

**MICRO PURCHASE AGREEMENT FOR
WEEKEND WALKS 2018 – COMUNUNITY MANAGEMENT SERVICES**

This Agreement, dated as of _____, is made by and between the Department of Transportation (“DOT”) and Contractor’s Name: _____ (the “Contractor”)
Contractor’s Address: _____
Contractor’s TIN/SSN/EIN¹: _____
Contractor’s Contact: _____
Contact Email: _____

Name of Weekend Walk: “_____” Weekend Walk”
Location of the Weekend Walk: _____ (the “Site”)
Location of the Sponsorship Zone 1: _____
Location of the Sponsorship Zone 2: _____ (the “Sponsorship Zone(s)”)

Event Date 1:	Start Time:	End Time:
Event Date 2:	Start Time:	End Time:
Event Date 3:	Start Time:	End Time:
Event Date 4:	Start Time:	End Time:
Event Date 5:	Start Time:	End Time:
Event Date 6:	Start Time:	End Time:
Event Date 7:	Start Time:	End Time:
Event Date 8:	Start Time:	End Time:
Event Date 9:	Start Time:	End Time:
Event Date 10: (together the “Event(s)”)	Start Time:	End Time:

This Agreement shall be effective as of _____ and shall expire on _____.
In consideration, NYCDOT shall pay the Contractor a total amount of _____ thousand dollars (\$ _____) towards the cost of the Event(s) (the “Total Fees”), including, but not limited to, management and staff fees, cost of Event(s) Amenities, programming and maintenance of Site during said Event(s). All other costs associated with the Event(s), exclusive of Sponsorship Zone(s), shall be the sole responsibility of the Contractor.

ACKNOWLEDGEMENTS & CERTIFICATION

STATE OF NEW YORK COUNTY OF _____ ss: _____ being duly sworn, says:

By I hereby acknowledge receipt, review and incorporation of the Scope of Services (Exhibit 1). This Agreement, along with the above listed exhibit, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except in writing signed by both parties.

(Signature of Authorized Representative)

Name:

Title:

Subscribed and sworn to before me

this ____ day of _____, 20 ____

Notary Public

APPROVED

Adam Buchanan
Deputy Chief Contracting Officer, New York City Department of Transportation

Date

¹ Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder’s/proposer’s disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

Scope of Services

1. CONTRACTOR'S RESPONSIBILITIES

- 1.1. In a timely manner and at each Event(s), the Contractor shall ensure:
 - 1.1.1. Management, organization and monitoring of the Event(s) at the Site, as more fully described in the Event(s) Site Plan (Example attached as Exhibit 2);
 - 1.1.2. Planning and management all Event(s) amenities (the "Event(s) Amenities") as more fully described in the Hour-to-hour "Run of Show" Plan (Example attached as Exhibit 3);
 - 1.1.3. All Event(s) Amenities and any Event(s) programing is executed in a safe, good and workmanlike manner and the Contractor shall strictly abide by the Event(s) Plan to the reasonable satisfaction of DOT;
 - 1.1.4. Dirt, litter and debris of any kind be removed, on a continual basis throughout the Event(s), so as to maintain the Site in a clean, neat and good condition;
 - 1.1.5. The Site be restored to the condition prior to the Event(s) and any necessary repairs shall be performed in a safe, good and workmanlike manner to the reasonable satisfaction of DOT;
 - 1.1.6. All entities providing Event(s) Amenities or Event(s) programing shall strictly abide by the Event(s) Site Plan, Hour-to-hour "Run of Show" Plan, Article 4 and Article 8 herein;
 - 1.1.7. No additional disruption to pedestrian, cyclist or vehicular flow or commercial and residential activity;
 - 1.1.8. To monitor and maintain, with adequate management and staff, the Site and Event(s);
 - 1.1.9. To give full cooperation to DOT staff and DOT event consultant staff at all times;
 - 1.1.10. That a senior employee be continuously present at the Site during the Event(s); and
 - 1.1.11. Upon expiration or termination of this Agreement, DOT, or a contractor acting at DOT's request, may remove the Event Amenities and restore the Site to a condition acceptable to DOT. The Contractor shall pay for the actual cost of removal and restoration of the Site.
- 1.2. In the event that DOT determines, for any reason and at its sole discretion, that an emergency, inappropriate activity or condition exists or may exist at the Event(s) or Site, the Contractor shall immediately take all steps necessary to alleviate such an emergency, activity or condition, as may be directed by DOT, which may include, but not be limited to, immediately terminating the Event(s), ceasing any or all Event(s) activities and removing any or all Event(s) Amenities from the Site.

