The City of New York
Department of Youth and Community Development

156 William Street
New York, NY 10038
212-442-5900 Fax: 212-442-5998

Jeanne B. Mullgrav
Commissioner

Department No.: _____
(DYCD USE ONLY)

Contract ID#: _____

Term of Agreement: _____

Total Contract Amount: _____

Name of Contractor: _____

Address: _____

Borough/Site: _____

Type of Service: _____ **Type of Procurement:** _____

AGREEMENT, effective July 1, 2011between the **CITY OF NEW YORK ("CITY")** acting by and through its **Department of Youth and Community Development ("Department")** having its principal office located at 156 William Street, New York, New York 10038, and
("Contractor"), a not-for-profit corporation having its principal office located at

WHEREAS, Contractor is a community-based not-for-profit organization or other public service organization; and

WHEREAS, Contractor relies on funding from various sources in order to support its operations; and

WHEREAS, the City Council has, pursuant to Section 1-02(e) of the Procurement Policy Board Rules, appropriated Discretionary Funds to be applied for the enhancement of the services Contractor provides; and

WHEREAS, Contractor is ready, willing and able to use these Discretionary Funds to enhance its services;

NOW, THEREFORE, the parties agree as follows**:**

ARTICLE 1 TERM

The term of this Agreement shall be from July 1, 2011 through June 30, 2012. The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination.

ARTICLE 2 SCOPE OF SERVICES

A. Contractor shall provide services in the manner and at the levels set forth in the attached Exhibit A-1. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of the Contractor paid for through this Agreement.

B. Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes. There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

C. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

ARTICLE 3 FINANCIAL PROVISIONS

A. Maximum Reimbursable Amount

The Maximum Reimbursable Amount for this Agreement shall not exceed inclusive of out of pocket expenses, in accordance with the budget contained in the attached Exhibit A-2. No liability shall be incurred by the City beyond the amount of such monies..

B. Invoices

Invoices shall be submitted no more frequently than once every 30 days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to the Contractor a payment of its approved charges in accord with the deliverable budget contained in Exhibit A-2. The Department shall advance an amount up to a maximum of one-sixth ($1/6^{th}$) of the total contract amount in the initial payment. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the contract shall be contingent upon approval of the final report and bill by the Department.

C. Audit

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and the Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

A. Commercial General Liability Insurance

The Contractor shall maintain Commercial General Liability insurance in the amount of at least One Million Dollars ($1,000,000) per occurrence. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Concession. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001. Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2010. In the case where program services are to be offered at a New York City Department of Education (DOE) or a New York City Housing Authority (NYCHA) facility, Contractor will also endorse in the Contractor's general liability policy DOE or NYCHA, as the case may apply, as an Additional Insured. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. Policies of insurance required under this paragraph shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Commissioner. Certificates of Insurance or certified copies of policies for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or

upon execution of this Agreement. The Contractor shall provide the City with a copy of any policy required under this paragraph upon the demand for such policy by the Commissioner or the New York City Law Department.

B. Worker's Compensation and Disability Benefits

Contractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Agreement. In addition, pursuant to Section 57 of the New York State Workers' Compensation Law, the Contractor shall submit the required proof of workers' compensation and disability benefits coverage to the Department or shall submit the required proof that workers' compensation and/or disability insurance coverage are not applicable, prior to the effective date of this Agreement.

C. Unemployment Insurance

Unemployment insurance coverage shall be obtained and provided by the Contractor for its employees.

D. Independent Contractor Status

Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York.

E. Employees of Contractor

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

F. Indemnification

Contractor shall defend, hold harmless and indemnify the City from liability upon any and all claims of any kind on account of injuries or death to any person or damages to property on account of any negligence, intentional tort, or failure to comply with the terms of this Agreement by the Contractor, its officers, trustees, employees, agents, servants, or independent contractors.

