THE CITY OF NEW YORK
POLICE PENSION FUND
REQUEST FOR PROPOSALS

TITLE: ORGANIZATIONAL CHANGE MANAGEMENT OF THE COMPREHENSIVE OFFICER
PENSION SYSTEM (COPS 2.0) DEVELOPMENT

PIN #: 2561808OCM

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AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name: Latonia Harris
Title: Director of Procurement/Contracts
Mailing Address: New York City Police Pension Fund
233 Broadway, 25th Floor
New York, N.Y. 10279
Telephone #: (212) 693-5068
Fax #: (212) 693-6868
E-Mail Address: lharris@nycppf.org

Unless expressly noted elsewhere in this RFP or expressly authorized by Authorized Agency Contact Person, there shall be no contact or communication regarding this RFP or other pending RFPs either in person, writing, or by phone, between any respondent or prospective respondent and:

- Any employee of the Fund except the Authorized Agency Contact Person
- Any member of the Board of Trustees
- Any person(s) in a position to influence the decisions of the Fund at any time during the process, and until the Fund makes its decision, except at times specified for oral presentations by selected firms, if any.
Direct communication with those persons referenced above may result in the disqualification of the respondent. This prohibition of communications shall be in effect from the date this RFP is issued until the Fund contracts with its selected Vendor.

I. TIMETABLE

A. Release Date of this Request for Proposals: January 23, 2018

All questions and requests for additional information concerning this Request for Proposals (“RFP”) should be directed to Latonia Harris, the Authorized Contact Person, at:

Telephone: (212) 693-5068  
Fax: (212) 693-6868  
E-Mail: lharris@nycppf.org

B. Mandatory Conference:

Attendance at the pre-proposal conference, in person, is a mandatory requirement for a vendor to submit a proposal. This mandatory pre-proposal conference will be held at 9:30am EST on February 2, 2018 at 233 Broadway, 25th Floor Conference Room.

The purpose of the conference is to:
1. Ensure that interested vendors understand the RFP objectives and scope of work;
2. Address vendor questions and provide any clarifications or additional information necessary regarding the RFP;
3. Identify any RFP-related issues or impediments that could potentially impact or complicate responses.

All vendors who intend to attend the conference shall send an email of intent to the email address above. The Fund will accept written questions regarding the RFP in advance of the conference, which must be directed in writing by email to the Authorized Agency Contact. Questions received in advance of the pre-proposal conference will be addressed at the conference. In general, the written responses in the Question & Answer Addenda will be considered the authoritative answers to questions to any verbal response that may be given at the pre-proposal conference.

C. Question Submission Deadline: February 7, 2018 at 12noon

The Fund will accept written questions concerning the RFP. All questions must be sent to the Fund’s Authorized Contact Person. The Addenda with all questions submitted on or before the deadline will be addressed in the addenda scheduled to be released February 14, 2018.

D. Proposal due Date, Time and Location:

Date: February 26, 2018  
Time: 12 noon  
Location: New York City Police Pension Fund  
233 Broadway, 25th Floor  
New York, NY 10279  
Attention: Latonia Harris  
Director of Procurement/Authorized Agency Contact Person
**E-mailed or faxed proposals will not be accepted by the Fund.** Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Fund, except as provided under New York City’s Procurement Policy Board (“PPB”) Rules.

The Fund will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all Proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

All proposals must be received via mail (i.e. USPS, UPS, Fed Ex, etc.) or hand delivery by the above date and time.

**E. Oral Presentations/Demonstrations**

The Fund will require Proposers to give oral presentations after the Closing Date regarding their proposals. Proposers will be required to demonstrate or exhibit aspects relating to their proposal during the presentation. The Fund expects presentations to occur the week of March 12th for those top rated Proposals from Round One.

**F. Anticipated Contract Terms**

The successful Proposer will be awarded a contract for four years and six months with three (3) one-year options to renew for a contract projected to commence in May 2018. Contracts are renewed at the discretion of the Fund.

**G. Anticipated Payment Schedule**

It is anticipated that the payment structure will be based on work performed and milestones tied to deliverables. However, the Fund will consider a payment schedule proposed in a different manner and reserves the right to select the schedule that is in the City’s best interest. All payment schedules should anticipate payment holdbacks of 15% through the duration of the project.

**II. SUMMARY OF THE REQUEST FOR PROPOSALS**

**A. Background/Purpose of RFP**

The Fund was incorporated and commenced business on March 29, 1940. This incorporation succeeded the Police Pension Fund Article 1, established for uniformed members of the NYPD prior to 1940. By legislation enacted in 1995, Article 1 was merged into the Fund. In 2001, legislation provided Corpus Funding for the Fund to begin operations in September, 2002 at its new location at 233 Broadway in New York City. The Fund is governed by the Board of Trustees consisting of labor and city representatives. The Comptroller of the City of New York is Custodian of the funds of the System, and by delegation of the Board of Trustees, has the power to invest those funds. The Executive Director is the chief administrative officer of the agency. The Chief Actuary for the City of New York provides actuarial services to the Fund. The Office of Corporation Counsel provides legal services to the Fund.

The Fund is a defined benefit plan that manages the Fund’s invested assets and pays out benefits according to formulas set forth in New York State and New York City laws. In general, Tier 1 and 2 members are governed by Title 13 of the New York City Administrative Code (“AC NY”), and Tier 3 members are governed by Article 14 of the New York State Retirement and Social Security Law (“RSSL”); both are governed by the Rules of the Fund and certain other applicable statutes.
The Fund is currently responsible for the management and the administration of approximately 83,000 pensions for uniformed members of the New York City Police Department.

The original pension administration system, Comprehensive Officer Pension System (“COPS”) started development in 2003 and went into production on March 17, 2008. COPS was originally maintained by the original implementation vendor, but is currently maintained by the Fund’s technical team. A major upgrade of the COPS platform has not been performed subsequent to the original implementation.

In August 2015, the Fund initiated an agency wide initiative with the goal of upgrading / replacing its current pension administration line-of-business and imaging systems. The Fund recently entered into an agreement with Vitech Systems Group, Inc. (“Vitech”) who will be responsible for developing and implementing a software system as outlined in Fund’s planned initiatives. The Fund anticipates that the newly developed platform will include modules that consist of a customer relationship management, membership self-service and business process management systems. This new system will be called the Comprehensive Officer Pension System 2.0 (“COPS 2.0”).

The COPS 2.0 development and implementation is anticipated to take place within a four year and six month timeframe beginning in May 2018. It is expected that the COPS 2.0 program will use a hybrid Agile / Waterfall system development lifecycle (“SDLC”) methodology.

B. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFP. Proposals that fail to meet all of these requirements will be rejected. All proposals received on or before the proposal due date and time and at the location specified in the RFP, will be evaluated to determine whether or not they meet the following Minimum Qualifications:

1. Proposer must have a minimum of ten years related experience in providing organizational change management and employee change management guidance, training, and support during a large scale software implementation project. Experience with large public pension systems is preferred.
2. Proposer must have a minimum of three years of experience in developing and implementing change management plans that minimize change resistance and maximize stakeholder engagement that result in successful adoption of a new system of the relative size and scope.
3. Key Personnel must have five years related experience (as described in minimum qualifications 1 and 2, above) with the Proposer and served on at least one of the successful, referenced projects of similar size, complexity, and length.
4. Proposer must be prepared to complete all work at the Fund’s office. No work may be performed offsite and no remote access to any of the Fund’s systems will be permitted. Offshore work is not permitted.
5. Proposer must affirm ability to work within New York City, specifically at the Fund’s offices at 233 Broadway and at other New York City agency offices as required. The Fund will not accommodate time or expenses for consultants to commute from locations outside of New York City.
6. Proposer must not be a competitor of Vitech.¹

¹ The following are excerpted definitions from the contract between Vitech and PPF:

“Competitive Business” means (i) the licensing and/or distribution of software containing multiple functionalities the same as or substantially similar to the Licensed Software marketed to industries to which Licensor markets its products and services, and/or (ii) the installation of software containing multiple functionalities the same as or substantially similar to the Licensed Software marketed to industries to which Licensor markets its products and services, provided that, with respect to (ii) (installation of software only), such person or entity has been a bidder, co-bidder or sub-bidder in any
C. Exclusion from Award in Subsequent and/or Simultaneous Solicitation

The selected proposer from this RFP shall not be awarded, whether as a contractor or sub-contractor, the solicitation released by the Fund for Independent Verification and Validation (“IV&V”). Proposers may respond to, and be awarded, simultaneous related solicitations, but IV&V must remain completely independent of the other selected vendor(s). If Proposers apply under multiple solicitations the Fund reserves the right to make an award to the Proposer under any, or none, of the solicitations.

III. SCOPE OF SERVICES

A. Goals and Objectives of this RFP

The Fund’s goal is to implement a pension administration system that meets critical business requirements on time and within budget. The objective of this RFP is to enter into contract with a qualified, professional Organizational Change Management consultant or consulting firm to accomplish the work described below. With the Fund’s development and implementation of the new pension administration platform, the day to day business task will be shifting to a more innovative integrated system, bringing about new processes and change to staff task and standards. The changes will impact how staff adjust and accept their roles. The objective of this agreement is to focus on how the staff gets acclimated to the change and the goal is to minimize resistance through developing a plan of action that will be implemented by management.

The selected Proposer will be responsible for the following task and deliverables:

- Prepare and develop a change management plan that addresses process and application changes resulting from the COPS 2.0 upgrade
- Change management plan should include, at a minimum;
  - Readiness assessments (this includes an overall assessment of supervisory and frontline staff readiness for change and support needs. (The Fund’s Project Manager will work with the selected contractor to identify and develop an list of staff that should be interviewed or otherwise contacted during this phase)
  - Description of the change management methodology and practice to be implemented
  - A Communication Plan- after a review of the Fund’s current methods and ways of communication, identify short and long term improvements that can be made

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request for proposal or in which Licensor was also a bidder, co-bidder or sub-bidder in the thirty-six (36) months prior to Licensee’s use of such person or entity hereunder.

“Competitor of Licensor” means any person or entity engaged in Competitive Business, For Licensee to ensure that it is correct in its belief that a person or entity is not a Competitor of Licensor, Licensee may, but shall not be obligated to, provide a written request for determination to Licensor, such request to contain at a minimum the corporate identity and address of such person or entity. Licensee’s response shall be provided to Licensee within ten (10) days of receipt of such request, and its determination shall not to be unreasonably withheld or conditioned. If Licensor does not respond within such period, such person or entity shall be deemed determined by Licensor not to be a Competitor of Licensor. An entity shall not automatically be considered a Competitor of Licensor if the business of such entity includes Competitive Business, provided however that the activities for which Licensee wishes to engage such entity will not involve personnel of such entity who are engaged in the Competitive Business and provided further that Licensor’s intellectual property is protected.

2 The related solicitations under the COPS 2.0 project are as follows:
1. System Implementation-Comprehensive Officer Pension System (COPS 2.0) (PIN #: 2561704COPS2)
2. Independent Verification and Validation of The Comprehensive Officer Pension System (COPS 2.0) Development (PIN #: 2561807IVV)
3. Organizational Change Management of The Comprehensive Officer Pension System (COPS 2.0) Development (PIN #: 2561808OCM)
4. Quality Assurance and Testing of The Comprehensive Officer Pension System (COPS 2.0) Development (PIN #: 2561809QAT)

IT Security Audit of New York City Police Pension Fund’s Enterprise IT Environment and Support of The Comprehensive Officer Pension System (COPS 2.0) Development (PIN #: 2561810SEC)
Define the task and responsibilities of the Fund’s Sponsor
List of activities to be completed and the resources utilized in each activity
Resistance management
Identify manager training for change management (this may or may not include ongoing coaching and development at the senior management and supervisor levels)
Review and advise on the establishment of an agency training program
- In cooperation with other vendors, responsible for the Fund’s business process design/redesign based on impacts of, at a minimum:
  - Paperless office / centralized document intake / digital workflow
  - Call center model of customer service
  - Focus on Self Service as the primary method of interaction with the membership
  - New COPS 2.0 integration with existing legacy systems
- Change management plan will align with the COPS 2.0 project schedule and address the appropriate business units impacted throughout the project
- Implement the change management plan incorporating business unit stakeholders and process owners
- Facilitate acceptance and ownership of the COPS 2.0 project effort by the Fund Staff
- Facilitate acceptance and ownership of the modernized COPS 2.0 system by the Fund Staff
- Facilitate meetings with project team to discuss, resolve, and document progress and issues logs
- Provide industry best practices of organizational change acceptance for enterprise level IT system modernization programs
- Support effective and well-timed communication about the changes needed
- Recommend/Manage ongoing program activities to encourage and maintain change acceptance
- Identify technologies and tools that will be used in the change management process
- Provide measurement tools including research methods and/defined indicators of successful acceptance of the changes implemented
- Make modifications to the change management plan as needed to address changes in the project timeline or project milestones

The selected Organization Change Management Proposer will create internal operational assessments of the Fund’s current staffing needs. This Proposer shall also assist in the development and execution of training related to changes due to this project.

Change management methodology is critical to the success of this effort. The Proposer must describe the methodology and mechanisms it has in place and will use to support the effort. Particular emphasis must be placed on how revisions will be managed and controlled, as well as the Fund’s responsibilities in those areas.

B. Deliverables

As part of the submitted proposal, the Proposer is expected to define all project deliverables to meet the scope of work described herein. It is expected that at a minimum, the selected Proposer will provide the following deliverables:
1. Change management plan that addresses process and application changes resulting from the COPS 2.0 upgrade as defined in scope of services.
2. List of technologies and tools that will be used in the change management process.
3. Checkpoint meetings with project team to discuss, resolve, and document progress and issues logs.
4. Define industry best practices of organizational change acceptance for enterprise level IT system modernization programs.
5. Identify measurement tools including research methods and/or defined indicators of successful acceptance of the changes implemented.
6. Internal operational assessments of the Fund’s current staffing needs.
7. Executive Status Reports: as requested.
8. Periodic reporting to the Fund’s stakeholders on progress of project: To be determined as project progresses (this may include a recommendation to accept/reject the COPS 2.0 contractor deliverables and/or actions to address deliverable deficiencies).

C. Adherence to Fund Policies

1. Confidentiality
   All staff working under this solicitation are expected to adhere to the Fund’s data security and confidentiality policies. The Proposer must execute the Fund’s standard Non-Disclosure and Data Security Agreement (Attachment H), which is binding on all staff employed by the Proposer.

2. Workplace guidelines
   If selected, all Proposer staff will be required to maintain safety, adhere to health codes and maintain a professional decorum while working on the Fund’s premises. The staff must participate in fire drills, emergency evacuation drills, and or, any other routine safety measures conducted while on the premises.

3. Acceptable Use Policy
   Internet/Wi-Fi access is a resource provided by the City of New York to enable employees and contractors to conduct business in an efficient manner. The City of New York has enacted a Citywide Internet Acceptable Use Policy that establishes protocol for the use of internet and internet email by contractors using the Funds network resources. If awarded a contract as a result of this solicitation, all Proposer personnel assigned to work on site will be required to sign the Funds Acceptable Use Policy acknowledging their willingness to abide by the rules and regulations governing the use of the City’s network resources.

D. Participation by Minority Owned and Women Owned Business Enterprises in City Procurement

The contract resulting from this Request for Proposals will not be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York. However, the Fund encourage vendors that are interested in being recognized as an M/WBE to review the M/WBE requirements established by the City at www.nyc.gov/getcertified.
E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation should complete the Doing Business Data Form (Attachment F) and return it with this proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

F. Electronic Funds Transfer

In accordance with New York City Administrative 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, Contractor shall designate one financial institution or other authorized payment agent and shall be required to complete a “EFT Vendor Payment Enrollment Form” in order to provide the Fund with information necessary for 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.

The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder 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 interest of the City.

G. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each Proposers is required to complete the attached Bidders Certification of Compliance (Attachment G) with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a Proposer appears on that list, the Agency/Department will be able to award a contract to such Proposer only in situations where the Proposer is takings steps to cease its investments in Iran or where the Proposer is a necessary sole source. Please refer to Attachment for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to http://www.ogs.ny.gov/About/regs/ida.asp for additional information concerning the list of entities.

H. Subcontractor Compliance & Required Documents

Proposals that plan to utilize subcontractors must complete the Subcontract Approval Form (Attachment D). No subcontractor will be allowed to perform any services unless the entity is preapproved by the Fund. The Subcontractor will be subject to the same background investigation review process as the
prime contractor. In your proposal, identify what percentage of the task will be performed by the subcontractor; use of subcontractors does not alleviate the prime contractor from any contractual obligations under an agreement resulting from this solicitation.

I. Paid Sick Leave Law

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Selected Proposers of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

If awarded a contract as a result of this solicitation, the selected Proposer agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Proposers further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of an agreement may result in its termination.

Proposers are advised to review the PSLL and Rules in its entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Proposers can get more information about how to comply with the PSLL. Proposers acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained in the Appendix A Rider.

IV. FORMAT AND CONTENT OF THE PROPOSAL

Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½” X 11” paper and placed in a three ring binder. All Proposers must also submit the proposal as a file in searchable PDF format on a CD or DVD. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

The Proposal must address the Scopes of Services listed in Section III, above. The proposal must be organized in the four sections: Sections 1 – 4 constitute Proposer’s Technical Proposal. Section 5 is Proposer’s price proposal, which shall be submitted in a separate sealed envelope. Proposer’s technical proposal should not contain any references to cost/pricing.

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment B) transmits the Proposer’s Proposal Package to the Fund. It should be completed, signed and dated by an authorized representative of the Proposer. The letter should include information about your company, summary of experience, financial stability and a statement regarding the services can offer to the Fund.
2. **Organizational Capability and Experience**

The Proposal must be a clear concise narrative which addresses the programmatic, technical, managerial and financial capability necessary to provide the work described in Section III. Specifically address the following:

a) Submit a statement organization stability/when was the company established etc. Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer’s organization.

b) Attach a copy of the proposer’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.

c) Define the proposed personnel used to staff the project with resumes that show each employee meets the experience requirements. Provide a statement certifying that the proposed key staff will be available for the duration of the project.

d) Attach a listing of at least three relevant references, including the name of the reference entity, brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposer sub-contractor if any.

e) The Fund understands that not all vendors may have the full breadth of resources and skill sets to complete all aspects of a project of this scope and understands that some elements of the work may be subcontracted. The RFP response should clearly identify roles to be served by each subcontractor. However, this disclosure shall not relieve the prime vendor of any obligations and duties to deliver all contracted goods and services. All subcontractors will be subject to the same legal, confidentiality and business conduct requirements identified for the primary contractor.

f) Demonstrated effectiveness: Proposer shall include a description of all prior experience in the execution of these or similar services and, in addition to the information submitted to meet the Minimum Qualifications required in Section II (b) above, include:

- Details of Proposer's background and experience in providing these specific or related services.
- Details on the methods used, and results obtained, by those methods. Provide objective data, if available. The Fund reserves the right to verify any experience presented.
- Actual resumes of key personnel.

3. **Project Management and Schedule**

The project management proposal must be a clear concise narrative which addresses the following:

a) Completely define your company’s project management process and experience.

b) Define the milestones and task necessary to meet the Fund’s objectives.

c) Define the project schedule and deliverables.

4. **Statement of Work**

The Statement of Work must be a clear, detailed, rational and concise description of how the Proposer's program will provide the services required in the Scope of Services in Section III, above. It should show a clear understanding of the requirements noted in this RFP and demonstrate how the plan will meet the Fund’s goals and objectives. Proposals must contain a work plan indicating approximate staffing plan and proposed reporting...
protocol to the Fund’s executive staff and timeframes of the services to be provided. Also, include experience and assurances against any conflicts of interest.

The Statement of Work must also identify any Fund resources expected to support the Organization Change Management function (i.e. staff, computer, and office service) and the extent of such contribution. It is important that the Fund’s member services continue to be provided without interruption.

5. **Price Proposal (Submitted in Separate Sealed Envelope)**

Proposers must submit a line-item budget for the service to be provided, including all your costs associated with the services in your proposal for which you will be charging the Fund. Include, but do not limit the details to, the following:

A proposed total fee and an estimation of total hours necessary to complete the outlined scope (Provide explanations as appropriate).

A schedule of the estimated hours and proposed billing rate for each class of professional employee to be utilized by the firm in completing the tasks indicating the hours and amounts for such employees included in the total fee (specify the maximum dollar amount, this amount may be adjusted for any work performed not within the scope of the engagement).

A schedule of payment milestones with all associated deliverables tied to those payments. All payment schedules should anticipate payment holdbacks of 15% through the duration of the project.

6. **Acknowledgment of Addenda**

The Acknowledgment of Addenda form (Attachment E) serves as the Proposer’s acknowledgment of the receipt of addenda to this RFP which may have been issued by the Fund prior to the Proposal Due Date and Time, as set forth in Section I (D), above. The Proposer should complete this form as instructed on the form.

B. **Proposal Package Contents (“Checklist”)**

The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled “Program Proposal,” containing one original and two copies of the documents listed below in the following order:
   a) Proposal Cover Letter Form (Attachment B)
   b) Proposal
      (1) Narrative
      (2) References for the Proposer and, if applicable, each Sub-Contractor
      (3) Resumes and/or Description of Qualifications for Key Staff Positions
      (4) Organizational Chart
      (5) Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
   c) Acknowledgment of Addenda Form (Attachment E)
   d) Doing Business Data form (Attachment F)
   e) Iran Divestment Compliance Rider for NYC Contractors (Attachment G)
f) Non-Disclosure & Data Security Agreement (Attachment H)

2. A separate sealed inner envelope labeled “Price Proposal” containing one original with the Price Proposal Form and Supporting Document(s) (Attachment C).

3. A sealed outer envelope, enclosing the two sealed inner envelopes. The sealed outer envelope should have two labels containing:
   a) The proposer’s name and address, the Title and PIN # of this RFP and the name and telephone number of the Proposer’s Contact Person.
   b) The name, title and address of the Authorized Agency Contact Person.

4. A redacted proposal, if necessary, in accordance with Section VIII (J), below.

V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

The selected Proposer must be a proven firm with experiences and knowledge in producing high quality work. An Evaluation Committee comprised of representatives from the Fund will review the responsive proposals submitted pursuant to this RFP. All proposals accepted by the Fund will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined by the Fund to be non-responsive will be rejected. The Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below and a competitive range of ratings will be established. This could result in the rejection of certain proposals.

The Fund reserves the right to conduct interviews, request that Proposers make presentations to the Fund and/or submit best and final offers as the Fund deems applicable and appropriate. Although discussions may be conducted with Proposers submitting acceptable proposals, the Fund reserves the right to award the contract on the basis of initial proposals received, without discussions; therefore, the Proposer’s initial proposal should contain its best terms.

Evaluation will be managed as a multi-stage process:

1. Proposals will be screened to determine whether minimum requirements are met. Proposals that do not meet these minimum requirements (non-responsive proposals) will be rejected. Responsive proposals will be reviewed. Proposals that meet the minimum requirements will advance to Round One of scoring, as described in Section B, below.

2. Top rated Proposals from Round One will advance to Round Two. The Fund reserves the right to not move all Proposals to Round Two and will determine appropriate advancement based on the quality and number of proposals received.

3. Price Proposals of the remaining Proposers will be rated in accordance with Section B, below, and combined with the scores for all other criteria. The Fund may conduct discussions and/or negotiations with the top rated Proposer(s) and request submission of best and final offers (“BAFO”).

4. Proposal(s) may be re-evaluated after discussions and/or submission of BAFOs. The proposal(s) with the highest combined scores will be selected to begin contract negotiations with the Fund.

Proposers may be requested to provide clarifications or additional information regarding their proposal(s) at any time during the evaluation process. Selection(s) may be made without any discussions.

Proposers may be requested to make presentations to Fund. Selection may be made without presentations.
The Fund will conduct contract negotiations with Proposer(s) selected by the Evaluation Criteria. Should negotiations fail to result in agreement within two weeks of their commencement, the Fund shall have the right to terminate negotiations. The Fund may then select the next highest rated Proposer who submitted a proposal in response to this RFP, or take other action consistent with the best interests of the City.

B. Evaluation Criteria

Based on the Evaluation Criteria below, the Fund’s Evaluation Committee will evaluate and rate all proposals whose Proposers meet the minimum qualification requirement.

Evaluation Criteria:

1. **Round One: Written Business Case Evaluation (50 points)**

   The following are criteria upon which the written proposals will be reviewed and scored; this list is meant to be illustrative and not exhaustive:
   - Demonstrated Effectiveness - Evidence of prior successful experience that is detailed and directly related to the proposed services.
   - Program Plan - Program Plan for providing the required services in a clear, professional, and highly rational manner.
   - Organizational Capacity - Strong and unequivocal evidence that the organization's human, organizational, technical, and professional resources and abilities can support the proposed services.

2. **Round Two: References and/or Demonstrated Business Case Evaluation (20 points)**

   Proposers may be requested to make presentations to Fund. Selection may be made without presentations. If elected, Presentations will be reviewed and scored under the same criteria as Round One. In addition, the Fund reserves the right to contact any and all former clients as references.

3. **Financial Evaluation (30 points) (simultaneous with Round Two)**

   The lowest cost, qualified Proposer will be identified and assigned the full value of 30%. The remaining proposals will be ranked from the lowest cost to the highest cost with each receiving a proportional % of the financial award.

C. Basis for Contract Award

A contract will be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP.

VI. GENERAL INFORMATION TO PROPOSERS

A. Complaints

The New York City Comptroller is charged with the audit of contracts in New York City. Any Proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is: (212) 825-5959.
B. Applicable Laws

This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions

Contracts shall be subject to New York City’s general contract provisions, in substantially the form that they appear in “Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services” or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency’s general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award

Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the Proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the Proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Background Investigations

All vendor employees and their subcontractors who are, at a minimum, onsite at the Fund’s offices or have access to personally identifiable information should be prepared to undergo a thorough background and security investigation by the New York City Police Department. Such investigation may include fingerprinting and photographing, if necessary. Accordingly, all employees should be prepared to furnish a copy of government issued identification, as well as a Social Security Number.

F. Proposer Appeal Rights

Pursuant to New York City’s Procurement Policy Board Rules, Proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency’s determination regarding the solicitation or award of a contract.

G. Multi-Year Contracts

Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor’s performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
H. Prompt Payment Policy

Pursuant to the New York City’s Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

I. Prices Irrevocable

Prices proposed by the Proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request Proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

J. Confidential, Proprietary Information or Trade Secrets/Non-Disclosure Agreement

The Fund may treat all information submitted by a Proposer as public information following the conclusion of the selection process unless the Proposer properly requests that information be treated as confidential at the time of submitting the proposal. The Fund’s release of information is governed by the New York State Freedom of Information Law (“FOIL”), codified in Public Officers’ Law §§ 87, et seq. Proposers are encouraged to familiarize themselves with FOIL before submitting a proposal. The Fund will copy/disclose public records as required to comply with FOIL.

Any request for confidential treatment of information must be included in the transmittal letter with the Proposer’s proposal. In addition, the Proposer must enumerate the specific grounds in Public Officers’ Law § 89 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Proposer to respond to any inquiries by the Fund concerning the confidential status of the materials.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential is unacceptable.

If the Proposer designates any portion of the proposal as confidential, the Proposer must submit one copy of the proposal from which the confidential information has been excised or redacted. This excised copy is in addition to the number of copies requested in Section (IV) (B) (1) of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The Fund will treat the information marked confidential as confidential information to the extent such information is determined confidential under NY’s FOIL or other applicable law or by a court of competent jurisdiction.

The Proposer’s failure to request confidential treatment of material will be deemed by the Fund as a waiver of any right to confidentiality which the Proposer may have had. By submitting a proposal, the Proposer agrees that the Fund may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Proposer consents to such copying by submitting a proposal and warrants that such copying will not violate its
rights or the rights of any third party. The Fund shall have the right to use ideas or adaptations of ideas that are presented in the proposals.

The selected vendor may have access to the existing COPS system to perform their duties as defined by this document, at the discretion of the Fund. If such access is granted, the selected vendor must sign a Non-Disclosure Agreement, which names the current COPS system software platform provider as a beneficiary of same.

K. RFP Postponement/Cancellation/Validity

The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals, at any point in the procurement process.

L. Proposer Costs

Proposers will not be reimbursed for any costs incurred to prepare proposals.

M. Charter Section 312(a) Certification

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

January 9, 2018

Agency Chief Contracting Officer                    Date
ATTACHMENT A

THE CITY OF NEW YORK
POLICE PENSION FUND
REQUEST FOR PROPOSALS ARTIFACTS

TITLE: ORGANIZATIONAL CHANGE MANAGEMENT OF THE COMPREHENSIVE OFFICER PENSION SYSTEM (COPS 2.0) DEVELOPMENT ARTIFACTS

PIN #: 2561808OCM
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I-4 Training and Knowledge Transfer

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I-4.2.1 General Technical Training
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Appendix
Appendix I-4.1 High Level Training Plan
Appendix I-4.2 Sample V3 User Guide
Appendix I-4.3 Sample V3 Guided Practice
Appendix I-4.4 Sample V3 Knowledge Base
Vitech is fully committed to meeting all Training and Knowledge Transfer requirements specified in Section C.9 of the RFP.

Vitech has proposed and will deliver a comprehensive training program that is comprised of training and documentation for internal NYCPPF staff, consisting of technical staff, business operations staff, project staff, and other stakeholders. The training programs will be delivered by a team of experienced business and technical personnel from Vitech, directly to the NYCPPF staff, leveraging both hands-on and workshop style training events.

Vitech’s Training methodology has been developed based on years of servicing over 100 clients in the exciting transition to their new V3 platforms and operating models. The training program we deliver is designed to empower your staff to do their jobs effectively and efficiently using the V3 solution as tailored specifically for NYCPPF requirements. Our training will empower users to service members with ease, accuracy and increased efficiency.

Vitech’s proven training approach uses phased learning that builds on conceptual overviews, then introduces structured system demonstrations, advances to learners practicing in guided hands-on activities, and concludes with detailed Question and Answer sessions with instructors. Key principles of Vitech’s Training programs include:

- **Systematic Approach to Designing Training.** Following completion of a needs assessment, and in consultation with NYCPPF leadership, as appropriate, Vitech will develop a Training Plan best suited to facilitating V3 deployment and adoption.

- **Training Tailored to NYCPPF Work Processes.** Training is centered on work processes (e.g., processing a retirement), helping NYCPPF staff learn how to navigate the system in order to accomplish tasks required for their specific job functions.

- **Just in Time Training, Delivering Skills when Users Need Them:** To maximize retention of new competencies, training is delivered as close as practical to the time NYCPPF users will be applying those new skills. Project team members receive implementation methodology and V3 orientations at the start of the project to confirm effectiveness in their project roles; UAT participants attend specific training in preparation for UAT; and the business end users and system administrators gain practical hands-on use of V3 in preparation for go-live.

- **Robust Knowledge Base of Training Documentation:** Vitech delivers a living body of materials that are NYCPPF to use, update, and grow as the system progresses.

