paperwork required to resolve any existing and future New York City Fire Code violation. In addition to paperwork costs, provide a total cost to cure all the existing violations and equipment failures that will establish a functional, code compliant fire alarm system for the facility. Price provided should include making all necessary repairs or replacements to system hardware and software to cure all items relating to existing violations. Any New York City Fire Department required or related paperwork or forms and inspections, approvals, and signoffs, must be included in price proposal, but do not have to be itemized. A list of violations to be cured must be included in the cost proposal. A bid sheet with separately itemized costs must be provided.
- K. Please include as part of your bid for each year of the three-year term, itemized details for any year-to-year increase, if any, for increases due to:
 - i) Changes in the applicable New York Labor Law prevailing wages.
 - ii) Price escalation due to other factors.
- L. Currently required repairs: Upon approval of the list of the repairs that need to be done t and the itemized cost estimates for such repairs, contractor shall proceed to cure all violations, deficiencies, and other troubles in accordance with a schedule proposed by contractor and approved by Laz... The repairs should be completed promptly, with highest priority assigned to violations in the order of seriousness, but within no more than the first 30 days after commencement of the contract.

V. INSPECTIONS:

- A. By no later than seven days after the commencement of the contract, the Contractor shall submit to the LAZ Parking Project Manager a schedule of inspection dates for the facility.
- B. At the conclusion of each site visit, the Contractor shall submit to the LAZ Parking Project Manager, a detailed report of what equipment was inspected, tested, and detail the preventive maintenance or repair that was performed. This report must include arrival and departure times. In response to an unscheduled service or emergency call (reference Section VI), the work receipt must include the name and the arrival/departure times for each contractor employee performing the work. Please note that payment will not be authorized if the work ticket does not contain the signature of an appropriate LAZ Parking representative. All work tickets are subject to further review and audit by or on behalf of Laz and TBTA. The work ticket shall be submitted in a format acceptable to the LAZ Parking Project Manager.

VI. UNSCHEDULED AND EMERGENCY CALLS:

- A. In the event of any non-emergency equipment failure, as designated by LAZ Parking, the Contractor shall respond within twenty-four (24) hours of the request for service from LAZ Parking. If the 24-response time would result in a response during hours that are billable at an overtime rate, the response shall be as close to the 24-hour response time as

possible, but within hours that are billable at the regular time rate.

- B. In the event of an emergency equipment failure as designated by LAZ Parking, the Contractor shall respond within three (3) hours from the initial call for service. A request for service shall be deemed an emergency when such requests relate to any one or more of the following conditions, as confirmed and approved by the LAZ Parking Project Manager or his designee.
 - a. The malfunction of the Fire Command Station Console, or any other such device, that could cause the entire fire alarm system to function improperly or not at all.
 - b. The total failure of all sensors and/or alarm signaling devices in one (1) or more zones.
 - c. A leak, rupture or discharge of any water line that directly contains a switch and/or monitoring device that is part of the system in question.
 - d. An emergency condition as designated by the LAZ Parking Project Manager.
- C. Calls for unscheduled or emergency service may be made at any hour of the day or night and on any day of the week (including holidays). For this purpose, the Contractor shall, at Contractor's expense, have, a telephone answering system consisting of an in-house system or an answering service, which will receive calls requesting emergency service, in a manner that will result in meeting or exceeding the response time requirement. The receipt of the call by such system shall be deemed the initial call for service.
- D. Upon responding to any LAZ Parking request involving an emergency, the Contractor shall work diligently and continuously until the equipment is restored to satisfactory operating condition or install temporary equipment to make the system fully operational and provide a schedule for the prompt completion of the permanent repair and restoration.
- E. Upon arrival at the facility in question, the Contractor's service person shall report to the LAZ Parking management office and sign the facility log, inquire as to the problem, and then proceed with the necessary work. Following completion of the work, a service ticket shall be submitted in detail, describing work done and listing any parts that have been repaired or replaced. The service ticket shall be filled out in legible format and will indicate the times of arrival and departure. Finally, both the service person and a representative of LAZ Parking shall legibly sign the service ticket.
- F. The cost of unscheduled or emergency service calls shall be paid at the hourly labor rate(s) applicable to the actual time during which the work was performed. Time shall be billed based on actual time and without rounding.
- G. The Contractor will be compensated only for its on-site time. There is no additional or separate compensation for travel time or expenses related to travel.
- H. The Contractor will not be compensated for any remedial, unscheduled, or emergency service calls if:
 - (1) LAZ Parking determines that the need for such services was covered by a Contractor warranty or was the result of the Contractor's negligence or failure to perform routine inspection or preventive maintenance services

under this contract.

