



Request for Proposals
for
Evaluator
of the
NYC Justice Corps

The City University of New York
on behalf of
John Jay College of Criminal Justice

February 11, 2008

INVEST IN 

Table of Contents

PART A - REQUEST FOR PROPOSALS..... 3

PART B – SCOPE OF EVALUATION SERVICES..... 21

PART C – PROPOSAL SUBMISSION SIGNATURE PAGE(S) 30

PART D - GENERAL INFORMATION FROM VENDOR 32

PART E - TERMS AND CONDITIONS OF AGREEMENT 59

PART F - PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS 83

PART G - AGENCY APPROVALS 84

PART A - REQUEST FOR PROPOSALS

Section 1 - Introduction to this Request for Proposals and Important Dates and Contacts

The City University of New York through one of its constituent colleges, John Jay College of Criminal Justice (“College”), in consultation with the New York City Department of Correction (“DOC”) and the New York City Center for Economic Opportunity (“CEO”) (DOC and CEO shall be referred to as the sponsors), is seeking an organization (“Evaluator Contractor”) to evaluate the New York City Justice Corps (“NYC Justice Corps” or “Justice Corps” or “Corps”), a civic justice corps project serving New York City youth living in three target areas who are currently or were recently involved in the criminal justice system.

The College is seeking an Evaluator Contractor to conduct an implementation and outcome evaluation of the NYC Justice Corps. The Evaluator Contractor shall work with the four organizations responsible for implementing the NYC Justice Corps, the Intermediary Contractor and three Convener Contractors, to assess the implementation of NYC Justice Corp and assess the effects of the NYC Justice Corps on participants’ long-term outcomes. The Evaluator Contractor shall provide recommendations on ways to continuously improve the NYC Justice Corps to the College and the Intermediary Contractor and Convener Contractors, based on findings from the implementation evaluation. The Evaluator Contractor shall provide regular reports regarding the status of the evaluation to the College. The College will use the implementation evaluation results to determine the effectiveness of the performance of both the Convener Contractors and the Intermediary Contractor in implementing the NYC Justice Corps. The Evaluator Contractor shall be required to use a random assignment design for the outcome evaluation. In addition to the continuous quality improvement for NYC Justice Corps, the College anticipates that the results of the evaluation may affect criminal justice and workforce development policy in New York City and across the country. A “Central Evaluator” selected by the CEO will be evaluating all CEO-funded initiatives, and the Evaluator Contractor shall be required to cooperate with those efforts. The College will share the implementation and outcome evaluation results with the sponsors.

The goal of the NYC Justice Corps is to reduce poverty and recidivism among youth ages 18-24 involved in the criminal justice system. The College is seeking, through a separate competitive solicitation process, three Convener Contractors who will provide the NYC Justice Corps direct services in three target areas in New York City and an Intermediary Contractor to coordinate and manage the implementation of the NYC Justice Corps project across these three target areas. Each of the Convener Contractors will recruit and enroll eligible participants; coordinate and place participants in paid community benefit service projects in the target areas for a minimum of three months; provide placements into paid employment internships for a minimum of six weeks; and provide unsubsidized job placement or placement in an educational program and retention services upon completion of the NYC Justice Corps. When fully operational, the College expects each Convener Contractor to enroll at least 92 youth each year. Each Convener Contractor shall enroll participants in the NYC Justice Corps in four cohorts of at least 23 participants per year. The length of time in the NYC Justice Corps will be six months. Long-

term, the College expects participants to stay employed, to stay in school, or both, and to stay out of jail and prison.

For purposes of this RFP, a “cohort” is defined as a group of at least 23 individuals who are enrolled together by an individual Convener Contractor, participate in work readiness training and community benefit project service together, and, following two months of work in internships in various organizations, graduate together. In Fiscal Year 2008, each Convener Contractor shall enroll one cohort of at least 23 participants. In Fiscal Year 2009, each Convener Contractor shall enroll four cohorts of at least 23 participants for a total of at least 92 participants per Convener Contractor.

The NYC Justice Corps is part of New York City’s new anti-poverty campaign and is one of 35 programs funded by the CEO. The CEO was established in December 2006 to implement the recommendations of the Mayor’s Commission on Economic Opportunity. In its report of September, 2006, “Increasing Opportunity and Reducing Poverty in New York City,” the Commission on Economic Opportunity stated:

More than 3,500 youth return to their communities from youth detention and face extreme difficulty in transitioning to higher education and securing meaningful work. Chronic unemployment also plagues the thousands of youth who re-enter the community after incarceration. There are 28,000 jail stays each year in this age cohort alone, and thousands of additional prison incarcerations which separate young people from their communities and strain family ties.

and recommended that New York City:

Create transitional jobs for ex-offenders. The majority of ex-offenders returning to New York City come back to poverty-stricken neighborhoods with few job opportunities and little social capital. The prognosis for their future is poor: without intervention, two-thirds are likely to be arrested again. However, there are increasingly promising results coming out of transitional job programs across the county. The Civic Justice Corps is an example of an innovative new concept that focuses on connecting ex-offender youth with the communities to which they return. The Civic Justice Corps proposal marries the experience of New York City transitional jobs programs for individuals leaving jail and prison with the successful mentoring and training components of the Community Jobs program in Washington State, which has shown impressive results in employment placement and retention for high risk youth. We recommend a high priority be placed on creating new opportunities like these to support youth as they return to their home communities.

Section 2 - Important Dates and Contacts

A. Important Dates

a.	February 11, 2008	Request for Proposals ("RFP) available
b.	February 21, 2008, 10 AM	Proposers' Conference at John Jay College
c.	February 27, 2008, 2 PM	Questions Due Date-Last day for receipt of questions regarding RFP (all questions must be submitted in writing)
d.	March 21, 2008, 11 AM	Proposal Due Date
e.	Weeks of March 24, 2008 and March 31, 2008	Period for Proposer Interviews and Site Visits if required
f.	April 7, 2008	Anticipated Selection of Evaluator Contractor
g.	May 5, 2008	Anticipated Contract Start Date

The College reserves the right to amend any or all of these dates. All amendments to these dates will be issued in writing and sent to each entity recorded as having requested a copy of the RFP from the College. Amendments also will be posted on the Prisoner Reentry Institute website: <http://www.jjay.cuny.edu/centersinstitutes/pri/x.asp>.

B. Vendors (prospective proposers) may obtain a copy of the RFP by written request to the address or fax number set forth in the advertisement for this RFP in the City Record and/or New York State Contract Reporter by sending a request that includes the following: (1) the requestor's (prospective proposing organization's) name; (2) its EI Number; (3) a contact person for the organization; (4) its mailing address; (5) its telephone number; (6) its facsimile (fax) number; and (7) its email address, by mail or by fax to:

Ms. Hazel Stewart
Purchasing Manager
John Jay College of Criminal Justice
555 West 57th Street, 6th Floor
New York, NY 10019
Fax: (212) 237-8494

C. Proposals shall be addressed and delivered to the Proposal Due Location:

Mr. Dan Dolan
Director of Procurement
John Jay College of Criminal Justice
555 W. 57th Street, 6th Floor
New York, NY 10019

D. The designated contact ("Designated Contact") for this RFP is:

Mr. Dan Dolan
Director of Procurement
John Jay College of Criminal Justice
555 West 57th Street, 6th Floor
New York, NY 10019
Tel: (212) 237-8900, Fax: (212) 484-1388

Do not contact anyone except the Designated Contact at the College or the University, CEO, DOC, or any other City or State agency, with respect to this RFP.

E. This solicitation is being conducted in compliance with the requirements of New York State Education Law Section 6218, New York State Finance Law Article 11, New York State Finance Law Sections 139-j and 139-k, and University regulations.

F. Vendors are invited to respond to this RFP by submitting a proposal. The College and sponsors will review the proposals and award one contract for the services described herein on the basis of best value to proposers who are both responsive and responsible (as defined by New York State law) in accordance with law and University regulations. Contract award is subject to the timely completion of contract negotiations between the College and the selected proposer.

Section 3 - Instructions to Proposers

- A. A vendor's response to this Request for Proposals is called a "Proposal Submission" or a "proposal." A proposal that is responsive to this RFP shall include:
1. Information and supporting documents requested in response to all questions in this RFP;
 2. A budget proposal and a budget narrative, including a deliverables-based payment proposal;
 3. All required signatures, acknowledgments, and notarizations; and
 4. All other documents required in this Request for Proposals.
- B. To be considered for selection as the Evaluator Contractor for the NYC Justice Corps, proposers shall submit one original and ten (10) copies of its complete proposal by the Proposal Due Date.

- C. All proposals shall use the following format:
1. The narrative is limited to 20 pages. Narratives extending beyond 20 pages shall not be considered;
 2. Proposals shall be submitted in Times New Roman font in 12-point type, double-spaced with 1-inch margins on all four sides;
 3. Proposals shall begin with a half-page abstract that briefly describes the proposal;
 4. Pages shall be numbered consecutively beginning with the first page of the narrative (the abstract does not count against the page limit); the proposer's name shall be on each page in a header or footer. A table of contents is not required and does not count against the page limit if it is provided;
 5. The budget proposal and budget narrative, including a deliverables-based payment proposal shall be submitted on the forms provided and do not count against the 20-page limit for the narrative;
 6. The required budget narrative is limited to three pages which will not count against the page limit; and
 7. The following signatures, acknowledgments, and notarizations are required for each proposal:
 - a. Proposal Signature Page - Part C - signature and certification and notarization
 - b. NYS Vendor Responsibility Questionnaire Part D - Section I - signature and notarization
 - c. EEO Standard Language - NYS Executive Law Article 15A - Part D, Section II – signature
 - d. NYS Tax Law 5-a, ST-220-CA and ST-220-TD - Part C, Section III – signature
 - e. State Finance Law §§ 139-j and 139-k - Part C, Section IV – signature
 - f. Planned Employment Forms for Consultants - Part D, Section V – signature
 8. Proposals shall be prepared using indelible ink.
- D. Proposers shall submit, completed, all forms required by New York State and New York City.
- E. Proposers shall submit proposals and related documentation in a sealed envelope/package that clearly states on the outside: (1) the name and address of the proposer and (2) the following legends: "Proposal for NYC Justice Corps Evaluator RFP" and "Proposal Due Date: March 21, 2008, 11 AM."

- F. Proposers assume all risks in connection with timely, properly delivered proposals. Proposers are strongly encouraged to arrange for delivery of proposals prior to the Proposal Due Date. The College accepts no responsibility for proposals left at any other location. The College accepts no responsibility for proposals that are sent by mail or by courier; proposals sent by mail or courier are sent at the risk of the proposer and will not be considered if they arrive after the Proposal Due Date or at any location other than the location specified in this RFP. Proposals received after the Proposal Due Date shall be returned unopened. Proposals that are transmitted by facsimile (fax) or e-mail are not acceptable and will not be considered.
- G. The following information and documents are required for each Proposal Submission:
1. Demonstration that proposer and its Proposal Submission are responsive to RFP's requirements.
 2. Evidence that proposer is responsible – meaning that it meets the criteria of demonstrated ability to perform, fiscal integrity, and moral integrity.
 3. Compliance with all New York State, New York City, and University regulations.

Section 4 - Conditions of this Request for Proposals

- A. Do not make any changes to the documents of this RFP. All proposals shall be submitted in response to the same terms and conditions, and attempts to make changes to the RFP documents may render a proposal non-responsive. Changes to the RFP documents by others are not binding on the College.

Proposers are hereby notified that any attempt to change any part of this RFP shall render their proposal submission null and void, and that a proposer may be obligated to sign the Contract with the Budget Proposal and Budget Narrative offered by it with the terms and conditions set forth in the RFP as issued (and amended) by the College.

- B. Proposers may be required to host site visits by the College or attend interviews with the College. Failure to comply with a request for a site visit or interview may render a proposal non-responsive.

Site visits by the College may include visits to the proposer's program sites during operating hours. They may also include demonstrations by the proposer on data collection and data management procedures. The College may use these visits to assess the proposer's procedures for data collection and data management and to ensure that confidentiality issues and other ethical concerns are taken into consideration when conducting a research project involving human subjects.

In addition, the College may require proposer's senior management and other key staff to participate in interviews. The proposer's staff will be expected to discuss: the proposer's organizational mission and how its current programs and services support this mission; the proposer's organizational capacity, including its ability to leverage current resources

to support the NYC Justice Corps Evaluation; and its technological capacity to collect, manage and report findings from the Evaluation.