The success of any major software deployment is dependent upon proper training and achieving acceptance and adoption by the constituent user base. To this end, Vitech has developed a comprehensive training program designed to meet the unique training requirements of differing user groups.
Vitech will design, develop and deliver four comprehensive training programs, addressing NYCPPF staff members:

- Training in the Development Methodology for staff members participating in V3 solution design sessions
- User Acceptance Test Training for NYCPPF staff involved in the UAT phase
- User Training for staff members who will use V3 to perform pension administration business processes
- System Administration and Technical Training for Staff members who will be administering V3 after implementation

NYCPPF staff training will be classroom-based and will be conducted on-site. Customized classroom training and hands-on guided practice are used, in concert with workshops and laboratories to provide users a full breadth of classroom training and hands-on experience. All training will be conducted with relevant hard copy materials. Vitech will provide all electronic source documents, graphics and materials used in development and presentation of training.

Vitech acknowledges that General staff training is to be scheduled such that, in general, no more than 20% of the agency staff is away from work at any given time. Business unit specific training is to be scheduled such that, in general, no more than 50% of the staff assigned to a business unit is away from work at any given time. Vitech will apply the above guidelines to a subset of User Training courses only and will be mutually agreed in the Training Plan.

For each of the Rollouts Vitech will prepare a training plan that identifies the training curriculum and number of training sessions per course. This training plan will be reviewed and approved by NYCPPF.
Training Assumptions

Vitech has applied the following assumptions to all training programs:

- **General assumptions for all training programs**, while Vitech will manage the training program, Vitech assumes that a NYCPPF designated training person will assist in the coordination of training activities and will be responsible for approval of all training materials.

- **Facilitator Toolkit** for the User Training Program, will be available in PowerPoint or Word format. The toolkit will be shared on a Just-In-Time basis prior to the training, but no later than 5 business days prior to the training event. The Vitech and NYCPPF Training Lead will mutually agree to any changes subsequent to the training, whereby Vitech will apply these changes to the final toolkit delivery. Review of Word documents will leverage the track changes feature; however track changes will not be used for PowerPoint or Excel documents.

- **Third Party Training Partner** - if NYCPPF hires a 3rd party training partner, then this training partner and NYCPPF will review training materials and documentation in parallel.

- **User Guides** for internal users, will be available in Word format. The user guides include step by step instructions on how to complete key business tasks in the solution. Due to the agile nature of the project, the guides will be updated over time to confirm the information can be updated and remains accurate for the users. Screen shots will be included in the final version of the User Guides, not in the interim or draft versions. Vitech will deliver only those guides as documented below and per an agreed training project plan. Vitech assumes that NYCPPF will conduct one review cycle only, and that each guide will be reviewed and feedback provided by NYCPPF within the defined review period (as set forth in Appendix C.1.2 of Artifact C-1 of this Proposal). The Vitech and NYCPPF Training Leads will mutually agree to the changes that will be applied to the User Guides. Vitech also assumes that the online help will not require additional review by NYCPPF, as the User Guides form the basis for the online help and the User Guides will be reviewed by NYCPPF in accordance with this Artifact I-4. In addition, NYCPPF will have the ability to test online help as part of UAT to confirm the setup is correct.

- **Guided Practices** for internal users, form the foundation of the Facilitator Toolkit and will be available in Word format with sample screen shots. The Guided Practices are used during training sessions as hands-on activities for key business processes. Vitech will publish a list of guided practices as part of the training project plan.

- **Work Process Training will be delivered to the staff** as part of the User Training Program. Vitech assumes that the staff have prior experience and knowledge of key NYCPPF business processes. Vitech further assumes that NYCPPF subject matter experts will be available during training to clarify any business processes for the staff. Vitech will only deliver those User Training courses as documented below.

- **Technical and System Admin Training will be delivered to the NYCPPF technical staff** as part of the Technical Training Program. Vitech assumes that NYCPPF staff have prior technical experience and skills as defined below. Vitech will only deliver those courses as documented below.

- **User Training evaluation** will be conducted at the conclusion of User Training. Vitech will request learners to complete a Course evaluation survey, with the results shared with NYCPPF.
• Member Training: V3 Member Self Service will contain a knowledgebase capability. NYCPPF will be responsible for the creation and maintenance of knowledge content for members.
I-4.1 User Training

I-4.1.1 Training in the Development Methodology

The V3 project will benefit significantly from active and engaged participation from NYCPPF staff in the solution design of this new system. Collaborative design and configuration is central to Vitech’s agile methodology and our Training program for NYCPPF project participants confirm they are comfortable with the implementation process and more specifically, with the role they and their colleagues will play the nature of the work sessions they will attend, the inputs and deliverables at each step.

To this end, Vitech commits to providing a series of orientation training sessions for all NYCPPF staff members participating in the project, within the first two months of the project. Development Methodology training is a prerequisite for all NYCPPF staff who are participating in the requirements confirmation, design, development, testing, training and deployment phases of the project, including users and technical staff. NYCPPF leadership will also find this orientation very beneficial in equipping them to champion the project’s program and promote the change management desired.

Vitech, with input from NYCPPF management and staff will create a training plan for the Implementation (Development) Methodology training. We anticipate this will be significantly based on Vitech’s agile methodology, tailored for compatibility with critical elements of NYCPPF SDLC. The training plan will be reviewed and approved by the NYCPPF leadership.

In addition, Vitech will provide informal refresher orientation training in Vitech’s agile methodology during project launch and at additional times in the project when additional team members are integrated into the project, such times to be defined in the project plan during project launch. This training will familiarize NYCPPF staff with key elements of the software development life cycle as it applies to this project, or as new staff join the project. The timing of these training sessions will coincide with the Sprint sessions which generate the solution design and configure V3 to meet NYCPPF requirements. With Vitech’s agile methodology, the program requirements are dynamically designed, developed, and tested in manageable chunks of work called Sprints. This implementation methodology enables NYCPPF SMEs to see and use the system as it is designed. This helps to make certain NYCPPF staff has the skills to explore the new functionality as it is designed for every phase and also emphasizes their contribution and responsibility for optimizing the V3 solution design.

Vitech will provide the NYCPPF project team with training on the project management and testing tools to be used on the project, such as JIRA, Zephyr, and Confluence.

The following table provides a view of an initial projection for the curriculum of the Training in Development Methodology.
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (Hours)</th>
</tr>
</thead>
</table>
| **Agile Methodology**                 | This session provides a high level overview of the project definition, solution design, testing, training and deployment of the V3 application. In this session you will learn how:  
  ▪ Agile methodology is applied to the project  
  ▪ Processes, work sessions and approvals required and the purpose of each  
  ▪ Project deliverables and milestones are related to the project methodology  
  ▪ Expected timelines  
  This session also provides:  
  ▪ Overview of each project phase  
  ▪ Objectives of each phase  
  ▪ Why the phase is necessary  
  ▪ Key activities and milestones for each phase  
  ▪ Roles and Responsibilities  
  This session does not include hands on exercises.                                                                                          | 2                |
| **V3 Foundation**                     | This session provides a high level overview of the V3 application. In this session you will learn how:  
  ▪ Data flows through V3  
  ▪ Interrelationships between modules  
  This session does not include hands on exercises.                                                                                         | 2                |
| **Project Management and Testing Tools** | This session provides an overview of the project management and testing tools that will be used on the project including:  
  ▪ JIRA – for issue management  
  ▪ Zephyr – for test case management  
  ▪ Confluence – for document management and collaboration                                                                                   | 2                |

**I-4.1.2 User Acceptance Test Training**

In preparation for the start of User Acceptance Testing, Vitech will deliver foundational training to those NYCPPF subject matter experts designated to participate in UAT.

Instructor-led classroom training sessions will cover:

- Goals for UAT
- Participants’ role in UAT
- General and work process user training including the screens, functions, and features pertaining to the V3 areas being tested
- Use of test scripts and testing tools for completing testing activities
- Best practices for testing the application and problem incident reporting
- Overview of the status and quality of data converted up to that point in time
- Overview of the deliverables repository
The outcome of these training sessions is to provide general and work process user training; develop testing tool proficiency; and provide an overview of general test practices. Vitech project staff will also maintain availability during the testing phase to answer any questions and provide additional one-on-one training as needed.

Vitech anticipates NYCPPF will assign staff for UAT with general NYCPPF business knowledge, an understanding of the project goals, and experience with the legacy work processes requiring testing in the new system. In many cases, the UAT team is comprised of NYCPPF Sprint Team members who have helped design the solution and are already familiar with the application’s general framework. Vitech is not providing NYCPPF with business process training for testers who are unfamiliar with the NYCPPF’s-based processes slated for UAT.

Vitech, with input from NYCPPF management and staff will create a training plan for UAT training. The training plan will be reviewed and approved by NYCPPF leadership.

Please note that in addition, informal training for NYCPPF testers will occur at set points within the sprint schedule to give each team of subject matter experts the skills they need to explore the new functionality as it is designed. This type of informal training is typically conducted in conjunction with the Verification and Validation phases.

Course contents and duration for the curriculum is estimated as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Estimated Hours</th>
</tr>
</thead>
</table>
| **User Acceptance Testing (UAT) Training** | UAT training is a prerequisite for all staff who are participating in the User Acceptance Testing (UAT) phase of the project. This includes both users and non-users of the V3 application. This session provides a high level overview of the main functions and modules of the V3 application, guidance and direction in how to test the system and problem incident reporting procedures. In this session you will learn how:  
  - The V3 solution is structured and data flows through the system  
  - The main screens/modules are structured and integrated  
  - Problems and issues are documented, reported and prioritized  
  This session also provides an overview of testing documentation to be provided, tester responsibilities, expected timelines and criteria for approving the system for production implementation. This session does not include hands on exercises. | 6               |
I-4.1.3 General User Training

Vitech affirms our comprehensive training plan will address requirements cited in the RFP for the V3 General User Training program.

First, Vitech will develop and finalize a training plan which defines the training curriculum, potential delivery method, supporting mediums (e.g., instructor-led training, web based or video learning), and timing for given groups. The plan will also identify high level objectives so training assessments can confirm the training effectiveness.

The process for designing the plan includes meeting with designated NYCPPF leadership to establish training objectives and criteria, as well as creating a plan for the scheduling of training facilities and sessions, and identifying and assessing training participants. This planning includes determining the best format for the training delivery, with the expected performance and the expected outcome of the training to be provided.

Courseware Development and Review Process

NYCPPF will designate a pool of reviewers for the training documentation. These individuals will act as SMEs for key NYCPPF business processes to confirm that the content is clear. These designated reviewers must be proficient with the functionality being implemented in V3 and “think as a system user” to confirm the materials are effective learning tools. An appropriate number of reviewers will review each individual training document.

User Guides

The user guides serve as a reference for all available functionality in V3. The guides include descriptions of basic V3 functionality and “how to” perform steps in the solution. The following lists a sample of the guides which may be included as part of the courseware development:

- Navigation – Use of the V3 application user interface, common functional elements that cross all modules, etc.
- World – Understanding entities and management of entity demographics and relationships
- Workflow – Understanding and using the workflow inbox, initiating and managing workflows, using the workflow manager and balancer
- Customer Service – managing images, documents, workflows, calls, etc. using the CRM module
- Agreements – Creating and managing agreements
- Contributions – Importing and managing payroll reports (i.e. PCEF Files) and receipts from employers
- Disbursements – Creating and managing payment schedules, issuing payments, creation of disbursement files, etc.
- Service Credit Purchase (SCP) – Creating and managing SCP evaluations and processing
- Benefits Processing – Creating and managing benefit estimates, applications and calculations
- Member Participant Account – Managing participant account activity
- Loans – Loan processing, including estimates, disbursements, and payment activities
- Member Self Service – Member demographic updates, request processing
- Workforce – managing member consultations, meetings, and seminar scheduling
• V3 Tools – Using the standard V3 tools, such as query, batch, imports, exports, etc.
• User Maintenance and Security – Managing user access to the applications, managing security access, and other system administrative functions

Materials Development
Vitech will develop the Facilitator Toolkit for the User Training Program, which includes softcopy versions of the training PowerPoints, guided practices, and related documentation to support the formal training sessions:

  Learner’s Guide: A PowerPoint presentation in Notes view with additional information to supplement instructor-led training.
  Hands on Guided Exercises: Activities reinforcing the concepts taught in classroom training with step-by-step exercises and navigational instructions for specific business processes.

Soft and printed copies of the final documentation package will be delivered to NYCPPF in Microsoft Word and PowerPoint format.

Knowledgebase
The V3 Knowledge Base (Kbase) is an online help tool which allows users to create, edit, organize, and view context sensitive “how to” articles with information that may be helpful in comprehending different processes within V3. These articles can be tailored by a client to their specific documentation needs. The Kbase offers users the ability to invoke a context-related search. Any V3 page that is configured with keywords will allow a user to view any KBase articles matching those keywords. A system administrator can leverage the Kbase editor to create or edit content. Vitech will leverage the Kbase to deliver online help to NYCPPF.

Classroom Setup
Vitech assumes that based on the soft copy training materials delivered, Vitech will also be responsible for printing any materials used in the classroom training sessions. Vitech will deliver the training on site at the NYCPPF training facility. Vitech assumes that NYCPPF will provide the required classroom training space for each session, generally a conference room with capacity for 20, outfitted with screen, projector and easel with pad and markers.

User Training Courses
Vitech has proposed a User Training curriculum that has been developed over years of experience working with similar clients implementing the V3 solution. The curriculum is based on the assumption that the courses will be delivered in staff user format.

Vitech assumes that NYCPPF staff is experienced with their legacy work processes that will be incorporated in the new system prior to training. NYCPPF will select subject matter experts to be in attendance at each training session to assist in answering NYCPPF process questions.

Course contents will be aligned with applicable functional rollouts and duration for the curriculum is estimated as follows:
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| **V3 Foundation** | V3 Foundations is a prerequisite for all other classes for both users and non-users. This session provides a high level overview of the V3 application. In this session you will learn how:  
  - Data flows through V3  
  - Interrelationships between modules  
  This session does not include hands on exercises. | 3                |
| **Navigation**     | V3 Navigation is a prerequisite for all other classes for users. In this session you will learn:  
  - Using the user interface (UI) navigation and features  
  - Search functionality  
  - Managing common features e.g. Bookmarks, Comments, Grid Controls  
  Includes hands-on exercises | 3                |
| **World**        | V3 World is a prerequisite for all other classes for users. In this session, you will learn:  
  - Understanding entity types and roles  
  - Creating entities  
  - Managing Entity relationships  
  - Managing entity demographics  
  - Working with Common World Elements (e.g., Documents, Images, CRM, Contacts, etc.)  
  Includes hands-on exercises | 6                |
| **Call Center**  | In this session you will learn to track contact between the fund office and customers. Learners will have an opportunity to log calls or email interaction, generate documents, and use workflow.  
  - Understand the GUI of the Call Center and what functionality is available in each section.  
  - Log interaction with customers using the call, email, or document features.  
  - Add a new Workflow, Close a workflow step  
  - View a received document and create an outbound document  
  Includes hands-on exercises | 4                |
| **Workflow**     | V3 Workflow is a prerequisite for all other classes for users. Learn the fundamentals of V3 Workflow including:  
  - Reviewing existing workflows  
  - Managing Workflow queues  
  - Managing your Inbox  
  - Creating new workflows  
  - Using the Business Process Manager  
  - Workflow delegation  
  Includes hands-on exercises | 4                |
| **Tier/Plan**    | In this session, you will learn:  
  - Adding and maintaining tiers/plans  
  - Creating and maintaining employer participation in agreements  
  - Creating and maintaining Rate Schedules  
  - Maintaining participant contract information for contributions eligibility  
  Includes hands-on exercises | 4                |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| **Contributions/ Work Reporting** | In this session, you will learn:  
- Importing payroll files (i.e. PCEF Files)  
- Entering and updating payroll file details  
- Reviewing and resolving work report errors and exceptions  
- Processing adjustments  
- Processing delinquencies and interest  
- Work Report release and reconciliation  
- Adding/applying cash receipts  
- Viewing and updating employer transactions  
Includes hands-on exercises | 8               |
| **Contributions Payments**    | In this session, you will learn:  
- Importing receipts into V3  
- Reviewing and processing receipts (mass payments)  
- Adding/applying cash receipts  
Includes hands-on exercises | 6               |
| **Member Accounts**           | In this session, you will learn:  
- Reviewing and maintaining member participant accounts  
- Verifying account balances  
- Creating miscellaneous transactions  
- Transferring balances  
Includes hands-on exercises | 6               |
| **Service Credit Purchase**   | In this session, you will learn:  
- Creating an SCP evaluation and cost estimate  
- Processing Service Credit Purchases/Buy Backs e.g., eligibility, workflows, functions  
- Service calculations  
- Applying payments  
Includes hands-on exercises | 12              |
| **Pension Processing**        | In this session, you will learn:  
- Creating benefit applications, including estimates, normal retirement, early retirement, disability retirement, DROP, QDRO retirement, return to work, & death processing  
- Using the Business Functions Matrix for benefits  
- Processing benefit calculations  
- Processing proof documentation  
Includes hands-on exercises | 36              |
| **Disbursements**             | In this session, you will learn:  
- Processing Benefits Disbursements  
- Scheduling payments  
- Creating One-time lump sum payments  
- Setting up EFTs & wire transfers  
- Payment security and approvals  
- Issuing Payments  
- Tracking Payments  
Includes hands-on exercises | 12              |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| Enterprise Tools                | These workshops provide demonstration and hands-on exercises for the following:  
  - Batch  
  - Datasheets  
  - Reports  
  - Document Builder  
  - Merge  
  - Imports & Exports  
  - Security  
  - Query  
  Includes hands-on exercises                                                                                           | 8               |
| Member Self Service (MSS)       | In this session, specialized NYCPPF users will learn the way in which members will use the MSS application. This would be particularly important for Help Desk personnel.  
  Includes hands-on exercises                                                                                               | 4               |
| Loan Processing                 | In this session, you will learn:  
  - Loan Types and Eligibility  
  - Loan Estimates  
  - Loan Calculation and Processing  
  - Loan Disbursements  
  - Loan Payment Processing  
  Includes hands-on exercises                                                                                               | 8               |
| Investment and Accounting       | In this session you will learn:  
  - Voucher Processing  
  - Payments  
  - Collections and Reconciliation  
  Includes hands-on exercises                                                                                               | 4               |
**I-4.1.4 Initial Work Process User Training**

Vitech is committed to providing the work process manuals and training as requested in Section C.9 of the RFP.

**Work Process Manual**

Vitech will work with NYCPPF throughout the project to develop and deliver the electronic Work Process Manual based on the system as built and delivered for NYCPPF. Vitech will identify the processes to be covered in the work process manual during preparation of the Training Plan. The proposed organization and content will be reviewed and confirmed with NYCPPF and if applicable NYCPPF’s 3rd party training partner. NYCPPF and the 3rd party training partner will review the work process manuals in parallel within 10 business days from delivery thereof, unless mutually agreed to a different timeframe. NYCPPF will approve the work process manuals by the end of the review period.

Vitech agrees to provide training only after a corresponding Work Process Manual is provided, with the possible exclusion of Development Methodology and standard overview training in V3 navigation and user interface, which are independent of specific work processes. Work process manuals are not required for non-application related training e.g., development methodology, system administration training, technical training, etc.

The Work Process Manual will be written in Microsoft Word format. The manual will comply with the specific requirements cited in the RFP. NYCPPF will be responsible for any maintenance of the manuals upon completion by Vitech.

**Online Help**

Vitech is pleased to provide the online help features NYCPPF plans for its V3 users as described in the RFP.

Vitech will generate an On-line Help facility from the User Guides, reflecting the V3 solution as delivered for NYCPPF. Vitech will generate an On-line Help facility using the Kbase tool. This feature functions similarly to the Help feature available in modern browser applications, enabling your users to retrieve information based on keywords. Content made available via V3’s Kbase tool is created from the User Guides, so that the materials are always in sync.

**Delivery of the Work Process Manual and Online Help**

The Work Process Manuals and On-Line Help facility will be delivered in a manner that fully achieves NYCPPF stated objectives and requirements. Vitech and NYCPPF will agree on a review schedule providing for NYCPPF review of the user documentation. As part of that plan, NYCPPF will designate reviewers for specific sections of the manuals. These individuals will act as SMEs for key NYCPPF business processes to confirm that the content is clear, and accurately captures NYCPPF business processes. These designated reviewers must be proficient with the functionality being implemented in V3 and “think as a system user“ to confirm the guides are effective resources for the V3 users.

At the start of UAT for each respective rollout, Vitech will provide a working draft of the Work Process Manual for use by test participants. The NYCPPF Project Manager will return feedback on the Manual, allowing sufficient time for Vitech to incorporate the associated updates and deliver the final documentation, at least one week prior to the go-live.
After the materials are finalized, soft and printed copies of the final approved documentation package will be delivered to NYCPPF in Microsoft Word format. At the conclusion of the project, NYCPPF is responsible for updates to the documents and On-Line Help and may modify them as needed.

Work Process Training will be aligned with applicable functional rollouts and duration for the curriculum is estimated as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Process Training</td>
<td>Instruction in the use of the Work Process manuals and online help.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>This session does not include hands on exercises.</td>
<td></td>
</tr>
</tbody>
</table>

I-4.1.5 ECM Training

Vitech commits to training NYCPPF staff on the workflow components of ECM, inclusive of all modules that are part of the imaging solution. This training has been noted above as part of the World user training and repeated here as reference only.

V3 World for all customer processing means that functions like CRM, Imaging, Workflow, demographics and more all work the same and in the same place for any type of record. There is no separate member module, dependent module, employer module, etc. There is also no separate pension module, credit purchase module, etc. It is all contained in the single, comprehensive, integrated V3 World.

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>World</td>
<td>V3 World is a prerequisite for all other classes for users.</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>In this session, you will learn:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Understanding entity types and roles</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Creating entities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Managing Entity relationships</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Managing entity demographics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Working with Common World Elements (e.g., Documents, Images, CRM, Contacts, etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes hands-on exercises</td>
<td></td>
</tr>
</tbody>
</table>
I-4.2 Technical Staff Training

Overview

Vitech commits to the technical training requirements in Section C.9.1 of the RFP. We have proposed a comprehensive Technical training program as part of the overall training program. Technical training will be offered throughout the project at appropriate stages, typically when project milestones require the technical users to perform system development, administration or maintenance activities.

The technical staff training program will cover the use and administration of your V3 software solution for Systems Administrators and designated IT staff members.

Prerequisite Skills

The long-term success of the technical training program will be dependent upon the skills of the technical staff, who are ultimately responsible for operating and maintaining the new solution.

Since V3 provides an infrastructure out-of-the-box, training isn’t required in all technologies V3 uses. The following broad areas would suffice. Moreover, not all support activities require technical skills. Since V3 is developed based on a powerful meta-model, several configurations can be performed right from within a V3 screen.

NYCPPF staff attending the technical training program must have the following prerequisite skills:

- Oracle SQL and PL/SQL skills
- Mid-level to advanced Java programming skills
- HTML and related technologies such as JavaScript, CSS, XML, etc.
- General software development and configuration skills

I-4.2.1 General Technical Training

Technical Training Tracks

Vitech has proposed that the technical training program is grouped into the following technical “tracks” in support of the distinct technical groups.

- General Technical Users
- Systems Operations Staff
- ECM and Pension System Administrators

General Technical User Track

Vitech will provide technical users with sufficient knowledge pertaining to the design and architecture of the V3 solution. This track is a prerequisite to all of the other technical training tracks. This track includes the following sample course content:
### General Technical Training

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hrs)</th>
</tr>
</thead>
</table>
| System Overview               | - Technical stack  
- Network footprint  
- Accessing V3  
- Data Model Concepts  
- Physical Data Model  
- Logical Data Model  
- Common Patterns  
- PL/SQL Developer  
- Reporting, Analytics & Dashboards  
- V3 Query  
- V3 Dashboards  
- ECM & Workflow  
- Document Types  
- Document Processing with Workflow  
- Parameters, User-Defined Fields & Setup  
- Overview of all System Parameters  
- Datasheets and Factor Tables  
- Key Set-up Tables  
- Business Rule Administration  
- Overview of Business Rules  
- Approach to Maintenance                                                                 | 8              |

### Operations Track

The Operations track is designed for NYCPPF technical staff, which may consist of business analysts and IT staff individuals. The Operations track is designed for NYCPPF operations staff who will be responsible for managing and maintaining the V3 solution within NYCPPF. This track includes the following sample course content:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hrs)</th>
</tr>
</thead>
</table>
| **System Overview**             | Knowledge transfer pertaining to the design of the solution. This includes:  
- Reviewing the V3 technology track  
- Understanding the system design and architecture  
- Reviewing the proposed hardware and software components and the purpose of each  
- Mapping the logical and physical design                                                                 | 4              |
| **Apache Web Server Administration** | Training on how to install and configure Apache HTTP Server 2.4. This includes:  
- Installing a single web server  
- Installing a web server cluster  
- Installing an SSL Certificate  
- Enabling caching and compression  
- Applying patches  
- Establishing and maintaining log files                                                                 | 4              |
| **WebLogic Administration**     | Training on how to install and configure WebLogic. This includes:  
- Installing and configuring an application server cluster  
- Monitoring performance                                                                                                                                   | 8              |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Oracle Database Administration</strong></td>
<td>Training on installing and configuring your V3 Oracle Database. This includes:</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Installing a single database</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installing and configuration an Oracle RAC database.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Configuring storage and storage considerations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Checking and correcting errors in the Alert Log</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Checking the tablespace size and adding more data files</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Checking the TEMP and UNDO tablespace and dropping and resizing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Basic Database tuning</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Checking the health of the cluster (RAC).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Generating AWR and ADDM reports and what to look for.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Addressing deadlocks and other errors reported in the oracle logs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Configuring RMAN backups for production and non-production databases</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Checking for the successful completion of database backups and addressing errors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verifying the backups by restoring to a TEMP database</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Applying security patches</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Configuring OEM, thresholds and alerts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Managing the OEM repository</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exporting databases</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enabling &amp; disabling archive log mode</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demonstrating how to work with Oracle Support.</td>
<td></td>
</tr>
<tr>
<td><strong>Backup and Recovery</strong></td>
<td>Training on how to install and configure the Symantec products. This includes:</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Installing and configuring Backup Exec</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installing and configuring Backup Exec agents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installing and configuring Endpoint Protection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Executing a backup</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Executing a restore</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reviewing logs and correcting errors</td>
<td></td>
</tr>
<tr>
<td><strong>Application Deployment</strong></td>
<td>Training on how to deploy and configure V3 environments. This includes:</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Installing and configuring Oracle Database</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installing and configuring Weblogic Application Server</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deploying a new release of V3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copying a V3 environment from one instance to another</td>
<td></td>
</tr>
</tbody>
</table>
I-4.2.2 Pension System Administration System Training

The System Administration training program is for a group of NYCPPF “super users” who will become most familiar with the use of the V3 solutions configuration capabilities and underlying features for future applicability at NYCPPF. This user group will also be equipped to provide the specialized support for the new Member Self Service portal.

System Administration course contents and duration for the curriculum are estimated to be as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Estimated Duration (hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Overview</td>
<td>Delivery of knowledge pertaining to the design of the solution. This is a prerequisite to all of the knowledge transfer sessions. This includes: Reviewing the V3 technology track Understanding the system design and architecture Reviewing the proposed hardware and software components and the purpose of each Mapping the logical and physical design</td>
<td>4</td>
</tr>
<tr>
<td>Batch Processing Administration</td>
<td>Vitech will provide NYCPPF with training on how to schedule and run batch processes in V3. This includes: Understanding features of V3 Batch Scheduler Identifying batch windows and creating Job Flows Notifications and batch process monitoring Batch issue resolution</td>
<td>4</td>
</tr>
<tr>
<td>Security Administration</td>
<td>Vitech will provide NYCPPF with training on how to implement and administer security in the V3 application. This includes: Understanding V3 role-based security model Understanding V3 permission codes Managing Authentication for users Managing Authorization for users Overview of audit and activity logs Troubleshooting</td>
<td>4</td>
</tr>
<tr>
<td>Interface Administration</td>
<td>Vitech will provide NYCPPF with training on how to manage and execute interfaces via the V3 application. This includes: Understanding V3 Import/Export model Running Imports/Exports ad-hoc Running Imports/Exports via V3 Batch Scheduler Understand V3 web-services Troubleshooting</td>
<td>4</td>
</tr>
</tbody>
</table>
I-4.2.3 ECM Administrative and Technical Training

Training for NYCPPF staff of the new imaging solution will include configuration of the document types and attributes, the folder structure for storing images, the document indexes, the mapping to V3 business transactions, determine barcode use, ECM related workflow processing, the induction process, and the image retrieval and viewing process.

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imaging Administration</td>
<td>In this training session, learners will focus on how to maintain scan locations and image types. They will also learn how to use the image viewer to view, annotate and edit images. Includes hands-on exercises</td>
<td>8</td>
</tr>
</tbody>
</table>
Appendix

Appendix I-4.1 High Level Training Plan
A High Level Training Plan is attached.

Appendix I-4.2 Sample V3 User Guide
A sample V3 User Guide is attached.

Appendix I-4.3 Sample V3 Guided Practice
A sample V3 User Guided Practice is attached.

Appendix I-4.4 Sample V3 Knowledge Base
A sample V3 Knowledge Base screen shot is provide below.
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### Deliverable Transmittal

<table>
<thead>
<tr>
<th>Deliverable Title</th>
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</thead>
<tbody>
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</tr>
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<table>
<thead>
<tr>
<th>Revision Number</th>
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<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Issue (Distribution) Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Review Acceptance / Rejection Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Return Addressee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>--</td>
</tr>
</tbody>
</table>

1. Summary of changes since the last version:

N/A

2. Listing of missing sections:

N/A

3. **Listing** of other requested actions *related* to this document:

N/A

Delivered By:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Please acknowledge receipt of the above referenced document by signing and returning a copy of this form at your earliest convenience.

Upon **completion** of your review and approval, please sign and return the enclosed Deliverable Acceptance Sign Off form to Vitech Project Manager by the review Acceptance / Rejection date indicated above.

<table>
<thead>
<tr>
<th>Accepted By:</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
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## Document Change Log

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Change Description</th>
<th>Expected Duration</th>
<th>Author/QA</th>
</tr>
</thead>
<tbody>
<tr>
<td>VC0.1</td>
<td>[submitted date]</td>
<td>Initial Document Submittal by Vitech</td>
<td>---</td>
<td>Author /BA</td>
</tr>
<tr>
<td>VC0.1</td>
<td></td>
<td>NYCPPF provides feedback</td>
<td>NYCPPF 5 days</td>
<td>NYCPPF/[reviewer]</td>
</tr>
<tr>
<td>VC0.2</td>
<td></td>
<td>Vitech revised according to NYCPPF feedback on V 0.1</td>
<td>Vitech 5 days</td>
<td>Author/QA</td>
</tr>
<tr>
<td>VC0.2</td>
<td></td>
<td>NYCPPF provides feedback</td>
<td>NYCPPF 5 days</td>
<td>NYCPPF/[reviewer]</td>
</tr>
<tr>
<td>VC0.3</td>
<td></td>
<td>Vitech revised according to NYCPPF feedback on V0.2</td>
<td>Vitech 3 days</td>
<td>Author/BA</td>
</tr>
<tr>
<td>VC0.3</td>
<td></td>
<td>NYCPPF review as FINAL</td>
<td>NYCPPF 3 days</td>
<td>NYCPPF/[reviewer]</td>
</tr>
<tr>
<td>VC0.4</td>
<td></td>
<td>Vitech prepare FINAL version 1.0</td>
<td>Vitech 3 days</td>
<td>Author/QA</td>
</tr>
<tr>
<td>V1.0</td>
<td></td>
<td>Vitech/ NYCPPF sign off</td>
<td>NYCPPF 2 days</td>
<td>NYCPPF/[reviewer]</td>
</tr>
</tbody>
</table>

VA0.# = WIP  
VB0.# = BA Review  
VC0.# = NYCPPF Review  
V1.0 = NYCPPF approved and final
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Overview

Training for the NYCPPF staff must address the needs of a broad array of user groups ranging from system administrators to business end-users. Vitech uses process-based training targeting the information and skills NYCPPF staff require to perform their day to day job responsibilities.