ARTICLE 5 CONFLICTS

A. Procurement of Agreement

Contractor represents and warrants that the Contractor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws (Admin. Code of the City of New York § 3-211 et seq. and Legislative Law §1-a et seq., respectively) and that any individual or organization who conducted any lobbying on Contractor's behalf in order to solicit or secure this Agreement or the funding for this Agreement is disclosed on the attached Exhibit C. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. Conflict of Interest

1. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

2. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

3. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

4. Except as provided in Paragraph 5 below, the Contractor's employees and members of their immediate families, as defined in Paragraph 6 below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

5. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

6. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

ARTICLE 6 ASSIGNMENT, SUBCONTRACTING, AND USE OF CONSULTANTS

A. This Agreement shall not be assigned by the Contractor in whole or in part without the prior express written consent of the Department. Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. Contractor shall not employ any consultant (whether or not such consultant is a subcontractor) using funds obtained, in whole or in part, under this Agreement without the prior approval by the Department of the consultant. All subcontracts and consulting agreements paid for with funds obtained in whole or in part under this Agreement must be in writing.

B. Contractor must specifically identify in the scope of services and budget attached to this Agreement as Exhibits A-1 and A-2 the nature and value of any subcontract or consultant intended to be paid for with funds obtained, in whole or in part, under this Agreement. Contractor must supply a signed Disclosure and Compliance Certification form for each such subcontractor or consultant, in the form of Exhibit B to this Agreement. Prior to entering into any additional subcontract or consulting agreement intended to be paid for with funds obtained in whole or in part under this Agreement, the Contractor shall submit a written request for the approval of the proposed subcontractor or consultant to the Department, giving the name and address of the proposed subcontractor or consultant and the nature and value of the services that it is to perform and furnish, along with a signed Disclosure and Compliance Certification form. At the request of the Department, a copy of the proposed subcontract or consulting agreement shall be submitted to the Department. For subcontracts (including consultants who are subcontractors), the proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor or consultant has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the subcontractor or consultant after receiving all requested information. For proposed subcontracts and consultant agreements that do not exceed Twenty-five Thousand Dollars ($25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval (including the signed Disclosure and Compliance Certification form) or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. Nothing contained in the agreement between the Contractor and the subcontractor or consultant shall impair the rights of the City. Nothing contained in the agreement between the Contractor and the subcontractor or consultant, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor or consultant and the City. All subcontractors and consultants shall be specifically bound by Article 1 of Rider 1 attached to this Agreement; the City may enforce such provisions directly against the subcontractor or consultant as if the City were a party to the subcontract or consulting agreement.

D. For determining the value of a subcontract or consulting agreement, all subcontracts and consulting agreements with the same individual or entity shall be aggregated.

E. The Department may revoke the approval of a subcontractor or consultant granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health,

safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor (including any consultant that is a subcontractor) to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. Individual employer-employee contracts are not subcontracts or consultant agreements subject to the requirements of this Section.

ARTICLE 7 MISCELLANEOUS

B. Non-Discrimination

The Contractor agrees not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the New York City Administrative Code.

C. Compliance with Law

The Contractor shall render all services under this Agreement in accordance with the applicable provisions of Federal, State and local laws, rules and regulations as are in effect at the time such services are rendered.

D. Retention of Records

Contractor shall maintain for six years, after the final payment or termination of this Agreement, whichever is later, copies of all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies to the Department upon request. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format.

E. Conflict of Laws/Forum

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the Federal or State courts located in the City and County of New York.

F. PPB Rules

This contract is subject to the Rules of the Procurement Policy Board of the City of New York, Rules of the City of New York (RCNY), Title 9, §1-01 et seq. In the event of a conflict between the PPB Rules and a provision of this Agreement, the Rules shall take precedence.

G. Additional Applicable Laws and Provisions

This contract is subject to the Investigations Clause and the additional provisions set forth in the attached Rider 1. In addition, the Contractor shall complete and execute the attached Tax Affirmation.

H. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

City Contact:

New York City Department of Youth and Community Development
156 William Street
New York, New York 10038
Attn: General Counsel

Contractor Contact:

I. Merger

This written Agreement 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 Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 8 DISPUTE RESOLUTION

All disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of Section 4-09 of the PPB Rules. The procedure for resolving all such disputes set forth in Section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this article and Section 4-09 of the PPB Rules shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK ACTING BY AND
THROUGH ITS DEPARTMENT OF
YOUTH AND COMMUNITY DEVELOPMENT