- C. Once submitted, a proposal becomes the property of the College and constitutes an offer that may not be revoked for ninety (90) days after the Proposal Due Date.
- D. Proposers shall include in the proposal budget all considerations for delivery of services within the Contract's anticipated time frames. The College is exempt from the payment of all state and local sales and use taxes; the Budget and Budget Narrative shall not include any such taxes. In addition to the Budget, proposers shall complete a Price Proposal that lists the proposed prices for each deliverable listed in Part A - Request for Proposals, Section 8 - Price Proposal. The Price Proposal will be used to compare proposals. Proposers are also encouraged to propose their own deliverables-based payment schedule that identifies performance benchmarks to be completed before each payment is made.
- E. Proposers shall bear all costs in connection with the preparation and production of a proposal in response to this RFP and the preparation for or attending an interview or site visit, if either or both is required.
- F. Receipt of a proposal does not indicate that the College has reviewed the proposers' qualifications to receive a contract award. The College and sponsors shall review the proposals after the Proposal Due Date. Reviews will include a determination that each proposer meets the minimum qualifications to receive a Contract award.
- G. There shall not be a public proposal opening.
- H. Proposers shall be required to keep confidential any request to host a site visit, any invitation to attend an interview, any request to host a site visit, and any invitation to engage in negotiations with the College. A proposer that is selected to begin negotiations with the College to serve as the Evaluator Contractor is prohibited from communicating any information regarding its conditional selection and contract negotiations to anyone unless the College provides written notice otherwise. Only the College may make selection announcements after the Contract is fully executed.

Section 5 – Proposal Review Criteria

- A. The College shall determine whether proposals meet the minimum requirements set forth herein, and a review team convened by the College shall review and evaluate the proposals using the following criteria and point ranges:
 - 1. **Background and Experience** (15 points): Proposer shall demonstrate experience planning and performing random assignment evaluations for social service programs. Experience with random assignment evaluations of programs that serve criminal justice-involved or other hard-to-serve populations is preferred.

- Proposer shall describe previous similar implementation and outcome evaluation projects and experience in this section, including the relevance of those projects to the NYC Justice Corps evaluation. Proposers shall also describe previous experience assisting the agency(s) being evaluated with continuous improvement of the project.
- Proposer shall describe its knowledge of and contribution to research on employment programs for youth involved in the criminal justice system.
- Proposer shall demonstrate the principal investigator's experience providing evaluation and investigative research services of the same or similar nature and scope.
- Proposer shall demonstrate the principal investigator and key staff's knowledge of service delivery to low-income individuals and families as well as individuals involved in the criminal justice system.
- Proposer shall demonstrate the principal investigator's and key staff's knowledge in statistical analysis, data collection and reporting.
- Proposer also shall attach at least four work samples for work that is similar in size, scope, and nature to NYC Justice Corps that reflect related evaluation work by members of the proposed team working together.
- Proposer shall provide citations of reports or published articles for two previous evaluations.
- Proposer shall attach a list of at least four references from prior clients for work completed within the last three years. The list shall include the name of the reference entity, the term (dates) of the contract, a contact name, title and a brief description of his/her role with respect to the contract), and telephone number. References shall include individuals who can discuss proposer's performance.
- If proposer proposes subcontracting, then proposer shall attach a brief statement describing the relationship between the proposer and the proposed subcontractor, the specific tasks that will be performed by the subcontractor, the qualifications of the subcontractor, and references for the subcontractor. Also, proposer shall provide a letter from the subcontractor(s) that attests to its/their availability to perform their specified tasks in the event a contract is awarded to the proposer. Letters of intent from subcontractor(s) do not count towards the proposer's narrative page limit.

For the purposes of this RFP, the principal investigator is the individual (or individuals) designated by the proposer who is responsible for the overall management and oversight of the evaluation, including: developing the implementation and outcome evaluation design; developing the random assignment protocol; developing and managing the collection of and analysis of data; reporting on findings to the College; and managing and overseeing the funds and other resources dedicated to the evaluation. Key staff are other personnel, identified by the proposer and/or the principal investigator, dedicated to performing the duties and tasks identified in the proposer's operating plan.

2. **Organizational Capacity** (15 points): Proposer shall demonstrate that it has the organizational capacity to conduct an implementation and random assignment outcome

evaluation of this scale and with a similar population that includes at least two years of participant follow-up.

- Proposer shall attach an operating plan that describes how it will organize the project, including all tasks, deliverables, leadership, business management, and staffing. Proposer shall indicate the amount of time that each staff person will devote to each task and deliverable, in each year of the Contract.
- Proposer shall describe and demonstrate capability to manage a deliverables-based contract.
- Proposer shall describe an effective confidentiality training program and experience managing and reporting confidential data for government clients.
- Proposer shall propose and describe a staffing plan that will ensure that staff with the appropriate skills shall be available to complete all of the required tasks and to advise the College, Intermediary Contractor and sponsors on evaluation related issues. For each key staff position, proposer shall include a description of the qualifications that will be required for the position, and the name of a proposed staff member and his/her resume.
- Proposer shall provide an organizational chart that illustrates how the proposed staff fit within the organization's structure.
- Proposer shall attach a copy of their latest audited financial statements.

3. **Quality of Proposed Approach** (25 points): Proposer shall provide a detailed description of its approach to providing each of the core evaluation services as outlined in the Scope of Evaluation Services. A wide variety of research approaches are encouraged under this RFP, although the outcome evaluation design shall conform to the requirements of a random assignment evaluation.

- Proposer shall describe the evaluation framework it is proposing. Proposer shall provide hypotheses, key primary and secondary research questions, and task definitions for its proposed implementation and outcome evaluations. Proposer shall provide a Logic Model that conveys an understanding of the NYC Justice Corps' inputs, activities, outputs and outcomes, as well as the assumptions that link these components. A sample of the Logic Model that proposer shall complete is included in Part A - Request for Proposals, Section 6 - Logic Model Required.
- Proposer shall outline its plan for conducting the implementation evaluation of the NYC Justice Corps, including plans for assessing start-up, scope and type of services offered and the day-to-day operations of both the three Convener Contractors and the Intermediary Contractor.
- Proposer shall describe an effective plan for collaborating with the Intermediary Contractor to provide feedback on the Convener Contractors' and Intermediary Contractor's performance to continuously improve the NYC Justice Corps program operations. In this section, proposers shall describe an effective plan for developing a protocol, in collaboration with the Convener Contractors, for recruitment, enrollment and tracking in compliance with a random assignment evaluation design.

- Proposer shall outline its plan for conducting the outcome evaluation of the NYC Justice Corps, including participant data collection, tracking and follow-up with both treatment and control group members for two years following program participation.
 - Proposer shall describe how it plans to address the challenges of attrition in both the treatment and the control groups, including strategies to ensure that both groups include an adequate sample size of participants at the end of the two-year study period.
4. **Data Collection and Analysis Methodology** (25 points): Proposer shall describe the method it will use to collect individual data from the Intermediary Contractor and Convener Contractors.
- Proposer is encouraged to propose data collection methods in addition to those described in the Scope of Evaluation Services.
 - Proposer shall describe a detailed analysis plan that demonstrates its familiarity with appropriate bivariate and multivariate techniques to sufficiently analyze the data.
 - Proposer shall describe and demonstrate the effectiveness of its proposed research activities. Proposers shall identify all data items to be collected, including administrative and extant data and link data to the proposed study questions. Proposer shall describe data sources and collection procedures, including proposed site visits and surveys (including the required sample sizes for statistical validity).
 - Proposer shall describe the analytic processes and procedures that it plans to use to assess reasonable progress and outcomes, and how its experience with programs in other localities can be used to assess the effectiveness of the NYC Justice Corps.
 - Proposer shall identify potential problems that may be encountered in data collection and carrying out the evaluation and provide its recommended approaches for addressing them.
5. **Budget and Budget Narrative** (10 points): Proposer shall include a detailed five-year budget that demonstrates fiscal viability and that is adequate for the required scope and level of activities. Proposer's budget shall support the evaluation services described herein. The proposer's five-year budget shall include details of proposed expenditures that the proposer expects to incur over the course of five New York City fiscal years.¹ The College anticipates that a vendor will be selected, and the Contract executed between the vendor and the College, in Fiscal Year 2008 and the term of the Contract shall be from the date of Contract execution until the remainder of Fiscal Year 2008. The College reserves the right to renew with the selected vendor for four additional years. Upon renewal, the four additional contract years shall coincide with Fiscal Years 2009, 2010, 2011 and 2012. The Evaluator Contractor shall begin providing Evaluation Services immediately upon the execution of the Contract. Proposer's Budget Narrative shall support the proposed expenditures and is limited to three pages. Proposer shall submit

¹ For purposes of this RFP, the "Fiscal Year" refers to the New York City Fiscal Year. For instance, Fiscal Year 2008 refers to the period July 1, 2007 through June 30, 2008.

the Budget on the forms provided in Part A - Request for Proposals, Section 7 - Budget Proposal and Budget Narrative. Proposer shall submit the Budget and Budget Narrative as attachments.

6. **Price Proposal** (10 points): Proposer shall provide figures for each element presented in Part A – Request for Proposals, Section 11 - Price Proposal. Proposer is also encouraged to submit additional ideas for a deliverables-based payment plan, based on the tasks and objectives outlined in the Scope of Evaluation Services, that will be the basis for payment for all periods of the Contract.

B. Attachments required (not counted towards 20-page narrative limit):

1. A copy of the IRS letter confirming the proposer's 501(c)(3) status, if proposer is a not-for-profit organization.
2. The audited financial report for the proposer for the most recent year.
3. A proposed operating plan and timeline for the four years of the NYC Justice Corps evaluation by month and task/subtask. This operating plan must include a detailed, well-articulated discussion of strategies and operational components to accomplish the activities outlined in the Scope of Evaluation Services.
4. A completed Logic Model using the form provided.
5. Budget Proposal and Budget Narrative.
6. Price Proposal.
7. Job descriptions and resumes and a total of four work samples for key staff.
8. Detailed citations to reports or published articles for two previous evaluations.
9. Four references from prior clients.
10. Four work samples for work that is similar in size, scope, and nature to NYC Justice Corps.
11. Organizational chart that illustrates how the proposed staff fit within the organization's structure.
12. Subcontracting information, if applicable, a brief statement describing the relationship between the proposer and the proposed subcontractor, specific tasks to be performed by the subcontractor, qualifications of the subcontractor, two references for the subcontractor and subcontractor letter of intent.

C. The College reserves the right to:

1. Make funding decisions that increase compliance with and address the outcomes identified in this RFP;
2. Reject any or all proposals received in response to this RFP;
3. Direct all parties who submitted proposals to submit proposal modifications addressing RFP amendments;
4. Waive or modify minor irregularities in proposals received;
5. Use any, some, or all ideas submitted in the proposals received;
6. Negotiate with any, some, or all of the proposers prior to the Contract award;
7. Amend this RFP after distribution;
8. Alter any schedules or dates specified in this RFP;
9. Request additional information from proposers or request all parties who submitted proposals to present supplemental information clarifying their proposals;
10. Require any proposer to demonstrate any feature(s) present as part of its proposal;
11. Postpone the Proposal Due Date, add provisions to, delete provisions from, or modify the RFP, after the Proposal Due Date; or
12. Award this Contract to none, one, or more proposers.

Section 6 – Logic Model Required

Proposers shall complete and submit the Logic Model table for the NYC Justice Corps. Please also identify all assumptions for use in the Implementation Evaluation. The submitted Logic Model will be considered a draft and the Evaluator Contractor will be expected to create a final Logic Model based on actual program operations as part of the Evaluation Contract. Please duplicate the page if you need additional sheets.

Inputs	Activities	Outputs	Initial Outcomes	Long-term Outcomes

Section 7 – Budget Proposal and Budget Narrative

Please supply the following budget detail and narrative explaining each item in a clear format. All categories and budget narratives shall be included except for categories of expense not applicable to your budget. The budget should include expenditures for Fiscal Years 2008, 2009, 2010, 2011, and 2012.

- A. **Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities shall be consistent with that paid for similar work within the applicant organization.
- B. **Fringe Benefits.** Fringe benefits shall be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker’s Compensation and Unemployment Compensation.
- C. **Supplies and Equipment.** List items by type (office supplies, postage, training materials, copying paper, and equipment items, such as computers) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.
- D. **Subcontract Costs.** Provide a detailed budget for the cost of each subcontract, including salaries, fringe, OTPS, and overhead costs.
- E. **Other Costs.** List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.
- F. **Indirect Costs.** Indirect costs are allowed only if the applicant has a federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), shall be attached. If the applicant does not have an approved rate costs may be allocated in the direct costs categories. Administrative or indirect costs for the Evaluator Contractor may not exceed 8% of the organization’s program budget.
- G. **Budget Summary.** Please provide budget totals for each category in the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of funding requested and the amount of private funds, if any, that will support the project.

New York Justice Corps Evaluation Budget Summary

Budget Category	FY 2008 Amount	FY 2009 Amount	FY 2010 Amount	FY 2011 Amount	FY 2012 Amount
Personnel	\$	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$	\$
Supplies and Equipment	\$	\$	\$	\$	\$
Subcontracts if applicable	\$	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$	\$
Total Direct Costs	\$	\$	\$	\$	\$
TOTAL PROJECT COSTS	\$	\$	\$	\$	\$
Funding Amount Requested	\$	\$	\$	\$	\$
Private funds supporting the project	\$	\$	\$	\$	\$

Section 8 – Price Proposal

Proposers shall provide figures for each element set forth below as part of its proposal:

- | | |
|--|----|
| 1. Implementation evaluation design | \$ |
| 2. Outcome evaluation design (including random assignment protocol) | \$ |
| 3. Preliminary implementation report (6 month) | \$ |
| 4. Final implementation report (12 month) | \$ |
| 5. Completion of random assignment and preliminary data collection | \$ |
| 6. Preliminary outcome evaluation reports (four reports issued at six month intervals) | \$ |
| 7. Final outcome evaluation report | \$ |

Proposers are also encouraged to submit additional ideas for a deliverables-based payment plan, based on the Scope of Evaluation Services described in the RFP. The Evaluator Contractor may provide an alternate deliverables-based payment plan for the five years of the evaluation, including a timeline for the deliverables that the proposer will produce, documentation and reporting procedures, and payment amounts.