Vitech achieves these learning objectives by providing instructor-led end user training sessions, which includes hands on activities for the learner. The hands on exercises reinforce the concepts and processes taught.

To support the users after training, an online user guide provides reference information and step-by-step instructions to perform basic V3 tasks.

The purpose of the Training Plan is to define, in detail, the requirements, tasks, roles, responsibilities, deliverables, and timelines necessary for educating NYCPPF staff on the functionality implemented in V3 and the delivery of the online user guide.

Training Development Life-Cycle

The project’s training life cycle follows this sequence:

- Develop and Finalize the ETP – Vitech, with input from NYCPPF management and staff, creates the ETP for implementation during the project. The plan will include the requirements, tasks, roles, responsibilities, deliverables, and timelines necessary for educating NYCPPF staff on the functionality implemented in V3.

- Identifying Training Requirements – Vitech and NYCPPF must work together to identify and define specific business processes in V3 that will form the basis of the courseware.

- Develop Training Documentation Package – Vitech will develop the training documentation package. This process is comprised of content development, quality and functional reviews, revisions, and finalization of the materials in cooperation with NYCPPF.

- Set up Training Environment – NYCPPF is responsible for setting up a training classroom environment at an NYCPPF facility. The facility should accommodate up to 12 NYCPPF learners and two Vitech instructors. NYCPPF will equip the training facility with the necessary PCs for each participant, projector, whiteboard, flipchart, and other training equipment. NYCPPF is responsible for coordinating the training sessions and all logistics for the learners (e.g., inviting people, tracking attendance, and following up).

- Conduct Training for NYCPPF Staff – Vitech will publish a Facilitator Toolkit for use during the delivery of end user training. The Vitech instructors will walk-through the screens, functions, and features in V3 using the facilitator’s toolkit. During these sessions, learners will practice using the hands-on guided practices included in the toolkit.
Measure Training Effectiveness – Training Evaluation Forms and hands on practice are used in each session to evaluate the effectiveness of the training.

**Documentation Development life-cycle**

The project’s document life cycle follows this sequence:

- **Develop and Finalize the ETP** – Vitech, with input from NYCPPF management and staff, creates the ETP for implementation during the project. The plan will include the requirements, tasks, roles, responsibilities, deliverables, and timelines necessary for educating NYCPPF Trainers on the functionality implemented in V3.

- **Identifying Documentation Requirements** – Vitech and NYCPPF must work together to identify and define specific business processes in V3 that will form the basis of the online user guide.

- **Develop Documentation Package** – Vitech will develop the documentation package. This process is comprised of content development, quality and functional reviews, revisions, and finalization of the materials in cooperation with NYCPPF.

- **Create Online Help** – Vitech will publish the approved user guide to the V3 application online help. The guide will be delivered in an electronic format.
Training Deliverables

Facilitator Toolkit

The facilitator toolkit focuses on the specific business processes implemented within V3 for NYCPPF. Each toolkit includes:

- Printed version of the presentation with facilitator notes explaining the functionality.
- Printed version of the guided practices that provide hands-on exercises reinforcing the concepts taught during the classroom training sessions. These guided practices include self-directed step-by-step exercises, with instructions and screen shots, for specific business processes.

A facilitator toolkit is created to support each instructor-led class. Soft copies of the final, approved facilitator toolkit are delivered to NYCPPF after the completion of the scheduled training sessions. At that point, NYCPPF owns the documents and may modify them, as needed.

Training Requirements

The training is tailored towards NYCPPF staff groups and the specific business areas in V3 to which they have access (e.g., members of the Member Services group require training in how to complete benefit applications in V3). Training is required for the following NYCPPF staff groups:

- Project Staff
- Technical Staff
- UAT testers
- End Users

It is understood that not every staff person in each NYCPPF unit noted above needs to be trained on all aspects of the solution. NYCPPF will identify which staff members require training for each area.

Staff Roles and Responsibilities

The NYCPPF staff group is comprised of a variety of different users. The users are responsible for a variety of skills. This section outlines the samples of the roles and skill inventory the NYCPPF staff users attain after attending V3 staff training.
The listing of roles and functions under each role is not comprehensive. The lists provide a sample of the processes defined for the identified unit.

**Technical System Administrators**

Technical System Administrators are responsible for executing the following functions in V3:

- Backup and Recovery
- Operating System patch
- Troubleshooting and fault isolation
- Network troubleshooting and maintenance

**ECM Users**

The ECM Users are responsible for executing the following functions in V3:

- Preparing and scanning documents
- Using the electronic file cabinet
- Using image viewer tools

**Business Analysts / Project Staff**

The Business Analysts are responsible for executing the following functions in V3:

- Understanding the system development methodology
- Understanding how modules connect
- Using the system to help test and design

**General Users**

The General Users are responsible for executing the following functions in V3:

- Using V3 to accomplish work processes
- Using V3 workflow to route work between users
Staff Training Session Design

The Vitech instruction provides the learners with the knowledge and practical hands-on use of the application. The training format uses lecture and discussion, demonstration of the application, and hands-on exercises, giving learners the product knowledge and practical experience required to execute the business processes in the production environment.

Using the estimated time and the number of NYCPPF staff learners attending each session, the total number of sessions and training days can be determined. These sessions and days will be documented in a training session calendar. All courses will be mutually agreed upon by Vitech and NYCPPF, including any potential make-up sessions that may be necessary.

Development Training Methodology Courses

The following table provides a view of an initial projection for the curriculum of the Training in Development Methodology.

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (Hours)</th>
</tr>
</thead>
</table>
| Agile Methodology | This training is a prerequisite for all NYCPPF personnel who are participating in the requirements confirmation, design, configuration, testing, training and deployment phases of the project including users and non-users. This session provides a high level overview of the project definition, solution design, testing, training and deployment of the V3 application. In this session you will learn how:  
  - Agile methodology is applied to the project  
  - Processes, work sessions and approvals required and the purpose of each  
  - Project deliverables and milestones are related to the project methodology  
  - Expected timelines  
  This session also provides:  
  - Overview of each project phase  
  - Objectives of each phase  
  - Why the phase is necessary  
  - Key activities and milestones for each phase  
  - Roles and Responsibilities  
  This session does not include hands on exercises. | 2 |
| V3 Foundation   | V3 Foundations is a prerequisite for all other classes for both users and non-users. This session provides a high level overview of the V3 application. In this session you will learn how:  
  - Data flows through V3  
  - Interrelationships between modules  
  This session does not include hands on exercises. | 2 |
User Acceptance Test (UAT) Training Courses

In preparation for the start of User Acceptance Testing, Vitech will deliver foundational training to those NYCPPF subject matter experts designated to participate in UAT.

Course contents and duration for the curriculum is estimated as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| User Acceptance Testing (UAT) Training          | This session provides a high level overview of the main functions and modules of the V3 application, guidance and direction in how to test the system and problem incident reporting procedures. In this session, you will learn how:  
  - The V3 solution is structured and data flows through the system  
  - The main screens/modules are structured and integrated  
  - Problems and issues are documented, reported and prioritized  
  This session also provides an overview of testing documentation to be provided, tester responsibilities, expected timelines and criteria for approving the system for production implementation.  
  This session does not include hands on exercises. | 6               |
| General User Training                            |                                                                                                                                                                                                             |                 |

General User Training

Course contents for the General User Training will be aligned with applicable functional rollouts and duration for the curriculum is estimated as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| V3 Foundation | This session provides a high level overview of the V3 application. In this session you will learn how:  
  - Data flows through V3  
  - Interrelationships between modules  
  This session does not include hands on exercises. | 3               |
| Navigation | In this session you will learn:  
  - Using the user interface (UI) navigation and features  
  - Search functionality  
  - Managing common features e.g. Bookmarks, Comments, Grid Controls  
  Includes hands-on exercises | 3               |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| World                   | In this session, you will learn:  
- Understanding entity types and roles  
- Creating entities  
- Managing Entity relationships  
- Managing entity demographics  
- Working with Common World Elements (e.g., Documents, Images, CRM, Contacts, etc.)  
Includes hands-on exercises                                                                                                        | 6                |
| Call Center             | In this session you will learn to track contact between the fund office and customers. Learners will have an opportunity to log calls or email interaction, generate documents, and use workflow.  
- Understand the GUI of the Call Center and what functionality is available in each section.  
- Log interaction with customers using the call, email, or document features.  
- Add a new Workflow, Close a workflow step  
- View a received document and create an outbound document  
Includes hands-on exercises                                                                                                        | 4                |
| Workflow                | In this session, you will learn the fundamentals of V3 Workflow including:  
- Reviewing existing workflows  
- Managing Workflow queues  
- Managing your Inbox  
- Creating new workflows  
- Using the Business Process Manager  
- Workflow delegation  
Includes hands-on exercises                                                                                                        | 4                |
| Agreements/Contracts    | In this session, you will learn:  
- Adding and maintaining agreements/contracts  
- Creating and maintaining employer participation in agreements  
- Creating and maintaining Rate Schedules  
- Maintaining participant contract information for contributions eligibility  
Includes hands-on exercises                                                                                                        | 4                |
| Contributions/Work      | In this session, you will learn:  
- Importing payroll files  
- Entering and updating payroll file details  
- Reviewing and resolving work report errors and exceptions  
- Processing adjustments  
- Processing delinquencies and interest  
- Work Report release and reconciliation  
- Adding/applying cash receipts  
- Viewing and updating employer transactions  
Includes hands-on exercises                                                                                                        | 8                |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| **Contributions Payments**    | In this session, you will learn:  
- Importing receipts into V3  
- Reviewing and processing receipts (mass payments)  
- Adding/applying cash receipts  
Includes hands-on exercises | 6               |
| **Member Accounts**           | In this session, you will learn:  
- Reviewing and maintaining member participant accounts  
- Verifying account balances  
- Creating miscellaneous transactions  
- Transferring balances  
Includes hands-on exercises | 6               |
| **Service Credit Purchase**   | In this session, you will learn:  
- Creating an SCP evaluation and cost estimate  
- Processing Service Credit Purchases/Buy Backs e.g., eligibility, workflows, functions  
- Service calculations  
- Applying payments  
Includes hands-on exercises | 12              |
| **Pension Processing**        | In this session, you will learn:  
- Creating benefit applications, including estimates, normal retirement, early retirement, disability retirement, DROP, QDRO retirement, return to work, & death processing  
- Using the Business Functions Matrix for benefits  
- Processing benefit calculations  
- Processing proof documentation  
Includes hands-on exercises | 36              |
| **Disbursements**             | In this session, you will learn:  
- Processing Benefits Disbursements  
- Scheduling payments  
- Creating One-time lump sum payments  
- Setting up EFTs & wire transfers  
- Payment security and approvals  
- Issuing Payments  
- Tracking Payments  
Includes hands-on exercises | 12              |
| **Enterprise Tools**          | These workshops provide demonstration and hands-on exercises for the following:  
- Batch  
- Datasheets  
- Reports  
- Document Builder  
- Merge  
- Imports & Exports  
- Security  
- Query  
Includes hands-on exercises | 8               |
<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Self Service (MSS)</td>
<td>In this session, specialized NYCPPF users will learn the way in which members will use the MSS application. This would be particularly important for Help Desk personnel. Includes hands-on exercises</td>
<td>4</td>
</tr>
</tbody>
</table>
| Loan Processing               | In this session, you will learn:  
  • Loan Types and Eligibility  
  • Loan Estimates  
  • Loan Calculation and Processing  
  • Loan Disbursements  
  • Loan Payment Processing  

Includes hands-on exercises                                                                                     | 8                |
| Investment and Accounting     | In this session, you will learn:  
  • Voucher Processing  
  • Payments  
  • Collections and Reconciliation  

Includes hands-on exercises                                                                                   | 4                |

**Work Process Training Course**

Work Process Training will be aligned with applicable functional rollouts and duration for the curriculum is estimated as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Process Training</td>
<td>This session provides instruction in the use of the Work Process manuals and online help. This session does not include hands on exercises.</td>
<td>4</td>
</tr>
</tbody>
</table>
ECM Training Course

The ECM Training courses include the following:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>World</td>
<td>V3 World is a prerequisite for all other classes for users</td>
<td>6</td>
</tr>
</tbody>
</table>

In this session, you will learn:
- Understanding entity types and roles
- Creating entities
- Managing Entity relationships
- Managing entity demographics
- Working with Common World Elements (e.g., Documents, Images, CRM, Contacts, etc.)

Includes hands-on exercises

Technical Staff Training Courses

The Technical Staff Training program is grouped into the following technical “tracks” in support of the distinct technical groups.

- General Technical Staff
- Systems Operations Staff
- Pension System Administrators
- ECM Administrators

General Technical Staff Courses

Vitech will provide technical users with sufficient knowledge pertaining to the design and architecture of the V3 solution. This track is a prerequisite to all of the other technical training tracks. This track includes the following sample course content:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hrs)</th>
</tr>
</thead>
</table>
| General Technical Training  | System Overview
  - Technical stack
  - Network footprint
  - Accessing V3
  Data Model Concepts
  - Physical Data Model
  - Logical Data Model
  - Common Patterns
  - PL/SQL Developer          | 8                                           |
### System Operations Staff Courses

The Operations track includes the following sample course content:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System Overview</strong></td>
<td>Knowledge transfer pertaining to the design of the solution. This includes:</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>▪ Reviewing the V3 technology track</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Understanding the system design and architecture</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Reviewing the proposed hardware and software components and the purpose of each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Mapping the logical and physical design</td>
<td></td>
</tr>
<tr>
<td><strong>Apache Web Server Administration</strong></td>
<td>Training on how to install and configure Apache HTTP Server 2.4. This includes:</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>▪ Installing a single web server</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Installing a web server cluster</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Installing an SSL Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Enabling caching and compression</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Applying patches</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Establishing and maintaining log files</td>
<td></td>
</tr>
<tr>
<td><strong>WebLogic Administration</strong></td>
<td>Training on how to install and configure WebLogic. This includes:</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>▪ Installing and configuring an application server cluster</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Monitoring performance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Monitoring components</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Monitoring Transaction Response</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Managing Database Connections</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Using the Oracle Weblogic Admin Console</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Starting and Stopping Components</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Deploying/Undeploying the V3 application.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Performing basic troubleshooting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Establishing and maintaining log files</td>
<td></td>
</tr>
<tr>
<td><strong>Oracle Database Administration</strong></td>
<td>Training on installing and configuring your V3 Oracle Database. This includes:</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>▪ Installing a single database</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Installing and configuration an Oracle RAC database.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Configuring storage and storage considerations</td>
<td></td>
</tr>
<tr>
<td>Course</td>
<td>Description</td>
<td>Duration (hrs)</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
</tbody>
</table>
|                                | ▪ Checking and correcting errors in the Alert Log  
▪ Checking the tablespace size and adding more data files  
▪ Checking the TEMP and UNDO tablespace and dropping and resizing  
▪ Basic Database tuning  
▪ Checking the health of the cluster (RAC).  
▪ Generating AWR and ADDM reports and what to look for.  
▪ Addressing deadlocks and other errors reported in the oracle logs.  
▪ Configuring RMAN backups for production and non-production databases  
▪ Checking for the successful completion of database backups and addressing errors  
▪ Verifying the backups by restoring to a TEMP database  
▪ Applying security patches  
▪ Configuring OEM, thresholds and alerts  
▪ Managing the OEM repository  
▪ Exporting databases  
▪ Enabling & disabling archive log mode  
▪ Demonstrating how to work with Oracle Support.                                                                                       |                |
| Backup and Recovery            | Training on how to install and configure the Symantec products. This includes:  
▪ Installing and configuring Backup Exec  
▪ Installing and configuring Backup Exec agents  
▪ Installing and configuring Endpoint Protection  
▪ Executing a backup  
▪ Executing a restore  
▪ Reviewing logs and correcting errors                                                                                                    | 4              |
| Application Deployment         | Training on how to deploy and configure V3 environments. This includes:  
▪ Installing and configuring Oracle Database  
▪ Installing and configuring Weblogic Application Server  
▪ Deploying a new release of V3  
▪ Copying a V3 environment from one instance to another                                                                                   | 4              |
## Pension System Administrators Courses

System Administration course contents and duration for the curriculum are estimated to be as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Estimated Duration (hrs)</th>
</tr>
</thead>
</table>
| **System Overview**           | This session provides training pertaining to the design of the solution. This includes:  
   This is a prerequisite to all of the knowledge transfer sessions | 4                        |
|                               | Reviewing the V3 technology track                                           |                          |
|                               | Understanding the system design and architecture                            |                          |
|                               | Reviewing the proposed hardware and software components and the purpose of each |                          |
|                               | Mapping the logical and physical design                                       |                          |
| **Batch Processing Administration** | This session provides training on how to schedule and run batch processes in V3. This includes: | 4                        |
|                               | Understanding features of V3 Batch Scheduler                                 |                          |
|                               | Identifying batch windows and creating Job Flows                             |                          |
|                               | Notifications and batch process monitoring                                   |                          |
|                               | Batch issue resolution                                                       |                          |
| **Security Administration**   | This session provides training on how to implement and administer security in the V3 application. This includes: | 4                        |
|                               | Understanding V3 role-based security model                                   |                          |
|                               | Understanding V3 permission codes                                            |                          |
|                               | Managing Authentication for users                                            |                          |
|                               | Managing Authorization for users                                              |                          |
|                               | Overview of audit and activity logs                                          |                          |
|                               | Troubleshooting                                                              |                          |
| **Interface Administration**  | This session provides training on how to manage and execute interfaces via the V3 application. This includes: | 4                        |
|                               | Understanding V3 Import/Export model                                         |                          |
|                               | Running Imports/Exports ad-hoc                                                |                          |
|                               | Running Imports/Exports via V3 Batch Scheduler                                |                          |
|                               | Understand V3 web-services                                                   |                          |
|                               | Troubleshooting                                                              |                          |

## ECM Administrators Course

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Duration (hours)</th>
</tr>
</thead>
</table>
| Image Administration | In this session, you will learn:  
   Administration of the imaging software  
   Document Type setup, folder organization, and security  
   Scanning images using the imagine software  
   Importing images into the V3 application  
   Searching for and investigating images  
   Archiving/Deleting images  
   Viewing and annotating images  
   Includes Hands-on exercises | 4                |
V3 Training Application Setup

Vitech creates and maintains the system training environment utilized for the training sessions. The training environment serves as the training version of the V3 production system that the NYCPPF learners will use to perform their guided practice exercises during the training sessions.

Training Evaluation

A training evaluation is a valuable tool for determining the effectiveness of each training session. At the end of each session, the Vitech trainers will ask each of the learners to complete an evaluation form. The feedback received in these evaluations help to improve the course delivery.

A sample training evaluation form is provided below.
## Training Evaluation

**INSTRUCTOR'S NAME:**

**Assistant's Name:**

**Date of Training:**

**Course Name:**

### Content
- Course Objectives
- Length of Training
- Thoroughness
- Quality of Handouts
- Hands-On Exercises

### Delivery
- Learning Environment Created by Instructor
- Instructor’s Responsiveness to Questions
- Pace of Instruction
- Instructor’s Preparedness
- Instructor’s Knowledge of Subject Matter

### System
- System Speed and Performance
- System Integrity (Issues, Exception Errors)
- Data Setup (Did Guided Practice Work?)
- System Overall

### Overall training experience
**Documentation Deliverables**

The V3 implementation requires the design, development, and review of user reference materials (user guides) covering the system functionality delivered. Soft copies of the final approved documentation package will be delivered to NYCPPF after the completion of the project. At that point, NYCPPF owns the documents and may modify them as needed.

The user guides serve as a reference for all available functionality in V3. The guides include field-level explanations, screen shots, and descriptions of basic V3 functionality. These guides will be available online in the V3 application. The following, lists a sample of the topics included.

**Staff User Guide Sample Content**

- Navigation – Use of the V3 application user interface, common functional elements that cross all modules, etc.
- World – Understanding entities and management of entity demographics and relationships
- Workflow – Understanding and using the workflow inbox, initiating and managing workflows, using the workflow manager and balancer
- Customer Service – managing images, documents, workflows, calls, etc. using the CRM module
- Agreements – Creating and managing agreements
- Contributions – Importing and managing payroll reports and receipts from employers
- Disbursements – Creating and managing payment schedules, issuing payments, etc.
- Service Credit Purchase (SCP) – Creating and managing SCP evaluations and processing
- Benefits Processing – Creating and managing benefit applications and calculations
- Member Participant Account – Managing participant account activity
- Loans – Loan processing, including estimates, disbursements, and payment activities
- Member Self Service – Member demographic updates, request processing
- Workforce – managing member consultations, meetings, and seminar scheduling
- V3 Tools – Using the standard V3 tools, such as query, batch, imports, exports, etc.
- User Maintenance and Security – Managing user access to the applications, managing security access, and other system administrative functions
Material Development and Review Process

The review process is a critical aspect of the Vitech materials development. To facilitate a timely and effective review process, Vitech divides the facilitator’s toolkit, and user guides into functional elements/chapters. The chapters are based on the NYCPPF business processes implemented during the project. The guides and toolkits are submitted to NYCPPF for review when a functional element/chapter is developed. The review process Vitech employs is detailed below:

Vitech Material Development and Review Process

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vitech submits sections and materials as they are complete to the primary NYCPPF reviewer(s)</td>
<td>--</td>
</tr>
<tr>
<td>2</td>
<td>Designated NYCPPF reviewers conduct a detailed content review of the draft. NYCPPF presents Vitech with a single electronic word document detailing any and all changes needed in the document using the comments feature and reviewer initials. The use of a single review change document confirms that all edits requested by the NYCPPF reviewers are reviewed and approved by the NYCPPF training lead. The changes proposed in the comments may be a proposed modification to specific text or notes providing direction for Vitech to use in making the changes (e.g., “clarification needed”, additional explanation required). These comments can also include questions raised by the documentation for the Vitech SME’s. Track changes should not be used for these documents; all major content changes should be tracked through the use of comments. NYCPPF training lead returns the reviewed draft to Vitech for update (Review Cycle 1 complete).</td>
<td>Up to a maximum of 5 days</td>
</tr>
<tr>
<td>3</td>
<td>Vitech prepares the next draft, based on the single listing of instructions and directions provided by the NYCPPF reviewers. This revision more thoroughly reviews for spelling and grammar issues. Vitech submits the updated draft to the primary NYCPPF reviewer(s). Vitech will initial and respond to each comment from NYCPPF reviewers in the new revision.</td>
<td>Up to a maximum of 5 days</td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Time Frame</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>4</td>
<td>NYCPPF reviewers perform a second review to confirm that Vitech made the appropriate revisions and then initials and OK’s the comments or leaves the comment thread open. All changes required by NYCPPF reviewers during this second review are submitted in a single review change document as in the first review. NYCPPF returns the updated draft to Vitech (Review Cycle 2 complete).</td>
<td>Up to a maximum of 3 days</td>
</tr>
<tr>
<td>5</td>
<td>When all comments related to the document are closed out, Vitech makes any changes from the second review, finalizes the document (thorough review of spelling/grammar), and then submits this final version of the document to NYCPPF for approval.</td>
<td>Up to a maximum of 1 day</td>
</tr>
</tbody>
</table>

NYCPPF will designate a pool of reviewers for the training documentation package: these individuals will act as SMEs for key NYCPPF business processes confirm that the content is clear. These designated reviewers must be proficient with the functionality being implemented in V3 and “think as a system user” to confirm the guides are effective learning tools. An appropriate number of reviewers will review each individual training document.
# Training Timeline & Resources

This section will present the timeline and milestones for NYCPPF education and training-related tasks, after training strategy planning has been finalized. This section also identifies the Key Resources that will play key roles in the training and documentation development and delivery.

## Key Resources

Key NYCPPF and Vitech resources responsible for executing the ETP are outlined in the following section.

### NYCPPF Key Roles

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Role</th>
<th>Named Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYCPPF ETP Lead</td>
<td>The NYCPPF ETP Lead is responsible for executing the ETP with NYCPPF and Vitech.</td>
<td></td>
</tr>
<tr>
<td>NYCPPF SMEs</td>
<td>The NYCPPF SMEs must possess solid facilitation and communication skills, be able to deliver or assist the Vitech Instructors during the delivery of training.</td>
<td></td>
</tr>
<tr>
<td>NYCPPF Training IT Resources Lead</td>
<td>The NYCPPF Training IT Resources Lead plans and manages training logistics, including procuring and scheduling training rooms in the NYCPPF offices. This lead also confirms that the training sites are equipped with the necessary equipment and technology, tests the locale and equipment to confirm everything is working as needed, and serves as the training space coordinator and technical assistant.</td>
<td></td>
</tr>
</tbody>
</table>
This pool of resources acts as SMEs for key NYCPPF business processes. The reviewers must be familiar with the new functionality being implemented in V3. In addition, they must be able to “think as a system user” to confirm the training materials are effective as learning tools.

**Vitech Key Training Roles**

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Role</th>
<th>Named Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vitech Training Lead</td>
<td>Responsible for coordinating and monitoring the ETP with NYCPPF and Vitech stakeholders. Oversees the development and delivery of the V3 training materials and documentation.</td>
<td></td>
</tr>
<tr>
<td>Vitech SMEs</td>
<td>SMEs must possess solid V3 knowledge and communication skills, be able to assist the Vitech Instructors during the development of materials and delivery of training.</td>
<td></td>
</tr>
<tr>
<td>Vitech Trainers</td>
<td>Provides the Instructor-led course curriculum to NYCPPF staff users.</td>
<td></td>
</tr>
<tr>
<td>Vitech Training Writers</td>
<td>Develops the training materials and user guides.</td>
<td></td>
</tr>
</tbody>
</table>

Vitech agrees with NYCPPF that this effort is collaborative and agrees to work together to create a training program that will match the training to the specific needs of NYCPPF users. However, Vitech recognizes that we have the ultimate responsibility for the training and are responsible for confirming the quality and timely completion of training.
Timeline for Deliverables

[A copy of the project plan’s training section is included in the final ETP here]
**This section contains confidential information**
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I-5 PROJECT STAFFING

I-5.1 Project Staffing Plan

Project Organization

Vitech is proposing a senior leadership team with deep industry experience, V3 experience, and experience in the public pension administration processes. A project organization chart is provided below.

![Project Organization Chart]

Vitech Proposed Lead Team Org Chart

This team is led at the top by [Name], the Account Executive for the project, has over 20 years of account management and project management experience. As a [Title], [Name] is part of Vitech's executive team and is responsible for bringing the right resources to the COPS 2.0 project. [Name] provides account management for multiple V3 projects, and works very closely with the Vitech and client management teams to keep the project "on track" and aligned with schedule, quality, and budget objectives. [Name] has led numerous successful enterprise system implementation projects for state and local government organizations, and has led successful implementations of V3 for several clients including [Client Names].
is a at Vitech with over 20 years of project management experience and deep experience managing large complex enterprise software implementations. He will be the Project Manager for the project. He has experience in the Agile development and implementation methodology proposed for the COPS 2.0 project, and has recently applied this to the implementation of V3. is passionate about the success of his projects and will bring that passion to work on the COPS 2.0 project. will be dedicated full time to the COPS 2.0 project and will be on-site at least 80% of the time. He will be the primary on-site point of coordination for planning, scheduling, and issue resolution, and will work with the joint project team to deliver quality work products.

is an at Vitech with over 16 years’ experience leading V3 implementations for public pension funds similar to NYCPPF, and over 20 years of industry experience. has played multiple leadership roles during her tenure with Vitech that include . Based upon her work with’s V3 System implementation, has developed a deep understanding for the contribution process for NYC retirement funds, and the integration of the systems. As Deputy Project Manager / Rollout Lead, will support both project management and solutions delivery activities leveraging her deep pension knowledge, strong project management skills, and vast experience implementing V3 System for public pension retirement systems.

is an with over 15 years' experience implementing benefit administration systems, and will be the Solution Lead / Rollout Lead for the project. For over 10 years, has been leading V3 implementations including the V3 implementation for the . As the Solution Lead for , had responsibility for leading the functional activities on the project to create a Solution that met the client requirements. The V3 implementation has been very successful in meeting the project objectives, and looks forward to bringing this success to NYCPPF’s V3 System implementation. is in the process of completing an implementation of V3 for the that will support their retirement and disability benefits processing. was also project manager on the original V3 implementation of COPS, and in 2015 he worked with NYCPPF to perform a V3 Upgrade Analysis. looks forward to the opportunity to leverage this knowledge of NYCPPF’s operations and requirements and to hit the ground running on the upgrade to COPS 2.0.

Our proposed leadership team has deep public employees’ retirement experience, significant experience working together on past projects, and are almost all locally based. Our proposed team is illustrated below:

### Vitech Leadership Team Experience

<table>
<thead>
<tr>
<th>Role</th>
<th>Staff Name</th>
<th>Loc</th>
<th>Key</th>
<th>Part or Full Time</th>
<th>Years with Vitech</th>
<th>Industry Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Executive</td>
<td></td>
<td>NY</td>
<td>P/T</td>
<td></td>
<td>4 years</td>
<td>25+ years</td>
</tr>
</tbody>
</table>
The table below provides additional details about the proposed team including role, responsibilities, and experience summary.