2. SPONSORSHIP AND BRANDING

- 2.1. The Contractor shall ensure that the name/title of the Event(s) includes the words, "Weekend Walks".
- 2.2. At its sole discretion and upon prior written request, DOT may permit the Contractor to solicit and accept sponsorships solely for the benefit of the Event(s).
- 2.3. No fewer than thirty (30) days prior to the Event(s), the Contractor shall, prior to execution, provide all terms and conditions of any sponsorship agreement to DOT for review and approval.
- 2.4. Any such sponsorship shall be restricted in size, quantity and location as deemed appropriate by DOT, but in any event, no sponsorship recognition, including trade names and/or logos, shall occupy more than 10% of the visible area of a sponsorship item unless DOT approves a variance of such sizing in writing.
- 2.5. The Contractor shall not solicit or permit any tobacco sponsorship or alcohol sponsorship within 250 feet of any school, day care center, or house of worship.
- 2.6. Any Event(s) materials including, but not limited to, any writing, flyers, posters, banners etc. shall include all Program, DOT, City and any other DOT approved branding as well as the words, "Weekend Walks". Any additional Event(s) branding shall be provided at least thirty (30) days prior to the Event(s) for review and approval by DOT.
- 2.7. The Contractor shall be prohibited from placing or causing to be placed any advertising at the Site.

3. LICENSED USE

- 3.1. To permit the use of the Contractor's image(s), still or otherwise (the "Image(s)") for all legal purposes, including but not limited to New York State Civil Rights Section 50, (the "Licensed Use") for the City. The Contractor hereby releases and consents to the following terms:
 - 3.1.1. For good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor grants the City, perpetually and irrevocably, the right throughout the world to use the Image(s) in connection with the Licensed Use. It is understood and agreed that such rights include the right to use and to promote the Images in any format now known or hereafter devised. The Contractor hereby waive any right of inspection or approval of the Images for the Licensed Use.

- 3.1.2. To release and discharge the City and its employees, agents, licensees and successors from any and all claims, demands or causes of action that the Contractor may now have or hereafter have for libel, defamation, invasion of privacy, right of publicity, infringement of copyright, trademark or violation of any other right arising out of or relating to any use of the rights granted in this Release and Consent or based on any failure or omission to make use of rights granted in this Release and Consent.
- 3.1.3. Understands and agrees that Photographer shall retain the ownership of the copyright of the photograph which contains the Image(s).
- 3.1.4. Understands that the photograph which contains the Image(s) may be used by the City in such manner and for such purposes as the City deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known without further permission.

4. INVOICES

- 4.1. To receive payment, the Contractor shall submit a proper invoice, at DOT's sole discretion and approval, substantially in the form of example attached as Exhibit 4.
- 4.2. The Contractor may invoice up to twenty-five percent of the Total Fees upon receipt by DOT of the Event(s) Site Plan (Example attached as Exhibit 2), Hour-to-hour "Run of Show" Plan (Example attached as Exhibit 3).
- 4.3. The Contractor shall invoice the remaining amount of the Total Fees upon completion of the final listed Event(s) date.

5. SUBCONTRACTING

- 5.1. All subcontracts shall contain provisions specifying that:
 - 5.1.1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City of New York (the "City") and the Contractor;
 - 5.1.2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City; and
 - 5.1.3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City.

6. TERMINATION

- 6.1. This Agreement shall be immediately terminable without cause by the Commissioner of DOT or designee, if Contractor is in default of its obligations hereunder.
- 6.2. If this Agreement expires or is terminated, as provided herein, all rights of the Contractor herein shall be terminated without any claim for damages against the City, DOT or its agents, employees, officers, or directors by reason of such expiration or termination.

7. REASONABLE PRECAUTIONS

- 7.1. The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

8. PROTECTION OF CITY PROPERTY

- 8.1. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS

- 9.1. The Contractor shall perform all services under this Agreement in accordance with all applicable Federal Law, Laws of the State and City of New York including, but not limited to, the New York City Charter, New York City Administrative Code, PPB Rules, DOT specifications, standards and policies in effect at the time such services are performed.

10. COUNTERPARTS

- 10.1. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same.

11. NOTICES

- 11.1. All notices and all other documentation required to be given under the terms of this Agreement, or which either Party may desire to give to the other, shall be in writing and sent to the Contractor's email specified herein and the email address to be provided by DOT.