Section 9 - Pre-Proposal Questions; Interpretation and Correction of RFP

- A. Contact Person: Prospective proposers are instructed to direct all questions to the Designated Contact, Mr. Dan Dolan (see above, Part A - Request for Proposals, Section 2 – Important Dates and Contacts). Submit all questions in writing by mail, courier, hand delivery, e-mail or facsimile by February 27, 2008 at 2 PM. Do not contact anyone else at the College or the University with respect to this RFP. Do not contact anyone at or connected with the sponsors with respect to this RFP.
- B. Prospective proposers are cautioned to read the RFP thoroughly to become familiar with all aspects of this solicitation. Prospective proposers shall note that all clarifications and

exceptions, including those relating to the terms and condition of the Contract, are to be resolved prior to the tendering of a proposal. Proposers submitting a proposal certify that they acknowledge and agree that they are ready, willing, and able to enter into a contract with the College in accordance with the terms of this RFP and are expected to comply with all the terms and conditions contained in this RFP. Before tendering a proposal, prospective proposers shall request, in writing, by the Questions Due Date, an interpretation or correction of every ambiguity, inconsistency, deficiency, or error that should have been discovered by a reasonably prudent proposer.

- C. Any interpretation, clarification, or correction, as well as any other additions or amendments, and answers to all questions of a substantive nature will be issued in writing by the College as an addendum to the RFP (“Addendum”) and will be sent by mail or email to each entity recorded as having requested a copy of the RFP. Such Addendum shall become a part of the RFP and be binding of all proposers. Prospective proposers are urged to obtain a copy of the RFP only from the College so that notices and changes to the RFP solicitation can be provided to all prospective proposers.
- D. No other interpretation or correction other than that given by the College in writing as an Addendum shall be binding.
- E. Conditions Surrounding Contract - Proposers are expected to have assessed the conditions that may affect goods and services to be provided. Proposers shall be conclusively presumed to have full knowledge of any and all conditions affecting in any way the performance of the work to be performed under the Contract that were or should have been discovered by a reasonably prudent proposer.

Section 10 - Proposers’ Representations

- A. By tendering a proposal, you, the proposer, represent that:
 - 1. You have read and understand the terms of this RFP;
 - 2. You are submitting a proposal because you want to be considered as the Evaluator Contractor to provide services required for the evaluation for the NYC Justice Corps; and
 - 3. If you are selected to serve as the Evaluator Contractor, you are ready, willing, and able to sign the Contract (that shall include the Terms and Conditions (Part E, New York State and New York City laws, including New York State Appendix A, the Specifications (Part B), this RFP (including all modifications), and all information submitted by you in your proposal submission and in response to any clarifications and to provide the services set forth in the Contract.)
- B. By tendering a proposal, you also represent that:
 - 1. Your proposal is made without any connection with any other person submitting a proposal for the same purpose and that it is in all respects fair and made without collusion or fraud no public or University officer or employee or person whose salary is payable in whole or in part, directly or indirectly, from the City Treasury or State Treasury is

directly or indirectly interested in the RFP or proposal or in the goods, supplies, materials, equipment, work, services, or labor to which it relates or in any portion of the profits thereof;

2. You (the proposing entity) are not in arrears to the University, the City, the State, or any City or State agency upon a debt, Contract, or taxes, and are not a defaulter as surety or otherwise upon any obligation to the University, the City, State, or any City or State agency, except as specifically stated by proposer in its proposal;
3. You (the proposing entity) have disclosed in your proposal any and all prior or pending proceedings before the University, the City, the State, or any City or State agency and in the Courts; and
4. All information that you have provided in your proposal with respect to State Finance Law §§139-j and 139-k, and in response to this RFP is complete, true, and accurate.

Section 11 - Additional Information from Proposer

The College reserves the right to request that proposers provide additional information and representations after the opening of proposals. During contract development, the potential awardee may be requested to provide additional budget and program information for Contract.

The College reserves the right to request proposers to attend an interview or to host a site visit during the Period for Proposer Interviews and Site Visits with no more than two days' notice.

Failure to comply with the requirements of this section shall be deemed grounds for rejection of a proposal.

Section 12 - Tax Exemption

The City University of New York is exempt from the payment of all state and local sales and use taxes. Proposers shall not include any such taxes in the proposal price.

Section 13 - Correction of Proposal Price

In the event of an arithmetic error in the Budget Proposal or Budget Narrative, the College reserves the right to make the arithmetic correction and deem the corrected amount the amount intended by the proposer.

Section 14 - Withdrawal of Proposal

A proposer may withdraw its proposal at any time before the Proposal Due Date. A request to withdraw a proposal shall be made in writing and delivered to the proposal submission location.

Section 15 - Rejection of Proposals

The College may reject a proposal if:

1. The proposer does not provide the information or documents required;

2. The proposer does not meet the minimum qualifications required by this RFP;
3. The proposer misstates, misleads, or conceals any material fact in its proposal or at any time in connection with this RFP;
4. The proposal is not in compliance with law;
5. The proposal is not responsive to the requirements of this RFP or the requirements of the Contract terms and conditions;
6. Any part of the proposal is conditional;
7. The proposal, in the opinion of the College, contains unbalanced prices; or
8. A determination that the proposer is not "responsible" (as defined by law) is made in accordance with law or City University of New York regulations.

The College reserves the right to reject all proposals whenever it deems it in the best interest of the College to do so. The College also reserves the right to re-issue the solicitation.

Section 16 - Award of Contract

After reviewing the proposals and conducting interviews and site visits, if deemed necessary, the College will notify one proposer that it has been chosen to engage in contract negotiations. After successful conclusion to contract negotiations, a Contract will be awarded in accordance with the terms set forth in Part A – Request for Proposals, Section 5 – Proposal Review Criteria to the proposer who is both responsive and responsible and whose proposal best meets the requirements of the RFP to provide the services required under the Contract. Contract award is subject to the timely completion of Contract negotiations between the College and the selected proposer. The Research Foundation of the City University of New York, which will serve as the fiscal entity, will execute the Contract on behalf of the College.

The selected proposer shall sign the Contract (Contract Signature Page) in the presence of a notary after receipt of written notice of award of Contract (“Award Letter”). After the selected proposer has signed the Contract, the College will sign the Contract. Then, after the Contract has been registered by the City or State (as applicable) which renders the Contract fully executed, the College will issue a letter advising the selected proposer that it is the Contractor and that it may begin work.

Under no circumstances will the College be liable for any costs incurred by proposer for any work performed prior to a fully executed and registered Contract.

The College will award and enter into the Contract, if at all, in reliance on the proposer's representations, made by its submission of its proposal, that, in consideration for award of the Contract, it is ready, willing, and able to provide to College the evaluation services set forth in the RFP and Contract with respect to the NYC Justice Corps. The College will consult with the sponsors with regard to the Evaluator Contractor's services throughout the life of the Contract.

PART B – SCOPE OF EVALUATION SERVICES

Section 1 -- Introduction

More than one out of five New Yorkers lives in poverty. In a major commitment to use every resource available at the municipal level to address this issue, Mayor Michael Bloomberg appointed the Commission for Economic Opportunity (Commission) in February of 2006 to develop recommendations for action. The Commission engaged in an extensive process to survey the field, consult interested and knowledgeable participants, and develop solutions the City could adopt and implement.

One of the three target populations identified by the Commission is “disconnected youth” - individuals aged 16-24 years who are not engaged in school or employment. The Commission has estimated that there are approximately 200,000 disconnected youth in New York City.² Within the 16-24 year-old age cohort alone, there are 30,000 New York City jail stays a year. Incarceration not only significantly decreases young people’s ability to gain employment but also increases their chances of living a life in poverty. One year after release, up to 60% of formerly incarcerated people remain unemployed.³ Of those that do manage to find employment, individuals with criminal convictions earn, on average, 30% to 40% less than similar individuals without criminal records.⁴ A recent study of almost 1,500 private employers in New York City found that a criminal record reduced the likelihood of employment by about 35% for white applicants and 57% for black applicants.⁵

As part of its work to reduce poverty in New York City, the Commission recommended the creation of a “Civic Justice Corps” to place court-involved young people in short-term employment projects located in their home communities. The Civic Justice Corps model seeks to leverage the assets of these individuals to meet the needs of their communities. In the traditional Civic Justice Corps model, a respected community non-profit or faith-based organization, acting as a “convener,” brings together public and private entities to assess community needs. Working with the community, the local convener and its partners identify projects that are of substantial value to the neighborhood. Civic Justice Corps participants then execute the projects, under the supervision of the local convener. A central “Intermediary” coordinates and supports the activities of each local community convener.

The traditional Civic Justice Corps model has been implemented in a number of sites in other areas of the country, with support from the U.S. Department of Labor and other funding sources. These pilot programs have focused on neighborhood improvement and community beautification, with some Corps also incorporating vocational training components. To date, most Corps projects have not provided structured work opportunities, such as internships,

² New York City Department of City Planning, 2007. Data from the U.S. Decennial Census, 2000.

³ Report and Recommendations to New York State on Enhancing Employment Opportunities for Formerly Incarcerated People, The Independent Committee on Reentry and Employment.

⁴ Western, Bruce. "The Effects of Incarceration on Wages and Employment." Princeton University, Russell Sage Foundation, and National Science Foundation. 2004.

⁵ Pager, Devah and Western, Bruce. “Discrimination in Low Wage Labor Markets; Evidence from an Experimental Audit Study in New York City.” Princeton University, 2005.

beyond the community benefit projects, and most do not provide long-term job placement services. Economic research on labor markets shows that wage subsidies, when combined with job development, training and job search assistance, are among the most effective ways to obtain employment for “hard to employ,” low-skill populations.⁶ Research also shows that human capital and its associated earnings are more effectively acquired through on-the-job experience and training in the private and non-profit sectors than through government training programs alone.⁷ Thus, in addition to the community benefit component of the traditional Civic Justice Corps model, upon completion of several months of work on community benefits projects, the NYC Justice Corps will provide participants with subsidized internship opportunities in existing for-profit and non-profit organizations. These internships are expected to build on the valuable service learning experience acquired on the community benefit projects, provide additional, tangible job skills, build participants’ employment history, and enhance their social networks.

The City University of New York through John Jay College of Criminal Justice, with support from the New York City Department of Correction (DOC) and the Center for Economic Opportunity (CEO), is seeking an organization to perform an implementation and outcome evaluation of the NYC Justice Corps, a civic justice corps project serving New York City youth ages 18-24 returning from jail or prison, or sentenced to probation or alternative-to-incarceration (ATI) programs, in three target areas in New York City. The three target areas are: (1) Jamaica, Queens (Community District 12); (2) Bedford-Stuyvesant, Brooklyn (Community District 3); and Mott Haven, Melrose and Morrisania, the Bronx (Community Districts 1 and 3). Participants will participate in six-month paid transitional work (internships and community benefits projects) and receive assistance finding and retaining unsubsidized employment and/or post-secondary education upon completion of the six-month transitional work period. The College expects the three Convener Contractors to enroll a total of 276 youth in the program each year when fully operational. Each of the Convener Contractors shall enroll these participants in four cohorts of approximately 23 participants per year, with groups of participants entering and completing the program together.

The College is seeking to contract with a single organization (“Evaluator Contractor”) to undertake the evaluation of the NYC Justice Corps to assess the program’s implementation and assess the effect on participants’ long term outcomes. The Evaluator Contractor shall provide this information to the Intermediary Contractor to support the continuous improvement of program operations of both the three Convener Contractors and the single Intermediary Contractor. The Evaluator Contractor shall also provide this information to the College. The CEO will be evaluating all CEO-funded initiatives through a Central Evaluator, and the Evaluator Contractor selected under this RFP is expected to coordinate with those efforts.

The College has sought, through a separate competitive solicitation, three community-based Convener Contractors and a single Intermediary Contractor to coordinate and manage the implementation of the NYC Justice Corps in each of the target areas (see Scope of Services in

⁶ Katz, L. “Wage Subsidies for the Disadvantaged.” National Bureau of Economic Research. Cambridge, MA. 1996.

⁷ Heckman, J. “Active Labor Market Policies to Expand Employment and Opportunity.” The Harris School of Public Policy. 1995.

Request for Proposals for Intermediary and Conveners for NYC Justice Corps issued by The City University of New York on December 13, 2007). There is no advantage or disadvantage to organizations that submit a proposal for the Evaluator Contractor and for the NYC Justice Corps Intermediary Contractor or Convener Contractor. No organization that receives an award as any of the Convener Contractors can also receive an award as the Evaluator Contractor.

Section 2 – Minimum Qualifications for Proposers

All proposers shall meet the following minimum threshold requirements. Proposals that do not demonstrate that the proposer meets these requirements will not be considered.