### Vitech Leadership Responsibilities and Experience

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Proposed Role</th>
<th>Responsibilities</th>
<th>Summarized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Account Executive</td>
<td>Overall responsibility within Vitech for delivery and project success. The Account Executive will be responsible for resolving any contractual issues that arise and for confirming that Vitech has the staffing, planning, and execution to deliver success to NYCPPF. The Account Executive will work closely with Vitech’s team during project launch to create a strong project foundation, and throughout the project he will continue to work with NYCPPF’s leadership to maintain alignment.</td>
<td>[Indicates experience summary]</td>
</tr>
</tbody>
</table>

[Indicates additional experience summary]
<table>
<thead>
<tr>
<th>Team Member</th>
<th>Proposed Role</th>
<th>Responsibilities</th>
<th>Summarized Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manager</td>
<td>Day-to-day responsibility for the project including scheduling, task assignments and management of the project team, coordination with the client, and coordination with Vitech resources. The Project Manager will run status and quality review and acceptance meetings, present weekly status and progress meetings, provide status and progress reports, will be responsible for the timely completion of meeting contractual requirements.</td>
<td>has over 20 years of project management experience which includes experience implementing V3 for the. He has expertise in Vitech’s Agile methodology, and understands that effective planning and communication are key cornerstones for effective project management.</td>
</tr>
<tr>
<td></td>
<td>Deputy PM / Rollout Lead</td>
<td>will support project management activities with a focus on delivery management. She will lead solution delivery, driving solution design optimization across system components with NYCPPF’s broader service objectives in mind. She will help coordinate data conversion, integration, and application configuration activities with a continual focus on delivering to schedule and quality objectives. will be the Rollout Lead for Phase 4c – Rollout 3 Member Processing.</td>
<td>has over 16 years’ experience leading V3 implementations for public pension funds similar to NYCPPF, and over 20 years of industry experience. She has played multiple leadership roles during her tenure with Vitech that include project manager, delivery manager, solutions lead, subject matter expert, and business lead. has a deep understanding for the contribution process for, and the integration with the systems.</td>
</tr>
<tr>
<td></td>
<td>Solution Lead / Rollout Lead</td>
<td>will provide leadership to the solutions team and will have overall responsibility for solution delivery activities from the functional mapping of NYCPPF business requirements to the V3 solution, through testing phases and into production and acceptance. The team will look to for leadership with the V3 product, its capabilities and his experience configuring it for similar clients. will be the Rollout Lead for Phase 4b – Rollout 2 Retiree Processing.</td>
<td>has over 15 years’ experience implementing benefit administration systems, and over 10 years leading V3 implementations. has experience leading public pension V3 implementation projects. He was also project manager on the original V3 implementation of COPS, and in 2015 he worked with NYCPPF to perform a V3 Upgrade Analysis.</td>
</tr>
<tr>
<td>Team Member</td>
<td>Proposed Role</td>
<td>Responsibilities</td>
<td>Summarized Experience</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Rollout 1 Lead</td>
<td></td>
<td>Responsible for managing a Rollout including managing the Track Leads, confirming the Track business fit, confirming the project is on-time and within scope in meeting the Rollout project deliverables including the Sprint completions, Verification Testing, Validation Testing, Vendor System Testing, UAT, Production Rollout, and Acceptance.</td>
<td>has over 20 years' experience with over 15 years' experience implementing V3. She started her career as a programmer, and has garnered vast experience in both technical management and implementation management. She has led imaging implementations for two V3 clients and, and has also led integration, data conversion, quality assurance, and configuration activities on V3 projects.</td>
</tr>
<tr>
<td>Track Lead</td>
<td></td>
<td>Responsible for managing a Track of work including managing the Track Leads, confirming the Track business fit, confirming the project is on-time and within scope in meeting the Rollout project deliverables including the Sprint completions, Verification Testing, Validation Testing, Vendor System Testing, UAT, Production Rollout, and Acceptance.</td>
<td>has over 16 years' experience including 10 years' experience implementing V3. has worked on V3 public pension implementations including the, and .</td>
</tr>
<tr>
<td>Track Lead</td>
<td></td>
<td>Responsible for managing a Track of work including managing the Track for all Track activities from the functional mapping of NYCPPF business requirements to the V3 solution, through testing phases, and into production and acceptance.</td>
<td>has over 13 years of experience in V3 design and implementation, 9 years with Vitech. She most recently worked as a business lead on the .</td>
</tr>
<tr>
<td>Technical Lead</td>
<td></td>
<td>Responsible for leading all technical plans, strategies, designs, development, and testing of technical V3 configurations. Provides guidance and leadership to technical team, and collaborates with project manager on project planning and resource management of technical resources.</td>
<td>has over 15 years technical management experience with the last 10 years leading V3 implementations. has honed his skills as Technical Lead on multiple V3 Implementations including recently with the .</td>
</tr>
<tr>
<td>Team Member</td>
<td>Proposed Role</td>
<td>Responsibilities</td>
<td>Summarized Experience</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Interface Lead</td>
<td>Responsible for leading integration planning, design, configuration, and testing.</td>
<td>Has 17 years’ experience in systems design and implementation with over 8 years’ experience leading V3 implementations. Provided technical and interface leadership for V3 implementations with and.</td>
</tr>
<tr>
<td></td>
<td>Development Lead</td>
<td>Responsible for leading V3 configurations and development activities including calculations, business rules, batches, reports, documents, and workflows.</td>
<td>Has over 16 years’ experience in analysis, system design, data modeling, development and testing of application software. For the last 12 years as development lead for V3 implementations, was the technical lead for the V3 implementation, and was a lead developer on NYCPPF’s original COPS implementation. For both these projects, he led the development of the and other system interfaces.</td>
</tr>
<tr>
<td></td>
<td>Lead Developer</td>
<td>Responsible as a key developer who will lead and manage a set of developers on the implementation.</td>
<td>Is a lead developer at Vitech with over 20 years of business systems experience, 17 years of V3 experience. Was one of the key development team who worked for the original NYCPPF project in Oracle Forms.</td>
</tr>
<tr>
<td></td>
<td>Training Lead</td>
<td>Responsible for all training activities including the planning, the development of training materials, and the actual training.</td>
<td>Has over 20 years of experience leading change management and training, 7 years of which have been with Vitech. Has developed and delivered quality training and documentation for numerous V3 implementations including six public pension clients and a large insurance carrier.</td>
</tr>
<tr>
<td>Team Member</td>
<td>Proposed Role</td>
<td>Responsibilities</td>
<td>Summarized Experience</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
<td>Infrastructure Lead</td>
<td>Responsible for all infrastructure activities including 3rd party hardware and software installation and support for production and test environments.</td>
<td>has been a technology and infrastructure expert at Vitech for the last 16 years. has played key roles in managing the infrastructure for a number of public pension jobs including , and the</td>
</tr>
<tr>
<td></td>
<td>Data Conversion</td>
<td>Responsible for all aspects of implementing data including electronic and manual data conversion, data development, imports/exports, and bridging</td>
<td>is a senior data architect who has been leading V3 data implementations for over 12 years. has led public pension data conversion projects including , , and .</td>
</tr>
<tr>
<td></td>
<td>Testing Lead</td>
<td>Accountable for the planning, scripting and execution of testing scenarios. This includes pre-release testing, onsite testing, unit testing, system testing, and coordination with the client during Validation test cycles and User Acceptance Testing.</td>
<td>is a Sr. Quality Assurance Manager at Vitech with 11 years leading testing activities for V3 implementations and 18 years of industry experience. has lead the testing efforts for other public pension implementations including , , and others.</td>
</tr>
</tbody>
</table>
Vitech Organization

Vitech has unparalleled experience and a unique position in the benefits administration community. Our team of over 850 professionals includes veterans from throughout the industry. Vitech’s senior organizational operational structure is outlined in the chart below.

Vitech’s Senior Organization’s Operational Structure

Mr. [Name], the company President and CEO, founded Vitech over 25 years ago.

Mr. [Name] is the Executive Vice President of Vitech responsible for Business Development. Mr. [Name] has worked for Vitech for almost 25 years providing vision and execution in expanding Vitech’s business deeper into its vertical markets and expanding to new, more broad horizontal markets. Mr. [Name] oversees Vitech’s legal counsel, sales and marketing teams.

From a Project Management and Project Oversight perspective, all Vitech implementation teams ultimately work under the direction of Mr. [Name], Vitech’s Sr. Vice President of Operations and Professional Services. Over the 17 years Mr. [Name] has been working with Vitech, he has participated in one manner or another with almost every V3 implementation.

As the Vice President of Software Development, Mr. [Name] is responsible for the development and enhancements of the V3 Product. During his 17 year tenure at Vitech, Mr. [Name] has been the key architect of the V3 product, pioneering web-enablement, service-oriented architecture, and the collaboration and orchestration of the technical solution that enables the powerful business functionality. Working under Mr. [Name] direction is a team who designs, develops, and certifies new product features and fixes. NYCPPF’s implementation will leverage Mr. [Name] and his team as a resource to deliver any required enhancements to the product.
Mr. [redacted] is responsible for recruiting, staffing, and human resource related activities for Vitech. During his eight years at Vitech Mr. [redacted] has assured the human resource elements of the company scale in accordance with the project and delivery needs. Mr. [redacted] works with Vitech full-time employees, contractors, and sub-contractors to maximize employee job satisfaction, retention, and hiring.

Ms. [redacted] is responsible for oversight of all finance, accounting and reporting activities for Vitech. During her 18 year tenure at Vitech, Ms. [redacted] has lead all day-to-day finance operations and supervises a team to oversee accounts payable, accounts receivable, cash disbursements, payroll and bank reconciliation functions.

Mr. [redacted], Vice President of Delivery, will be NYCPPF’s Account Executive and will be responsible for Vitech’s delivery of V3 to meet NYCPPF’s requirements and objectives for the COPS 2.0 Project.

Confirmations
Vitech confirms that the ‘key’ personnel whose names and resumes are submitted in the proposal and confirmed in the Agreement shall not be removed from this project without prior approval of NYCPPF except as a result of personal injury or illness. Substitute or additional personnel shall not be used for this project until a resume is received and approved by NYCPPF.

Vitech confirms that NYCPPF shall have the right to request, and Vitech will comply with any such request, the removal of any Vitech staff member from all work on this project immediately.

Vitech confirms that the replacement for any staff member who is removed from or leaves the project for any reason will match the replaced staff member in terms of skill level and experience. Such replacements are subject to NYCPPF’s approval at the time of the assignment as well as at any time during the 90 days after the replacement begins work on the project.

Staffing Plan
Section I-6, presents estimated staffing levels by phase and by month/quarter/year. These tables are presented by resource category in hours, based upon the draft project plan presented within this proposal, and include all contractor, subcontractor, and NYCPPF required efforts. In addition to the requested staffing tables, Vitech has provided a detailed staffing plan for NYCPPF and Vitech in section I-11, Initial Project Schedule Without Options. Below the Sprint Plan, a resource plan is presented that displays by role the estimated hours by week. These are estimates based upon our current understanding of the requirements, and actual hours may differ.

Vitech has proposed a project schedule with 4 Rollouts. Each Rollout will have a Vitech Rollout Leader that will oversee Vitech’s delivery of that Rollout. For each Rollout, Vitech organizes our delivery teams with tracks of work, with each delivery team being comprised of a track lead (business lead), business analysts/SMEs, developers, and testers. These Vitech teams align to NYCPPF counterparts that will include business leads, business analysts/SMEs, IT analysts/developers, and testers. The teams will work together to design, configure, and test the solution. Additional teams will work with these delivery teams and across tracks. This includes the project
management, data conversion, interfaces, training and documentation, and artifact configuration and testing. Many of the project team members will work on multiple Rollouts and also on warranty and post implementation support activities.

**Staffing Problems**

Should replacement of personnel become necessary, we would typically expect a minimum four-week period of time for such a transition. In these cases, Vitech creates a formal transition plan to facilitate the staff changes and minimize its impact to the project. When a person transitions onto a new project we overlap them by at least four weeks to allow for transfer of knowledge to get the new team member up to speed on the new project. They review the proposal, current project plans, system functionality, specs, and development for the area for which they will be responsible for. Further, the new team member will transition with the person that they are replacing.

In cases of replacement due to situations that arise very quickly, such as illness or death, Vitech will replace the team member as quickly as possible. Vitech expects that NYCPPF would finalize their approval of a replacement in this circumstance within the first 30 calendar days of their assignment to the project.

**Vitech Staff Resumes**

Resumes for Vitech’s leadership team are provided in section I-1, Project Personnel Resumes.
I-5.2  All Personnel

Vitech’s proposed offering comprehensively meets the RFP requirements for All Personnel. Vitech confirms that the members of our project team will have read both the RFP and Vitech’s technical proposal, as well as any clarifications to the technical proposal, to gain an overall understanding of the project and its objectives, become intimately familiar with the NYCPPF operations and the specifics of the implementation prior to interacting with the NYCPPF staff. In fact, we expect nothing less of the team. Vitech is proposing to NYCPPF an experienced and a highly capable team that we believe will well meet the NYCPPF implementation needs and requirements.

Vitech has a transition process dedicated to transferring knowledge of the procurement process to the proposed team members. This includes both documentation and transition meetings. Every team member has access to both soft and hard copies that include at a minimum: the RFP, the RFP Amendments, the Q&A responses and other RFP related documents, Vitech’s response, any post proposal communications, the BAFO documents if any, and the contract. In addition, a transition document is created by the Vitech procurement team that includes an abstract of the key items from each of the supporting documents. Transition meetings are conducted to train the project team on all of the procurement materials to date and discuss the key themes and understandings that transpired throughout the procurement. In addition, members of the procurement team stay involved in the implementation through the starting of the project and ongoing if needed so that the team is equipped to implement the solution that was sold to the client in the manner that it was proposed.

I-5.3  Project Manager

Project Manager Responsibilities

Vitech’s proposed offering comprehensively meets the RFP requirements for Vendor Project Manager. ______ is Vitech’s proposed Project Manager. As Project Manager ______ will be the primary point of contact to NYCPPF for any coordinating, scheduling, and status reporting and issue resolution from Vitech activities. He will work closely with the NYCPPF Project Manager on a daily basis either in person or via phone/email. ______ will not be responsible for design, development, testing, or training. As the project manager, ______ will:

- Be on-site an average of 80% of the time,
- Be responsible for timely completion of all phases of the project,
- Be responsible for meeting all contractual obligations for the duration of the project,
- Attend status, quality review and acceptance meetings as required and present status and progress reports on the project, and
- Remain continuously assigned to the project (except in the case of death or termination of employment, or with NYCPPF’s approval).

Vitech’s project manager will be authorized by Vitech to make binding commitments to NYCPPF relating to the project. Any legal commitments would need to be made by an officer of Vitech.
I-5.4 Key Personnel

Vitech’s proposed offering comprehensively meets the RFP requirements for Key Personnel. Vitech has identified 7 key personnel within the Staffing Plan. We confirm that the Key Staff in the final contract shall not be removed from this project for the duration or that part of the project for which they are responsible without prior written approval from NYCPPF. In addition, Vitech acknowledges that NYCPPF reserves the right to approve replacement staff if one of these Key Staff is removed prematurely.

The following table lists the key personnel being proposed to NYCPPF and details about jobs or proposals they are currently on or being proposed to work on. Vitech has made a determined effort to bring a team together for this proposal with experience working together in the past. You can see many of these leads have worked together on the implementation of V3. _____ went live with their final phase in August 2015 which would align very well with a potential start for NYCPPF.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Proposed Role</th>
<th>Key</th>
<th>Project/Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manager</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deputy Project Manager / Rollout Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Solution Lead / Rollout Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rollout 1 Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Track Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Track Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Infrastructure Lead</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data Conversion Lead</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

Staff Situation Resolution

We have carefully picked the proposed staff based on experience and availability. Upon award notification we will work to transition the proposed team from their current engagements to the NYCPPF project based on our staffing plan. Additionally, if awarded the NYCPPF project and an unforeseen situation arises where any proposed staff is unavailable, Vitech would work with NYCPPF employing the following approach:

- Inform NYCPPF of situation and the reasons for the situation.
- Attempt to free up the resource or retain them as the case may be.
- If required or desirable, make available to the NYCPPF project resources from Vitech’s professional services practice on an immediate interim basis.
- If unable, propose a replacement team member of equivalent or better skill set.
- Provide their resume for approval by NYCPPF, and client references.
Active V3 Retirement Projects

Vitech is pleased to provide NYCPPF with our list of active retirement projects, as seen in the table below. From an organizational bandwidth perspective, Vitech is well positioned to take on the NYCPPF implementation. Vitech has been growing as a company for the last ten years and have grown the organization to be able to handle continued expected growth. We have recently completed large implementations with the NYCPPF implementation.

<table>
<thead>
<tr>
<th>Client</th>
<th>Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q2 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q2 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in 2020.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q2 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q1 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in 2018.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q2 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q1 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in Q2 2017.</td>
</tr>
<tr>
<td></td>
<td>This project has its final scheduled rollout in 2018.</td>
</tr>
</tbody>
</table>

I-5.5 Replacement of Personnel

Vitech’s proposed offering comprehensively meets the RFP requirements for Replacement of Personnel.

Staff Turnover
We are pleased to note that Vitech’s turnover rate in 2013, 2014 and 2015 are 12%, 12.5%, and 14% respectively. This number is calculated by dividing the number of employees who elect to leave the firm voluntarily in a year by the average people employed over the year. Regretfully, we do not have available volatility statistics on the proposed projects.

**Staff Replacement**

Vitech acknowledges NYCPPF’s requirements for replacing personnel: replacement staff skills must match or exceed the skills of replaced staff; NYCPPF reserves the right to approve/reject the replacement staff prior to assignment; replacement staff is to be assigned at least four weeks prior; replacement of any “Key Personnel” will be pre-approved in writing by NYCPPF’s Project Manager; and a transition/transfer plan must be provided to NYCPPF prior to the transition.

We would typically expect a four-week period of time for such a transition. In these cases, Vitech creates a formal transition plan to facilitate the staff changes and minimize its impact to the project. When a person transitions onto a new project we overlap them by four weeks to allow for transfer of knowledge to get the new team member up to speed on the new project. They review the proposal, current project plans, system functionality, specs, and development for the area for which they will be responsible for. Further, the new team member will transition with the person that they are replacing.

In cases of replacement due to situations that arise very quickly, such as illness or death, Vitech will replace the team member as quickly as possible. Vitech expects that NYCPPF would finalize their approval of a replacement in this circumstance within the first 30 calendar days of their assignment to the project.

**I-5.6  The NYCPPF’s Personnel**

Our experience is that collaboration is key to a successful implementation of a pension administration system. Vitech’s Agile implementation approach provides a good framework for collaboration. For example, NYCPPF’s project team members will be able to view and be hands-on with configured software throughout the project and structured walkthroughs will be based upon the user scenarios provided by NYCPPF project team members. (User scenario information provided by NYCPPF will help inform the configurations done by Vitech and the test cases prepared by Vitech.) In order to facilitate collaboration, Vitech will plan and communicate NYCPPF’s scheduled participation in project activities such as design sessions, structured walkthroughs, verification testing, and validation testing. The Sprint Plan and Project Plans will be updated monthly following a process of progressive elaboration, such that additional details including specific meeting dates, deliverable reviews, training sessions, etc. will be updated for the upcoming 3 months. Understanding that most project team members will not be dedicated to the project full-time, this will allow for the NYCPPF’s staff to appropriately plan and participate in the project.
NYCPPF’s project team will align with the Vitech team by track (functional area). We have proposed a team structure for NCPPF with 3 business teams aligning to the 3 teams in Vitech’s project structure. In this manner, each business area lead for NCPPF and Vitech has a counterpart for planning and delivery of project work.

Section I-6, Draft Project Staffing includes staffing estimates by year, Rollout, and Role for NCPPF’s project staffing. These estimates are summarized by resource category based upon the proposed project plan. In addition to the requested staffing tables, Vitech has provided a detailed staffing plan for NCPPF in section I-11, Initial Project Schedule Without Options. Below the Sprint Plan in section I-11, a resource plan is presented that displays by role the estimated hours by week. These are estimates based upon our current understanding of the requirements, and actual hours may differ.

The table below provides a summary staffing plan by resource that includes estimated start and dates, and whether the resource is full-time or part-time. The staffing plan is based upon the proposed project plan that includes a 10/23/2017 start date with Rollout 4 warranty period ending 6/2/2023. Estimated start and end dates are subject to change based on project start date. The staffing plan takes into consideration that NCPPF’s subject matter experts project involvement will be restricted to no more than 60% of their time per week.

### NCPPF Staffing Plan Summary

<table>
<thead>
<tr>
<th>Role</th>
<th>F/T or P/T</th>
<th>Est. Start Date</th>
<th>Est. End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>P/T</td>
<td>10/23/2017</td>
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</tr>
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<td>10/23/2017</td>
<td>6/2/2023</td>
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<td>P/T</td>
<td>10/23/2017</td>
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<td>IT Director</td>
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<tr>
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<td>6/2/2023</td>
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<tr>
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<tr>
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<tr>
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<td>F/T</td>
<td>10/23/2017</td>
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<tr>
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<td>F/T</td>
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<td>6/2/2023</td>
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<td>P/T</td>
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<td>6/2/2023</td>
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<tr>
<td>Role</td>
<td>F/T or P/T</td>
<td>Est. Start Date</td>
<td>Est. End Date</td>
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<tr>
<td>Pension Computations SME</td>
<td>P/T</td>
<td>10/23/2017</td>
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<td>P/T</td>
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<td>Calendar Prep SME</td>
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<td>10/23/2017</td>
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</tr>
<tr>
<td>General Admin SME</td>
<td>P/T</td>
<td>10/23/2017</td>
<td>6/2/2023</td>
</tr>
<tr>
<td>Investment and Accounting SME</td>
<td>P/T</td>
<td>10/23/2017</td>
<td>6/2/2023</td>
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<tr>
<td>Call Center SME</td>
<td>P/T</td>
<td>10/23/2017</td>
<td>6/2/2023</td>
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<tr>
<td>IT SME 1</td>
<td>F/T</td>
<td>10/23/2017</td>
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<tr>
<td>IT SME 1</td>
<td>F/T</td>
<td>10/23/2017</td>
<td>6/2/2023</td>
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</tbody>
</table>
**This section contains confidential material**
Our proposal is far more than simply the hardware and configured software that will be used to meet NYCPPF’s business and technical requirements. We are proposing to provide NYCPPF with the project methodology, comprehensive suite of services, team of outstanding individuals, commitment to quality and whole-hearted embrace of NYCPPF’s vision necessary to make that vision a reality.

Vitech is proposing to deliver to NYCPPF a complete solution that includes

- Project Management
- NYCPPF Staff & User assistance
- Outstanding Vitech project staff
- Data Conversion
- Training
- Testing
- Implementation
- Related Deliverables
- And, much more.

Our approach addresses all aspects of the implementation, not just the technical and functional requirements. It is the result of our successful work with over 20 similar public pension organizations and a total of over 50 similar benefit funds.

This is an adaptable, effective methodology that provides a high degree of project management and control capabilities supporting a disciplined approach, metric-based measurement, management visibility, effective communication and most importantly, tangible business results.

Before responding directly to the RFP requested artifacts, the below section provides some overview to how Vitech will meet NYCPPF’s high level project management needs including those called out in RFP sections C.5.1.

**Project Management**

Vitech’s agile methodology is a comprehensive approach that supports fluid, iterative software development and strong PMBOK project management fundamentals. As the table below details, our proven and comprehensive approach fully addresses NYCPPF’s requirements in RFP section C.5.1.
<table>
<thead>
<tr>
<th>New York City Public Protection Friends (NYCPPF)'s Project Management Requirement/Objective</th>
<th>How Vitech Meets the Requirement/Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project planning is part of normal daily activities</td>
<td>Vitech’s approach mandates a “daily call”, typically conducted first thing each morning. On this call, the Project Manager and/or key leads confirm the prior day’s progress reset the current day’s tasks and identify risks, challenges, bottle necks or anything that is creating an impasse. This is a daily assessment of all current and impending project activities and a fantastic early warning detector/resolution system for any risks or challenges. We have found a daily call to be a tremendous contributor to a project’s success.</td>
</tr>
<tr>
<td>Resource planning occurs in conjunction with NYCPPF management</td>
<td>Vitech builds a resource/staffing plan against our Sprint plan. The Sprint plan identifies given tracks of work. We then seek to assign a Vitech and NYCPPF track lead to each track. Based on the volume and complexity of the work in the track, we then look to assign an appropriate number of resources to the Vitech and NYCPPF track leads including analysts, subject matter experts and technical resources. We do all of this working closely with NYCPPF and we look for NYCPPF to validate our assumptions as to track size and complexity, to assign NYCPPF track leads and to assign NYCPPF track support resources. We know that a staffing plan is only half a plan without the inclusion of NYCPPF resourcing requirements. And, we know that NYCPPF resourcing in a staffing plan is only meaningful if NYCPPF itself provided the key inputs to that part of the plan.</td>
</tr>
<tr>
<td>There is an established path for escalation of project issues</td>
<td>Defining a governance framework to make sure that team members and all participating organizations understand reporting structures is an important and early step in Vitech’s implementation methodology. Additionally it’s important that everyone understand at what level authority exists for different types of decisions, and at what level responsibility exists for different topics of project execution. Early on, NYCPPF and Vitech will establish clear project governance and project operating standards.</td>
</tr>
<tr>
<td>Risk management is included as part of the normal project management process</td>
<td>A Risk Management plan is completed as part of the project launch and the planning activities. This plan will identify a set of key project risks, metrics and/or recurrences for measuring those risks, as well as mitigation, strategies and escalation paths for each risk should a given risk materialize. The Vitech Project Manager can then execute against this plan in real time during the subsequent phases of a given phase.</td>
</tr>
<tr>
<td>Project management is easily able to provide reports to NYCPPF management on project progress to enable continued project support</td>
<td>Vitech’s agile project approach, although providing for great agility and fluidity within a Sprint, creates a very strong, structured framework around Sprints resulting in a project that extremely transparent, metric-based and measurable. This allows the Vitech Project Manager to report to NYCPPF on project progress in a very detailed, actionable fashion… which the project manager will do on a weekly, monthly and quarterly basis.</td>
</tr>
<tr>
<td><strong>NYCPPF’s Project Management Requirement/Objective</strong></td>
<td><strong>How Vitech Meets the Requirement/Objective</strong></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>The project plan is organized in a phased approach that provides achievable and demonstrable milestones and deliverables. The engagement should be managed to meet those specific milestones with an established method of project status reporting.</td>
<td>Vitech’s project plan deconstructs a project into delivery sub-phases. In the case of NYCPPF, we have defined 2 specific phases. Each phase is broken down into work tracks. Each work track is broken down into a series of Sprints. Each Sprint is defined has initiation, execution and verification phases for its deliverables. The Sprints in the work tracks collectively stream into a validation activity every several months. This validation effort is defined by its own set of initiation, execution and validation metrics. This approach to project management and deliverables drives to a higher delivery standard, with accountability for accomplishments tied to payment points, versus a more traditional project milestone approach. Additionally this approach confirms that the engagement is managed via milestones and deliverables that are clearly defined, well communicated, and easily reportable in terms of project status.</td>
</tr>
</tbody>
</table>
Relationship

Vitech builds and maintains strong, ongoing long-term relationships with its clients. This is critical to our ongoing success as an organization. Our close attention to the importance of strong long-term relationships can be seen in the fact that we continue to support and work closely with the over 20 public pension organizations we serve, and the 50 benefit and insurance organizations we serve overall.

We maintain a vibrant user community via a team of national account managers, each with a stable of highly skilled project managers, who collectively interface with clients in real time, at all times. We also host an annual V3 Users Conference to which all of our clients are invited. This year’s conference was attended by over 125 client and industry representatives.

Our dedication and commitment to our clients is obvious when looking at our approach, policies, practices and corporate philosophy. That is why we will confirm that our proposed solution addresses NYCPPF’s requirements in this section C.5.1.1 as described below.

<table>
<thead>
<tr>
<th>NYCPPF Relationship Requirement/Objective</th>
<th>How Vitech Meets the Requirement/Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Proposer has a demonstrated ability to understand and deliver realistic mission-critical systems</td>
<td>Vitech has successfully delivered or is successfully delivering solutions to over 20 similar public pension funds. Vitech’s proposed project team is highly experienced in pension solutions, led by Project Manager [redacted] is excited to replicate this type of success for NYCPPF.</td>
</tr>
<tr>
<td>There is a high degree of cooperation and coordination between NYCPPF and the Proposer</td>
<td>Vitech’s proposed Project Manager and our Vitech team as a whole hopes to work in close partnership with NYCPPF. A strong communications plan will be created with NYCPPF during the project launch, with well-defined roles and responsibilities. Highly interactive agile methodology design sessions, daily team status calls, and weekly and monthly project reporting will all confirm a high degree of cooperation and coordination between NYCPPF and Vitech.</td>
</tr>
<tr>
<td>The Proposer can provide technical leadership and has the courage to suggest innovative solutions and take advantage of opportunities as they present themselves</td>
<td>Vitech is a technical leader with arguably the most advanced technology solution in the industry. We also support an agile project methodology AND an agile product development methodology. This allows us to take advantage of opportunities as they present themselves both in NYCPPF’s specific configurations and within the base V3 System product. Vitech is a bold organization and we absolutely have the courage to suggest innovative solutions.</td>
</tr>
<tr>
<td>The Proposer understands the nature of the scheduled milestones and deadlines and will take ownership of tasks in a proactive manner</td>
<td>Having delivered more similar systems to similar organizations than any other software provider, we are acutely aware of the nature of the schedule and even of the bold nature of the undertaking. We know that to be successful we must take ownership of all tasks in a highly proactive manner. Our agile methodology with its monthly Sprint cadence, clearly defined deliverables, and verification and validation hands-on testing opportunities, demonstrate Vitech’s commitment to driving successful delivery to NYCPPF. Our daily calls, weekly and monthly status reporting, backlog lists and other project tracking tools give NYCPPF the assurance that Vitech has no place to hide from this responsibility.</td>
</tr>
<tr>
<td>The Proposer understands the vision for NYCPPF and is able to align the</td>
<td>Vitech understands and is eager to deliver on NYCPPF’s vision. We have the software, the people, the tools and the processes to do so and we have proven this ability all across the country. Our requirement confirmation, gap analysis, conference room pilot tasks during project launch, and our validation periods</td>
</tr>
</tbody>
</table>
**NYCPPF Relationship Requirement/Objective** | **How Vitech Meets the Requirement/Objective**
---|---
Proposer’s capabilities with NYCPPF’s needs | throughout the course of each phase – confirms that we are aligned with NYCPPF’s vision from the outset and that we never wander off course.
The relationship is not an opportunity to sell untried Proposer offerings that may place NYCPPF at risk in meeting its business objectives | The NYCPPF project is not a test bed, petri dish or proving ground. It is a mission critical business endeavor with a clear vision and well defined objectives. It is a challenging undertaking that should not bear the weight of untried, experimental offerings. We are proposing proven software, proven people and a proven approach in a project executed by Vitech: an extremely proven Proposer.

**Project Oversight**

Vitech is very accustomed to serving within the cooperative project oversight framework NYCPPF plans. Vitech will report to the designated NYCPPF Project Manager and will be pleased to provide status reporting.

Vitech understands and acknowledges in their proposals that the project is a three-party relationship between NYCPPF, the Proposer, and the Oversight Project Manager (OPM) consultant selected by NYCPPF.

We are extremely comfortable working in this type of three-party relationship and have done so on many projects with many OPM vendors.

We have prior experience working in three-party relationships with the following OPM vendors:

- LR Wechsler, Ltd.
- Deloitte & Touche, LLP
- Linea Solutions
- The Segal Company
- Edgewater Technologies
- MAXIMUS
- Novarica
- PricewaterhouseCoopers
- Thomas Havey, LLP

Perhaps more importantly, we have particular and extensive experience working with LR Wechsler, Ltd, the organization we understand to be the OPM consultant for the NYCPPF project. We successfully worked with LRWL on the following projects:

- San Mateo County Employees' Retirement System
- Wisconsin Employees' Trust Fund
- Bahamas National Insurance Board
• Boston Retirement System
• Iowa Public Employees Retirement System
• Maine Public Employees Retirement System
• Massachusetts Teachers Retirement System
• New Mexico Teachers Retirement System
• Pennsylvania, School Employees Retirement System
• US Virgin Islands Retirement System

Vitech understands and agrees that the selected OPM consultant will assist NYCPPF in developing and implementing schedule monitoring, scope monitoring, budget monitoring, quality assurance monitoring and testing monitoring.

Vitech further understands NYCPPF may engage other third party vendors for services including Quality Assurance Testing, Change Management, Security, and/or File Scanning. Vitech understands that Vitech will need to work cooperatively with these vendors and NYCPPF in order to successfully deliver the requirements for this project.