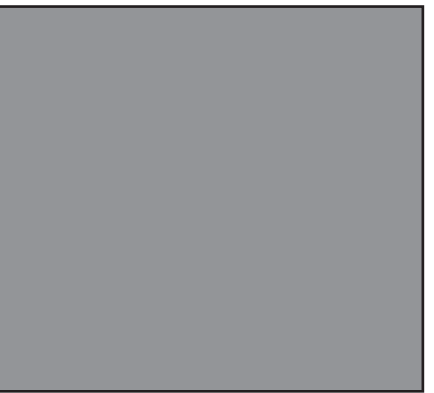
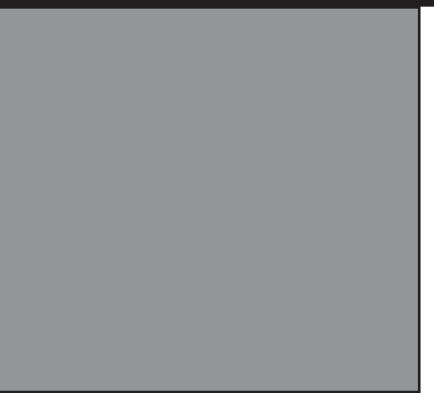
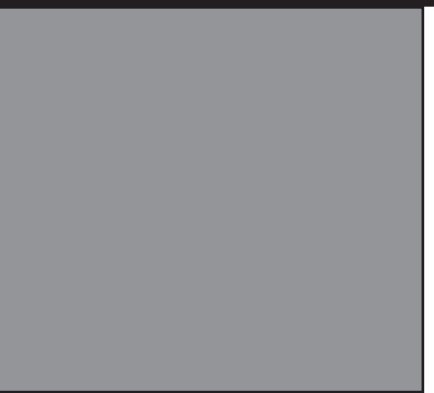
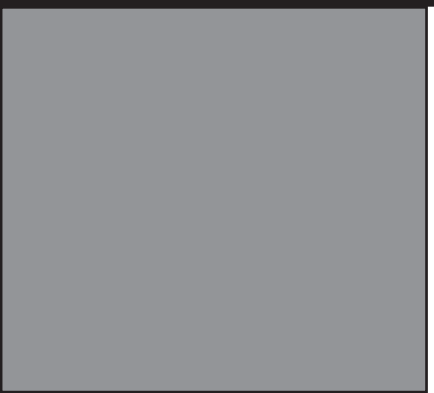
Exhibits & Procedural Forms

(If required, please complete the attached fillable forms.)

1. Event(s) Site Plan (Exhibit 2)
2. Hour-to-hour “Run of Show” Plan (Exhibit 3)
3. W-9 (Attachment 1)
4. Doing Business Data Form (Attachment 2)

Event Name: _____
Event Date(s): _____
Organizing Partner: _____
SAPO Permit ID #: _____

On Street: _____
Between: _____
And: _____



DO NOT SUBMIT TO THE IRS - SUBMIT FORM TO THE NEW YORK CITY AGENCY 10/14 REVISION	THE CITY OF NEW YORK SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION	
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TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name: (As it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C -or- Social Security Administration Records, Social Security Card)	2. If you use DBA, please list below:
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3. Entity Type (Check one only):

<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> Corporation/ LLC	<input type="checkbox"/> Government	<input type="checkbox"/> City of New York Employee	<input type="checkbox"/> Individual/ Sole Proprietor	<input type="checkbox"/> Trust
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership/ LLC	<input type="checkbox"/> Single Member LLC (Individual)	<input type="checkbox"/> Resident/Non-Resident Alien	<input type="checkbox"/> Non-United States Business Entity	<input type="checkbox"/> Estate
<input type="checkbox"/> Church or Church-Controlled Organization			<input type="checkbox"/> Personal Service Corporation		

Part II: Taxpayer Identification Number & Taxpayer Identification Type

1. Enter your TIN here: (DO NOT USE DASHES)

2. Taxpayer Identification Type (check appropriate box):

<input type="checkbox"/> Employer ID Number (EIN)	<input type="checkbox"/> Social Security Number (SSN)	<input type="checkbox"/> Individual Taxpayer ID Number (ITIN)	<input type="checkbox"/> N/A (Non-United States Business Entity)
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Part III: Vendor Addresses

1. 1099 Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country
2. Account Administrator Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country
3. Billing, Ordering & Payment Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country

Part IV: Exemption from Backup Withholding and FATCA Reporting (See Instructions)

Exemption Code for Backup Withholding _____ Exemption Code for FATCA Reporting _____

Part V: Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct Taxpayer Identification Number, and
- I am not subject to Backup Withholding because: (a) I am exempt from Backup Withholding, or (b) I have not been notified by the IRS that I am subject to Backup Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Withholding, and
- I am a US citizen or other US person, and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here:

Signature	Phone Number	Date
Print Preparer's Name	Phone Number	Contact's E-Mail Address:

FOR SUBMITTING AGENCY USE ONLY

Submitting Agency Code: _____	Contact Person: _____
Contact's E-Mail Address: _____	Telephone Number: () _____
Payee/Vendor Code: _____	

DO NOT FORWARD W-9 TO COMPTROLLER'S OFFICE. AGENCIES MUST ATTACH COMPLETED W-9 FORMS TO THEIR FMS DOCUMENTS.

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

If you are completing this form by hand, please print clearly.

Entity Information

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.
 Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
 No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____