1. Proposers shall be institutions with an established track record of successful research and evaluation in the fields of social service or criminal justice programs and initiatives.
2. Principal investigator shall have at least 10 years experience providing evaluation and investigative research services of the same or similar nature and scope.
3. Principal investigator shall have managed one or more random-assignment evaluation projects in the past five years.
4. Proposers shall demonstrate financial viability by providing audited financial statements for the prior year.
5. If the proposer has also submitted a proposal to perform the Intermediary Contractor services, the staff and management of the evaluation unit of the organization shall exist in a separate and independent division of the organization from the portion of the organization that shall provide the Intermediary Contractor services so as to ensure impartiality of the evaluation.

Section 3 - Terms of Contract and Renewal

- A. The College anticipates entering into a Contract for the New York City Fiscal Year 2008 with the right to renew for four additional years at the College's discretion with the selected proposer. The expected Contract value is \$1,310,440 for the five years.
- B. The sum of \$1,310,440 is the maximum Contract amount; it shall cover all Evaluator Contractor activities involved in the evaluation over the five fiscal years of activity. The College shall have the right to terminate this Contract at any time for cause or unavailability of funds.
- C. All payments will be deliverables-based.

Section 4 - Contractor Requirements

The Evaluator Contractor shall comply with all laws, regulations, rules, orders, requirements, and the like of federal, state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and other agencies ("law(s)") with respect to this Contract. If there is a conflict between or among any laws and specific requirements of this Contract, then the Evaluator Contractor shall comply with the most stringent law in each instance. By noting any specific laws with particularity in this Contract or in any other prior or

future communication, Evaluator Contractor is not relieved of any obligation to comply with all laws, and the College does not waive any rights they may have with respect to such compliance.

The Evaluator Contractor shall maintain all records and reports required by Contract, by law, by best practices, and by industry standards. Immediately upon request from the College, the Evaluator Contractor shall provide access to all such records and reports for review.

Section 5 – Scope of Work

The College is seeking an Evaluator Contractor to accomplish the following tasks:

- A. **Evaluation Design.** Following successful contract negotiations, the Evaluator Contractor shall develop and submit for College approval a final design for the evaluation. This evaluation design shall be subject to approval by the College's Institutional Review Board (IRB). In addition, the Evaluator Contractor's designated principal investigator and other key staff on the project shall be required to complete the College's mandatory training on the protection of human research subjects. (For more information on the College's IRB and training on the protection of human research subjects, please refer to: <http://www.jjay.cuny.edu/irb/>.)

This evaluation design shall include plans to include a control group, and to ensure that this group is adequate in size to conduct comparative analyses. The Evaluator Contractor shall refine the research questions, develop data collection strategies and instruments, describe analytic techniques to be employed, as well as any modification of key milestones and deliverables.

The evaluation will address the following key research questions:

1. What are the issues and challenges in implementing and operating the NYC Justice Corps? Is the NYC Justice Corps implemented as planned, and if not, is it a design or implementation problem? What are the lessons learned (particularly with regard to replicating or expanding the program)?
2. Is the NYC Justice Corps successfully recruiting its target population? Are participants successfully completing the program?
3. What are the expected short- and long-term outcomes for the program? Are the Convener Contractors on track to achieve their outcomes based on their current service levels and program performance? What are the effects of the NYC Justice Corps on participants' education, employment, and recidivism outcomes?
4. What is the effect of the NYC Justice Corps on the target areas?
5. What are the costs and benefits of the intervention?

The Evaluator Contractor shall undertake the following tasks and responsibilities:

1. Design an evaluation strategy in collaboration with the College and other selected stakeholders.

2. Meet with the College to discuss the proposed evaluation design and key research questions.
 3. Establish anticipated timelines for an implementation evaluation and an outcome evaluation that will assess the level of effect of the NYC Justice Corps, and an estimation of the level of effectiveness of the NYC Justice Corps that the evaluation would reliably be able to detect.
 4. Develop and submit to the College a detailed evaluation schedule that indicates when tasks related to each project will be carried out. Revise and update the evaluation schedule and provide same to the College, as necessary and as requested by the College.
- B. **Logic Model.** The Evaluator Contractor shall articulate the NYC Justice Corps theory and logic model to provide structure for both the implementation and outcome evaluations. The Evaluator Contractor shall craft a Logic Model that will serve as a seminal reference document for all stakeholders, including: the three Convener Contractors, the Intermediary Contractor, the Evaluator Contractor, and the College. The Evaluator Contractor shall craft this Logic Model such that it makes explicit the assumptions that link the NYC Justice Corps's inputs, activities, outputs and outcomes. This Logic Model shall provide guidance and structure for the identification of assumptions to be examined in the implementation evaluation, and the intermediate and long-term outcomes to be examined in the outcome evaluation. The Evaluator Contractor shall finalize the Logic Model, based on actual program operations, and shall base part of the implementation evaluation on the finalized version.
- C. **Recruitment and Enrollment Procedures.** The Evaluator Contractor shall assist the Intermediary Contractor and the three Convener Contractors in designing recruitment and enrollment procedures for the NYC Justice Corps that comply with random assignment evaluation requirements and ensure an adequate sample size for a statistically valid outcome evaluation. The Evaluator Contractor shall provide consultation to the Intermediary Contractor and Convener Contractors so that upon entry of the second cycle/cohort of participants (approximately three months from program launch), the intake and enrollment procedures of the NYC Justice Corps program sites conform with the demands of the random assignment outcome evaluation. A random assignment protocol, with eligible individuals randomly assigned to program and no-program conditions (or a non-program alternative), shall be agreed upon with the College, the sponsors, the Intermediary Contractor and the three Convener Contractors for use in all three of the local sites.

This protocol should address:

1. How randomization will occur;
2. When randomization will occur;
3. Study protocol for the control group;
4. Ethical issues and how they will be addressed;
5. Methods for minimizing detrimental impacts on Convener Contractors' ability to recruit subsequent participants;

6. Protocols for maintaining the integrity of the treatment and control conditions;
7. Protocols for known exceptions to randomization;
8. Methods for assessing comparability of the resulting groups; and
9. An analysis plan that collects pre- and post-data for treatment and control groups and that captures program outcomes.

D. **Implementation Evaluation.** The Evaluator Contractor shall conduct an implementation evaluation of the NYC Justice Corps. During Fiscal Year 2008 and Fiscal Year 2009 of the program, the Evaluator Contractor shall assess program implementation including the start-up phase, the actual scope and type of services offered and the day-to-day operations of the three Convener Contractors and the Intermediary Contractor. The Evaluator Contractor shall conduct the implementation evaluation such that it assesses and documents recruitment activities, characteristics of program participants, eligibility criteria, client satisfaction, and other participant dynamics. This will provide the Intermediary Contractor and Convener Contractors, as well as the College, with a solid understanding of the early challenges and successes of the NYC Justice Corps including adherence to or deviation from the stated program model. A primary purpose of the implementation evaluation is to support the continuous improvement of the program. Information provided by the implementation evaluation will allow the Convener Contractors and the Intermediary Contractor to refine and improve program design and operations over time.

Beyond the start-up phase of the program implementation at each Convener Contractor site, the Evaluator Contractor shall document and assess:

1. How Convener Contractors engage potential participants and conduct recruitment.
2. The target population, including demographics, background, criminal justice history and other characteristics.
3. Intake and enrollment procedures and conformance with random assignment.
4. Participant assessment, skill and team building and job readiness training in preparation for community benefit project service.
5. The identification and execution of community benefit service projects and the placement of participants in those projects. This evaluation will also document the impact of those projects on the participants and the community.
6. The cultivation of internship opportunities and placement of participants in these internships.
7. Participant satisfaction with community benefit service project placement, internship placement and other program supports.
8. The provision of services to participants by each Convener Contractor, including workforce development services.
9. The provision of mentoring services to participants (if provided).
10. Other community activities and events in support of or in collaboration with local NYC Justice Corps sites.
11. Attendance and internship completion.
12. The cost of providing program services to participants.

13. The first cohort of participants, though not randomly assigned to treatment and control groups, will be assessed and tracked for program participation and long-term outcome indicators as a baseline study. Their experience with and perceptions of the program will also be assessed and documented to assist in program refinement, recruitment strategies and continuous improvement of program operations.

E. Outcome Evaluation. The Evaluator Contractor shall conduct an outcome evaluation of the NYC Justice Corps to assess the effect of the NYC Justice Corps on a randomly-assigned sample of participants' long-term employment, education and recidivism outcomes, as well as a host of secondary indicators. The Evaluator Contractor will conduct an analysis of short-term (30 days, 60 days, 90 days, and six months after program completion) and long-term (one year and two years after program completion) outcomes of NYC Justice Corps participants and control group members.

The Evaluator Contractor shall conduct an analysis that will examine how participation in the NYC Justice Corps affects participants':

1. Job placement and retention and career advancement;
2. Average and yearly wages;
3. Educational and vocational attainment; and
4. Recidivism, including re-arrest, re-conviction, and re-incarceration, outcomes.

The Evaluator Contractor shall conduct an analysis that may also examine the effects of participation on other individual and community outcomes, including:

1. Civic engagement of participants, including attendance at community meetings, engagement in community-based organizations, local politics, etc.;
2. Youth development, asset, attitude, and risk assessments;
3. Neighborhood recidivism rate;
4. Community benefits;
5. Community perceptions of formerly incarcerated individuals; and
6. Other as agreed-upon with College, Intermediary Contractor, and sponsors.

F. Data Collection Methodology. The Evaluator Contractor shall collect demographic, participation, and outcomes data from the Intermediary Contractor, other administrative data sources, program participants, and the control group. The Intermediary Contractor will be responsible for building a centralized information management system to collect programmatic data, and train the Convener Contractors to manage the data collection and data entry into this system. The Evaluator Contractor shall work with the Intermediary Contractor who will ensure that this data is accessible to be included in the implementation and outcome evaluations. The Evaluator Contractor shall summarize the status of data collection, analysis, and preliminary results (when available) in monthly and/or quarterly reports made available to the College that provides an update on the status of data collection, analysis, and preliminary results when available. Also, the Evaluator Contractor shall identify and inform the College and sponsors of methodological and random assignment challenges that arise.

- G. Coordination with the Central Evaluator of the CEO. The Evaluator Contractor shall coordinate evaluation design and tracking with the Central Evaluator of the CEO. CEO may require additional indicator tracking and other coordination. The Evaluator Contractor for the NYC Justice Corps is expected to comply with all reasonable requests for data, evaluation design and other coordination. The Evaluator Contractor shall work with the College, Intermediary Contractor and Convener Contractors to analyze the research findings and to incorporate lessons learned into program design and program operations.
- H. Reporting. The Evaluator Contractor will negotiate with the College a specific outline (including table shells) for reports. The College expects periodic status reports on the evaluation and program performance, and interim and final implementation and effect reports (as outlined in Part A - Request for Proposals, Section 8 - Price Proposal). The specific format, content and timing of these reports will be negotiated at contracting.

Section 6 - Termination

- A. The College may terminate the Contract for cause at any time if the Evaluator Contractor does not provide any of the information or documents as required under the terms of this Contract; or the Evaluator Contractor misstates, conceals, or fails to disclose any material information in this Contract, or in any written statement or oral examination or hearing, in connection with this Contract; or the Evaluator Contractor fails to advise University within five (5) business days if there is any change in the facts or information provided by John Jay College of Criminal Justice after the date the College signs this Contract; the College finds that the certification filed by Evaluator Contractor in accordance with New York State Law §139-k, was intentionally false or intentionally incomplete.
- B. The University shall have the right to terminate this Contract at any time due to unavailability of funds.
- C. The University shall have the right to terminate this Contract at any time for convenience provided that the University has given written notice to the Evaluator Contractor no later than (30) days or more prior to the date of termination.
- D. If the University terminates this Contract for unavailability of funds or for convenience, then the Evaluator Contractor shall:
 - 1. Stop the performance of its services except as may be necessary to carry out such termination.
 - 2. Assign to University all rights of the Evaluator Contractor under contracts, subcontracts or purchase orders then outstanding.
 - 3. Terminate to the extent possible outstanding contracts, subcontracts or purchase orders; and

4. Take any other action toward termination of the Evaluator Contractor's services that the University may reasonably direct.

Section 7 - Payment

On satisfactory documentation of justifiable expenses and that each deliverable has been accomplished and on submission of an invoice, in a format approved by the College and its fiscal agent, the Research Foundation of The City University of New York (the "Research Foundation"), the College through its fiscal agent, the Research Foundation, shall pay the Evaluator Contractor in accordance with the amounts set forth in the Contract.

Section 8 – Operating Plan

The operating plan will be negotiated and incorporated into the Contract.

PART C – PROPOSAL SUBMISSION SIGNATURE PAGE(S)

Notes to Proposers:

1. Complete this page. Complete all Proposal Price Breakdown Page(s).
2. Sign in the presence of a notary; have Certificate of Acknowledgement (next page) completed and signed.
3. If there is a discrepancy between the Proposal Price offered in words and the Proposal Price offered in figures or between the Proposal Price written here on in any other part of the Proposal Submission, the University reserves the right to deem the lower (lowest) price the Proposal Price offered.

Proposer hereby offers the goods and services specified in Part B-Specifications in accordance with the Budget Proposal and Budget Narrative attached and the terms and conditions of agreement as set forth in the RFP as issued (and amended) by the University.