BY:_____
Signature

Victor Olds
Name

General Counsel
Title

_____
Date

_____
CONTRACTOR

BY:_____
Signature of Authorized Agent

_____
Name (Print)

_____
Title (Print)

_____
Fed. Employer I.D. No. or Soc. Sec. No.

_____
Date

Approved as to Form and
Certified as to Legal Authority

_____
Acting Corporation Counsel

_____
Department Contract Number

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK ACTING BY AND
THROUGH ITS DEPARTMENT OF
YOUTH AND COMMUNITY DEVELOPMENT

BY:_____
Signature

Victor Olds
Name

General Counsel
Title

_____
Date

_____
CONTRACTOR

BY:_____
Signature of Authorized Agent

_____
Name (Print)

_____
Title (Print)

_____
Fed. Employer I.D. No. or Soc. Sec. No.

_____
Date

Approved as to Form and
Certified as to Legal Authority

_____
Acting Corporation Counsel

_____
Department Contract Number

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK ACTING BY AND
THROUGH ITS DEPARTMENT OF
YOUTH AND COMMUNITY DEVELOPMENT

BY:_____
Signature

Victor Olds
Name

General Counsel
Title

_____
Date

_____
CONTRACTOR

BY:_____
Signature of Authorized Agent

_____
Name (Print)

_____
Title (Print)

_____
Fed. Employer I.D. No. or Soc. Sec. No.

_____
Date

Approved as to Form and
Certified as to Legal Authority

_____
Acting Corporation Counsel

_____
Department Contract Number

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____, before me personally came
Victor Olds, to me known and known to me to be
General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____, to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is the_____of ___the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____, before me personally came
Victor Olds, to me known and known to me to be
General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____, to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is the_____of ___the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____, before me personally came
Victor Olds, to me known and known to me to be
General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____, to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is the_____of ___the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____

to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

TAX AFFIRMATION

The undersigned proposer or bidder Affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except _____.

Full name of proposer or bidder _____
Address_____
City _____ State _____ Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A. Individual or Sole Proprietorship	**B. Partnership, Joint Venture or other unincorporated organization**	**C. Corporation**
Social Security No.	**Employer Ident. No.**	**Employer Ident. No.**

By: _____
Signature

_____
Title
If a corporation, place seal here:

Must be signed by an officer or duly authorized representative.

Under the Federal Privacy Act the furnishing of Social Security Number by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder=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 which seek City contracts.

TAX AFFIRMATION

The undersigned proposer or bidder Affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except _____.

Full name of proposer or bidder _____
Address_____
City _____ State _____ Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A. Individual or Sole Proprietorship	**B. Partnership, Joint Venture or other unincorporated organization**	**C. Corporation**
Social Security No.	**Employer Ident. No.**	**Employer Ident. No.**

By: _____
Signature

_____
Title
If a corporation, place seal here:

Must be signed by an officer or duly authorized representative.

Under the Federal Privacy Act the furnishing of Social Security Number by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder=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 which seek City contracts.

TAX AFFIRMATION

The undersigned proposer or bidder Affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except _____.

Full name of proposer or bidder _____
Address_____
City _____ State _____ Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A. Individual or Sole Proprietorship	**B. Partnership, Joint Venture or other unincorporated organization**	**C. Corporation**
Social Security No.	**Employer Ident. No.**	**Employer Ident. No.**

By: _____
Signature

_____
Title
If a corporation, place seal here:

Must be signed by an officer or duly authorized representative.

Under the Federal Privacy Act the furnishing of Social Security Number by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder=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 which seek City contracts.

RIDER 1

ARTICLE 1 INVESTIGATIONS CLAUSE

A. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. (1) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

(2) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 5 below without the City incurring any penalty or damages for delay or otherwise.

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

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(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.

(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.

(3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 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 C(1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

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

ARTICLE 2 VOTER REGISTRATION: NEW YORK CITY CHARTER §1057-a

A. Participating Agencies

Pursuant to Section 1057-a of the Charter of the City of New York, participating City agencies are required to include in all new or renewed agreements with contractors having regular contact with the public in the daily administration of their business a mandate that they follow the guidelines of the Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; the community boards; the Department of Business Services; the

Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Employment; the Department of Environmental Protection; the Department of Finance; the Department of Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Mental Health, Mental Retardation and Alcoholism Services; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor, if a contractor having regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

(1) The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

(2) The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with application, renewal or recertification for services and change of address relating to such services materials. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon request.

(3) The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form, via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a bank on that system where such a form may be downloaded.