Our experience, commitment and approach to third party OPM relationships as described above confirms that we will fully comply with NYCPPF’s requirements.

The remainder of this section respond directly to the RFP required sections and artifacts.

I-7.1 Project Management and Control Methodology

Project Management

It is the Vitech Project Manager’s responsibility to monitor all aspects of the project, confirm that appropriate metrics are maintained. It is also their responsibility to use these metrics to provide frequent, accurate, insightful, and actionable status reporting to NYCPPF.

This is a considerable task across such a large project and is perhaps only possible because Vitech’s project approach is so metric-driven. Sprint progress, functional checklists, backlog lists, verification testing results, validation testing results and other reports provide the project managers with a wealth of real time data. This data can be incorporation into status reports and prospective planning documents, the format of which will be developed in cooperation with NYCPPF and approved by NYCPPF as part of project launch activities.

Our approach is to focus on configured software instead of paper deliverables, which makes our status metrics more valuable than typical waterfall statistics. This is because many approaches measure requirement analysis, system design, coding, and testing over very long periods of time well ahead of when the client has seen, or tried, the actual software.

With Vitech’s agile methodology, NYCPPF is seeing the software in design and structured walkthrough sessions almost every day. NYCPPF is receiving a new verified release of the software every month.
and a release for validation testing, every several months. NYCPPF is also receiving a Solution Design Document at the end of each validation cycle documenting the software that has actually been configured and approved by NYCPPF. This is tremendously different from design documents that describe how the software will eventually work when it is finally coded and tested.

All of this means that percent complete metrics and progress discussions in Vitech status reports are vastly more meaningful because they are describing progress against configured and tested software. They’re not describing progress against paper deliverable or unseen code/configuration deliverables, that lead up to some massive release of software that everyone hopes will match the specs… specs that everyone hopes accurately reflect NYCPPF’s needs.

**Controls**

The Vitech Project Manager tracks progress against the Sprint Plan, in addition to the Microsoft Project Plan. He will also oversee the following key control tools:

- The issue list,
- The backlog list,
- The change request/control log and
- The risk list.

The issue list tracks all known issues in the evolving solution. Each issue is assigned a priority based on pre-defined criteria. Different priority issues are meant to be resolved at different stages of a solution development phase. An excessive number of issues for any given priority in a given stage in a Solution Development phase, or “rollout,”— would signal a slippage risk to the Project Manager who would report this to NYCPPF, along with his suggested mitigation approach. In practice, NYCPPF also has access to the Issue list and will surely notice the risk along with the Vitech Project Manager.

The backlog list tracks functional items that were planned to have been addressed in the configured software through the end of the prior Sprint (including all Sprints leading up to the prior Sprint), but that have not actually been addressed. The items on the list include a complexity ranking… high, medium, low. Each month, the Vitech Project Manager and NYCPPF Project Manager will work together to re-plan items from the backlog list into future Sprints. If however, all the future Sprints are already too full of requirements, then they will need to add Sprints to the project plan. The Sprint Plan is built with some room for contingency, which at some point could be exhausted.

A large number of backlog items, an overload of future Sprints due to backlog re-planning and certainly the addition of new Sprints, can push against the go-live date. However these are all control issues that would be raised by the Vitech Project Manager along with his mitigation plan. In practice, NYCPPF also has access to the Sprint Plan and the backlog list and will surely notice emerging risks for discussion with the Vitech Project Manager.

The Change Request/Control list tracks any request by NYCPPF for changes in original project scope or previously agreed upon configurations. Scope and design changes can be key culprits in project slippage and a clear list of potential or approved changes is a good way to monitor and control this project hazard. As approved or even pending items on the list accumulate, the Project Manager may
deem there to be a risk to the overall project, at which time he would present the situation to NYCPPF along with his proposed mitigation strategy.

Any time a change is approved, the change submission would have included data regarding the potential time or cost impact. This leads us into the following discussion regarding Change Management.

**Change Management**

During the Project Initiation Phase of the project, Vitech will work with NYCPPF to formalize a mutually agreeable Change Control process. This will confirm the joint project leadership team can identify, assess, and manage any project change including any potential time and/or cost impact of such changes.

As part of the change control process, the project team will identify change issues as they are encountered. Some changes will be small like a request for minor design changes, while others may be larger like the introduction of legislative changes in the middle of a project. Most changes typically involve a change in scope, requirements or previously finalized designs and configurations. Changes may also relate to changes in staffing, staff availability, the project approach and operating model or other project assumptions or underpinnings.

Identified changes are tracked on the Change Request/Control list along with their status (Identified, In Analysis, Submitted, Approved, In Implementation, Implemented, Withdrawn and Declined) and an estimation of their impact on both cost and time. Until the item is submitted, time and cost impacts are tracked simply as high, medium, low and none. After the analysis of the change is completed, these are tracked as actual durations and dollar amounts.

The Change Request/Control list is maintained by the Vitech Project Manager and reviewed with NYCPPF at status meetings as per the Communication and Change Methodology plans defined during project launch. Individual items on the list are overseen by the Project Manager and managed by the relevant Vitech Track Lead. This is the individual responsible for analyzing the potential change in terms of its potential impact to time and cost. In the case of project operating changes, the Project Manager himself performs this analysis, likely with the assistance an input of his team and the NYCPPF Project Manager.

Changes are submitted to NYCPPF with analysis so that NYCPPF can determine whether or not the project should proceed with the change. The team then proceeds following NYCPPF’s direction. When a change is approved, the Sprint and project plans may be recast accordingly.

**Examples of these Techniques**

The Vitech Project Manager is responsible for overseeing all risks, changes and issues. It is their responsibility to promptly report these items to NYCPPF, to track these items through their resolution, to lead the development of impact analysis and/or mitigation strategies and to lead any required re-planning efforts. These techniques have been successfully employed by Vitech at organizations including, but not limited to:

- Massachusetts Teachers Retirement System
Tools

Vitech employs the following set of Atlassian project management and control tools. We will employ Vitech-hosted versions of JIRA and Zephyr during the project. Access to JIRA and Zephyr will be granted upon NYCPPF’s execution of Vitech’s related access agreement and only for as long as NYCPPF pays its Upgrade Subscription and Maintenance and Support Fees in accordance with the Agreement and Vitech makes such tools generally available to its clients. Upon execution of the related access agreement, Vitech will set up access to JIRA and Zephyr for up to 20 NYCPPF users. At the end of the project, NYCPPF can deploy the tools in-house or continue using the Vitech-hosted tools as a benefit of an optional annual V3 upgrade subscription. Additionally, we will plan to use the Atlassian document library for the project library.

<table>
<thead>
<tr>
<th>Control Function</th>
<th>Supporting Tool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprint Plan</td>
<td>MS Excel</td>
</tr>
<tr>
<td>Sprint Management</td>
<td>JIRA</td>
</tr>
<tr>
<td>Backlog Tracking</td>
<td>JIRA</td>
</tr>
<tr>
<td>Issue Tracking and Management</td>
<td>JIRA</td>
</tr>
<tr>
<td>Test Case Management</td>
<td>Zephyr (JIRA)</td>
</tr>
<tr>
<td>Automated Testing</td>
<td>VBOT</td>
</tr>
<tr>
<td>Project Library, Document sharing</td>
<td>Atlassian</td>
</tr>
<tr>
<td>Solution Design Documents</td>
<td>MS Word</td>
</tr>
</tbody>
</table>

Vitech offers a simple, well-defined process for managing incident and software changes via JIRA. Issues or defects will be logged to JIRA either directly as an end-result of Zephyr-based test case execution or manually entered for other change requests emerging during the project. In either case, the report will be linked to a test case, requirement, business process, and software component along with expected resolution date. The report will be routed to through the life cycle for analysis and resolution. After the developer completes his/her unit tests and code review and checks the code in for release and deployment, the Zephyr test case will automatically be updated to indicate the development status of the item and will notify the tester after release and deployment.

Additionally, Vitech is offering NYCPPF the use of Vitech’s automated testing framework called VBOT. During the implementation Vitech will created automated tests using the VBOT framework, and, per an executed license agreement with Vitech, can provide those same scripts to NYCPPF for execution.
NYCPPF’s training on project management and control tools is addressed in Artifact I-4 of this proposal.

I-7.2 Management of Written Deliverables

Vitech follows a standard process for the creation, submission, and review of written deliverables. Each document to be submitted during the project will meet document standards that will include:

- Cover page (including document title, version number, and date)
- Revision history
- Table of contents (if the document is over five or six pages)
- Page headers and/or footers (including page numbers)
- Captions on tables and figures

Document submission will follow a standard process that includes:

- Submittal of an annotated outline for review and approval (will be done for the first document of a class, i.e. a specification template)
- Submittal of the final, complete draft for review and approval
- Submittal of the final, complete document for final review and acceptance.

Each document will follow a standard number versioning scheme to all the reader to quickly know the state of the document. Revisions to drafts will use the MS Word “track changes” feature to facilitate review. Documents will be published to a document repository and NYCPPF will be notified accordingly. The notification will indicate:

- The title and identifier of the deliverable
- The revision number
- Summary of how this version has changed from prior version
- The date by which comments must be returned and to whom comments are due
I-7.3 Approach to the Tracking of Written Deliverables

Vitech will provide a methodology and, as set forth in Section I-7.11 below, a central computerized Deliverables Repository for shared tracking of the current status an each deliverable, from creation through final delivery. Note that access to such Repository will be granted to NYCPPF as set forth in Section I-7-11.

The Microsoft Project Plan tracks key Milestones/Deliverables and Vitech’s weekly status reports will also highlight all deliverables and their respective status. Driving toward these goals and addressing any risks associated with the deliverables is a key focus of the dialog between the NYCPPF Project Manager and Vitech Project Manager.

- Vitech will establish a central Deliverables Repository using Confluence as the project tool. This step is performed during our proposed Launch Phase. This Repository will always provide the current status of any particular deliverable (written or software). It will be readily available to the NYCPPF Project Manager to review on-line (assuming that NYCPPF has been granted access thereto) or via hardcopy reports.

- The Repository will contain a separate tracking record for each revision/release of each deliverable. The record will include key deliverable information such as:
  - Title and identifier
  - Functional area
  - Release number (current version of deliverable)
  - Date of Issue
  - Project phase to which deliverable pertains
  - Narrative description of the deliverable
  - Name of person who is the current owner of the document
  - Date review response is due from the assigned party

- The Deliverables Repository will be kept current and used to generate reports for project management status meetings in a cumulative table format. Vitech will reference these reports to highlight all deliverables issued during the status-reporting period and anticipated turnaround dates. The NYCPPF Project Manager and Vitech’s Project Manager will jointly review the Deliverable Repository to confirm concurrence on the progress and status of all deliverables.

- A copy of the cover/transmittal message accompanying the deliverable from Vitech to the NYCPPF Project Manager and NYCPPF OPM consultant will be stored with the deliverable record and organized by revision or release date.

We understand the NYCPPF Project Manager will record receipt of NYCPPF responses to a given deliverable, and facilitate across the appropriate NYCPPF functions to prepare a single consolidated response to Vitech. Vitech’s weekly status reports reviewed at the Project Status Meetings will highlight all deliverables and their respective status. For all deliverables issued during the period, the report will include a summary in cumulative table format capturing the
delivery and anticipated turnaround dates. Periodically, Vitech and the NYCPPF Project Manager will also reconcile their respective deliverable control files to confirm that they are fully in sync.

The review periods for written deliverables will be as presented in the table below. These review periods will be reviewed at the start of each phase, and may be adjusted during the project by mutual agreement between Vitech and NYCPPF.

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<th>Review Period in Business Days</th>
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<td>100</td>
<td>Specification Documents (numerous)</td>
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I-7.4 Approach to the Tracking of Software Releases

As one would fully expect of a successful software company, Vitech employs a highly disciplined protocol and respected industry tools for software version control. Specifically, Vitech uses JIRA (in conjunction with Fisheye) and Subversion as tools for Software Configuration management (SCM) and for software version control, respectively.

Vitech automatically labels each release of V3. The labels are automatically “stamped” by the V3 software compilation process. The software version labels are also easily accessible by using the standard “Help\About” box in the V3 application.

When code for a particular deployment is considered to be ready, Vitech builds a consolidated deployment package using Bamboo, an automated continuous integration tool. This deployment package contains everything that is needed to upgrade an environment from the previous version to this new version. Vitech then uses deployment tools to deploy this package to the target environment. Vitech confirms that nothing is “left behind” by deploying the entire integrated package as a single unit. Similarly, when another environment needs to be upgraded to the same level as this, the same package is deployed to that environment, as well. Vitech not only version controls software code but also version controls deployment packages in an archive.

Following a standard SCM process, Vitech maintains any number of previously deployed versions of the software. We track source code changes between versions for audit and control purposes using Subversion, a powerful open-source software version control tool. Vitech can also provide change logs and reporting between releases, as needed.

I-7.5 Discussion of Credit Memos for Eliminated Requirements

The elimination of requirements will be done through the change control process. Credits for eliminated requirements are addressed in section I-7.8 Change Request Process.

I-7.6 Abrogation of RFP Requirements

Vitech acknowledges that NYCPPF’s approval of system design and/or specifications should not abrogate the RFP requirements, absent a written agreement to eliminate or modify an RFP requirement, approved by the NYCPPF Project Manager. However, if requirements are included in design sessions and included in specifications or solution design documents, Vitech assumes that approved/accepted specifications and solution design documents constitute meeting the requirements and any changes to the requirements and/or the design set forth in such documents following approval/acceptance thereof will follow the change control process with the sole exceptions of any instance where a change to the design of a requirement is necessitated to the extent the design of a requirement during a sprint or validation requires the redesign of a different requirement previously finalized in a Solution Design Document or Specification Document, in which case Vitech shall make such change without the need for a Change Order.
Vitech’s delivery methodology is highly collaborative, focused on optimizing the knowledge exchange and available contribution of NYCPPF business users and IT staff to achieve NYCPPF’s vision for COPS 2.0.

We accomplish what is referred to in the RFP as “GAP analysis” in the following manner. Of note, Vitech’s approach accomplishes the stated goal for requirements confirmation as outlined in RFP Section C.5.3.5, while also simultaneously advancing progress with the system’s actual implementation. Specifically,

In Sprint Preparation:

- Vitech provides a formal “Ask List” for each sprint which includes a series of questions for NYCPPF’s subject matter experts designed to clarify details of the required functionality. The Ask List is prepared based on detailed review of all the current system documentation provided with the RFP and Vitech analysts’ preliminary mapping of those requirements to the V3 solution. The Upgrade Analysis that Vitech performed in 2015 provides a strong foundation for effective preparation for each sprint. The Ask List is typically provided 4 weeks prior to kickoff for a given sprint.

- NYCPPF staff compiles answers or sample materials that best address these questions and convey any additional information they believe will provide valuable context regarding the stated requirements. The goal is to turn the responses and related discovery materials (e.g. forms, plan docs, user stories) to the Vitech team 1-2 weeks prior to kickoff for a given sprint.

In Sprint Execution:

- Vitech first presents an overview and demo of the applicable V3 functionality for that sprint to orient the NYCPPF team members.

- The collective team then reviews the discovery materials (e.g. Ask List response and associated materials) and the RTM line items associated with the sprint to confirm the understanding of functional requirements and how they map to the V3 solution. These sessions are highly productive and focused on targeted clarifications of the information provided with the RFP, not for a general review of requirements.

- Further, this dialog is not solely paper-based. Sprint sessions are typically conducted via iterative demonstration of the actual V3 solution as initially configured for NYCPPF to convey the “how” a particular requirement can be accomplished with the solution. Supplemental white boarding is also very helpful in aligning understanding of key concepts and alternative approaches.

- The output of the session includes minutes, updates and clarifications noted on the Functional Checklist and the RTM.

- The Functional Checklist, RTM and user stories then form the basis for driving the V3 implementation, and verification and testing of requirements delivery.
This methodology is highly effective in the understanding that the requirement and the V3 solution are well aligned. It is also very helpful in providing NYCPPF team members with a tangible understanding of how a requirement will be met. With Vitech’s Agile Delivery methodology, any misunderstandings are surfaced very early in the process and addressed in the next iteration of the configured system.

Throughout this process, the RTM from the RFP is the baseline against which requirements delivery is tracked. Vitech captures in the RTM the clarifications that emerge through the Sprint Preparation and Sprint Execution. In addition, the Solution Design Document which is compiled throughout a Track to document how business processes are addressed in the configured V3 application also captures the solution relative to those RTM requirements.

I-7.8 Discussion of Change Request Reporting (CRR)

I-7.8.1 Change Orders

During the Launch/Requirements Confirmation Phase, the project will formally adopt a Change Control process that confirms the joint project leadership team can anticipate, quickly respond to, assess, and manage the impact or incorporation of any change on the project. Vitech will work with NYCPPF to address timeframe, cost, and the specifics of the change.

Vitech’s Project Management methodology includes change control processes designed to address any change to the agreed upon project that might impact solution timing and/or cost including changes to Scope, Functional or Technical Requirements, changes to Solution Design after Design approval, and changes to Dates, Client Staffing Levels, Roles and Participation.

Following is an overview of the Change Control process we would recommend:

- Upon identification of a potential change, the Vitech Project Manager reviews the item, conferring with NYCPPF and Vitech project team members, as appropriate, to fully understand the issue or request. If the emerging change was not initiated by NYCPPF, the Vitech Project Manager notifies NYCPPF of the potential change. This basic notification can be delivered in writing during the next weekly status report or scheduled change control meeting, verbally during the next status meeting, or through appropriate ad hoc communication. We designed this initial notification to (1) quickly initiate required internal review and (2) serve as the Vitech Project Manager’s official request to NYCPPF regarding whether or not the potential change requires further analysis preceding development of a formal change request. At this stage, the change scope, cost, impact, or alternatives is not yet discussed.

- If NYCPPF approves further analysis, the Vitech Project Manager will initiate an analysis of requirements and the crafting of a Concept of Solution. The Concept of Solution explains how your Vitech team proposes addressing the potential changes within the context of the solution. This is a functional solution and does not factor time and cost impact. The specifics of the change will dictate the activity owners and participants.
• The completed Concept of Solution will then be presented to NYCPPF for review. Upon review NYCPPF will either approve or disapprove the Concept of Solution. If NYCPPF finds it unsuitable, Vitech will perform appropriate revisions and resubmit the Concept of Solution to NYCPPF until the NYCPPF team is satisfied of the solution and has confidence it will be sustainable.

• Following NYCPPF’s acceptance of the Concept of Solution, Vitech will perform an impact assessment considering time and cost. At this time, your Vitech team will prepare and present a formal Change Request for review by NYCPPF.

• Our Change Request pricing factors the following components (in hours and plan impact): management, detailed analysis, solution design and specifications, execution, rework, testing, regression, training, requirements, documentation requirements, and contingency. Any increased functionality, enhancement or modification would be based on the hourly rates provided with our proposal. Fixed prices quotes may also be provided for NYCPPF’s consideration.

• The potential implication and required work in each category are generally more significant when the change occurs later in the project. The cost of change escalates later during the project due to the impact on already completed designs, configurations, and tested solutions.

• Vitech anticipates NYCPPF will allow Vitech 10 business days to develop an appropriate change order if the magnitude of a change request is so large as to require additional time for review, analysis, planning, and estimation. If Vitech requires additional time to process a request, Vitech will notify NYCPPF within 3 business days of receiving the request that additional time is required, and will provide an estimated completion date. While we do not expect many NYCPPF changes to fall within this category, our intent is to ensure Vitech is allotted adequate time to fully respond to the request.

• Once a change order has been approved, the work is posted to the change tracking log, allocated to the delivery team and added to the project plan. Like all other work, status will be provided on a weekly basis as to the progress of the work efforts. The delivery methodology for changes is the exact same methodology used for implementation work and post-production support. The team will work with NYCPPF to configure, verify, validate, system test, and acceptance test. Once accepted the work will be targeted for a production deployment cycle and communicated to the team so that any updated documentation or training can be conducted to coincide with the deployment

I-7.8.2 Deliverable Changes

The process for providing a “credit” for deliverables or portions of deliverables deemed unnecessary by NYCPPF is described below:

• To determine credit values, Vitech will create estimates of each task that would have been required to meet the requirement. Each estimated task will contain a resource allocation estimate and pricing structure. Adding the price of all estimated tasks, then subtracting the efforts related to such analysis will result in the credit value.
• We agree that the concept presented in RFP section C.5.3.5 should apply to requirements that are restored prior to the commencement of configuration and coding. However, the incremental cost of adding back requirements late in the project may exceed the initial effort, had the requirement not been removed in the first place. This increased effort results from the economy of scale earned from doing work while the team is in full force.

• Vitech anticipates, however, that if the restoration request occurs after the commencement of configuration and coding, Vitech will need to review the potential impact this will have on the solution implementation. The impact review will ascertain if the requirement restoration at the current stage of the project will require re-work of other system areas and re-testing. If requirement restoration at the project’s current stage is found to impact the project, Vitech cannot promise the cost will not exceed the value of the issued credit memo. Vitech will provide NYCPPF with a detailed breakdown of the additional costs for NYCPPF to review and approve.

I-7.8.3 Change Request Reporting

Vitech’s project managers use a standard approach for managing and facilitating change requests. Identified changes are immediately logged as an entry into the Excel-based Change Request Reporting tool and subsequently tracked through the change lifecycle. Items are logged when requirements or design discussions surface an emerging need for a change and are tracked through the various stages of analysis, solution design, sizing and evaluation. NYCPPF’s determination regarding the course of action is also considered.

The weekly status meeting includes discussion of the CRR activity. Vitech will also provide executive level status reports for the Steering Committee meetings. These will be a spreadsheet format, summarizing current phase-to-date change requests, and including graphics illustrating trends in change requested received and satisfied, as well as the existing backlog of authorized change requests at any point in time.

During the Launch phase early in the project, Vitech will deliver a Change Control Methodology document which will describe in detail the methodology, tools and reporting standards established with NYCPPF for the project.

<table>
<thead>
<tr>
<th>No.</th>
<th>Change Control Item</th>
<th>Functional Area</th>
<th>Description</th>
<th>Change Type</th>
<th>How Initiated/Detail Docs</th>
<th>Cost</th>
<th>Delay</th>
<th>C/R</th>
<th>Solution</th>
<th>Council</th>
<th>Decision/ Approval</th>
<th>Implemented</th>
<th>Approval</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Backup and Recovery</td>
<td></td>
<td>Change from full to incremental backups</td>
<td>Scope</td>
<td>Weekly Status Mtg. 10/20/2010</td>
<td>$Y</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>10/10/2011</td>
<td>10/20/2011</td>
<td>Y</td>
<td>Implemented</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Securing Separator Sheet and Imaging</td>
<td></td>
<td>Change bar code on separator sheets</td>
<td>Policy</td>
<td>1/23/2010 Imaging Design session</td>
<td>N</td>
<td>NA</td>
<td>N</td>
<td>N</td>
<td>1/22/2012</td>
<td>1/22/2012</td>
<td>NA</td>
<td>Withdrawn</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>New Release update for Tier 3/4 members</td>
<td>Loans</td>
<td>Issued on guidance from The Law Dept. all Tier 3/4 members as of 7/1/12 are issued at 6% interest rate (exclusion of insurance at a rate of 3%). This interest rate has already been implemented by Prudential and the previously issued loan was updated accordingly. The interest rate will remain in effect until further notice.</td>
<td>Legislative Change</td>
<td>DB Memo - Loan Interest Rates Tier 3.4.doc</td>
<td>Y</td>
<td>10,000</td>
<td>N</td>
<td>N</td>
<td>8/11/2012</td>
<td>8/31/2012</td>
<td>8/31/2012</td>
<td>Y</td>
<td>Implemented</td>
</tr>
<tr>
<td>4</td>
<td>Network Redesign</td>
<td></td>
<td>State IT is stabilizing its backup change management solutions to adhere to new standards.</td>
<td>Scope</td>
<td>Y 260,033</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>8/11/2012</td>
<td>8/31/2012</td>
<td>10/15/2012</td>
<td>Y</td>
<td>Implemented</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Conversion of Inherited Accounts</td>
<td>Contributions &amp; Distributions</td>
<td>As per the law, upon the death of a participant, the entire balance of the account will be converted to fixed deposits, based on the yield value as of the month of death. Creditors or interest. The annuity will be issued in installments over a period of time. The entire balance will be converted to variable units with yield value as of the month of death of the participant.</td>
<td>Policy Change</td>
<td>DB Memo - Conversion of Inherited Accounts</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>12/31/2012</td>
<td>1/15/2013</td>
<td>Y</td>
<td>In Implementation</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>New Member Status Codes</td>
<td></td>
<td>Changing differences in status flow in data and DC mapping. State Fund has consolidated accounts and code and added others in legible current year 30290 design.</td>
<td>Data inconsistency</td>
<td>DB Conversion Test Cycle 4 Scenarios and details</td>
<td>TBD</td>
<td>NA</td>
<td>N</td>
<td>TBD</td>
<td>9/15/2013</td>
<td>TBD</td>
<td>TBD</td>
<td>In Analysis</td>
<td></td>
</tr>
</tbody>
</table>

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I-7.9 Risk Management Methodology

Defined early in the project, the Risk Management Reporting Methodology defines how the NYCPPF project will identify and define, assess, mitigate and report on any risk to the project’s success. Our implementation methodology includes regular use of Risk Management techniques in conjunction with our joint project management discussions throughout the life of the project. During the Launch/Requirements Confirmation Phase of the project we will present our proposed approach and jointly tailor that to NYCPPF’s needs.

Throughout the project at both the weekly status meetings and monthly steering committee meetings, we will review all tracked risks, discuss their priority and the strategy to mitigate or dismiss the risk.

Vitech’s Account Executive and Project Manager will conduct regular reviews of the status of identified project risks to confirm appropriate mitigation strategies are in place and report on the project’s risk status. We will commit to working with NYCPPF’s leadership to review and conduct further risk mitigation analyses on an ongoing basis.

Risk Mitigation describes the approach and activities necessary to prevent a risk or reduce risk severity. The best corrective action is to avoid problems altogether. We can facilitate this goal using thorough early risk identification and assessment. If unforeseen problems arise, immediate actions may be necessary to mitigate impact, followed by the development of new contingency plans.

Vitech and NYCPPF will meet periodically during the project to review newly identified risks for completeness, clarity, duplication, urgency, validity, and common understanding. Additionally, risks are classified into established categories as illustrated in the sample provided in the following table.

<table>
<thead>
<tr>
<th>Category Name</th>
<th>Description / Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>People</td>
<td>A concern that involves project resources or stakeholders, i.e. they will not buy-in or sponsorship or stakeholder support wanes</td>
</tr>
<tr>
<td>Process</td>
<td>A concern that an area of the project, like design, communications, conversion will not meet the set expectations or the proper procedures are not in place to confirm quality deliverables.</td>
</tr>
<tr>
<td>Technology</td>
<td>A concern that the application will not meet the needs or the hardware or its configuration may cause problems.</td>
</tr>
<tr>
<td>External</td>
<td>Concern that external organizations/members/employers/legislature will impose a threat to the project or may not adopt change or be able to change sufficiently in the timeframe expected</td>
</tr>
</tbody>
</table>

Once categorized, a risk is assigned a weighting based on three possible risk factors:
Probability of occurrence – Assessment for this factor is based on the likelihood the event will occur. Assigned weights may include experience or known mitigation factors already in place. The table below illustrates weights applicable to this factor.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlikely</td>
<td>1</td>
</tr>
<tr>
<td>Somewhat Likely</td>
<td>2</td>
</tr>
<tr>
<td>50/50 Chance</td>
<td>3</td>
</tr>
<tr>
<td>Highly Likely</td>
<td>4</td>
</tr>
<tr>
<td>Nearly Certain</td>
<td>5</td>
</tr>
</tbody>
</table>

Impact – Assessment for this factor is based on the project impact should this risk occur. For example, if all project managers resigned, the project impact would be weighted as 5. The following table illustrates weights applicable to this factor.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor impact on cost, schedule, performance, etc.</td>
<td>1</td>
</tr>
<tr>
<td>Moderate impact on cost, schedule, performance, etc.</td>
<td>2</td>
</tr>
<tr>
<td>Significant impact on project baselines</td>
<td>3</td>
</tr>
<tr>
<td>Critical impact on project baselines</td>
<td>4</td>
</tr>
<tr>
<td>Disastrous impact, probable failure</td>
<td>5</td>
</tr>
</tbody>
</table>

Level of Control – Assessment for this factor is based upon the difficulty of controlling the risk with mitigation actions in place if the risk were to occur. The following table illustrates the weights applicable to this factor.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essentially avoidable through selected risk mitigation actions</td>
<td>1</td>
</tr>
<tr>
<td>Highly controllable through organization or project actions</td>
<td>2</td>
</tr>
<tr>
<td>Moderately controllable through organization or project actions</td>
<td>3</td>
</tr>
<tr>
<td>Largely uncontrollable by the organization or project actions</td>
<td>4</td>
</tr>
<tr>
<td>Uncontrollable by the organization or the project</td>
<td>5</td>
</tr>
</tbody>
</table>

The sum of the three factors (probability of occurrence, impact, and level of control) determines the risk Significance Level. The Significance Level is a measurement used to determine the level of significance associated with a risk. As the significance level increases in value, the risk is considered more substantial.
I-7.10 List of Top Ten Risks Foreseen

Vitech looks forward to further discussing and finalizing mitigation strategies for not only this initial risk list but any risk that NYCPPF also perceives for this project.