Proposer: _____
(print or type corporation/partnership/limited liability company/individual name)

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

FEIN: _____

Not Submitting a Proposal

<input type="checkbox"/> Check this box and return this page if you are not submitting a Proposal.
--

PROPOSAL SUBMISSION ACKNOWLEDGMENT

**CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR - INDIVIDUAL,
CORPORATION, PARTNERSHIP, or LIMITED LIABILITY COMPANY:**

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of _____, 200___, before me personally came _____
_____ to me known, who, being by me duly sworn, did say, that ___he resides
at _____, Town of _____,
County of _____, State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

[] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): _he is the _____ of _____
_____, the corporation described in said instrument; that, by authority of
the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument
on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority,
_he executed the foregoing instrument in the name of and on behalf of said corporation as the act
and deed of said corporation.

[] (If a partnership): _he is the _____ of _____,
the partnership described in said instrument; that, by the terms of said partnership, _he is
authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of
and on behalf of said partnership as the act and deed of said partnership.

[] (If a limited liability company): _he is a duly authorized member of _____
_____ LLC, the limited liability company described in said instrument; that _he
is authorized to execute the foregoing instrument on behalf of the limited liability company for
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing
instrument in the name of and on behalf of said limited liability company as the act and deed of
said limited liability company.

Notary Public or Commissioner of Deed

Registration No.

PART D - GENERAL INFORMATION FROM VENDOR

- Section I New York State Vendor Responsibility Questionnaire; Certification of No Change (6 pages)
- Section IA New York State Vendor Responsibility Questionnaire (8 pages)
- Section II NYS Executive Law Article 15-A Statement (EEO) (2 pages)
- Section III Tax Law § 5-a, Form ST-220-CA and ST-220-TD - Contractor Certification (6 pages)
- Section IV State Finance Law §§ 139-j and 139-k (Disclosure of Non-Responsibility Determinations and Certification of Compliance) (3 pages)
- Section V Planned Employment Forms for Consultants (2 pages)
- Section VI NYC Vendor Qualification Questionnaire (VENDEX)
- Section VII NYC Principal Questionnaire (VENDEX)

PART D

Section I - New York State Vendor Questionnaire: Certification of No Change

The City University of New York conducts a review of prospective consultants and contractors to provide reasonable assurances that the vendor is responsible. New York State designed this questionnaire to provide information to assess a vendor's authorization to do business in New York State, as well as its business integrity, financial and organizational capacity, and performance history.

Each vendor must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor's business and operations, because an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

Instruction to Vendor: Complete and sign "Certification of No Change" that follows immediately below or the New York State Questionnaire (pages 30-34).

CERTIFICATION OF NO CHANGE

State of _____)
) ss:
County of _____)

The undersigned, being duly sworn, deposes and says:

1. I am an authorized representative of _____, ("Vendor") which is currently being considered as a vendor for a City University of New York contract.

2. Vendor previously submitted a New York State Vendor Responsibility Questionnaire ("Questionnaire") to _____ that was signed less than one year ago in connection with another State solicitation or contract.

3. Attached immediately behind this page is an accurate and true copy of such Questionnaire.

_____ By: _____
Date Print Name:
Print Title:

Sworn to before me this _____ day of _____, 20__;

Notary Public

Notary Stamp/Registration No.

Part D,
Section I A - New York State Vendor Responsibility Questionnaire

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established

I. BUSINESS CHARACTERISTICS		
9e) <input type="checkbox"/> General Partnership	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?	
g) <input type="checkbox"/> Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed: <input type="checkbox"/> United State _____ <input type="checkbox"/> Other Count _____		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: <i>Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.		
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.		
1.4 Is the Business Entity publicly traded?		<input type="checkbox"/> Yes <input type="checkbox"/> No
CIK Code or Ticker Symbol _____		
1.5 Is the responding Business Entity a Joint Venture? Note: <i>If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?		<input type="checkbox"/> Yes <input type="checkbox"/> No

I. BUSINESS CHARACTERISTICS

If 'Yes', check all that apply:

- New York State Certified Minority Owned Business Enterprise (MBE)
- New York State Certified Women Owned Business Enterprise (WBE)
- New York State Small Business
- Federally Certified Disadvantaged Business Enterprise (DBE)

1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. Attach additional pages if necessary.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary. Yes No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate? Yes No

Individual's Name	Position/Title with Affiliate

2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? Attach additional pages if necessary Yes No

Joint Venture Name:	Joint Venture EIN (If available):	Identify parties to the Joint Venture:

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description. Yes No

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity or any Affiliate

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VIII. LEADERSHIP INTEGRITY

NOTE: If the Business Entity is a Joint Venture Entity, answer ‘N/A – Not Applicable’ to questions 8.0 through 8.4.)

Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

VIII. LEADERSHIP INTEGRITY	
<p>NOTE: If the Business Entity is a Joint Venture Entity, answer ‘N/A – Not Applicable’ to questions 8.0 through 8.4.)</p> <p>Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</p>	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>For each “Yes” answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant’s name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
<p>9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If “yes” did any audit reveal material weaknesses in the Business Entity’s system of internal controls? If “Yes”, did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

X. FREEDOM OF INFORMATION LAW (FOIL)	
<p>10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Indicate the question number(s) and explain the basis for the claim.</p>	

State of _____)

) ss:

County of: _____)

State of New York Vendor Responsibility Questionnaire

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete..

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information, and belief;
- is knowledgeable about the submitting vendor’s business and operations;
- understands that New York State will rely on the information supplied in the questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor’s responses herein prior to the State Comptroller’s approval of the contract.

Contractor: _____
(print or type corporation, partnership, or individual name)

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

Date: _____

Sworn to before me this _____ day of _____, 20____

Notary Public

Notary Stamp/Registration No.

Part D

Section II - NYS Executive Law Article 15-A Statement (EEO)

EEO STANDARD LANGUAGE
(applies to all contract with a value in excess of \$25,000)

Instructions:

1. These provisions are required pursuant to New York State Executive Law, Article 15-A, Section 312 and 9 NYCRR Section 540 *et seq.*
2. Please read this section; your signature the Contract Signature Page indicates that you have read, understood, and agree with these terms and conditions. Paragraph (3)(a) through (c) constitutes Contractor's Equal Employment Opportunity Policy Statement.
3. If you are the responsive and responsible proposer offering the lowest price, then you must submit a staffing plan to the University within five (5) Business Days of notification.
4. If you are awarded this Contract, you must submit a work force utilization report to the University on either a quarterly or semi-annual basis, as specified in Part B, Section 23, page 17.
5. If this Contract permits subcontracting, all subcontracts shall also be subject to the following provisions:

State agencies shall include in all State Contracts and all documents soliciting bids or proposals for State contracts the following language:

(1) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity Policy Statement to the contracting agency within the time frame established by that agency.

(3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(4) Except for construction contracts, prior to an award of State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency.

(5) After an award of the State contract, the Contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

Note: The Contractor shall include the language of the above provisions in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on the State contract.

Contractor: _____
(print or type corporation, partnership, or individual name)

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

Date: _____

Part D

Section III - Tax Law §5-a, Form ST-220-CA and ST-220-TD - Contractor Certification

Note: Form ST-220-CA available at: http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf.



For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number	Covered agency name		
Covered agency address			Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public) _____
(title)

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Note: Form ST-220-TD available at: http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf.



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)

ST-220-TD

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()	
Covered agency name	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

 **Internet access:** www.nystax.gov
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676

 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Page 2 of 4 ST-220-TD (6/06)

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Section IV - State Finance Law §§ 139-j and 139-k

Procurement Lobbying Law - State Finance Law §139-j and §139-k

Contractor is reminded to read, complete, sign, and submit these pages to comply with the new Lobbying Law of 2005, as set forth in the State Finance Law Sections 139-j and 139-k, requiring additional State procurement disclosure.

Pursuant to State Finance Law §§139-j and 139-k, this Contract includes and imposes certain restrictions on communications between the University, including its constituent Colleges, and a potential vendor during the procurement process. A vendor is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Contract by the University and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact is identified on page 1 of this Contract.

University (and College) employees also are required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four-year period, the vendor is debarred from obtaining any governmental procurement contracts. Further information about these requirements can be found in the guidelines issued by the Advisory Council on Procurement Lobbying, which can be found on the OGS website at:

<http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>

This Contract was awarded and will be administered in compliance with the requirements of Education Law Section 6218 and New York State Finance Law Article XI, and the New York State Lobbying Law, as set forth in the State Finance Law, Sections 139-j and 139-k.

**Disclosure of Prior Non-Responsibility Determinations
and
Certification of Compliance with State Finance Law §139-j and §139-k**

Name of Vendor: _____

Address of Vendor: _____

EIN of Vendor: _____

<p>1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (please circle)</p> <p style="text-align: center;">No Yes</p> <p>*If you answered "No" to question #1, then please proceed to and answer question #5.*</p> <p>2. If you answered "Yes" to question #1, then please answer the following: Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (please circle):</p> <p style="text-align: center;">No Yes</p> <p>3. If you answered "Yes" to question #1, then please answer the following: Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (please circle):</p> <p style="text-align: center;">No Yes</p> <p>4. If you answered "Yes" to any of questions #1, #2, or #3, then please provide details regarding the finding of non-responsibility below.</p> <p>Governmental Entity: _____</p> <p>Date of Finding of Non-Responsibility: _____</p> <p>Basis of Finding of Non-Responsibility (add additional pages as necessary):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Disclosure of Prior Non-Responsibility Determinations
and Certification of Compliance with State Finance Law §139-j and §139-k

page 2 of 2

5. Has any Governmental Entity of other governmental agency terminated or withheld a Procurement Contract with Vendor (the above-named individual or entity) due to the intentional provision of false or incomplete information? (please circle):

No Yes

If you answered "Yes" to question #5, then please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding (add additional pages as necessary): _____

Vendor acknowledges and agrees that the University reserves the right to terminate this Contract in the event it is found that the certification filed by the Vendor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the University may exercise its termination right by providing written notification to the Vendor in accordance with the written notification requirements of Article III, paragraph D of the Contract.

CERTIFICATION: Vendor certifies that all information provided to the University with respect to State Finance Law §139-k is complete, true and accurate.

AFFIRMATION: On behalf of the entity named below, I hereby affirm that I understand and agree to comply with the procedures of the University relative to permissible Contacts as required by State Finance Law §§139-j and 139-k, particularly §139-j (3) and §139-j (6) (b).

Vendor: _____
(print or type corporation, partnership, or individual name)

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

Date: _____

Part D

Section V - Planned Employment Forms for Consultants

Consultant Disclosure Legislation – Chapter 10 of the Laws of 2006 amending State Finance Law §§ 8 and 163(1) imposes new reporting requirements. Contractors providing services under a contract for consulting services are required to disclose, by employment category for itself and for its subcontractors, the number of persons employed to provide services, the number of hours worked, and the amount paid to the Contractor by the University as compensation for work performed by these employees.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by the University for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

As part of its Bid Submission package, vendor must complete, sign, and submit Form A - State Consultant Services Contractor's Planned Employment from Contract Start Date through the End of the Contract Term (follows).

As part of its obligations under the Contract, for each year the Contract is in effect, Contractor must complete and submit timely the information required in Form B - State Consultant Services Contractor's Annual Employment Report (follows), providing detailed information, including historical information, regarding actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

Completing the Forms:

Complete Form A and Form B for consulting services in accordance with the following:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

OSC Use Only:

Reporting Code:

Category Code:

Date Contract Approved:

FORM A

**State Consultant Services - Contractor's Planned Employment
From Contract Start Date Through The End Of The Contract Term**

State Agency Name: **City University of New York on behalf of _____ College** Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages if necessary)

page of

FORM B

OSC Use Only: Reporting Code: Category Code:

State Consultant Services Contractor's Annual Employment Report Report Period: April 1, to March 31,
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Contracting State Agency Name: CUNY on behalf of _____ College Agency Code: Contract Number: Contract Term: / / to / / Contractor Name: Contractor Address: Description of Services Being Provided:
--

Scope of Contract (Choose one that best fits): Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared: / /
--

(Use additional pages if necessary)

page of

Part D

Section VI - NYC Vendor Qualification Questionnaire

University will provide forms to Vendor for completion, if applicable, at time of Contract award (see Part E, Section 39 – VENDEX Questionnaire).

Part D

Section VII - NYC Principal Questionnaire

University will provide forms to Vendor for completion, if applicable, at time of Contract award (see Part E, Section 39 – VENDEX Questionnaire).

PART E - TERMS AND CONDITIONS OF AGREEMENT

THIS AGREEMENT is made by and between The City University of New York ("University") on behalf of the College named on page 1 ("College") and the vendor identified on the Contract Signature Page and in the State of New York Vendor Responsibility Questionnaire attached ("Contractor").