(4) The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage paid New York City Board of Elections voter registration form to or with its application, renewal, recertification and change of address forms.

(5) The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the New York City or New York State Board of Elections.

(6) For the purposes of Part A of this article, the word “contractor” shall be deemed to include subcontractors having regular contract with the public in the daily administration of their business.

(7) The provisions of Part A of this article shall not apply to services that must be provided to prevent actual or potential danger to life, health or safety of any individual or of the public.

C. Assistance in Completing Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

(2) In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

(3) If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

(4) The provision of Part B services by the Contractor may be subject to Department protocols, including one on confidentiality.

D. Required Statements

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

(2) No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

(3) The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

(4) The Contractor and the Contractor's employees shall not:

(a) seek to influence an applicant's political preference or party designation;

(b) display any political preference or party allegiance;

(c) make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

(d) make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this article are material conditions of this Agreement. In the event the Department receives information that the Contractor is in violation of the provisions of this article, the Department shall review such information and give the Contractor an opportunity to respond. If the Department finds that a violation has occurred, the Department shall have the right to terminate this Agreement and procure the services or work from another source in any manner the Department deems proper. In the event of such termination, the Contractor shall pay to the Department, or the Department in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the Department of completing performance of this Agreement either itself or by engaging another contractor or contractors.

ARTICLE 3 PARTICIPATION IN AN INTERNATIONAL BOYCOTT: NEW YORK CITY ADMINISTRATIVE CODE §6-114

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an

international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

C. The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

ARTICLE 4 ELECTRONIC FUNDS TRANSFER

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

EXHIBIT A-1

DESIGNATED PROGRAM SERVICES WORKSCOPE

Requirements for All Designated Program Services

1. Designated Program Services reimbursed under this Agreement shall be of good quality, shall maximize the effectiveness of the Discretionary Funds awarded to them, and shall not be funded from any other public or private source.

2. Designated Program Services and the facility(s) in which they are provided shall have received, and shall maintain for the Term, all applicable certifications, licenses, permits, and governmental approvals.

3. Eligibility for or participation in Designated Program Services shall not be restricted on the basis of race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation.

4. Designated Program Services shall not be targeted to specialized populations based on race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation without written authorization by the Department to do so.

5. Designated Program Services delivered in public or private schools:
    a. shall not be restricted to students who attend the school or their families;
    b. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
    c. shall be limited to out-of-school time activities or other proper public purposes; and
    d. shall be provided only at times other than the regularly scheduled school day.

6. Incidents shall be reported as follows:
    a. Contractor will notify the Department of any injury to any participant, employee, volunteer, officer, visitor, or any other person which occurs in connection with the Designated Program Services and of any damage to the program site or any damage to or theft of equipment purchased with Discretionary Funds. Telephone notification must be given to the Department within twenty-four (24) hours of the incident, followed by a written report on the Department's Incident Report Form delivered to the Department within three (3) working days.
    b. Contractor will notify the Department of any incident or allegation of abuse of a participant by any of Contractor's staff, paid or volunteer. The term "abuse" here means any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. This notification must be made by telephone to the Department immediately upon discovery, followed by a written report on the Department's Incident Report Form within three (3) working days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

Agency Name:		Contract ID#:	
Program Name:		Phone #:	
Contact Person:		Email:	
Site Address:			

Community Board _____ Council District _____ Citywide _____ Boroughwide ____

PROGRAM AREAS: Place an "X" next to all items that apply.

- ☐ General Support of Existing Programs (rather than a specific program or activity)
  - ☐ General Administration
  - ☐ Personnel Expenses
  - ☐ Utilities
  - ☐ Rent
  - ☐ Other (Please describe): _____
- ☐ Program Services for Youth (only during non-school hours)
  - ☐ Homework Assistance and Educational Activities
  - ☐ Recreational and Sports Activities
  - ☐ Cultural Activities
  - ☐ General Youth Development Activities (*e.g.*, service-learning, values development, relationship building, development of social competencies, asset building, conflict resolution)
  - ☐ Leadership Skills
  - ☐ Personnel Expenses
  - ☐ Other (Please describe): _____
- ☐ Community Development Services
  - ☐ Social Services (*e.g.*, mentoring, volunteering activities, peer counseling)
  - ☐ Immigration Services
  - ☐ Neighborhood Beautification (*e.g.*, neighborhood garden, park clean-up)
  - ☐ Self-help Activities (*e.g.*, helping schools, veterans' groups)
  - ☐ Personnel Expenses
  - ☐ Other (Please describe): _____

Summary of Designated Program Services

NOTE: Summary must be consistent with program description and line item budget and relate only to programs funded through this Agreement. (Attach additional pages if space is needed.)