- (2) The services are required within forty-eight (48) hours after a remedial service call due to recurrence of the same malfunction alone or as part of one or more additional malfunctions.
 - (3) Time attributable to the Contractor's waiting time for assistance from additional maintenance personnel and/or for additional parts, supplies, or similar items, and/or services not available at the site.
- I. All temporary replacement equipment shall be furnished by the Contractor at no cost or risk to LAZ Parking, but need not be identical to the equipment replaced if it is suitable for the intended use and purpose and has the same or better functional capabilities as the replaced equipment.
- J. All non-temporary equipment, repairs, or replacements made under this contract shall be made with new components identical to the original equipment or parts thereof and covered by the manufacturer's U.S. warranty. The LAZ Parking Project Manager may, in the best interest of LAZ Parking and of the facility, authorize in writing the replacement of parts or equipment with parts or equipment which are equal to or better than the original. All replaced parts must be tagged, dated, and left with the LAZ Parking Project Manager. The Contractor shall not be entitled to be paid for any replacement part which is not left at the facility, except for parts that are required to be exchanged, which exchange shall be noted on the work ticket and Contractor's invoice.
- K. Any equipment or system component, which is replaced, shall become the property of LAZ Parking.
- L. All manufacturer and Contractor warranties shall run in favor of LAZ Parking, TBTA, and MTA.
- M. At the request of the LAZ Parking Project Manager, the Contractor shall provide all labor, materials, and equipment necessary for zone reprogramming. This additional work will be reimbursed at the fixed price bid per zone reprogram. If the contract provides that, as between Contractor and Laz/, Laz and TBTA, own the rights to the programming and reprogramming, Contractor's deliverables shall include all source code and other documentation, which shall be in sufficient detail and clarity to enable Laz and TBTA to understand and modify without assistance from Contractor.

VII. REIMBURSEMENT FOR Replacement PARTS: due to remedial repairs

The Contractor shall submit with its proposal a comprehensive parts price list, which will be subject to approval by LAZ Parking. Payment for replacement parts used to make repairs during an unscheduled or emergency service call shall be made in accordance with the Contractor's published price list. "parts list" refers to the "parts list" as of the time the bid is submitted? The bidder must include in its bid a discount off the price on the parts list. If a part is used which does not appear on the parts price list, the Contractor shall be required to submit an original, dated supplier's invoice, disclose all reductions to cost such as discounts, rebates, allowances and the like available to the Contractor and payment for such part shall be made at the Contractor's documented net cost plus 10%. Note: The cost of parts utilized in the performance of preventive maintenance are included in the Contractor's lump sum price for inspections and preventive maintenance and, therefore, are not

subject to separate payment. Unless otherwise specified, all replacement parts, materials, and equipment shall be new and manufactured by the original equipment manufacturer (“OEM”) and covered by an OEM warranty enforceable in the U.S.A. If Contractor proposes to use a different but “equal” part, material, or equipment, that must be disclosed in advance with documentation that demonstrates the equality and approved in writing by Laz.

VIII. EQUIPMENT LIST:

All existing fire alarm equipment, regardless of the identity of the manufacturer or model number of the equipment, which have been linked to the systems whether expressly described in this specification, shall be deemed included in this contract. (See following page for list of the various components that comprise the system). The list of the various components may not be accurate. Therefore, the quantity of equipment may have been changed and must be included within this contract.

IX. SECURITY and safety REQUIREMENTS:

The Contractor shall insure that all applicable security and safety standards and practices are complied with at the facility.

A. Access to Facilities-

All contractor employees shall log in at the garage management office with proper identification prior to performing any work at the facilities. At any time and for any reason, that LAZ Parking deems necessary, the Contractor shall remove its employees and/or its equipment from the facility as directed by the LAZ Parking Project Manager or its representatives.

B. Documentation-

The Contractor shall not take any photograph, or videotape, or other form of recorded imagery, nor reproduce in any media any plan or drawing of any part of the facility without the express written permission of the LAZ Parking Project Manager. The Contractor shall cause each of its employees to maintain custody control and confidentiality over all plans, drawings, diagrams, sketches, photographs, renderings, and the like. Confidential Materials shall only be used in connection with the performance of services under this agreement and may not be made available or released only to a contractor or subcontractor employee or third party who has a “need to know” and is bound by these confidentiality requirements.

C. Warranty Service-

The Contractor will warrant all equipment, parts and labor provided for a period of one year from the date of acceptance. If work involves multiple components and separate acceptance of components, the warranty shall run from the date of acceptance of the last component. All warranty work (equipment, parts, and labor) will be performed at no charge to LAZ Parking. If a manufacturer’s warranty is broader or longer, Contractor shall be responsible for enforcing such warranty during the term of this Contract.

D. Assignability of Contract-

LAZ Parking shall have the right to assign the contract to Metropolitan Transportation Authority, Triborough Bridge and Tunnel Authority or a successor operator to LAZ Parking. N Contractor shall have no right to assign the contract without the express written consent of Laz.

E. Payments-

- a. Payment for the work under this agreement shall be based on 3 years twice per year full inspection service in accordance with above technical scope. Any additional unanticipated work shall be compensated with a separate cost proposal from the contractor utilizing the price list and labor cost as listed in the agreement.
- b. Payment shall be made every 6 months after invoice is received with inspection report.