In consideration of the mutual stipulations and covenants herein contained, University and Contractor agree with each other as follows:

Section 1 - Definitions

The following words and expressions used in this Contract shall be construed to mean as follows:

- 1.1. "approved", "directed", "required", "specified", unless specifically stated otherwise, to mean approved, directed, required, or specified, as the case may be, by the University through its representative, the Business Manager.
- 1.2. "Business Days" - Mondays through Fridays (excluding Saturdays and Sundays), excluding holidays on which the College is officially closed.
- 1.3. "Business Manager" - the business manager of the College acting either directly or through his/her designated representative in any matter. If this is a University-wide contract, or one in which the Work is performed for more than one College or University unit, then references to the "Business Manager" shall be deemed to signify that person or persons designated by the University in writing.
- 1.4. "City" - the City of New York.
- 1.5. "College" - the College or the University's Office of University Controller - University Contracting, as named above, on behalf the constituent member of the University.
- 1.6. "Comptroller" - the Comptroller of the City or State of New York, as applicable.
- 1.7. "Contract" - see Part V, Section 2.1. below.
- 1.8. "Contractor" - the second party named above.
- 1.9. "Contract Price" - the price for which Contractor will deliver the Goods and perform the Services as set forth on the Contract Signature Page (page 20).
- 1.10. "Days" or "days" - calendar days.
- 1.11. "Goods" - the goods, supplies, materials, equipment, or processes to be furnished to University under this Contract.
- 1.12. "Laws" - all laws, regulations, rules, orders, requirements, and the like, of federal, state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and the like.
- 1.13. "Other Contractor(s)" - any vendor or contractor (other than Contractor) who has a contract with the University or a university affiliated entity, or who has other authority to work on the Site.
- 1.14. "OUC" - Office of University Controller - University Contracting.
- 1.15. "Purchasing Office" - the Purchasing Office of the College or the University's Office of Controller - University Contracting.
- 1.16. "Services" - the labor to be performed under this Contract.
- 1.17. "Site" - the physical area where Goods and Services are to be provided and where Contractor may provide any Work under this Contract.
- 1.18. "State" - the State of New York.
- 1.19. "University" - The City University of New York.
- 1.20. "Work" - the Goods to be furnished and the Services to be performed pursuant to this Contract.

Section 2 - Contract Documents

2.1. This Contract includes the following documents: (1) these Terms and Conditions, the specifications, exhibits, drawings, schedules, and appendices; (2) the Information from Contractor provided by Contractor pursuant to Part A; (3) questionnaires, amendments, addenda and representations and affirmations of Contractor; (4) samples and any other information submitted by Contractor; (5) insurance documents; (6) bonds; (7) New York State Appendix A - Standard Clauses for All New York State Contracts, and all New York City, and New York State requirements included in Part C of This Agreement; (8) the advertisement(s); and (9) notice of award.

2.2. The matters and items comprising this Contract, as set forth in Section 2.1 above, are intended to mutually explain and complement one another. Any conflict between or among the separate elements, any errors or omissions, or any doubt as to the requirements of the Contract, shall be resolved or corrected by the University in writing. Contractor shall have no unilateral power to make any such resolutions or corrections.

2.3. In cases of conflict between or among Contract Documents, the order of precedence shall be as follows:

1. New York City and New York State Requirements, including NYS Appendix A
2. Terms and Conditions
3. Specifications
4. Other documents issued by University
5. Information submitted by Contractor

Section 3 - Contractor's Representations

3.1. Contractor has carefully examined the Contract, including, but not limited to, the terms and conditions of the agreement and the specifications, and will perform the Contract faithfully following all the terms and conditions thereof.

3.2. Contractor expressly undertakes, and agrees to fully comply with any and all laws, orders, or regulations of any federal, state, or local authority or agency insofar as any of the same affect the execution, and performance of this Contract and to notify the College promptly in writing of any such law, order, or regulation that may be promulgated at any time during the course of the performance of this Contract that may affect the Contract.

3.3. Contractor certifies, under penalty of perjury, to the best of its knowledge and belief that this Contract and the representations contained herein, have been properly authorized by its governing body and such authorization shall be deemed to include the signing and submission of the Contract and that Contractor is of lawful age and the only one interested in this Contract and no person, partnership, corporation, or limited liability company other than Contractor has any interest in this Contract.

3.4. Contractor hereby represents and warrants that the Contract Price was arrived at independently and is: (a) in all respects fair; (b) made without collusion or fraud; (c) that no public officer or employee, University officer or employee, or person whose salary is payable in whole or in part, directly or indirectly, from the City Treasury or State Treasury, or a city-affiliated or state-affiliated entity, is directly or indirectly interested in the Contract or in the Goods or Services to which it relates or in any portion of the profits thereof.

3.5. Contractor certifies that the prices quoted herein are net and are exclusive of all federal, state, and local sales or use taxes.

3.6. Contractor hereby represents and warrants that it has completed and submitted all required information and documents and that all such information and documents in connection with this Contract, is true, accurate, not misleading, and complete, including the information and documents in connection with:

- a. The Office of State Comptroller's State of New York Vendor Responsibility Questionnaire.
- b. State Tax Law 5-a (Form ST-220).
- c. Procurement Lobby Law, State Finance Law §§ 139-j and 139-k.

3.7. Contractor hereby represents and warrants that it pays prevailing wages.

3.8. Contractor agrees and represents that: (a) it will comply with all applicable Equal Employment

Opportunity and Affirmative Action programs, and (b) all subcontracts entered into for the purposes of this Contract shall contain provisions binding such subcontractor to compliance with such programs.

3.9. Contractor hereby represents and warrants that Contractor is not in arrears to the University, the City, the State, any agency, or any quasi-agency thereof upon a debt, contract, or taxes. Contractor is not a defaulter as surety, or otherwise upon any obligation to the University, the City, State, or any agency, or quasi-agency thereof, except as set forth herein. Contractor hereby agrees that if any of the information, events, or representations set forth or described in this Section 3, occur after Contractor executes this Contract, or if there are any changes to the information provided by Contractor in connection with this Contract prior to, or during performance of this Contract, Contractor shall promptly submit written notice to University of all such changes pursuant to the Notice provision.

Section 4 - Responsiveness and Responsibility of Contractor

4.1. The University reserves the right to request Contractor to provide additional information and representations at any time. Contractor shall submit such information and representations in the form of a signed and notarized statement within the time established by the University.

4.2. The University reserves the right to request Contractor to submit to an oral examination or hearing at any time. Contractor shall submit to such examination or hearing which shall be conducted within a time period specified by the University. Contractor shall have the right to receive due process at such examination or hearing.

Section 5 - Performance

5.1. Contractor shall deliver the Goods and perform the Services for the Contract Price.

5.2. Contractor shall deliver the Goods and perform the Services within the time specified.

5.3. Contractor shall deliver the Goods and perform the Services at the direction of the Business Manager and in a manner that will insure the safety of the University community.

5.4. Contractor shall deliver the Goods and perform the Services subject to all Laws.

5.5. Contractor, its employees, subcontractors, and agents shall be subject to all applicable University and College rules and regulations whenever any of them are on University property.

5.6. If subcontracting is permitted under this Contract, then Contractor shall ensure that its subcontractors and agents comply with all Laws, University and College rules and regulations, and all applicable provisions of this Contract.

5.7. Contractor acknowledges and represents that it has carefully examined the Site(s). Contractor shall be presumed conclusively to have full knowledge of any and all conditions on, about, above, or below the Site relating to, or affecting in any way, the Work that were or should have been discovered by a reasonably prudent vendor.

Section 6 - Goods

6.1. University has the right to inspect and either accept or reject any goods proffered by Contractor.

6.2. Deliveries shall consist only of new and unused goods unless otherwise specified.

6.3. Contractor shall not remove or alter any manufacturer's label or marking from any Goods.

6.4. Delivery containers and reels become the property of the University unless returnable or otherwise specified in Part B - Specifications. If containers or reels are returnable to a third party, then Contractor shall not charge University for them and shall return them at its expense.

6.5. Contractor shall remove any nonconforming goods at its own expense within a reasonable time, not to exceed five (5) Business Days after notification of any rejection.

6.5.1 Contractor shall remove perishable goods within twenty-four (24) hours after notice of rejection.

6.5.2 Rejected goods left longer than five (5) Business Days shall be deemed abandoned, and the

College shall have the right to dispose of them. The costs incurred in such disposal shall be charged to Contractor, and Contractor shall pay such costs within five (5) Business Days of notice of same.

- 6.6. Contractor bears the risk of loss of all Goods until inspected and accepted by College. In addition, if College revokes acceptance, then Contractor bears the risk of loss thereafter.
- 6.7. The University shall be under no obligation to sell or resell any rejected goods.
- 6.8. Contractor shall bear the cost of all further inspections required by reason of any rejection or revocation of acceptance.
- 6.9. If Contractor fails to make delivery within the time specified, or if a delivery is rejected, then University may obtain the Goods from other sources under the buy-against procedure set forth below:
 - 6.9.1. If the new purchase price exceeds the Contract Price, then the University shall charge Contractor the excess cost, the cost of procuring an alternate contractor, and applicable liquidated damages (separately and collectively "Buy-Against Costs".)
 - 6.9.2. If the new purchase price is less than the Contract Price, then Contractor shall have no claim to the difference; in addition, the costs to solicit the new vendor and applicable liquidated damages shall be charged against Contractor.
 - 6.9.3. All Buy-Against Costs shall be deducted from money that Contractor is due or that shall become due to Contractor from the University. If there is no money due to Contractor from University, then Contractor shall pay the full amount of such Buy-Against Costs within five (5) Business Days of Notice of same.

Section 7 - Proprietary Articles

- 7.1. Goods identified in the Contract by a catalog description, trademark, trade name, or by the name of any particular patentee, manufacturer, or dealer, shall mean the specific goods indicated or a Contractor proposed substitute item that has been deemed by University as an "or equal".
- 7.2. Where a manufacturer's name, catalog number, specific item number is mentioned, it is intended to establish a standard of quality and performance. Contractor acknowledges that it was invited to submit proposed substitutes for review and determination by University regarding whether the Contractor-proposed substitutes meet the required standards to be deemed an "or equal". Contractor shall submit samples of any such proposed substitutes together with information sufficient to assist the University in making its determination. The University may request additional information or demonstration of performance of proposed substitutes at any time, and Contractor shall provide such requested information or demonstration promptly. The University may reject Contractor-proposed substitutes that it deems not equal to the items specified.
- 7.3. The Contract Price shall be for the specified items or proposed substitute that has been deemed by the University as an "or equal".
- 7.4. Contractor shall be liable for all claims against the University, the City, the State, and any officer, agent, or employee of any of them for infringement of patent rights, copyrights, or other proprietary rights arising from the purchase or use of any proprietary goods, and shall save harmless and indemnify the University, the City, the State, and any officer, agent, or employee of any of them, against all costs, expenses, and damages that any may incur by reason of such infringement.

Section 8 - Contract Quantities

- 8.1. Unless otherwise stated in the Specifications, unit prices shall not vary, notwithstanding any increase or reduction in the quantities of Goods or Services requested by the University, and no claim for damages shall be made by or allowed to Contractor by reason of such increase or reduction.
- 8.2. This is a Requirements Contract unless specifically stated otherwise, and the estimate of quantities of the Goods or Services required is approximate and shall in no respect be deemed a guarantee.

- 8.2.1. The quantities actually required to complete the Contract may be less or more than estimated, and, if less, then no action for damages or lost profits shall accrue to Contractor.
- 8.2.2. If the quantity(ies) varies from original estimated number or amount, then the Contract Price shall be adjusted accordingly.
- 8.3. Even if this is not a Requirements Contract, the University shall have the right to increase or reduce the quantity of Goods or Services by up to ten percent (10%) thereof, unless otherwise stated in the Specifications.

Section 9 - Term: Time of Completion and Extension of Time

- 9.1. The time of completion shall be set forth in the Specifications.
- 9.2. If Contractor is delayed in delivering any Goods or performing any Services by any act or omission of the University, then Contractor will be allowed an extension of time to perform equal to the number of Business Days or parts thereof it was so delayed, provided that Contractor makes application for such an extension in writing prior to expiration of the time to complete the Work.
- 9.3. Acceptance of any Goods or Services after the time fixed to deliver the same shall not be deemed a waiver of any rights by the University.

Section 10 - Competent Workers

- 10.1. Contractor shall employ only competent personnel for this Contract. If Contractor is notified in writing that, in the reasonable opinion of the Business Manager, any worker, employee, agent, or representative of Contractor or its subcontractors is incompetent or otherwise unacceptable, then Contractor shall promptly replace such person and shall not assign such person to this Contract again.
- 10.2. Contractor shall at all times enforce and maintain discipline, order, and cooperation between and among its employees, subcontractors, and agents and Other Contractors.
- 10.3. Contractor shall not employ or utilize any labor, materials, or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work, or similar actions by employees or agents of Contractor, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Contractor or its subcontractors pursuant to other agreements or contracts, on or at the University, the College or any other building or premises owned or operated by the City or the State, and their respective agencies, departments, boards, or authorities. Any violation of this requirement by Contractor may be considered proper and sufficient cause for declaring Contractor to be in default under this Contract, and for the University, the City, the State, or any or all of them to take such action against Contractor or any such other action as any of them may deem proper.