<table>
<thead>
<tr>
<th>#</th>
<th>Risk</th>
<th>Occurrence Probability</th>
<th>Mitigation Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Failure by client to adequately staff the project (right people, right amount, right time); for any reason (staff availability, illness, resignation, intention, etc.)</td>
<td>High</td>
<td>Provide the right resources at the right time. Minimize competing priorities. Identify resources needed in advance and schedule the resources for appropriate activities. Review and adjust staff schedules to allocate appropriate time to the highest priority items.</td>
</tr>
<tr>
<td>2</td>
<td>Steep learning curve in support of the new technologies / Skill sets of the current support staff may not align with the required skill sets to support the new system environment.</td>
<td>High</td>
<td>Client management and Vitech management to make decisions during the development phase on the level of support to be provided by client technical staff versus Vitech technical staff. Further, provide training to client staff to allow them to perform such duties. Contract with Vitech for systems support post go-live.</td>
</tr>
<tr>
<td>3</td>
<td>Client staff not properly empowered to make key decisions, forcing all decisions to be single threaded / Lack of cooperation/agreement between departments.</td>
<td>High</td>
<td>Client management empowers key staff to make key decisions during the Sprints, providing a well understood guideline to the types of key decisions they are empowered to make. Cross-department decisions should require key client staff from each department to make the decision, and only in case of lack of agreement client management should be involved. During design sessions, empowerment rules should remain intact, even if management is in the room.</td>
</tr>
<tr>
<td>4</td>
<td>New legislation enacted with an effective date that impacts the functionality requirements of the legacy and the new system.</td>
<td>High</td>
<td>Establish a regular method and schedule of communications to make sure that the project team is kept aware of updates on possible new legislation. However new legislation cannot be completely prevented. Prioritize all projects and allocate resources to the highest priority projects and implement Change Control Plan.</td>
</tr>
<tr>
<td>5</td>
<td>Ineffective or inadequate project communications.</td>
<td>Medium</td>
<td>Attempt to &quot;brand&quot; the new system in order to create recognition and interest in the project, and help the members and employers keep pace with the developments of the system. Discuss a continued series of articles regarding progress toward implementation of the new solution, as well as a newsletters and &quot;ad hoc&quot; meetings to be scheduled when the need to inform the stakeholders arises. Re-evaluate the communication channels and methods used to reach out to the stakeholders. Review issues and risks associated with failure to communicate. Assess shortfalls and implement changes to improve communication.</td>
</tr>
<tr>
<td>#</td>
<td>Risk</td>
<td>Occurrence Probability</td>
<td>Mitigation Strategy</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Lack of buy-in and support from the staff / Reluctance to accept and adopt the new system.</td>
<td>Medium</td>
<td>Project team to involve overall client staff by soliciting information from staff at appropriate times during the development of the new system. Project team to maintain open channels of communication with overall client staff per a Communications Plan. Increase client management participation. Emphasize benefits of the new system to the staff.</td>
</tr>
<tr>
<td>7</td>
<td>Delay in review and turnaround of project materials by client and/or any third party vendor.</td>
<td>Medium</td>
<td>All Project Managers meet and discuss a solution to improving the review process. Monitoring of the review process for project artifacts and deliverables to identify any delays and address them at the earliest possible time.</td>
</tr>
<tr>
<td>8</td>
<td>Scope creep in definition of business functions or other aspects of the Implementation process.</td>
<td>Medium</td>
<td>Monitor scope closely as the project team engages in requirements definitions. Once the requirements are defined, any additional requirement will go through a &quot;change request review&quot; process to determine if it existed or was added, expanding the scope of the project. Review project plan and project budget tracking sheets to determine the impact, communicating results to a Project Oversight Committee for a decision to move forward on scope change.</td>
</tr>
<tr>
<td>9</td>
<td>Data integrity issues with client data to be converted.</td>
<td>Medium</td>
<td>Begin Data Conversion processes as early as possible in the project. Identify currently known data issues, as well as previously known issues that were fixed (catalogued in case fix is actually the source of a newly discovered problem during conversion). Hire a Data Quality Service Provider to conduct an audit of the database.</td>
</tr>
<tr>
<td>10</td>
<td>System performance is not adequate for production processing.</td>
<td>Low</td>
<td>Adequately test all components of the system performance against requirements and expected results. Establish baseline to measure progress toward acceptable levels. Analyze system components to determine if performance issues are related to hardware and operating software or the application. Once determined correct the problems and retest until system meets required levels of performance.</td>
</tr>
</tbody>
</table>
I-7.11 Delivery Repository

Vitech affirms our commitment to meeting the RFP’s requirements for the project’s deliverable repository. Each deliverable will be submitted in the appropriate Microsoft Office product suite format. Vitech will use Atlassian Confluence as the project document repository and shared project management and communication tool. Access to Confluence will be granted upon NYCPPF’s execution of Vitech’s related access agreement and only for as long as NYCPPF pays its Upgrade Subscription and Maintenance and Support Fees in accordance with the Agreement and Vitech makes such tool generally available to its clients. Following execution of such agreement, Confluence will be accessible from any modern web browser over the Internet. We are proposing to provide access to up to 20 NYCPPF users during project implementation and as a part of our upgrade subscription package. Vitech will be responsible for the organization, timeliness and completeness of the repository contents throughout the project, with write permissions to add, delete and modify entries. All other project participants will have read only access until final project turnover. The Deliverable Repository will be located in Vitech’s hosted environment, backed up nightly with recovery capabilities.

A sample Confluence site structure for a representative project’s Deliverables Repository is included below. Vitech’s Project Management methodology typically aligns the site and repository structure with the Sprint Plan structure. This has proven highly effective in supporting the true work of the project and facilitating ease of use across the team. Confluence is from the same family of products that Vitech’s other tools such as Jira and Zephyr and hence is able to leverage the power of those products seamlessly into its shared information space greatly enhancing our ability to provide up-to-date, reliable project information to all stakeholders.

Vitech will produce a document describing the deliverables repository, how it is organized, how items can be accessed and recovered, if necessary. We will train NYCPPF staff in the use of the repository.

Confluence as a Project Management Tool will host the following types of project information. It is accessible to all authorized users over the Internet from any modern web browser, including mobile browsers.

- Project-related News and Announcements
- Document repository for all shared project deliverables
- Meeting notes and task lists
- Project-related Events and Calendars
- Glossary, terms and FAQs
- Team structure and contact information
- Release Notes
- Project Status Reports
- JIRA reports summarizing open and closed project issues
- Zephyr reports summarizing test cases and testing status
- Project related Media such as photos and videos
- Shared links and information about various environments.

**Deliverables Tracking**

Formal tracking of deliverable status, review and acceptance is important for effectively preserving the project pace to meet the required implementation timeline and for enabling the new V3 solution to meet NYCPPF requirements. Vitech will provide a methodology and central computerized Deliverable Controls Repository for shared tracking of the current status an each deliverable, from creation through final delivery.

The Microsoft Project Plan tracks key Milestones/Deliverables and Vitech’s status reports will also highlight all deliverables and their respective status. Driving toward these goals and addressing
any risks associated with the deliverables is a key focus of the dialog between the NYCPPF Project Manager and Vitech Project Manager.

- Vitech will establish a central Deliverables Repository using Confluence as the project tool. This step is performed during our proposed Launch Phase. This Repository will always provide the current status of any particular deliverable (written or software). It will be readily available to the NYCPPF Project Manager to review on-line (assuming that NYCPPF has been granted access to Confluence) or via hardcopy reports.

- The Repository will contain a separate tracking record for each revision/release of each deliverable. The record will include key deliverable information such as:
  - Title and identifier
  - Release number (current version of deliverable)
  - Date of Issue
  - Project phase to which deliverable pertains
  - Short description of the deliverable
  - Name of person who is the current owner of the document (e.g. name of Vitech team member submitting the document or to whom it has been assigned at NYCPPF)
  - Date review response is due from the assigned party

- The Deliverables Repository will be kept current and used to generate reports for project management status meetings in a cumulative table format. Vitech will reference these reports to highlight all deliverables issued during the status-reporting period and anticipated turnaround dates. The NYCPPF Project Manager and Vitech’s Project Manager will jointly review the Deliverable repository to make sure there is concurrence on the progress and status of all deliverables.

- A copy of the cover/transmittal message accompanying the deliverable from Vitech to the NYCPPF Project Manager and NYCPPF OPM consultant will be stored with the deliverable record and organized by revision or release date.

We understand the NYCPPF Project Manager will record receipt of NYCPPF responses to a given deliverable, and facilitate across the appropriate NYCPPF functions to prepare a single consolidated response to Vitech. Vitech’s weekly status reports reviewed at the Project Status Meetings will highlight all deliverables and their respective status. For all deliverables issued during the period, the report will include a summary in cumulative table format capturing the delivery and anticipated turnaround dates. Periodically, Vitech and the NYCPPF Project Manager will also reconcile their respective deliverable control files to make sure that they are fully in sync.
Appendices

Appendix I-7.A  List of Documentation delivered with System

Vitech will deliver the following project, Work Process, and system administration documentation as part of its proposed offering.

Project Operations Documents

- Communication Plan
- Concept of Operations Document
- Development Methodology Overview
- Risk Management Reporting Methodology
- Change Control Plan
- Problem Incident Reporting Methodology

Other Written Deliverables

- Detailed Project Work Plan
- Statements of Work
- Updated Requirements Traceability Matrix
- Detailed System Design Specifications
  - Solution Design Documents
  - Report Specifications
  - Document Specifications
  - Interface Specifications
  - Workflow Specifications
- Data Conversion Plans
- Test Plans
- System Security Plan
- Disaster Recovery Plan (for information processing)
- Implementation Plan
- Training Plan
- Testing Certifications
- Rollout Cutover Plans
- Weekly Status Reports
- Monthly Executive or Steering Committee presentations
**Additional Agile Artifacts**
- Ask Lists
- Functional Checklists
- Meeting Agenda and Minutes
- Backlog List

**User Documentation**
- Work Process Manual
- Work Process Online Help

**User Training Documentation**
- V3 Learner's Guides for NYCPPF End Users (Presentations and Lab Exercises)

**System Administration Documentation**
- V3 Administration Guide – Benefits Administration and Workflow Administration
- V3 Application Security Guide
- V3 System Installation Guide
- V3 Application Security Guide
- V3 Configuration Guide

**Additional Notes**
The manuals will reflect the 'as built' nature of the COPS 2.0 solution. Documentation for hardware and software already in use at NYCPPF is not supplied unless it will be used in COPS 2.0.

NYCPPF will obtain any permissions it needs for materials not controlled or copyrighted by Vitech so that material may be copied for NYCPPF use, and as needed, the electronic source provided.
Appendix I-7.B  Approach to the Tracking of Written Deliverables Samples
See sample on Section I.7-11.

Appendix I-7.C  Sample Status Report
A sample status report is attached.

Appendix I-7.D  Sample of Executive Level Status Report
A sample of Executive Level Status Report is attached.

Appendix I-7.E  Draft Data Conversion Plan
A sample Data Conversion Plan is attached.
## I-12 SDLC Methodology Overview

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Vitech is proposing to upgrade COPS 1.0, which is based upon a legacy version of Vitech’s V3 software, to the latest version of V3, version 10. V3 version 10 is a purpose-built, commercially available off the shelf (COTS), widely installed solution designed specifically for the needs of organizations exactly like NYCPPF. It is a fully browser-based application that offers NYCPPF deep benefits administration functionality and robust enterprise features including CRM, ERM, ECM, workflow management, business intelligence, self-service portals and more in a single, fully integrated system.

Because COPS 1.0 included custom components the work associated with the upgrade also includes efforts more commonly associated with a new implementation. So, our SDLC is largely the same for a migration and a new implementation, with the exception that Vitech has the advantage to understand the original NYCPPF-specific configurations and customizations from COPS 1.0.

Vitech’s implementation methodology is based on industry best practices, including PMBOK, PMI and contemporary Agile principles. Vitech employs an Agile Methodology that emphasizes iterative, incremental solution development through collaborative design and configuration that gives NYCPPF staff multiple opportunities to validate requirements and solution design. This proven approach provides strong control constructs, and rapid and iterative delivery based on real user feedback. It is our experience that this approach will significantly optimize the value and impact of NYCPPF’s efforts, while minimizing risk to the project. We use the software itself as the design canvas, giving NYCPPF access to the evolving solution early and often during deployment.

NYCPPF can be confident this methodology optimizes the collaboration between Vitech and NYCPPF’s team members so that the focus is always on the project’s true objective… a well configured, high performing V3 solution that meets NYCPPF’s specific requirements.

This methodology is defined by four key characteristics:

- Incremental, iterative design & configuration
- An emphasis on configured software, not paper-based deliverables
- A steady, transparent work cadence
- Continuous review and testing

It is premised on our core beliefs:

- Configured, verified software is the best measure of a project’s progress because it is the ultimate measure of a project’s success.
- Quality is best when testing occurs contemporaneous with a solution’s assembly, not only as a fail-safe after its construction.
- Teams perform best when pursuing short-term, aggressive but achievable, well-defined, clearly measurable objectives.
- Efforts are maximized when supported by daily, cross-team communication, collaboration and planning.

This is a powerful approach that will improve the quality and suitability of the delivered solution, minimize surprises and miscommunications, maximize impact of work efforts, and mitigate project risk.
High Level Phasing

Conceptually, our methodology is organized into the following delivery phases: Launch Phase, Implementation Phase, and Deployment Phase, as displayed in the below generic project plan.

This section provides a description of the process and nature of the work during each project phase.

Launch Phase

The overall project commences with a Launch Phase. This project phase establishes the RFP Phase 1 deliverables and includes Phase 2 Requirements Confirmation to lay the foundation for success. In the Launch Phase, we will undertake the following key activities:

- **Onboard Project Team Members** - Vitech will orient NYCPPF members as to the project’s scope, objectives and delivery methodology. In addition, Vitech will provide NYCPPF project team participants with initial training in the general functionality, structure and approaches.

- **Establish Project Governance and Operations** - Vitech, NYCPPF and the OPM project team leadership will define and document project governance and operating standards, such as standing meetings, status reporting, steering committee, change management process, risk management process and the project’s communications plan.

- **Requirements Confirmation** - Vitech will conduct sessions to review the details of NYCPPF’s Requirements Traceability Matrix to confirm that Vitech understands a specific requirement, considers the configuration approach to implementing that requirement (e.g. via Business Rule, batch) and that the functionality is slated into a Sprint. Vitech produces output of the sessions including minutes, updates and clarifications posted to the Requirements Traceability Matrix. The joint team concludes Requirements Confirmation with a solid foundation for beginning the Implementation Phase.

- **Conference Room Pilot** - Vitech will conduct a Conference Room Pilot (CRP) that includes end-to-end processing for core admin processes. The CRP will act as a valuable orientation session for NYCPPF while providing Vitech with valuable feedback as we commence the project’s design and configuration activities.
• Finalize Sprint Plan and Detailed Workplan - After confirming the requirements, Vitech will conduct planning sessions to confirm the delivery approach and finalize the Sprint Plan. The Sprint Plan both drives the work and allows the executive team and Steering Committee to monitor the progress of the project with focus on achieving the agreed timeframes and milestones.

• Set-up Infrastructure – Start the process to procure and install the instances required for NYCPPF’s V3 development, testing and data conversion.

Implementation Phase
The Implementation Phase is the heart of the COPS 2.0 design and configuration, performed within NYCPPF’s Phase 4. This work includes:

• Licensed Software Configuration/Sprint Execution - Designing and configuring the solution in line with the sprint plan in order to effectively meet NYCPPF requirements as documented in the Requirements Traceability Matrix. All the key entities, such as employers, members and plans, will be set up. Core business and enterprise functionality will be configured, implementing NYCPPF’s specific Data Attributes, Rules, Calculations, Batches, Reports, Documents and Correspondence, Workflows and Security.

• Solution Integration and Interface Development - Code and configuration of the imports and exports to support system integration, including with Sage for NYCPPF’s financial accounting.

• Infrastructure Implementation - Installation and set-up of the hardware, database software and other software required for the various environments required by the project.

• Legacy Data Conversion - Map the legacy data to the Licensed Software, execute iterative data conversion cycle tests to load the data into the Licensed Software.

• Verification Reviews – Structured Walkthroughs conducted at the conclusion of each Sprint to confirm foundational direction of the design for the designated “chunk” of functionality, before building further on that framework and advancing to the next sprint.

• Validation Testing - Four 4-week hands-on testing cycles for NYCPPF to confirm the design of the configured functionality.

Deployment Phase
The Deployment Phase is performed within NYCPPF’s Phase 4 and includes the following key activities:

• Vendor Acceptance Testing and User Acceptance Testing - For each Rollout, Vitech executes Vendor Acceptance Testing before turning the system over to NYCPPF for final User Acceptance Testing in NYCPPF’s environment, with converted data.

• Solution Training and Documentation - For each Rollout, Vitech prepares materials and conducts training for NYCPPF’s project team members, regular end users, power users, business administrators and system administrators.

• Final Cutover - For each Rollout, the detailed Implementation plan for executing both the systems and operational go-live steps is prepared, Final Data Conversion is executed, and support plans are in place. At the conclusion of this work, NYCPPF’s new system is live in production and the applicable legacy systems are fully retired.
Agile Project Structure and Execution

Vitech’s implementation and project management methodology is a proven approach blending the best of Agile and Waterfall implementation approaches. Our methodology is built on industry standard SDLC principles and focused on the iterative delivery of configured V3 software based on user and subject matter feedback. Vitech’s SDLC, and associated project management and data conversion approach, provide a disciplined and highly-effective approach to drive targeted progress and quality. Requirements will be incrementally delivered and demonstrated by putting the configured software in the hands of users early and continuously throughout the project. This incremental delivery approach drives alignment, transparency, buy-in, and early identification of issues or concerns.

Our solution implementation methodology applies the principles of Agile to those project components that best benefit from an Agile approach, while leveraging a waterfall approach for those project components not well-suited for an Agile approach. We have found that this approach maximizes success, mitigates risk, and enables NYCPPF to gain confidence in the solution as the project moves toward operational transition.

The Agile approach is used for development of requirements from a business processes perspective. The tracks of work are organized to sequentially build the business processes from functional area to functional area utilizing iterative and incremental configuration. The Agile components of the project focus on core V3 product settings, page layouts, field attributes, validations, and business rules. In these tracks we use the software itself as the design canvas, giving the client access to the evolving solution early and often during deployment. We preconfigure V3 to accelerate configuration process.

The below figure is a high-level representation of the methodology showing both the Agile and Waterfall segments, as well as their interaction as they are consolidated for validation testing.
Sprint Approach, Execution, and Verification

The key unit of execution within the Agile approach is the “Sprint”. Each Sprint focuses on a specific collection of solution requirements. As a series of Sprints progress, they add up to a complete delivery of configured functionality within a given “Track”. A Track is a major category of functional requirements and/or business processing. Across Tracks, Sprints start and stop at the same time so the entire project is moving in lock step with a steady cadence. Sprints within a track run sequentially, never concurrently.

While this section focuses on the Agile approach, the Waterfall approach is used for development of requirements where the design can be finalized without the need to iterate development and is covered later in this section. Such requirements will be finalized in a specification document prior to the start of development and include reports, queries, documents, workflows, imports, and exports.

This is a proven methodology that applies what we believe to be the best SDLC approach to each requirement with the goal of invigorating business process enhancements, delivering the right solution to the client, and maximizing project team efforts. It is our priority to make efficient use of a client’s time and provide the client with maximum visibility into the configured end state while minimizing rework cycles with the development team. Our approach provides a high degree of project management and control capabilities. It provides metric-based measurement, management visibility, effective communication and most importantly, tangible business results.

Each Sprint is made up of a Prep, an Execution, and a Verification. As introduced above, Sprints follow a standard overlap structure. Sprint Prep occurs during the preceding Sprint’s execution and the current Sprint’s verification overlaps with the next Sprint’s execution.

**Prep**
The Sprint Prep is used by Vitech to define the functional and component scope of a Sprint. Sprint Prep occurs in the Sprint cycle preceding the Sprint in question. It overlaps with the prior Sprint.

During Sprint Prep, the Vitech team will prepare and submit to NYCPPF a Functional Checklist. The Functional Checklist describes in bullet form what will be demonstrated in the application (conceptually or configured) by the end of the Sprint. It is the basis for the target scope of the Sprint and against which completeness is measured at the end of the Sprint. (Incomplete items at the end of the Sprint are added to the backlog.) Prior to the end of Sprint Prep, NYCPPF will confirm the Functional Checklist and participate in process review sessions. During the Sprint Prep sessions, NYCPPF Business Leads will elaborate on the requirements to include additional details on the attributes and business logic (validations, calculations, formatting, etc.)
In addition, at this stage Test Scenarios are started through the creation of simple user stories. User stories capture a description of a function or process from an end-user perspective and describe the type of user, what they want and why in order to create a simplified expectation of a requirement. User stories assist in the configuration done during Sprint Execution and are used during the Sprint Verification structured walkthrough. Vitech may begin configuration based on its understanding of the requirements. The following table summarizes activities and outputs for Sprint Prep.

<table>
<thead>
<tr>
<th>Activity / Output</th>
<th>Description</th>
<th>NYCPPF Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ask Document</td>
<td>The Ask Document is presented in advance of design sessions and includes questions, requests for information and requests for examples (e.g., as-is business flows, documents, reports, plan documents, etc.)</td>
<td>2 days</td>
</tr>
<tr>
<td>Functional Checklist</td>
<td>The Functional Checklist describes in bullet form what will be demonstrated in the application (conceptually or configured) by the end of the Sprint.</td>
<td>2 days</td>
</tr>
<tr>
<td>Design Session</td>
<td>For each design session, an agenda and minutes will be prepared. The minutes will include additional information gathered regarding the business process, elaboration of requirements, decisions, action items, and issues.</td>
<td>2 days</td>
</tr>
<tr>
<td>Test Scenarios</td>
<td>NYCPPF will document and provide the various Test Scenarios that need to be addressed by the COPS 2.0 software.</td>
<td>N/A</td>
</tr>
<tr>
<td>Updated RTM</td>
<td>The RTM will be updated to reflect requirement clarifications from Sprint Preparation activities. (Note: new requirements will be addressed pursuant to a Change Order).</td>
<td>2 days</td>
</tr>
</tbody>
</table>

* Review Periods are estimated and may be adjusted by mutual agreement of the parties during the project.

**Sprint Execution**

A Sprint is assigned a collection of functional requirements and the team is tasked with configuring the application to substantially meet those requirements by the end of the Sprint. Each Sprint Execution is four weeks long (across holidays, Sprints may be extended to 5 or 6 weeks).

A Sprint includes an initial demonstration in which Vitech uses the application to present application functionality related to the Sprint. During the demonstration Vitech may conduct discussions within V3 to orient users and demonstrate topics to be discussed during the Sprint. NYCPPF provides feedback and resolution to outstanding questions.

Based on NYCPPF input, Vitech configures the application, and presents the configured application (either actually configured or shown conceptually) in a Structured Walkthrough. Items not completed within the planned Sprint will be added to a Backlog List. Items on the Backlog List will be scheduled for future Sprints. The following table summarizes activities and outputs for Sprint Execution.

<table>
<thead>
<tr>
<th>Activity / Output</th>
<th>Description</th>
<th>NYCPPF Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Configured Software</td>
<td>V3 is configured to substantially meet requirements associated with the Sprint.</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### Sprint Verification

Sprint Execution is followed by a two week Verification review phase. The goal of the Sprint Verification is to verify that the designs embodied in the configured application are suitable for NYCPPF’s needs. Each Verification phase will overlap with the next Sprint. During the Verification phase, Vitech conducts a structured walkthrough of the V3 configurations for NYCPPF, demonstrating the Sprint’s configured functionality using the Functional Checklist and selected NYCPPF Test Scenarios / Test Scripts. Vitech will coordinate Sprint Verification and preparation of its in-house testing environments. NYCPPF is asked to verify that the designs embodied in the configurations properly address and support NYCPPF’s functional requirements.

Configurations will not necessarily be complete for the Verification review phase, but should be sufficiently complete for NYCPPF to reasonably understand and confirm the design. Vitech will present the Functional Checklist items configured for the Sprint. NYCPPF and Vitech will log any issues identified. Vitech will begin drafting test cases to be used for Validation Testing and User Acceptance Testing.

During Sprint Verification Vitech will begin preparing Navigation Guides for NYCPPF’s reference in conducting Validation testing. Navigation Guides document the navigation through V3 to perform a select subset of key business processes associated with the Sprint. It is a point in time job aid to assist in Validation and are not maintained. At Verification Vitech will also draft content for the Solution Design Document(s) (SDDs) which will document the V3 configurations completed within the Sprints. The SDD for COPS 2.0 will be updated, finalized and submitted to NYCPPF for review and approval during Validation Testing.

**Note:** As Sprint Verification is conducted in an environment on Vitech’s network, NYCPPF’s ability to conduct Sprint Verification is subject to execution of Vitech’s applicable related third party access agreement.

Activities and outputs for Sprint Execution are summarized in the below table.

<table>
<thead>
<tr>
<th>Activity / Output</th>
<th>Description</th>
<th>NYCPPF Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structured Walkthrough</td>
<td>A walkthrough of configured functionality using selected Test Scenarios / Test Scripts to demonstrate that the solution meets NYCPPF requirements.</td>
<td>N/A</td>
</tr>
<tr>
<td>Backlog List</td>
<td>The Backlog List identifies configurations which were not completed in an associated Sprint. Backlog List items will be jointly reviewed periodically, and these items will be rescheduled for future Sprints.</td>
<td>N/A</td>
</tr>
</tbody>
</table>
**Validation Testing Approach and Acceptance**

Collections of Sprints run together into “Validation” testing. In a Validation, the work done in all related Sprints is brought together along with supporting converted data in an integrated environment for hands-on testing. Each Rollout will include some number of Validation Testing cycles. In a Validation, the work to-date across tracks is tested together to a higher standard of functional and design completeness and the underlying configurations and designs are finalized.

Validation Testing is a key cornerstone of our Agile methodology, offering NYCPPF the opportunity for hands-on testing of the configured solution at multiple points during the project, well before UAT. In a Validation Testing phase, the work to-date for the Rollout is confirmed to a higher standard (than that of Verifications) of functional and design completeness and the underlying configurations and designs are finalized. Each Validation Testing phase is made up of a Preparation, Execution, and Completion period, described below.

**Validation Testing Preparation**: Val Prep is typically a 2-week period during which Vitech prepares the Licensed Software to be configured for Validation Testing Execution and finalizes the draft Solution Design Document (SDD) content for the related Validation. NYCPPF will prepare Test Scenarios and Vitech will prepare test cases to be executed during Validation Testing. The SDD describes how the application has been configured and how it meets the requirements covered by the Validation. SDDs are retrospective as opposed to prospective waterfall specs. They describe what has been configured, not what will be configured. They include screenshots and other artifacts from the actual configured application, not estimated mock-ups and ‘to-be’ narratives. Vitech will be responsible for test environment preparation. Vitech will also be responsible for the preparation of test plans and test cases deliverables. NYCPPF will assist Vitech in the preparation of these deliverables and provide review and approval of these deliverables.

**Validation Testing (Execution)**: Validation execution is the opportunity for NYCPPF to validate and finalize the solution design to confirm the configured Licensed Software will be in compliance with the Requirements Traceability Matrix and that any configurations supporting such designs have been substantially implemented other than logged Medium and Low Issues (as defined below). Validation Testing is not intended to be a project gate, meaning that Sprint and other V3 Project activities will continue to move forward in parallel to resolving logged Issues which may arise from a Validation Testing cycle. The goal of Validation Testing is to finalize the functional solution design and sign off on the Solution Design Document (and, if applicable, the updated Specification Document), not to have a problem-free application.

Validation Testing cycles are planned to span 4 weeks each. The first 3 weeks of the applicable cycle is for NYCPPF to test and log Issues; the fourth week of the applicable cycle is for the resolution of Critical and High Issues (as defined below) logged within the first three weeks of such cycle. All other logged Issues will be corrected by Vitech on a mutually agreed upon timeline, but will not be used for the Validation exit or acceptance criteria. The Validation Testing cycle is deemed complete when all Critical and High Issues that were logged within the first three week of the four-week testing cycle have been corrected, unless otherwise agreed between the parties.

**Validation Testing Completion**: At the end of Validation Testing, NYCPPF is presented with an updated SDD and, if applicable, an updated Specification Document, that incorporates feedback gathered during the Validation Testing. NYCPPF is also presented with an updated Issue list and an updated Backlog List. It is at this point that the SDD content and Specification Documents are
considered final and changes to the application as configured will be addressed via a Change Order.

<table>
<thead>
<tr>
<th>Activity / Output</th>
<th>Description</th>
<th>NYCPPF Review*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validation Test Scripts</td>
<td>Vitech will prepare Test Scenarios and test cases to be executed during Validation Testing</td>
<td>N/A</td>
</tr>
<tr>
<td>Test Data</td>
<td>NYCPPF will select appropriate data or prepare data to support their test script needs.</td>
<td>N/A</td>
</tr>
<tr>
<td>Navigation Guides</td>
<td>Documents the navigation through V3 to perform a select subset of key business processes associated with the Sprint. It is a point in time job aid to assist in Validation Testing and is not maintained. Content from the Navigation Guide may be incorporated into the SDD as part of the Validation but it is not a comprehensive process document.</td>
<td>2 days</td>
</tr>
<tr>
<td>Solution Design Documents</td>
<td>Documents the Licensed Software configurations, and is updated as a part of each Validation, to address the functionality delivered in the Sprints associated with the Validation. The configurations documented include attributes, validations, business rules, formatting rules (e.g., masking), and calculations to address the in scope requirements. Generally, one SDD is created for each track of work, with content incrementally added to the SDD at the conclusion of each Validation Testing cycle within the track.</td>
<td>10 days</td>
</tr>
<tr>
<td>Issues Log</td>
<td>NYCPPF will log issues with the solution design for review with Vitech, with priorities established for resolution.</td>
<td>N/A</td>
</tr>
<tr>
<td>Backlog List</td>
<td>The Backlog List identifies configurations which were not completed in an associated Sprint. Backlog List items will be jointly reviewed periodically, and these items will be scheduled for future Sprints.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Review Periods are estimated and may be adjusted by mutual agreement of the parties during the project.

“Issues” are differences in the manner in which Licensee desires that the System meet one or more requirements set forth in the Collective Contract from that which is presented by Licensor during a sprint, but prior to the finalization of a related Solution Design Document or Specification Document, as applicable, provided that for User Acceptance Testing, such Issues also meets the criteria for Defect as defined herein. Other Defects reported during User Acceptance Testing shall also be considered Issues. Issues are further categorized as follows:

- **Critical** - An Issue is identified as Critical by Licensee if the entire System or an entire module is unusable, meaning that there is an issue that prevents the user from logging into the System or performing the basic functions of a module (e.g. cannot retrieve an entity in World).

- **High** - An Issue is identified as High if a functional issue in the business process being tested prevents such business process from being completed, where no acceptable workaround exists and such business process is identified as essential by Licensee.

- **Medium** - An Issue is identified as Medium if 1) there is a workaround for the issue, or 2) if the Issue is material but appears only in limited or special circumstances, or 3) impacts a business process that is identified as non-essential by Licensee or non-essential functionality.

- **Low** - An Issue is identified as Low if it has an acceptable production workaround or is a minor issue that needs to be addressed at some point but is not essential for production use (e.g., label change or text alignment or tab order).
Criteria for Validation Acceptance

As stated above, each Validation Testing cycle is deemed complete when all Critical and High Issues that were logged within the first three week of the applicable four-week testing cycle have been corrected, unless otherwise agreed between the parties.

At the end of Validation testing, NYCPPF is presented with an updated Solution Design Document that incorporates any feedback gathered during the Validation testing cycle. NYCPPF is also presented with an updated Issue List and an updated Backlog List. It is at this point that NYCPPF signs the Solution Design Document and the designs that underlie the application as it is thus far configured are considered final. The approved/accepted specifications and solution design documents constitute meeting the requirements and any changes to the requirements and/or the design set forth in such documents following approval/acceptance thereof will follow the change control process with the sole exceptions of any instance where a change to the design of a requirement is necessitated to the extent the design of a requirement during a sprint or validation requires the redesign of a different requirement previously finalized in a Solution Design Document or Specification Document, in which case Vitech shall make such change without the need for a Change Order.
Vendor Acceptance Testing Approach and Acceptance

As the last step in the testing process for a given Rollout before turning the COPS 2.0 solution over to NYCPPF for User Acceptance Testing, Vitech performs Vendor Acceptance Testing (VAT). Vitech’s Testing methodology is fully compliant with NYCPPF’s requirements for Vendor Testing/Vendor Acceptance Testing, as well as with industry standards. Vitech follows strict guidelines for VAT (inclusive of Unit Testing, Integration Testing, System Testing, Performance Testing and Regression Testing) through to Acceptance Testing.

As seen in the below figure, a Rollout enters the VAT phase after the completion of its Sprints, Verification reviews and Validation Testing for its Tracks. After the Rollout’s final Validation Testing cycle, Vitech prepares the VAT environment with data and other requirements for the start of VAT.