Number of participants/clients to be served: _____

Activities to be provided:

Uses of Discretionary Funds:

Enrollment and Activity Schedules

I. Programs providing regular, recurring services to clients/participants:

DEMOGRAPHICS: Indicate the # of clients/participants per:

Ethnicity	#	Age	#	Borough	#	Gender	#
White		0-4		Bronx		Male	
Black		5-9		Brooklyn		Female	
Hispanic		10-13		Manhattan			
Asian		14-15		Queens			
Native American		16-21		Staten Island			
Other		21+					

SCHEDULE:

Dates of Operation MM/DD/YY		Days of Week (*e.g.*, M-F, Sa, Th)	
Hours of Day (*e.g.*, 3-6pm)			

ENROLLMENT PLAN: Indicate the planned enrollment per quarter.

7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30	Total

TOTAL UNDUPLICATED ENROLLMENT:_____

II. Programs providing one-time, non-recurring services or activities:

ONE TIME EVENTS:

Date(s) of event:_____ Time: _____ Estimated Participants:_____

Location: _____

DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Contractor: _____ **DYCD ID #:** [ ]

Community Board: _____

Council District: _____ **Amendment:** [ ]

Budget Summary: (reflective of line item budget)

Category	Budget Amount
Salaries and Wages*	
Fringe Benefits	
Central Insurance	
Non Staff Services	
OTPS	
Total	

***Salaries and Wages**

Title	Amount
Total	

CONTRACTOR INFORMATION

Basic Data		
Primary Name:		
Additional Name:		
Name of Executive Director:		
Office Location (Street Address & Suite Number):		
City:	**State:**	**Zip:**
Contractor General Telephone (1):		
Contractor General Telephone (2):		
Mailing Address:		
City:	**State:**	**Zip:**
Contact Name/Title:		
Contact Telephone:		
Contact Fax:		
Contact Email:		

Board Chairperson Information
Name of Chairperson of the Board:
Address of the Chairperson:
Telephone Number of the Chairperson:
Email Address of Chairperson:

EXHIBIT A-2

DESIGNATED PROGRAM SERVICES BUDGET

EXHIBIT B
CONFLICT OF INTEREST
DISCLOSURE AND COMPLIANCE
CERTIFICATION FORM

EXHIBIT C
LOBBYING CERTIFICATION FORM

EXHIBIT C

The City Council has asked City contracting agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Law requirements. If you have any questions concerning this form, please contact the agency awarding the contract associated with the discretionary award. For more information about lobbying filing requirements, please visit:http://www.cityclerk.nyc.gov/html/lobbying/lobbying_bureau.shtml.

LOBBYING CERTIFICATION

The undersigned affirms and declares that the Vendor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws. See Administrative Code of the City of New York ("Administrative Code") § 3-211 et seq. and Legislative Law §1-a et seq., respectively. The Vendor's registration status is disclosed below.

Legal Name of Vendor _____

Address _____

City _____ State _____ Zip _____

EIN/TIN_____ Tel. No. _____ E-mail _____

CHECK ALL THAT ARE APPLICABLE:

☐ **Currently registered as a Lobbyist with the New York City Clerk in accordance with §3-213 of the Administrative Code as _____[insert name(s) of individual or organization].**

☐ **Currently in compliance with the filing requirements applicable to Clients pursuant to §3-217 of the Administrative Code as _____[insert name(s) of individual or organization].**

☐ **Currently registered as a Lobbyist with the New York State Joint Commission on Public Ethics pursuant to section 1-e of the Legislative Law.**

☐ **Currently in compliance with the filing requirements applicable to Clients pursuant to section 1-j of the Legislative Law.**

☐ **Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Administrative Code.**

☐ **Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the NYS Legislative Law.**

NOTE: A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

_____ _____

Name of Authorized Official **Signature of Authorized Official**

_____

Date