Section 11 - Status of Contractor and its Employees

- 11.1. Contractor is an independent entity and is not, nor shall be deemed to be employees, subcontractors, or agents of the University, the City, or the State for any purpose whatsoever.
- 11.2. All employees, subcontractors, and agents furnished by Contractor as required under this Contract shall be employees, subcontractors, or agents of Contractor and not of the University, the City, or the State, or of any of their agencies, departments, boards, or authorities, and Contractor alone is responsible for their work, their personal conduct while performing the Work, and for their direction and compensation. Nothing included in this Contract shall: impose any liability or duty upon the University, the City, or the State to persons, partnerships, firms, organizations, companies or corporations employed or engaged by Contractor as coordinators, subcontractors, consultants, or independent contractors or in any other capacity, or as employees or agents of Contractor, or make the University, the City, or the State liable to any other person, corporation, entity, or government for the acts, omissions, liabilities, debts, liens, obligations, or taxes of whatever nature, including, but not limited to, unemployment insurance and Social Security taxes of Contractor or its coordinators, subcontractors, consultants, independent contractors, employees, or agents.

11.3. Contractor acknowledges that for the purposes of the Immigration Reform and Control Act of 1986 ("Act"), it is an "independent contractor" as defined in the Act and its regulations, and that the University is not an "employer" under the terms of the Act and its regulations with regard to the Work. As a result, the responsibility of complying with the provisions of the Act lie solely with Contractor. Contractor expressly represents that it is aware of the requirements of the Act with regard to the employer's responsibility for ensuring compliance with the Act and its regulations, and for maintaining the proper forms showing that the verification process was completed. Contractor expressly represents to the University its intention to abide by the provisions of the Act. Contractor furthermore agrees that to the extent permitted by law, it shall indemnify and hold the University, the City, the State harmless for any penalty that may be applied to any one or all of them as the result of the hiring by Contractor of an unauthorized alien during the term of this Contract.

Section 12 - Cooperation with Other Contractors

12.1. The University reserves the right, before the completion and acceptance of the Work, to do other work not provided for in this Contract and to employ Other Contractors to do such work in or around the Site as it may deem necessary. Contractor shall afford Other Contractors opportunity for the delivery, storage, and installation of their work and shall properly coordinate Contractor's Work with the work of all Other Contractors.

12.2. Contractor shall not interfere with or impede the work of the University or of Other Contractors employed by the University, but shall, when necessary, temporarily suspend such part of its Work and shall remove such of its temporary Work as may be reasonably required to expedite the installation of the work of Other Contractors.

12.3. No claim for damages shall be made by Contractor nor shall any claim be considered or allowed for the suspension of the Work or the removal of temporary Work required to expedite the work of Other Contractors or for any assistance given to Other Contractors.

12.4. If any part of Contractor's Work depends upon the work of any Other Contractor, then Contractor shall inspect and promptly report to the Business Manager any defects in such work that render it unsuitable for Contractor's Work. Contractor's failure so to inspect and report such defects shall constitute an acceptance of the Other Contractor's work as fit and proper for the reception of Contractor's Work.

Section 13 - Laws and Licenses

13.1. Contractor shall comply with all Laws. If there is a conflict between or among any Laws and specific requirements of this Contract, then Contractor shall comply with the most stringent Law or requirement in each instance. By noting any specific Laws with particularity in this Contract or in any other prior or future communication, Contractor is not relieved of any obligation to comply with all Laws, and the University does not waive any rights it may have with respect to such compliance.

13.2. Contractor shall deliver all required licenses, permits, plans and certificates to the Business Manager before commencement of the Work.

Section 14 - Guarantee

14.1. Contractor guarantees that all Goods, including all parts thereof, are new and of first quality throughout, comply in all respects with, and are fully equal to or exceeds the standards called for in this Contract. Contractor further guarantees all Goods, all parts thereof, the Services, and Contractor's workmanship and work product against any defects of workmanship, construction and materials, and shall promptly repair or replace without cost to the University any article that has become defective, if such defect is not proven to have been caused by negligence by University, within one (1) year from date of acceptance by the University of the final delivery.

14.2. Should Contractor be required to repair or replace any Goods or any part of the Goods so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of acceptance by the University of delivery of such repair or replacement.

14.3. Should Contractor fail to replace or put in first class condition any such Goods or any part of the

Goods so guaranteed within thirty (30) days from date of notice, or sooner if so required by Part B - Specifications, the University may have the work done and Goods repaired or replaced by others and charge the cost to money due or that may become due to Contractor, or, if there be no money due, Contractor agrees to pay the University such costs upon demand.

14.4. All manufacturers' and subcontractors' warranties and guarantees shall run directly to the University as well as to Contractor and its subcontractor(s). Contractor shall obtain all manufacturers' warranties and guarantees in writing in the name of the University and will deliver same to the University.

14.5. The provisions of this Section shall survive the expiration or termination of this Contract.

Section 15 - Notices

15.1. All notices, letters, orders or other communications ("Notices"), when deposited in a postpaid wrapper in any post office box regularly maintained by the United States Postal Service, or delivered by courier service, shall be deemed received as of date and time of such deposit or delivery. The place so designated may be changed at any time by an instrument in writing executed and acknowledged by Contractor and delivered to the Business Manager in the manner set forth below. Nothing in this Section shall be deemed to be a waiver of any requirements for service as provided by law.

15.2. Notices to Contractor shall be sent to the address set forth for Contractor in Part A, Section 1 - Contact Information (page 1).

15.3. Notices to the University shall be sent to both: (a) to the College, Attention: Business Manager, to the address set forth in Part A, Section 1; and (b) to the Office of General Counsel, The City University of New York, 535 East 80th Street, New York, New York 10021.

15.4. Contractor shall send all invoices, including supporting documentation, to the address set forth in the first paragraph of Part B - Terms and Condition of Agreement.

Section 16 - Insurances

16.1. The Contract may be terminated for cause if Contractor fails to comply with the terms of this Section

16.2. During performance of this Contract and up to the date of final acceptance of the Work, Contractor shall effect and maintain with companies satisfactory to the University, the following types of insurance, in the amounts shown below.

16.3. Before performing any Work, Contractor shall procure:

- a. Workers' Compensation Insurance: Statutory Workers' Compensation Insurance in accord with the laws of the New York State on behalf of all employees who are to provide labor or service under this Contract.
- b. Employer's Liability Insurance: Before performing any Work, Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom Workers' Compensation coverage is not a statutory requirement. Such insurance shall be in an amount not less than one million dollars (\$1,000,000) per accident.
- c. Commercial General Liability Insurance: Commercial general liability insurance policy (issued by a New York State - admitted carrier) in Contractor's name and naming the College, the University, the City, The City University Construction Fund, the Dormitory Authority of the State of New York, and the State as additional insureds. The policy shall protect the above - named entities, Contractor and its subcontractors from claims for property damage and/or bodily injury that arise from operations under this Contract. Such insurance shall be in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit.
- d. Automobile Liability Insurance: vehicle insurance covering all owned, non-owned and hired vehicles to be used in connection with this Contract. Such insurance shall be in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit.

16.4. Contractor shall deliver to College certificates of such insurance or authority for self-insurance before Contractor commences the Work.

16.5. Contractor shall ensure that no insurance policy required by this Contract may be canceled, terminated, modified or changed by Contractor's insurer unless thirty (30) days' prior written notice is sent by certified mail to the College and the University pursuant to Section 15 - Notices.

16.6. Contractor shall ensure that no insurance policy required by this Contract shall be canceled, terminated, modified or changed by Contractor's insurer without prior written consent of the University.

16.7. No insurance policy required hereunder shall be invalidated by reason of any of the terms of any policy issued by the insurance company to Contractor.

16.8. The University reserves the right to add additional insurance requirements in Part B - Specifications, below. Contractor shall procure such additional insurance requirements within (30) days of Notice to Contractor.

16.9. The University reserves the right to request certified complete copies of required insurance policies at any time. Contractor shall provide such requested copies within three (3) days of notice of request for same.

16.10. The presence of engineers or inspectors of the insured on the Site with the insured shall not invalidate any policy of insurance.

Section 17 - FOIL Disclosure

17.1. Contractor shall not provide copies of this document, or otherwise disclose the terms of this Agreement, to any third party without the prior written consent of the other party, except as may be required by law, including by the New York Freedom of Information Law (FOIL).

17.2. Contractor acknowledges and agrees that these contract documents are public records that may be made available to the public pursuant to Public Officers Law Section 87(2)(c) and State Law Section 163(9)(c).

Section 18 - Contract Price

18.1. The University is exempt from the payment of all state and local sales and use taxes. The Contract Price shall not include the amount of any such taxes.

18.2. The Contract Price shall be F.O.B. destination, including inside delivery and assembly, unless otherwise specified.

Section 19 - Liquidated Damages

19.1. Since failure to complete performance within the time specified will cause damage and loss to the University, and since the precise extent of damage and loss to the University may be difficult to calculate and ascertain, Contractor shall pay, for each day's delay until completion of performance and acceptance of Contractor's performance by the University, the liquidated damages as set forth in the Specifications, as liquidated damages and not as a penalty.

19.2. If the University elects to terminate the Contract and Contractor's right to perform, liquidated damages shall be assessed from the time that Contractor should have delivered or performed pursuant to the Contract to the time when such delivery or performance is obtained by the University from others, in addition to any expenses incurred by reason of such substituted delivery or performance.

19.3. In its sole discretion, in the event of a failure of complete and timely performance, the University may deduct and retain out of any monies which may be due or become due to Contractor under this Contract, the amount of the liquidated damages as set forth in the Specifications.

19.4. Nothing contained herein, including the exercise of any right by the University hereunder, shall waive, limit, satisfy, or affect in any way claims or demands against Contractor by the University or claims or demands against others arising from the failure of Contractor to perform under this Contract.

Section 20 - Indemnification

Contractor will indemnify and hold harmless the University, the City, the State, and the Dormitory Authority of New York (DASNY), and each officer, agent and employee of any of them, from all suits, claims, demands, damages, fines, liens, actions and costs of any kind, including attorneys' fees, to which any or all of them may be subjected or put by reason of any or all of Contractor's operations under this Contract and shall be solely responsible for any and all injuries to persons including death and all damage to property resulting from negligence or carelessness on the part of Contractor, its employees, subcontractors, or agents in the delivery of the Goods, or performance of the Services or by or on account of any act or omission of Contractor, its employees, subcontractors, or agents during the Work, and the whole or so much of the monies due or to become due to Contractor under this Contract as shall, or may be considered necessary by the Comptroller may be retained by the University until all such suits or claims shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the Comptroller. The provisions of this Section shall survive the expiration of this Contract.

Section 21 - Liens

If at any time during performance of the Work or after the Work has been accepted by the University, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the University and with the Comptroller any such notice as is described in the Lien Law or any act of the Legislature of the State of New York, then, and in every such case, the University shall retain, anything herein contained to the contrary notwithstanding, from the monies under its control, and due or to become due under this Contract, so much of such monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such claim or the lien created by the filing of such notice. The monies so retained shall be retained by the University until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

Section 22 - Affirmative Action and Equal Employment Opportunity

This Contract is subject to applicable provisions of federal, state, and local laws and regulations requiring affirmative action and equal employment opportunity. After award of this Contract, the University will inform Contractor whether it will be required to submit quarterly or semi-annual work force utilization reports.

Section 23 - Right of Contractor to Withdraw from Contract

If, within thirty (30) Days after the registration of the Contract, University fails to fix the date for commencement of work by written notice to Contractor, Contractor, at its option, may ask to be relieved of its obligation to perform the work, by written notice to the University. If such relief is given, Contractor shall waive all claims for damages.

Section 24 - Default

24.1 Each of the following events shall constitute a default ("Default") by Contractor:

- 24.1.1. failure to provide the Goods or perform the Services, or comply or satisfy any material obligation, or any part thereof, at the time, and place, or under the terms and in the manner specified in the Contract;
- 24.1.2. failure to provide and maintain insurance coverage and provide notices regarding same as required;
- 24.1.3. failure or refusal to comply in any material respect with any Laws;
- 24.1.4. subcontracting, assigning, transferring, conveying, or disposing of any part of the Contract rights or obligations in contravention of the Contract terms herein;
- 24.1.5. reach of any of the Contract conditions, covenants, warranties, or guarantees;
- 24.1.6. acting in bad faith;

- 24.1.7. institution of a bankruptcy, winding-up, reorganization, insolvency, arrangement or similar proceeding by or against Contractor under the laws of any jurisdiction; or
 - 24.1.8. discovery that any statement or representation made by Contractor in connection with this Contract was untrue, incorrect, or misleading or incomplete when made; or
 - 24.1.9. if Contractor fails to perform any material obligation under this Contract or violates any material term or condition of this Contract, and such failure or violation continues uncorrected for a period of fifteen (15) days after Notice of Default thereof from the College, or, if failure or noncompliance cannot reasonably be corrected within such period, Contractor fails to commence and thereafter diligently proceed to correct such noncompliance and such noncompliance is not corrected within forty-five (45) days after such Notice.
- 24.2 Notice of Default - the University may notify Contractor of the occurrence of any event of Default by sending a Notice to Contractor. Such Notice will:
- 24.2.1. describe the event of Default;
 - 24.2.2. state the date(s) of the Default;
 - 24.2.3. state the specific actions that Contractor is required to take to minimize damage and loss to the University; and
 - 24.2.4. state the date by which Contractor is required to cure the Default ("Default Cure Deadline").
- 24.3 Opportunity to Cure
- 24.3.1. Upon receipt of the Notice of Default, Contractor shall contact College and inform the College what it will do to correct the problem and provide a timetable regarding Contractor's actions.
 - 24.3.2. From the receipt of Notice of Default, Contractor shall have the specified number of days specified in the Notice of Default to cure and eliminate the incident leading to the Notice of Default.