The testing team will be 100% independent of the development team. In preparation for VAT testing, our independent Test Team develops a Testing Plan and creates individual VAT test scripts based on the Business Process, Employer Reporting Scenario and Life Cycle Testing requirements. These test scripts heavily leverage the test scripts used in Validation Testing. Each NYCPPF RTM requirement links to a specific test script. Conversely, each test script clearly indicates the steps relating to specific RTM requirements. Based on past experience, we anticipate designing test cases and/or test material concurrently, satisfying multiple RTM requirements. NYCPPF will review, and provide input on, the VAT test plan and scripts; ultimately, NYCPPF will approve the scripts and plan.

Test scripts will include expected inputs, steps, and expected outputs. Vitech will execute all test scripts from the Test Plan and update the Test Plan and the RTM with the results. Any Issues found in testing will be logged and routed to development for remediation. Fixes will be retested until the test script passes. Once Vitech has resolved all logged Critical and High issues as agreed upon by the parties and over 90% of the test scripts pass, Vitech will conduct a full regression test to confirm that none of the fix/patch deployments caused failures to scripts that had passed. Final results of the testing showing evidence of successful test execution will be created and submitted to NYCPPF at the conclusion of the VAT phase.

In addition to functional/unit testing and integration testing, VAT includes system testing covering stress testing, volume testing, performance testing, and benchmark testing. Following completion of
the VAT with NYCPPF converted data, we will migrate the solution to a NYCPPF UAT environment where the NYCPPF testing team will conduct UAT.

Important to overall solution testing completed by Vitech, but not necessarily a gateway preventing the transition from VAT to UAT, are tests for security (application, data, and infrastructure), failover, and backup and recovery operations. Vitech will work with NYCPPF Infrastructure staff to schedule and help execute the data and infrastructure security testing, failover testing, and backup and recovery testing.

**Unit Testing**

Vitech conducts Unit & Component Testing throughout the implementation. Such testing includes:

- **Unit Testing** – For certain complex development V3 developers follow a “Test-driven development” process. As a part of this process, as they initiate work to implement a change, developers are first required to write a failing automated test case that defines a desired change in the application. The developer then iterates code until the V3 solution they produce passes the “target” automated test.

- **Code Reviews** – For complex development V3 developers are required to have code reviewed by peers before they can commit it to the source code repository. Vitech uses a software product called “Crucible” to facilitate the execution of this process.

- **Build Verification Testing** - Vitech has developed a keyword-based application testing framework tool that is executed automatically after each product build. The testing framework called “VBOT” runs 100s of regression tests in the BVT test suite and automatically updates corresponding test cycle in Zephyr and creates work items in JIRA for any issues found. The tests are written in a modular way, with parameterized data, so each becomes a re-usable test asset for Vitech test teams. Each test case is verified independently. Each test creates data and verifies the result of its action.

**Integration Testing**

Vitech’s methodology includes performance of integration testing with both NYCPPF’s internal applications and external partners. We seek to start exercising those solution components at Validation cycles and complete execution during VAT. We will deliver our certification of integration testing completion to NYCPPF.

**System Testing**

Vitech’s System Testing includes end-to-end testing of business processing and also includes Performance and Backup and Recovery testing.

**Regression Testing**

Regression Testing is a standard discipline used throughout Vitech’s test methodology. The JIRA/Zephyr tool houses the test scenarios and scripts for use in identifying unintended consequences of application or configuration changes.

Vitech will identify up to 50 test cases that will be identified as regression test cases. With the help of NYCPPF, Vitech will identify the necessary data for these test cases and the expected results. This
set of cases will be identified as the regression test bed and during the implementation through go-live of the applicable Rollout, Vitech commits to executing the regression test bed for each deployment within the Rollout to the UAT instance. This test bed likely starts with a smaller number of cases and builds throughout the project as more functionality is configured and validated.

**Performance Testing**

Vitech will conduct Performance Testing with the LoadRunner tool to demonstrate the COPS 2.0 solution’s performance qualifications.

Vitech will also perform stress testing of select high volume processes (i.e. PCEF processing) to confirm that high volume processes can be completed within an acceptable timeframe. Such acceptable timeframe will be mutually agreed upon by Vitech and NYCPPF.

Vitech will build the performance test scripts and submit for review with NYCPPF. Vitech and NYCPPF will mutually agree on acceptable response times for such scripts, which will become the measure to be used when conducting performance testing.

**Criteria for Cutover to User Acceptance Testing (Vendor Exit Criteria)**

Following completion of the Vendor Testing with NYCPPF converted data, we will migrate the solution to a NYCPPF UAT test environment where the NYCPPF testing team will conduct UAT.

VAT shall be deemed complete when Vitech certifies that within the Rollout all tests (including but is not limited to: regression, system, integration, performance/stress, failover, backup and recovery) have been completed satisfactorily (i.e., at a minimum 95% level, meaning all testing completed with no more than 5% of the test cases having outstanding logged Critical or High Issues), unless otherwise agreed upon by both parties, and that the applicable Rollout of the Licensed Software is ready for User Acceptance Testing. Such certification shall be signed by both the Vitech project manager and the Vitech Test Team Lead (an individual separate and apart from the development staff charged only with test and quality assurance responsibility).

Upon completion of VAT, Vitech will provide test scripts and testing results (test script pass/fail information and outstanding issues).
NYCPPF User Acceptance Testing Approach and Acceptance

During Vendor Acceptance Testing for each rollout, NYCPPF and Vitech shall mutually agree to a plan for User Acceptance Testing of such rollout, inclusive of a time period in which such testing shall be conducted and NYCPPF staffing and resource commitments to support such time period (such plan, the “User Acceptance Testing Plan”). The parties shall use reasonable and good faith efforts to align the aforementioned time period (the “User Acceptance Testing Period”), while practicable, with the period of time allocated for User Acceptance Testing in the Sprint Plan.

Vitech’s Testing methodology includes UAT for each production deployment of the COPS 2.0 solution. After delivering to NYCPPF all results of VAT, Vitech will prepare the UAT environment with data and other required pre-configurations. Vitech will be responsible for the setup for User Acceptance Testing, Vitech will provide test scripts and related materials to NYCPPF prior to the start of UAT. NYCPPF and its OPM partner may develop additional test scripts. Vitech will conduct pre-UAT training for the NYCPPF training team and will provide an independent test team to support users on the NYCPPF test team in reporting UAT test results and confirming logged Issues were addressed as agreed by the parties.

NYCPPF is responsible for executing the test scripts within the UAT period until the test scripts pass NYCPPF’s approval. For the avoidance of doubt, the remediation of Issues logged during the User Acceptance Testing Period and the testing of such remediations may extend beyond the User Acceptance Testing Period. NYCPPF will log Issues as they are found and Vitech will route the Issue to development for a fix. Vitech will be responsible for updating any test scripts during UAT and for fixing logged Issues. As Issues are logged NYCPPF will categorize Issues as either needed for the Rollout’s production Rollout or not (only Critical and High Issues are needed for production). Unless otherwise agreed upon by the parties all Issues logged during the UAT period as needed for production (again, Critical and High Issues only) will be fixed and passed before deemed completion of UAT. Any remaining logged Issues will be added to a backlog with a release plan for the timing of fixes to be deployed to production.

If within the first two (2) weeks of the User Acceptance Testing Period the results of such testing do not reasonably align with the Vendor Acceptance Test results as set forth in Vitech’s Completion
Notice, the User Acceptance Testing Period will be adjusted to accommodate time for Vitech to remediate the applicable Issues.

Testing conducted in UAT will be executed against data converted from NYCPPF’s legacy system and against new data generated on the COPS 2.0 solution during execution of the UAT test cases. Our delivery methodology includes testing with converted data throughout the life of the project so that the business scenarios reflect true NYCPPF processing and the parties are able to identify any implications the legacy data may have for the COPS 2.0 solution design as early in the implementation as possible.

Criteria for Final Cutover (UAT Exit Criteria)

NYCPPF has executed the UAT test scripts (which includes but is not limited to Business Process Testing, Life Cycle Testing, Employer Reporting Testing, and Benefit Payroll Testing) and data reconciliation within the UAT period and there are no unresolved logged Critical or High Issues and no open logged Issues deemed required by mutual agreement between the parties, acting reasonably and in good faith, to be required for day 1 production operations.

Prior to cutover, Vitech’s Project Manager will coordinate with NYCPPF’s Project Manager and OPM to provide signed documentation certifying the completion of the criteria for the Rollout, as set forth herein.

We will work with NYCPPF to document any known or unknown issues in the legacy systems or processes preventing matching or balancing/reconciliation. Vitech will work with NYCPPF to develop and refine a process (and establish a duration) for addressing logged Issues that would otherwise delay final cutover.
Waterfall Project Structure for Development Artifacts

For certain components of the V3 solution, our methodology adheres to written Specification Documents. Reports and Documents have expected layouts, fields, sorting, headers, and footers. They have samples that can be produced or created. For requirements such as these the best approach is to document the requirement and design in a traditional Specification Document prior to any development. In these cases we will work with NYCPPF on creating and finalizing the Specification Document, getting NYCPPF sign-off and approval, and then moving the work into development. For these artifacts the Change Control process starts after the Specification Document is approved. The components that will be addressed in a Waterfall fashion include:

Documents and Reports

As is probably easy to imagine, it is far less effective to iteratively decide what a letter should say or what columns should be on a report. Documents and reports can also be voluminous and time consuming, so it is not effective to design the specifics in the Sprints in which the team is functionally configuring the application. For these reasons, documents and reports are addressed in their own Track in waterfall-fashioned, non-iterative cycles. We run several spec-configure-test cycles for reports and documents sequentially through the course of a Rollout. As the need for a document or report is identified in a functional Sprint, it is assigned to a future Doc/Report development cycle.

Interfaces

Similarly, the project will follow a Waterfall approach for Interface development. Vitech will be responsible for the V3-side of interfaces, creating interface Specification Documents based upon documented NYCPPF requirements and joint design sessions. After NYCPPF reviews and approves the Specification Document, Vitech will configure the Interface. Interface development follows a spec-configure-test cycle. As part of project planning activities, Vitech will assign Interfaces to interface development cycles so that they logically line-up with the related core application configuration work.

Summary: Benefits of Agile Approach

With our implementation methodology's focus on configured software in place of paper deliverables, NYCPPF is seeing the software in design and Structured Walkthrough sessions almost every day. NYCPPF is receiving a new Verification release of the software every month. NYCPPF is receiving a release for Validation testing every several months. NYCPPF is receiving a Solution Design Document at the end of each Validation cycle documenting the software that has actually been configured and approved by NYCPPF. This tangible, hands-on experience with the emerging system solution is tremendously different from a traditional paper-based design effort that describes conceptually how the software will eventually work when it is finally coded and tested.

This methodology also makes status metrics much more meaningful than typical Waterfall approaches which measure requirement analysis, system design, coding, and testing over very long periods of time well in advance of when the client has ever actually seen or tried the actual software. Instead, with Vitech’s Agile methodology system delivery progress is very tangible. Sprint progress in configuring the COPS 2.0 system, feedback from Verifications sessions using Functional Checklists, and hands-on Validation testing results provide the project managers with a wealth of real time data regarding project status and prospective planning.
The hybrid approach with Specification Documents for Documents, Reports and Interfaces helps reduce the “churn” and associated resource inefficiencies for those solution components for which there are specific NYCPPF decisions (e.g., correspondence content, format) or technical requirements (e.g., interfaces with third party partners). Getting those specs agreed upon by the Business Process Owners in advance of development reduces frustration and rework needs across the project.
Data Conversion

Our Data Conversion approach is integral to, and aligns with, our Agile methodology. Our data conversion is fully integrated within the project’s functional solutioning and delivery methodology. We recognize the importance of a clean, accurate and complete conversion to the success of the project; our two-pronged approach offers multiple benefits in preparation for such a significant undertaking.

Converting small logical data subsets for use with Validation Testing of the Licensed Software functionality offers early visibility to data challenges so they can be appropriately mitigated within the project timeline. The findings of the Validation data conversions are integrated into the full data conversion where the subsets of data are expanded, the data volume is increased and additional attributes and changes are incorporated. Periodic conversion cycles using the latest application configuration are executed and for each conversion cycle Vitech delivers Scorecards that allow NYCPPF to ascertain the progress of the data conversion and data cleansing effort. The Scorecard will identify the individual rejected records that occur during the conversion run, and include the reason the record failed.

In preparation for final Vendor Acceptance Testing, data will be extracted again, loaded into V3 and tested. Similarly, conversion cycles are run for UAT and ultimately the final cycle during the go-live.

Using a two-track approach, data conversion efforts run in parallel with the overall implementation, injecting converted legacy data into the appropriate validation testing periods while also concentrating on the full data load toward deployment. The two-track approach is summarized below.

- **Conversion for Validation Testing**: Converting logical data subsets for use with Validation testing of the Licensed Software functionality. This iterative delivery approach provides visibility to data challenges for the new application early in the project so they can be appropriately addressed and resolved. For the NYCPPF implementation we will convert data for use in testing in all four proposed Validation Testing cycles.

- **Conversion for each Production Rollouts**: Expanding the subsets to the full data sets and integrating the findings from each Validation, this track converts all of the data required for production cutover. This work increases the volume of the data and incorporates additional attributes in the data conversion, culminating in use of the full dataset for Vendor Acceptance Testing and NYCPPF UAT prior to conversion for go-live.

For projects implemented using a phased approach, such as the one proposed for NYCPPF, Vitech successfully deploys the Licensed Software in environments requiring back-bridging and forward-bridging. We are proposing four production Rollouts; where we will need to bridge information between...
COPS 1.0 and COPS 2.0 between Rollout 1 and Rollout 3, and COPS 1.0 is retired with Rollout 3 go-live.
Data Reconciliation

Data Reconciliation is an important step in the overall data conversion effort as it allows the parties to confirm that the data in V3 is complete, accurate and correct. Identifying and resolving differences in data between the legacy sources and target database assures the project team that all the data has been accounted for. The periodic reviews of the reconciliation reports help determine the readiness of the data for the cut-over to the new solution. We will also seek confirmation from NYCPPF regarding what data is not to be converted.

We will create high-level reconciliation reports of the critical data elements which validate and confirm the completeness of the data, identify any differences, and explain discrepancies. NYCPPF will provide input and guidance regarding the selection of the data elements and verify the same on the legacy source side. Record counts, summary totals and detailed comparisons will identify and explain any differences. NYCPPF will review and confirm the reconciliation results against the legacy data set. The following image provides an example of a reconciliation report.

Reconciliation Report Example

While the reconciliation is underway, NYCPPF can begin screen-by-screen comparisons of small subsets of converted data against the legacy system. This provides valuable feedback to the joint data team about the accuracy of individual sample records involving specific scenarios. Vitech is confident that the conversion, validation, and reconciliation of the data will occur correctly and that NYCPPF will be satisfied with the overall process that confirms the quality, accuracy, and integrity of the data.

Data Bridging in a Phased Implementation

While the Agile approach is very effective for Data Conversion and Configuration of the system, the bridging of the data is handled via a more traditional ‘Specify-Code-Test’ model:

- **Analysis of Legacy Data Structures**: Understand how data to be bridged is structured, organized, and processed on the legacy system to mutually determine the method(s) for extracting bridging data from or for feeding bridging data to the legacy system. Vitech reviews with the NYCPPF existing technical documentation on their legacy system including architecture, infrastructure, data information, and communication methods available. Also helpful is access to a legacy environment where Vitech can view, evaluate, and ultimately recommend a strategy to
extract, transform, load data, and communicate with V3. Documentation, knowledge, and methods gained from data conversion are leveraged. The following tasks will be performed:

- Determine which Business Functions will continue in the legacy environment and identify the data needs of those functions
- Identify existing system interfaces and the need for each going forward with each phase
- Assess with the business users and IT staff the frequency required to bridge data between these environments (real-time, hourly, nightly, weekly, quarterly)
- Identify control processes on both sides to support proper transfer of data from the source to the target environment

**Design:** Identify bridge direction, data, frequency, triggers, and events, as well as write technical specifications that include data mapping, location of transformation, default values, test plans, and identification of validation counts. Vitech and NYCPPF staff map the legacy data into the corresponding V3 area or vice versa using transformation, business, and processing rules. A detailed bridging technical specification document is produced to map between the systems are accurate and well understood before development can begin. Vitech submits bridging technical specifications and test plans to NYCPPF for review and approval prior to starting development. The bridging technical specifications document include the following:

- Detailed documentation on source and target elements including transform and processing rules, as well as default values and their descriptions are also included
- Real business case scenarios to use for testing
- Run to Run control procedures to be developed on legacy and V3 for confirmation of counts
- Triggering mechanisms or events that will create the forward and/or back bridging of data
- If applicable, header and trailer records

**Development and Testing:** Develop and test bridging programs and scripts, including extract and transform routines, send data routines, read and apply data routines, and status reporting routines. The following pieces are developed:

- Extract and Transform Routines from the source system. If data is being sent via a file, the programs are to comply with the record layout requirements expected by the target system.
- Send Data Routines to handle the transfer of source data to the legacy system, including executing extract and transform routines in regular intervals, as necessary.
- Read and Apply Data Routines on the target system to read
- Status Reporting Routines on both source and target systems
- Test Scripts scenarios that can be automated based on the test plan jointly developed during the project’s detailed design stage
Roles and Responsibilities

In order to deliver on the milestones in accordance with our proposed plan it is critical that both Vitech and NYCPPF understand and fulfill their project responsibilities. The following table summarizes roles and responsibilities for the project.

<table>
<thead>
<tr>
<th>Activity Set</th>
<th>Vitech</th>
<th>NYCPPF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Launch Phase (Project Initiation)</strong></td>
<td></td>
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<tr>
<td><strong>Launch</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Prepare Project Kick-Off Meeting</td>
<td>• Participate in Project Kick-Off Meeting</td>
<td></td>
</tr>
<tr>
<td>• Propose project governance and reporting and refine with NYCPPF and Oversight input</td>
<td>• Collaborate on establishing project governance approach</td>
<td></td>
</tr>
<tr>
<td>• Document established governance approach and develop Communication Plan, Change Control, Risk Management, PIR Process documents</td>
<td>• Provide input and review on project organization, roles, responsibilities, and project plan</td>
<td></td>
</tr>
<tr>
<td>• Update project plan and project organization, roles and responsibilities</td>
<td>• Provide facilities necessary for Vitech on-site work</td>
<td></td>
</tr>
<tr>
<td><strong>Detailed Requirements Definition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Document constituent groups</td>
<td>• Provide information on current business processes including roles, reports, key business calculations and plan descriptions</td>
<td></td>
</tr>
<tr>
<td>• Review existing systems environment and identify any additional information needs</td>
<td>• Provide information on existing systems environment and Legacy data</td>
<td></td>
</tr>
<tr>
<td>• Begin review of Data Conversion Legacy sources and note any Legacy data deficiencies</td>
<td>• Input on how business process will work in new system</td>
<td></td>
</tr>
<tr>
<td>• Design how high-level business processes will work in new system</td>
<td>• Participate in process and requirement review sessions</td>
<td></td>
</tr>
<tr>
<td>• Identification, review, and clarification of all client detailed requirements and update Requirements Traceability Matrix</td>
<td>• Review updated Requirements Traceability Matrix</td>
<td></td>
</tr>
<tr>
<td>• Prepare for and conduct Conference Room Pilot</td>
<td></td>
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</tr>
<tr>
<td><strong>Agile Execution Phase (Solution Development)</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Sprint Preparation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Review and validate information gathered during launch.</td>
<td>• Clarify and validate detailed materials as requested by Vitech to accelerate the design process</td>
<td></td>
</tr>
<tr>
<td>• Build and deliver Ask Documents and Functional Checklists for the Sprint</td>
<td>• Provide responses to the Ask Documents</td>
<td></td>
</tr>
<tr>
<td>• Prepare user stories for Sprint</td>
<td>• Prepare user stories for Sprint</td>
<td></td>
</tr>
<tr>
<td><strong>Sprint Execution</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Create and update test scripts/cases</td>
<td>• Review and provide continuous feedback during structured walkthroughs</td>
<td></td>
</tr>
<tr>
<td>• Facilitate sessions to iteratively configure the V3 application to meet NYCPPF’s business requirements</td>
<td>• Provide resolution to outstanding questions related to future state solution design</td>
<td></td>
</tr>
<tr>
<td>• Perform structured walkthroughs to demonstrate the working V3 application</td>
<td>• Verify solution design during hands-on testing</td>
<td></td>
</tr>
<tr>
<td>• Draft Solution Design Documents for NYCPPF requirements</td>
<td>• Conduct Verification review</td>
<td></td>
</tr>
<tr>
<td>• Fix any Critical Issues found in Verification review</td>
<td>• Log issues found</td>
<td></td>
</tr>
<tr>
<td>• Manage all development efforts in concert with functional track and phase leads, providing Oracle and Java development to meet specifications and in response to open work items</td>
<td>• Retest any Critical Issues</td>
<td></td>
</tr>
<tr>
<td><strong>Data Conversion</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Develop data conversion strategy document</td>
<td>• Review and provide input into the development of the Data Conversion Strategy document</td>
<td></td>
</tr>
<tr>
<td>• Draft data mapping documents (Staging Tables) based on NYCPPF input</td>
<td>• Work jointly with Vitech to map legacy Source fields to Vitech Staging Tables</td>
<td></td>
</tr>
<tr>
<td>• Draft Transformation and Cleansing Specification to transform and cleanse legacy data before entry into the Vitech staging tables</td>
<td>• Assist Vitech with analysis and policy decisions to cleanse and transform data from legacy sources to the staging tables</td>
<td></td>
</tr>
<tr>
<td>• Merge, cleanse, and transform data from COPS 1.0 to the staging tables by working with NYCPPF SMEs</td>
<td>• Merge, cleanse, and transform data from legacy sources other than COPS 1.0 to the staging tables by working with NYCPPF SMEs</td>
<td></td>
</tr>
<tr>
<td>• Load data from the Staging tables into the V3 Product Database</td>
<td>• Review Conversion Scorecard results and issues found</td>
<td></td>
</tr>
<tr>
<td>Activity Set</td>
<td>Vitech</td>
<td>NYCPPF</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Development of data conversion scripts</td>
<td>Validate Data Conversion from extract files</td>
<td>Provide knowledge on data fields and use in legacy systems</td>
</tr>
<tr>
<td></td>
<td>Report conversion results and issues in the conversion scorecard</td>
<td>Review of mappings, transformation and cleansing specifications</td>
</tr>
<tr>
<td></td>
<td>Provide reconciliation results between extracted data and data in new COPS 2.0 system</td>
<td>Cleansing of legacy data within the legacy system, as applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Validation and acceptance testing of data with new system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Review and approve the reconciliation results</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Validation Testing</td>
<td>Prepare Validation Environment (including data)</td>
<td>Assist in preparation of, and review and approve, Test Plans and Test Cases</td>
</tr>
<tr>
<td></td>
<td>Deliver Test Cases; Update Test Cases</td>
<td>Execute Validation Testing using prepared test cases.</td>
</tr>
<tr>
<td></td>
<td>Support NYCPPF’s validation efforts through timely resolution of outstanding items</td>
<td>Log any Validation Issues</td>
</tr>
<tr>
<td></td>
<td>Provide Solution Design Document for approval.</td>
<td>Retest Issue fixes</td>
</tr>
<tr>
<td></td>
<td>Fix logged Issues as described in this Artifact</td>
<td>Approve Solution Design Documents.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deployment Phase</td>
<td></td>
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</tr>
<tr>
<td>Vendor Acceptance Testing</td>
<td>Develop testing plans</td>
<td>Assist in preparation of, review, and approve, Test Plans and Test Cases.</td>
</tr>
<tr>
<td></td>
<td>Perform Vendor Acceptance Testing</td>
<td>Provide input regarding testing plans</td>
</tr>
<tr>
<td></td>
<td>Perform Integration Testing</td>
<td>Provide input as needed for Issue resolution during testing</td>
</tr>
<tr>
<td></td>
<td>Perform System Testing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Perform Performance Testing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resolution of Issues as set forth in this Artifact</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop training plans</td>
<td>Schedule users and technicians for training</td>
</tr>
<tr>
<td></td>
<td>Develop training documentation in consultation with NYCPPF</td>
<td>Review of training plan and feedback on training</td>
</tr>
<tr>
<td></td>
<td>Develop System &amp; Administrative Documentation</td>
<td>Review documentation and provide or make changes jointly with Vitech</td>
</tr>
<tr>
<td></td>
<td>Provide computers for instructor-led Training prior to deployment</td>
<td>Provide equipped training facilities for instructor-led hands-on training</td>
</tr>
<tr>
<td></td>
<td>Train the end-users</td>
<td></td>
</tr>
<tr>
<td>User Acceptance Testing (UAT)</td>
<td>Develop additional UAT test scripts</td>
<td>Execute test scripts for UAT</td>
</tr>
<tr>
<td></td>
<td>Support of User Acceptance Testing</td>
<td>Scheduling of test resources</td>
</tr>
<tr>
<td></td>
<td>Resolution of Issues as set forth in this Artifact</td>
<td>Execution and documenting, prioritization and reporting of testing Issues</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sign-off on UAT once accepted.</td>
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<tr>
<td>Cutover</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop Rollout cutover plans</td>
<td>Coordination with other systems, third party vendors, legacy system</td>
</tr>
<tr>
<td></td>
<td>Implementation of system and data in NYCPPF’s Production environment</td>
<td>Communication and coordination of NYCPPF users and participants for roll-out</td>
</tr>
<tr>
<td></td>
<td>Testing of production installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support and issues resolution</td>
<td>Validation of cutover and conversion activities</td>
</tr>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintain project plan, issues and assumptions lists</td>
<td>Coordination of NYCPPF resources</td>
</tr>
<tr>
<td></td>
<td>Conduct status meetings with NYCPPF</td>
<td>Ensure timely reviews and sign-offs</td>
</tr>
<tr>
<td></td>
<td>Coordinate all Vitech resources</td>
<td>Review status/raise issues with Vitech Project Manager</td>
</tr>
<tr>
<td></td>
<td>Work with NYCPPF’s project manager to deliver system</td>
<td>Coordination of legacy system, external vendor resources and requirements</td>
</tr>
<tr>
<td></td>
<td>Respond to client issues</td>
<td>Review of any recommended actions that impact the project plan or process</td>
</tr>
<tr>
<td></td>
<td>Escalate issues for resolution</td>
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<tr>
<td></td>
<td>Promote quality deliverables</td>
<td></td>
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<tr>
<td></td>
<td>Review of Solution Design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Review of technical solutions and coding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Periodic project reviews</td>
<td></td>
</tr>
</tbody>
</table>
Proposed NYCPPF Phasing

Please find responses to Project Phasing related to RFP Section C.5.1.7 in our response section I-13.

Appendices:

Appendix I-12.A List of Project Deliverables

The following table provides a summary of the deliverables for the COPS 2.0 implementation with milestone dates from the project plan. Dates are subject to change based on project start date and revisions to the project plan made during Phase 1.