Section 25 - Termination for Cause

- 25.1 If Contractor fails to cure the incident of Default, and such failure continues uncorrected for three (3) days beyond the Default Cure Deadline, then the College will have the right to terminate the Contract for cause ("Termination for Cause") by providing a Notice to Contractor.
- 25.2 Upon receipt of a Notice of Termination for Cause, Contractor:
 - 25.2.1. shall immediately discontinue performance of the Contract, except for activities that may be necessary to carry out such termination and to minimize loss and damage to the University, and follow the College's instructions.
 - 25.2.2. shall not be entitled to any further payments except for Work performed to College's satisfaction prior to termination and subject to amounts owed by Contractor to the University.
- 25.3 Upon Termination for Cause:
 - 25.3.1. The University shall have the right to charge to Contractor any and all expenses incurred by reason of such termination, including but not limited to Liquidated Damages, the cost for solicitation of another vendor to execute the Services of Contract, and any difference in price between the price of this Contract and the price for performance of the replacement contract.
 - 25.3.2. If such expenses exceed the amounts otherwise due and payable to Contractor for Work completed prior to such termination, Contractor shall pay to the University the amount of such excess.
 - 25.3.3. If such expenses be less than the amounts otherwise due and payable to Contractor for Work completed prior to such termination, the University will pay Contractor the amount of such excess after having received all necessary approvals.
- 25.4 Nothing in this Section shall be deemed to limit or waive any other rights or remedies of the University under either law or contract.

Section 26 - Termination of Contract

26.1 If Contractor (i) fails to deliver the Goods, or perform the Services, or any part thereof, at the time, and place, or under the terms and in the manner specified in the Contract; (ii) sublets or assigns the Contract otherwise than as herein specified; or (iii) breaches any of the Contract conditions, or covenants or executes them in bad faith, the University shall have the power to terminate this Contract as to all or any part of the unperformed balance by written notice and thereupon Contractor shall stop performance of the balance of the Contract. University shall thereupon have the power to contract for performance of the balance of the Contract or any part thereof, and shall charge to Contractor the expense thereby incurred together with any liquidated damages from the time Contractor should have delivered such Goods or performed such Services to the time when such Goods or Services are obtained by University. If such expense and such liquidated damages exceed the amounts otherwise due and payable to Contractor hereunder, then Contractor shall pay to the University the amount of such excess upon demand. If such expense and liquidated damages is less than the amounts otherwise due and payable to Contractor hereunder, then Contractor shall waive all claim to the difference.

26.2 When the University, in the exercise of its rights under this Section, shall agree to obtain part but not all of any undelivered Goods or unperformed Services, Contractor shall, when directed in writing to do so by the Business Manager, continue to deliver or perform such other portion of undelivered Goods or unperformed Services in such a manner as to conform with the terms of the Contract.

26.3 The University may terminate the Contract at any time if:

26.3.1. Contractor does not provide any of the information or documents as required;

26.3.2. Contractor misstates, conceals, or fails to disclose any material information in this Contract, or in any written statement or oral examination or hearing, in connection with this Contract;

26.3.3. Contractor fails to advise University promptly (that is, within 10 Business Days) if there is any change in the facts or information provided by Contractor after the date of submission of this Contract during execution of this Contract; and/or

26.3.4. a determination that Contractor is not responsible is made in accordance with law or University regulations.

26.4 The University reserves the right to terminate this Contract in the event it is found that the certification filed by Contractor in accordance with New York State Finance Law §139-j and §139-k, was intentionally false or intentionally incomplete. Upon such finding, the University may exercise its termination right by providing written notification to Contractor in accordance with the written notification terms of the Contract.

Section 27 - Survival of Obligations

The following obligations and liabilities of Contractor shall survive any termination of this Contract and shall be continuing obligations:

- a. permits;
- b. Laws;
- c. indemnification and certain liabilities
- d. Insurance
- e. warranties
- f. all obligations and liabilities of Contractor that have accrued prior to the date of termination or which by their nature impliedly or expressly involve performance following termination of this Contract.

Section 28 - Arbiter of Disputes

Contractor shall direct questions arising during the performance of the Contract and concerning its performance to the Business Manager. Decisions of the Business Manager shall be made in the best interest of the University and shall be final, conclusive, and binding.

Section 29 - Estoppel

The City, the State, the University, and any officer, agent, or employee of any of them shall not be precluded

or estopped from showing at any time, either before or after the complete performance of the Contract and payment thereunder, the actual quantity, nature, and value of the Goods delivered or Services performed by Contractor, or any other person under the Contract, or from showing at any time that any certificate upon which payment is made for any or all of the said Goods or Services is untrue, or that the Goods or Services or any part thereof delivered or performed by Contractor do not conform to the Contract. The University, shall, in any such case, have the right to demand and recover from Contractor such damages as it may suffer by reason of its failure to comply with the Contract, notwithstanding any such certificate nor any payments made for any or all of the Goods delivered or Services performed.

Section 30 - Antitrust

Contractor hereby assigns, sells, and transfers to the University all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the City, the State, or the United States relating to this Contract.

Section 31 - Claims

31.1 In order for Contractor to make a claim for compensation for any damage sustained by reason of any act or omission of the University, its employees, agents, or of any other persons, it must provide written notice regarding the damage sustained by it in writing to the Business Manager within five (5) Business Days after sustaining such damage.

31.2 In order for Contractor to make a claim that any work required of it is not required to be performed by Contractor under the provisions of this Contract, it must give provide written notice regarding such work performed to the Business Manager within five (5) Business Days after being required to perform such work. Claims tendered without such prior written notice and claims tendered untimely shall be deemed waived.

Section 32 - Period of Limitation

No action shall lie or be maintained against the University upon any claim arising out of this Contract unless such action be commenced within six (6) months from the date when the cause of action has accrued.

Section 33 - Choice of Forum

All claims and actions brought under or arising from this Contract shall be brought either in the courts of the United States located in the City or in the courts of the State.

Section 34 - Severability

The terms, clauses and provisions of this Contract are intended to be severable. The unconstitutionality, illegality or unconscionability of any term, clause or provision shall in no way defeat the effect or validity of any other term, clause, or provision.

Section 35 - Paragraph Headings and Language Interpretation

35.1 The paragraph headings contained herein are for reference only and shall not be considered substantive parts of this Contract. The use of the singular or plural form shall include the other form. The use of the female or male form shall include the other form.

35.2 Contractor represents and warrants that it has examined the Contract documents carefully, and before signing, has requested, in writing, an interpretation or correction of every ambiguity, inconsistency, deficiency, or error therein that should have been discovered by a reasonably prudent vendor. Any such interpretation or correction will be provided in writing by the University, and no other interpretation or correction other than that given by University in writing shall be binding.

Section 36 - Waiver

Waiver by the University of a breach of any provision of or right under this Contract shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right or of any other provision or right of this Contract.

Section 37 - Merger

This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

Section 38 - All Lawful Provisions Deemed Included

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Section 39 - VENDEX Questionnaire

Pursuant to NYC Administrative Code Section 6-116.2, Contractor may be required to submit completed VENDEX questionnaires. If this Contract is for a Community College and has a value at \$100,000, or more, or if the Contract Price, when added to the sum total of all contracts, concessions, and franchises Contractor has received from the City, or of subcontracts Contractor has received from City contractors, during the preceding twelve (12) months, at \$100,000, or more then Contractor will be required to submit completed VENDEX questionnaires as directed by the College.

Section 40 - New York State and New York City Requirements

40.1 The terms and conditions Appendix A-Standard Clauses for all New York State Contracts, attached hereto as Part C, Section A, of ("Appendix A") are hereby incorporated.

40.2 All references in Appendix A to "New York State" or "the State" may be deemed to refer to New York City for those contracts for which funds are appropriated by New York City. References to provisions of State law in Appendix A shall be deemed to refer to the equivalent provisions of New York City law, rules, regulations, memoranda, mayoral executive orders, Charter, and Administrative Code.

Section 41 - Investigation Clause

41.1. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State 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.

41.2.1. 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; or;

41.2.2. 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:

41.3.1. 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 fewer 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.

41.3.2. 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 Section 41.5, below, without the City, the State or the University, or any or all of them incurring any penalty or damages for delay or otherwise.

41.4. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

41.4.1. 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, the State, or the University, or any or all of them; and/or

41.4.2. The cancellation or termination of any and all such existing City, State and/or the University 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, the State or the University, or any or all of them 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, the State or the University.

41.5. The commissioner or agency head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in paragraphs 41.5.1 and 41.5.2 below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 41.5.3 and 41.5.4 below in addition to any other information which may be relevant and appropriate:

41.5.1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

41.5.2. 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.

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

41.5.4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to the penalties under Section 41.4 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 Section 41.3.1 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.

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

41.6.2. The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.

41.6.3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, the

State or the University, or any or all of them or otherwise transacts business with the City, the State, or the University, or any or all of them.

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

41.7. 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 fewer 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 and the University 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, the State, or the University, or any or all of them or other person, firm, corporation, or entity for any purpose which may be related to the procurement or obtaining of this Contract by Contractor, or affecting the performance of this Contract.

Part E

Section 42 - New York State Appendix A

New York State - Appendix A - Standard Clauses for All New York State Contracts

The parties to the attached Contract, license, lease, amendment or other agreement of any kind (hereinafter, "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the University or the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State or the University shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the University and the State and any attempts to assign the Contract without the University and the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without such consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law and Section 6218 of the Education Law, if this Contract exceeds \$15,000 (\$20,000 for certain contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this Contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service Contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the University a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of the Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USCA Section 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the University and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The University and the State shall have all of their common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the University and the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the University and the State with regard to this Contract, any other contract with the University or any State department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State from the Contractor for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The University and the State shall exercise their set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the University, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the University, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State and the University shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate the University or State official, in writing, that said Records should not be disclosed; and (b) said Records shall be sufficiently identified; and (c) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect the University's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a) Federal Employer Identification Number and/or Federal Social Security Number.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency shall include the payee's identification number, i.e., the Contractor's, seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, shall give the reason or reasons why the payee does not have such number or numbers.

b) Privacy Notification.

i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or who may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii) The personal information is requested by the University. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Eleventh Floor, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this Contract is: a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency (Section 213 defines the University as a contracting agency) is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or b) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or c) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b" and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Services") except where the Services is for the beneficial use of the Contractor. Section 312 does not apply to: a) work, goods or services unrelated to this Contract; or b) employment outside New York State; or c) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The University shall determine whether the imposition of the requirements of the provisions hereof duplicates or conflicts with any such Federal law and if such duplication or conflict exists, the University shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but shall, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or the University. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under proposer certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles [as described in Section 165.5 of the State Finance Law], and shall permit independent monitoring of compliance

with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as proposers, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
<<http://www.empire.state.ny.us>>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid (Contract) amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261) as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Proposers are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany, New York 12245, for a current list of states subject to this provision.

22. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 162 (4-a) and State Finance Law Section 165, subdivision 7, CUNY and the State shall not purchase any apparel or sports equipment from any vendor unable or unwilling to certify that: (a) such apparel or sports equipment was manufactured in compliance with all applicable labor and occupational safety laws, including,

but not limited to, child labor laws, wage and hour laws and workplace safety laws; and (b) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with CUNY or the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the proposer.

[Contract signature page follows]

Part E

Section 43 - Contract Signature Pages

[Instruction to Proposers: The vendor that is selected will be instructed to execute this page. Proposers should not sign this page for its Proposal Submission.]

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract.

The amount of this Contract is _____ dollars
(\$_____).

FOR THE CONTRACTOR (signature must be notarized):

Contractor _____
(print or type corporation/partnership/individual name)

FEIN: _____

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

Instruction to Contractor: Sign in the presence of a notary; have Certificate of Acknowledgment (next page) completed and signed.

FOR THE CITY UNIVERSITY OF NEW YORK:

By: _____
General Counsel

**CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR - INDIVIDUAL,
CORPORATION, PARTNERSHIP, or LIMITED LIABILITY COMPANY:**

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of _____, 200__, before me personally came
_____ to me known, who, being by me duly sworn, did say, that _he
resides at _____, Town of _____,
County of _____, State of _____; and
further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- [] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- [] (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- [] (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- [] (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Stamp

Notary Public or Commissioner of Deeds

Registration No.

Part E

Section 44 - Certification of Fiscal Officer of University

[to be completed by the College]

CERTIFICATION OF FISCAL OFFICER

I hereby certify that there remains unexpended and unapplied a balance of the appropriation or fund to which this Contract is chargeable sufficient to pay the estimated expense of performing the same, in the amount of:

\$ _____

Dated this ____ day of _____, 200__.

Signature

Print Name

Print Title

PART F - PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS

Contractor is obligated to pay current prevailing wages (see Part E - Terms and Conditions, Section 3 - Contractor's Representations).