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Est. Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phase 1 Detailed Plan Complete (pre-project procurement)</td>
<td>October 2017</td>
</tr>
<tr>
<td>2</td>
<td>V3 LOB Application Software License</td>
<td>October 2017</td>
</tr>
<tr>
<td>3</td>
<td>Detailed Project Work Plan (Sixty-Day)</td>
<td>November 2017</td>
</tr>
<tr>
<td>4</td>
<td>Detailed Project Work Plan</td>
<td>December 2017</td>
</tr>
<tr>
<td>5</td>
<td>Development Methodology Overview</td>
<td>January 2017</td>
</tr>
<tr>
<td>6</td>
<td>Communication Plan</td>
<td>January 2018</td>
</tr>
<tr>
<td>7</td>
<td>Risk Management Plan</td>
<td>December 2017</td>
</tr>
<tr>
<td>8</td>
<td>Phase 4a - Data Conversion and Migration Plan Complete / Data Bridging Plan</td>
<td>January 2018</td>
</tr>
<tr>
<td>9</td>
<td>Phase 4b - Data Conversion and Migration Plan Complete</td>
<td>February 2018</td>
</tr>
<tr>
<td>10</td>
<td>Phase 4c - Data Conversion and Migration Plan Complete</td>
<td>February 2018</td>
</tr>
<tr>
<td>11</td>
<td>Problem Incident Reporting Methodology</td>
<td>December 2017</td>
</tr>
<tr>
<td>12</td>
<td>Change Control Methodology</td>
<td>December 2017</td>
</tr>
<tr>
<td>13</td>
<td>Concept of Operations Document</td>
<td>January 2018</td>
</tr>
<tr>
<td>14</td>
<td>Conference Room Pilot</td>
<td>January 2018</td>
</tr>
<tr>
<td>15</td>
<td>Updated Requirements Traceability Matrix (RTM)</td>
<td>January 2018</td>
</tr>
<tr>
<td>16</td>
<td>Installation/Configuration of Hardware - Dev, Data Conv, and Test Envts</td>
<td>February 2018</td>
</tr>
<tr>
<td>17</td>
<td>Installation/Configuration of Commodity Software - Dev, Data Conv, and Test</td>
<td>February 2018</td>
</tr>
<tr>
<td></td>
<td>Envs</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>System Security Plan</td>
<td>February 2018</td>
</tr>
<tr>
<td>19</td>
<td>Installation/Configuration of Hardware - Prod and Staging Envts</td>
<td>June 2018</td>
</tr>
<tr>
<td>20</td>
<td>Installation/Configuration of Commodity Software - Prod and Staging Envts</td>
<td>June 2018</td>
</tr>
<tr>
<td>21</td>
<td>Validation 1 Test Plan/Scripts</td>
<td>June 2018</td>
</tr>
<tr>
<td>22</td>
<td>Validation 1 Testing Complete</td>
<td>July 2018</td>
</tr>
<tr>
<td>23</td>
<td>Validation 1 Detailed System Design Specification Complete</td>
<td>July 2018</td>
</tr>
<tr>
<td>24</td>
<td>Validation 2 Test Plan/Scripts</td>
<td>October 2018</td>
</tr>
<tr>
<td>25</td>
<td>Validation 2 Testing Complete</td>
<td>November 2018</td>
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<tr>
<td>26</td>
<td>Validation 2 Detailed System Design Specification Complete</td>
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<tr>
<td>27</td>
<td>Validation 3 Test Plan/Scripts</td>
<td>March 2019</td>
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<td>28</td>
<td>Validation 3 Testing Complete</td>
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<tr>
<td>29</td>
<td>Validation 3 Detailed System Design Specification Complete</td>
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<td>30</td>
<td>Validation 4 Test Plan/Scripts</td>
<td>January 2020</td>
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<td>Event Description</td>
<td>Completion Date</td>
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<tr>
<td>31</td>
<td>Validation 4 Testing Complete</td>
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<tr>
<td>32</td>
<td>Validation 4 Detailed System Design Specification Complete</td>
<td>February 2020</td>
</tr>
<tr>
<td>33</td>
<td>Validation 5 Test Plan/Scripts</td>
<td>June 2020</td>
</tr>
<tr>
<td>34</td>
<td>Validation 5 Testing Complete</td>
<td>July 2020</td>
</tr>
<tr>
<td>35</td>
<td>Validation 5 Detailed System Design Specification Complete</td>
<td>July 2020</td>
</tr>
<tr>
<td>36</td>
<td>Validation 6 Test Plan/Scripts</td>
<td>December 2020</td>
</tr>
<tr>
<td>37</td>
<td>Validation 6 Testing Complete</td>
<td>January 2021</td>
</tr>
<tr>
<td>38</td>
<td>Validation 6 Detailed System Design Specification Complete</td>
<td>January 2021</td>
</tr>
<tr>
<td>39</td>
<td>Validation 7 Test Plan/Scripts</td>
<td>June 2021</td>
</tr>
<tr>
<td>40</td>
<td>Validation 7 Testing Complete</td>
<td>July 2021</td>
</tr>
<tr>
<td>41</td>
<td>Validation 7 Detailed System Design Specification Complete</td>
<td>July 2021</td>
</tr>
<tr>
<td>42</td>
<td>Disaster Recovery Plan</td>
<td>June 2018</td>
</tr>
<tr>
<td>43</td>
<td>Phase 4a - Vendor Acceptance Testing Complete</td>
<td>August 2018</td>
</tr>
<tr>
<td>44</td>
<td>Phase 4a - Training Plan</td>
<td>August 2018</td>
</tr>
<tr>
<td>45</td>
<td>Phase 4a - Training Materials</td>
<td>August 2018</td>
</tr>
<tr>
<td>46</td>
<td>Phase 4a - Training Complete</td>
<td>October 2018</td>
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<tr>
<td>47</td>
<td>Phase 4a - System and End User Documentation</td>
<td>October 2018</td>
</tr>
<tr>
<td>48</td>
<td>Phase 4a - User Acceptance Test Plan/Scripts</td>
<td>October 2018</td>
</tr>
<tr>
<td>49</td>
<td>Phase 4a - System Ready for User Acceptance Testing</td>
<td>October 2018</td>
</tr>
<tr>
<td>50</td>
<td>Phase 4a - User Acceptance Testing Complete</td>
<td>October 2018</td>
</tr>
<tr>
<td>51</td>
<td>Phase 4a - Cutover / Rollout Plan</td>
<td>October 2018</td>
</tr>
<tr>
<td>52</td>
<td>Phase 4a - Data Conversion Complete</td>
<td>October 2018</td>
</tr>
<tr>
<td>53</td>
<td>Phase 4a - System Ready for Production</td>
<td>October 2018</td>
</tr>
<tr>
<td>54</td>
<td>Phase 4a - System Go-Live</td>
<td>November 2018</td>
</tr>
<tr>
<td>55</td>
<td>Phase 4a - Warranty Complete</td>
<td>March 2023</td>
</tr>
<tr>
<td>56</td>
<td>Phase 4b - 60-Day System Acceptance</td>
<td>January 2019</td>
</tr>
<tr>
<td>57</td>
<td>Phase 4b - Vendor Acceptance Testing Complete</td>
<td>July 2019</td>
</tr>
<tr>
<td>58</td>
<td>Phase 4b - Training Plan</td>
<td>June 2019</td>
</tr>
<tr>
<td>59</td>
<td>Phase 4b - Training Materials</td>
<td>July 2019</td>
</tr>
<tr>
<td>60</td>
<td>Phase 4b - Training Complete</td>
<td>July 2019</td>
</tr>
<tr>
<td>61</td>
<td>Phase 4b - System and End User Documentation</td>
<td>July 2019</td>
</tr>
<tr>
<td>62</td>
<td>Phase 4b - User Acceptance Test Plan/Scripts</td>
<td>July 2019</td>
</tr>
<tr>
<td>63</td>
<td>Phase 4b - System Ready for User Acceptance Testing</td>
<td>July 2019</td>
</tr>
<tr>
<td>64</td>
<td>Phase 4b - User Acceptance Testing Complete</td>
<td>November 2019</td>
</tr>
<tr>
<td>65</td>
<td>Phase 4b - Cutover / Rollout Plan</td>
<td>November 2019</td>
</tr>
<tr>
<td>66</td>
<td>Phase 4b - System Ready for Production</td>
<td>November 2019</td>
</tr>
<tr>
<td>67</td>
<td>Phase 4b - System Go-Live</td>
<td>November 2019</td>
</tr>
<tr>
<td>68</td>
<td>Phase 4b - 60-Day System Acceptance</td>
<td>January 2022</td>
</tr>
<tr>
<td>69</td>
<td>Phase 4b - Warranty Complete</td>
<td>March 2023</td>
</tr>
<tr>
<td>70</td>
<td>Phase 4c - Vendor Acceptance Testing Complete</td>
<td>October 2021</td>
</tr>
<tr>
<td>71</td>
<td>Phase 4c - Training Plan</td>
<td>October 2021</td>
</tr>
<tr>
<td>72</td>
<td>Phase 4c - Training Materials</td>
<td>November 2021</td>
</tr>
<tr>
<td>73</td>
<td>Phase 4c - Training Complete</td>
<td>February 2022</td>
</tr>
<tr>
<td>74</td>
<td>Phase 4c - System and End User Documentation</td>
<td>November 2021</td>
</tr>
<tr>
<td>75</td>
<td>Phase 4c - User Acceptance Test Plan/Scripts</td>
<td>November 2021</td>
</tr>
<tr>
<td>76</td>
<td>Phase 4c - System Ready for User Acceptance Testing</td>
<td>November 2021</td>
</tr>
</tbody>
</table>
Deliverables Triggering Payment Milestones

Offered below is a listing of all proposed activities/outputs (milestones) that are expected to trigger payments with the associated description, acceptance criteria and estimated delivery dates. Dates are subject to change based on project start date and revisions to the project plan made during Phase 1.

<table>
<thead>
<tr>
<th>Ref</th>
<th>Title</th>
<th>Description</th>
<th>Acceptance Criteria</th>
<th>Est Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Work Plan (Phase 1)</td>
<td>Acceptance of complete detailed project work plan.</td>
<td>Complete and comprehensive project plan reviewed, revised, and accepted by client.</td>
<td>December-17</td>
</tr>
<tr>
<td>B</td>
<td>Top-level Requirements (Phase 2)</td>
<td>Complete more-detailed requirements documented.</td>
<td>Base system installed and demonstrated to achieve requirements definition; completion of JADs, GADs and the next level down, more detailed definition of requirements; documents reviewed, revised, and accepted by client. Conference room pilot must be completed.</td>
<td>January-18</td>
</tr>
<tr>
<td>C</td>
<td>Infrastructure (Phase 3)</td>
<td>Infrastructure installed.</td>
<td>All infrastructure installed, configured, documented, and labeled; all warranty and maintenance information documented and turned over to</td>
<td>June-18</td>
</tr>
<tr>
<td>Ref</td>
<td>Title</td>
<td>Description</td>
<td>Acceptance Criteria</td>
<td>Est Date</td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>-------------</td>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>client staff; all software licenses in client's name; upgrade, maintenance, and configuration control plans delivered and accepted by client; detailed performance monitoring scheme agreed to and in place.</td>
<td></td>
</tr>
<tr>
<td>V1</td>
<td>Validation 1 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>June-18</td>
</tr>
<tr>
<td>V2</td>
<td>Validation 1 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>July-18</td>
</tr>
<tr>
<td>D1</td>
<td>Phase 4a - Into Production</td>
<td>Phase 4a in production.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4a in production;</td>
<td>November-18</td>
</tr>
<tr>
<td>K1</td>
<td>Release of Phase 4a Holdback</td>
<td>Release of 2/3 Phase 4a Holdback.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4a in production;</td>
<td>November-18</td>
</tr>
<tr>
<td>D2</td>
<td>Phase 4a – 60 Day Acceptance</td>
<td>Satisfactory completion of 60 day usage for Phase 4a.</td>
<td>60 days after Phase 4a in production; all Critical and High level Issues closed that were logged up to 30 days before go live; an acceptable plan in place to resolve Critical System Defects identified in the last 60 days.</td>
<td>January-19</td>
</tr>
<tr>
<td>V3</td>
<td>Validation 2 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>October-18</td>
</tr>
<tr>
<td>V4</td>
<td>Validation 2 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>November-18</td>
</tr>
<tr>
<td>V5</td>
<td>Validation 3 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>March-19</td>
</tr>
<tr>
<td>Ref</td>
<td>Title</td>
<td>Description</td>
<td>Acceptance Criteria</td>
<td>Est Date</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>V6</td>
<td>Validation 3 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>April-19</td>
</tr>
<tr>
<td>E1</td>
<td>Phase 4b - Into Production</td>
<td>Phase 4b in production.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4b in production;</td>
<td>November-19</td>
</tr>
<tr>
<td>K2</td>
<td>Release of Phase 4b Holdback</td>
<td>Release of 2/3 Phase 4b Holdback.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4b in production;</td>
<td>November-19</td>
</tr>
<tr>
<td>E2</td>
<td>Phase 4b – 60 Day Acceptance</td>
<td>Satisfactory completion of 60 day usage for Phases 4a and 4b.</td>
<td>60 days after Phase 4b in production; all Critical and High level Issues closed that were logged up to 30 days before go live; an acceptable plan in place to resolve Critical System Defects identified in the last 60 days.</td>
<td>January-20</td>
</tr>
<tr>
<td>V7</td>
<td>Validation 4 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>January-20</td>
</tr>
<tr>
<td>V8</td>
<td>Validation 4 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>February-20</td>
</tr>
<tr>
<td>V9</td>
<td>Validation 5 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>June-20</td>
</tr>
<tr>
<td>V10</td>
<td>Validation 5 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>July-20</td>
</tr>
<tr>
<td>V11</td>
<td>Validation 6 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for</td>
<td>December-20</td>
</tr>
<tr>
<td>Ref</td>
<td>Title</td>
<td>Description</td>
<td>Acceptance Criteria</td>
<td>Est Date</td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>-------------</td>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>V12</td>
<td>Validation 6 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>January-21</td>
</tr>
<tr>
<td>V13</td>
<td>Validation 7 Segments Complete</td>
<td>Licensed Software delivered to PPF for Validation Testing</td>
<td>Vitech has completed coding and configuration for the Sprints planned for the given Validation Testing cycle. Vitech has delivered the Licensed Software for deployment to the instance to be used for Validation Testing.</td>
<td>June-21</td>
</tr>
<tr>
<td>V14</td>
<td>Validation 7 Complete</td>
<td>Licensed Software delivered to PPF including related updates from Validation Testing.</td>
<td>All Critical and High Issues that are logged by NYCPPF during the first three weeks of the applicable four-week Validation Testing cycle have been corrected. The Licensed Software has been delivered to PPF’s Validation environment and updated to meet such Critical and High Issues.</td>
<td>July-21</td>
</tr>
<tr>
<td>F1</td>
<td>Phase 4c - Into Production</td>
<td>Phase 4c in production.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4c in production;</td>
<td>March-22</td>
</tr>
<tr>
<td>K3</td>
<td>Release of Phase 4c Holdback</td>
<td>Release 2/3 of Phase 4c Holdback.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4c in production;</td>
<td>March-22</td>
</tr>
<tr>
<td>F2</td>
<td>Phase 4c – 60 Day Acceptance</td>
<td>Satisfactory completion of 60 day usage for Phases 4a, 4b, and 4c.</td>
<td>60 days after Phase 4c in production; all Critical and High level Issues closed that were logged up to 30 days before go live; an acceptable plan in place to resolve Critical System Defects identified in the last 60 days.</td>
<td>May-22</td>
</tr>
<tr>
<td>K4</td>
<td>Release Remaining Holdback 4a, 4b, 4c</td>
<td>Release Remaining Holdback 4a, 4b, 4c (1/3 Holdback)</td>
<td>6 months after first production use of Phase 4c ;</td>
<td>September-22</td>
</tr>
<tr>
<td>G1</td>
<td>Application Warranty</td>
<td>Warranty period completed.</td>
<td>Warranty support provided; all Critical and High Issues and Critical System Defects logged prior to the Phase 4c - Into Production Milestone are resolved; no logged Critical System Defects open; plans developed and agreed upon to close out all remaining Defects logged during the Warranty Period. This period concludes 12 months after Phase 4c - Into Production milestone.</td>
<td>March-23</td>
</tr>
<tr>
<td></td>
<td>Phase 4d - Into Production</td>
<td>Phase 4d in production.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4d in production;</td>
<td>June-22</td>
</tr>
<tr>
<td>Ref</td>
<td>Title</td>
<td>Description</td>
<td>Acceptance Criteria</td>
<td>Est Date</td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>-------------</td>
<td>---------------------</td>
<td>---------</td>
</tr>
<tr>
<td>K5</td>
<td>Release of Phase 4d Holdback</td>
<td>Release 2/3 of Phase 4d Holdback.</td>
<td>First NYCPPF use of the Licensed Software for Phase 4d in production;</td>
<td>June-22</td>
</tr>
<tr>
<td></td>
<td>Phase 4d – 60 Day Acceptance</td>
<td>Satisfactory completion of 60 day usage for Phases 4d.</td>
<td>60 days after Phase 4d in production; all Critical and High level Issues closed that were logged up to 30 days before go live; an acceptable plan in place to resolve Critical System Defects identified in the last 60 days.</td>
<td>August-22</td>
</tr>
<tr>
<td>K6</td>
<td>Release Remaining Holdback 4d</td>
<td>Release Remaining Holdback 4d (1/3 Holdback)</td>
<td>6 months after first production use of Phase 4d;</td>
<td>November-22</td>
</tr>
</tbody>
</table>
Appendix I-12.B  Scenarios for Conference Room Pilots

Vitech will include one Conference Room Pilot as part of our Launch Phase. This will be conducted with an initial configuration of the COPS 2.0 application that has not been updated based on NYCPPF’s feedback. We will demonstrate end-to-end scenarios to the NYCPPF audience in much the same fashion as to a proposal demonstration.

Further concepts of the RFP CRP desires are met throughout the implementation as part of our Agile approach. As part of Vitech’s Agile Methodology, Structured Walkthroughs are used in each sprint. Structure Walkthroughs are similar if not identical to a Conference Room Pilot.

- Initial Structured Walkthrough: Vitech may begin the Sprint with its own work preparing the application for the first Structured Walkthrough based on its own knowledge of NYCPPF and NYCPPF’s responses to the Ask List document. The first Structured Walkthrough occurs on or before the fifth working day of the Sprint. This ensures that NYCPPF is partnered in the Sprint, reviewing the application and providing feedback, with enough time left in the Sprint for that feedback to be incorporated into the configured application. It also ensures Vitech does not head too far down what may be a wrong road.

- The Sprint may also include any number of additional Structured Walkthroughs. During a Structured Walkthrough, a Vitech team member is conducting the demo, driving the mouse and keyboard.

- Final Structured Walkthrough: The Sprint will end with a final Structured Walkthrough in which Vitech will demonstrate how the items on the Functional Checklist have been addressed via the configurations made during the Sprint. Vitech will also identify any items from the Checklist that were not completed and these will be moved onto the Backlog list.

During the requirements confirmation phase of project launch, Vitech will conduct a Conference Room pilot that covers the end-to-end solution. The CRP will act as a valuable orientation session for NYCPPF while providing Vitech with valuable feedback as we commence the project’s design and configuration activities. Vitech provides a suggested set of scenarios below for this CRP which will be reviewed with NYCPPF for input and revisions during the first 30 days of the project.

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Scenario</th>
</tr>
</thead>
</table>
| Contributions   | 1. Show Agreement Set-up  
                  2. Process contributions file  
                  3. Show member accounts before and after  
                  4. Show details of contributions transmittal  
                  5. Show General Ledger interactions |
| Enrollment      | 1. Demonstrate enrollment process  
                  2. Show data and how information is stored and displayed  
                  3. Show image, document, and workflow information |
<p>| Benefit Estimate| 1. Demonstrate benefit calculations for retirement estimate using various options and parameters |</p>
<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Demonstrate benefit calculation for disability</td>
</tr>
<tr>
<td></td>
<td>3. Show a printed estimate</td>
</tr>
<tr>
<td></td>
<td>4. Show ability to store and display historic estimates</td>
</tr>
<tr>
<td>Retirement</td>
<td>1. Submit a retirement request</td>
</tr>
<tr>
<td></td>
<td>2. Retire a member; show transfer from active to retired</td>
</tr>
<tr>
<td></td>
<td>3. Set up a QDRO and apply split percentage to monthly annuity</td>
</tr>
<tr>
<td></td>
<td>4. Demonstrate tracking and reporting of retirees return to work</td>
</tr>
<tr>
<td>Payroll</td>
<td>1. Show adding new member on payroll; Run Payroll</td>
</tr>
<tr>
<td></td>
<td>2. Multi – benefit payment; QDRO &amp; Survivor Payments</td>
</tr>
<tr>
<td></td>
<td>3. Multi benefit type, cyclical payment, Deductions, EFT</td>
</tr>
<tr>
<td></td>
<td>4. Suspension and void/reissue of payment</td>
</tr>
<tr>
<td></td>
<td>5. Over/underpayment and recoupment</td>
</tr>
<tr>
<td></td>
<td>6. Death process – relating to payment stream</td>
</tr>
<tr>
<td></td>
<td>7. Separation – account close out and payment stream</td>
</tr>
<tr>
<td></td>
<td>8. General ledger/accounting integration</td>
</tr>
<tr>
<td>Customer Relationship</td>
<td>1. Schedule a counseling appointment</td>
</tr>
<tr>
<td>Management</td>
<td>2. Show contact tracking from different communication channels</td>
</tr>
<tr>
<td></td>
<td>3. Generate correspondence</td>
</tr>
<tr>
<td></td>
<td>4. Demonstrate tracking open workflow items</td>
</tr>
</tbody>
</table>

**Appendix I-12.C  Sample Test Plan**

A sample Test Plan is attached.

**Appendix I-12.D  Sample Agile Artifacts**

Sample Agile Artifacts are attached.
Vitech is pleased to propose a functional rollout plan that is aligned with the RFP proposed Phases. We will conduct the project using Vitech’s Agile Methodology as described in Section I-12. Our approach is tightly aligned with NYCPPF’s phasing preferences as can be seen in the below table.

<table>
<thead>
<tr>
<th>RFP Phase</th>
<th>RFP Phase Description</th>
<th>Vitech Alignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – Work Plan</td>
<td>Delivery of a detailed work plan that includes a Transition Plan, an Integration Plan, a Data Migration / Conversion Plan, a preliminary Data Bridging Plan, a Rollout plan, a Training Plan, and a Work Breakdown Structure Plan.</td>
<td>These deliverables will be created as part of Vitech’s project Launch Phase activities.</td>
</tr>
<tr>
<td>Phase 2 – Requirements</td>
<td>Delivery of a detailed requirements document, a revised detailed work plan, a top-level Concept of Operations document (described in Section C.5.2.1), and a Development Methodology Overview – End User document (described in Section C.5.2.2).</td>
<td>These deliverables will be created as part of Vitech’s project Launch Phase activities.</td>
</tr>
<tr>
<td>Phase 3 - Infrastructure</td>
<td>All infrastructure elements are installed, configured and documented as per RFP requirements.</td>
<td>Infrastructure will be planned and procured. Infrastructure for Development and Test environment will be installed and configured. Production and Staging environments will be installed and configured in parallel to Phase 4a.</td>
</tr>
<tr>
<td>Phase 4a - Rollout 1: Enterprise Content Management and Member Self-Service Request Processing</td>
<td>Implementation and deployment to production of the first functional rollout.</td>
<td>This corresponds to our first Rollout of Enterprise Content Management and web-based Member Self Service Request Processing.</td>
</tr>
<tr>
<td>Phase 4b - Rollout 2: Retiree Processing</td>
<td>Implementation and deployment to production of the second functional Rollout.</td>
<td>This corresponds to the Rollout of Line of Business and web-based Member Self Service functionality for retiree processing.</td>
</tr>
<tr>
<td>Phase 4c – Rollout 3: Member Processing</td>
<td>Implementation and deployment to production of the third functional Rollout.</td>
<td>This corresponds to the Rollout of Line of Business and the web-based Member Self Service functionality for member processing. With this Rollout all LOB and web-based Member Self Service functionality will have been implemented.</td>
</tr>
</tbody>
</table>
Phase 4d – Rollout 4: Mobile Application Processing
Implementation and deployment to production of the fourth functional Rollout.
This corresponds to the Rollout of a Mobile Application for Member Self Service processing.

Phase 5 - Application Warranty
Post Implementation Warranty
The Warranty Period for Rollouts 1, 2, and 3 will begin on first production use of Rollout 1 and end 12 months following the first production use of Rollout 3. Rollout 4 will have a 12 month Warranty Period that begins on the first production use of Rollout 4.

Post Warranty Support
Post Warranty Support (described in Section C12.2)
Our proposed solution includes an option for post warranty support as described in Option 4.

Note: We would suggest updating the Work plan at the end of our Launch phase after the completion of top level requirements, the Conference Room Pilot and other launch activities as these other deliverables typically inform and drive the work plan.

**Phase 4a & Phase 4b – Production Rollouts**
Vitech is pleased to propose a rollout plan that aligns with the RFP and to what we believe best meets the NYCPPF vision. Vitech is proposing a 4 Rollout project commencing September 2017 to replace and upgrade COPS 1.0 to COPS 2.0. Our proposed plan delivers your new COPS 2.0 through four production rollouts. The following dates are based upon the Initial Project Work Plan and a project start date of October 23, 2017 and are subject to change based on revisions thereto:

- **Rollout 1 (4a)** – ECM and Member Self Service Request Processing scheduled to Go-Live 12 months after project start on November 2, 2018
- **Rollout 2 (4b)** – Retiree Processing scheduled to Go-Live 24 months after project start on November 15, 2019
- **Rollout 3 (4c)** – Member Processing scheduled to Go-Live 53 months after project start on March 25, 2022
- **Rollout 4 (4d)** – Mobile Application Processing scheduled to Go-Live 56 months after project start on June 3, 2022

The high level timeline is represented in the below diagram.
The overall project delivers functionality in 4 Rollouts. All Line of Business Application and web-based functionality is delivered into production in the first 3 Rollouts. The core implementation phase is delivered through seven Validation Testing cycles for incremental NYCPPF testing of the Licensed Software. Dates included below are based on a September 2017 project start date and are subject to change based on actual start date and final project plan.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Rollout 1</th>
<th>Rollout 2</th>
<th>Rollout 3</th>
<th>Rollout 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Phase</td>
<td>7 Months</td>
<td>16 Months</td>
<td>31 Months</td>
<td>4 Months</td>
</tr>
<tr>
<td>Vendor Acceptance Testing</td>
<td>6 Weeks</td>
<td>12 Weeks</td>
<td>12 Weeks</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>User Acceptance Testing</td>
<td>6 Weeks</td>
<td>16 Weeks</td>
<td>20 Weeks</td>
<td>4 Weeks</td>
</tr>
</tbody>
</table>

Rollout 1 includes 7 months of implementation for the configuration of NYCPPF requirements and the conversion of the images from DocuShare. Vitech will conduct Vendor Acceptance Testing
over a 6 week period and certify the application for UAT. 6 weeks have been allotted for NYCPPF User Acceptance Testing with a projected production go-live date of 11/2/2018.

Rollout 2 includes 16 months of implementation for the configuration of NYCPPF requirements and has three (3) four-week Validation Testing Phases (Validations 1 – 3). Vitech will conduct Vendor Acceptance Testing over an 12 week period and certify the application for UAT. 16 weeks have been allotted for NYCPPF User Acceptance Testing with a projected production go-live date of 11/2/2019. Rollout 3 includes 31 months of implementation for the configuration of NYCPPF requirements through 5 (4) four-week Validation Testing Phases (Validations 3 – 7). Sprints for Rollout 3 are suspended during the Rollout 2 User Acceptance Testing to allow NYCPPF to focus on their attentions on Rollout 2 UAT and cutover preparation during that period. Vitech will conduct Vendor Acceptance Testing over an 12 week period and certify the application for UAT. 20 weeks have been allotted for NYCPPF User Acceptance Testing with a projected production go-live date of 3/25/2021.

For Rollouts 1, 2 and 3, the Warranty Period begins on first production use of Rollout 1 and ends twelve (12) months following the first production use of Rollout 3. The projected date for completion of such Warranty Period is as set forth in the table above.

Rollout 4 includes 4 months of implementation for the configuration of NYCPPF requirements. Vitech will conduct Vendor Acceptance Testing over a 4 week period and certify the application for UAT. 4 weeks have been allotted for NYCPPF User Acceptance Testing with a projected production go-live date of 6/3/2022. The Rollout 4 Warranty Period begins on the first production use of Rollout 4. The projected date for completion of such Warranty Period is as set forth in the table above.

The below diagram shows a summary of the functional assignments to the proposed Rollouts. We have included in this proposal a detailed Sprint Plan that includes the initial mapping of the requirements to Sprints for the configuration of COPS 2.0. The following section will provide more details on the production rollout phasing.

<table>
<thead>
<tr>
<th>Phase 4a: Rollout 1 ECM &amp; Initial Member Self Service</th>
<th>Phase 4b: Rollout 2 Retiree Processing</th>
<th>Phase 4c: Rollout 3 Member Processing</th>
<th>Phase 4d: Rollout 4 Mobile Application Processing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ECM</strong></td>
<td><strong>Line of Business</strong></td>
<td><strong>Line of Business</strong></td>
<td><strong>Member Self Service – Mobile Application</strong></td>
</tr>
<tr>
<td>• ECM Setup and Processing</td>
<td>• Retiree Demographics and Beneficiary Maintenance</td>
<td>• Enrollment and Demographics</td>
<td></td>
</tr>
<tr>
<td>• Kofax installation and configuration</td>
<td>• Pension payroll</td>
<td>• PCEF and Contributions</td>
<td></td>
</tr>
<tr>
<td>• Image type setup and configuration</td>
<td>• Tax reporting</td>
<td>• Service Credit Purchases</td>
<td></td>
</tr>
<tr>
<td>• Workflow setup and configuration</td>
<td>• QDRO</td>
<td>• Loans</td>
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<tr>
<td></td>
<td>• Safeguards</td>
<td>• Benefits Estimates and Calculations</td>
<td></td>
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<tr>
<td></td>
<td>• Retiree Death Processing</td>
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</table>
Phase 4a: Rollout 1 ECM and Member Self Service Request Processing

Rollout 1 implementation commences in December 2017. Work will be designed, configured, and tested in two parallel tracks of work, one for ECM and one for Member Self Service. All configurations will be congegated and tested as part of Validation 1, at the conclusion of which Vitech will conduct VAT and NYCPPF will conduct UAT. This phase of work results in a production rollout scheduled for the end of November 2018.

As a result of this production rollout, COPS 2.0 NYCPPF end users will be able to view members demographic information, their images, perform queries and generate reports, and communicate with members via Member Self Service. COPS 2.0 will be configured to replace NYCPPF’s current Docushare system. In addition, members will be able to use Web COPS to view their demographic information, communicate with the NYCPPF, make requests, and obtain results of
their requests (i.e. pdf documents). Legacy COPS 1.0 will continue to be used for all line of business processing and will be the master for such data.

Rollout 1 will deliver imaging processing to allow NYCPPF to retire its current Docushare system. In this Rollout is the delivery of V3 Imaging, Kofax scanning, V3 World with associated Workflows, Ad hoc Query, Reporting and Security capabilities to support Imaging processes. Images will be converted from Docushare. Member demographic data will be converted from legacy COPS 1.0 and will be maintained by bridging interfaces from legacy COPS 1.0.

Rollout 1 will also deliver Member Self Service (MSS) capabilities via the MSS web portal (Web COPS). Thus, this Rollout will allow members to view their demographic data, view their required amount (the amount of contributions required for full pension benefits), communicate with NYCPPF through secure messaging or chat capabilities, and to initiate requests for a broad set of functions such as:

- Request an Estimate
- Request a Loan
- Request for Retirement Application
- Request Change of Address
- Request Change of Marital Status
- Request Update Dependents
- Request Change of Beneficiary
- Request Purchase of Service
- Request Refund

These requests will be automatically routed in COPS 2.0 via workflow to the appropriate group of users for processing. NYCPPF users will process these requests using legacy COPS 1.0 and may then communicate results (i.e. pdf documents) to members via MSS. NYCPPF may also use MSS to communicate news and alerts, and share forms or other documents with members. Report and query features will be available to report on the information available in COPS 2.0 including request statistics and workflow information (i.e. tasks outstanding).

**Phase 4b: Rollout 2 – Retiree Processing**

Rollout 2 implementation commences in parallel with Rollout 1, in December 2017. Work will be designed, configured, and tested in parallel tracks of work congregated and tested as part of three Validation Testing cycles. Once the design is finalized through the validations, Vitech will conduct VAT and NYCPPF will conduct UAT. This phase of work results in a production rollout scheduled for the end of November 2019.

Rollout 2 delivers functionality for retiree processing including both Line of Business functions and the corresponding web-based Member Self Service processes. This functionality includes retiree processes that are currently performed in COPS 1.0, as well as processes that are currently outside of COPS 1.0. With Rollout 2, the following processes will be performed in COPS 2.0:

- Retiree demographic and beneficiary maintenance
• Pension payroll with integration to the City’s Pension Payroll Management System (PPMS)
• Overpayments and Liens
• COLA and Escalations
• Retiree Death Benefits
• Tax reporting (1099s)
• QDROs
• Retiree Customer Relationship Management
• Safeguards – financial disclosures, excess earnings/recoupment, waivers, PPMS integration

Integration and data conversion to support these functions will be performed.

**Phase 4c: Rollout 3 – Member Processing**

Rollout 3 commences in December of 2018 and overlaps with Rollout 2. Sprint work for Rollout 3 is scheduled to be suspended during the Rollout User Acceptance Testing to allow NYCPPF to primarily focus on the UAT activities. When Rollout 2 UAT completes, the Rollout 3 Sprint activities continue.

The remaining Line of Business and web-based Member Self-Service functionality will be implemented with Rollout 3. The primary focus is implementing member processes, this will include:

• Enrollment and Demographics
• PCEF Processing and Integration with the City’s Payroll Management System (PMS)
• Buybacks and Service Credit Purchases
• Loans
• Benefits Estimates and Calculations
• Benefit Applications
• Active Death Benefits
• Retiree Health Insurance Enrollment
• Disability and Calendar Preparation
• Termination, Withdrawal, and Return to Work
• Payments and Tax Reporting
• CRM for Members
• Investment and Accounting

Integration and data conversion to support these functions will be performed to support these functions.

**Phase 4d: Rollout 4 – Mobile Application Processing**

Rollout 4 is scheduled to commence in November 2021. Rollout 4 is focused on the implementation of mobile application (MobileCOPS) functions for self-service of members and for customer service. The mobile application will be for use on mobile devices with Android or Apple IOS operating systems. The following mobile application functions will be implemented; the configuration of these functions will be determined during the design phase of applicable Sprints:

- Provide ability for members to self-register and maintain their user account including recovery of lost credentials
- Communicate with via a secure message communication tool
- View their key demographic information
- View or update their contact information including mailing address, phone numbers and emails
- View or update their dependents and beneficiaries and their designations
- View employment and wage reporting history
- Provide NYCPPF to publish news and other helpful content
- View documents on file, request a new document or submit a document
- View payment information on file
- Initiate a loan request
- Initiate a retirement estimate
- Initiate a purchase of service estimate
• View historical payment information for retirees

**Backfile Conversion Option Rollout**

Assuming NYCPPF elects this option, the backfile conversion project is proposed to start in June of 2018 toward the end of Rollout 1 and continue in parallel after the Rollout 1 Go-Live. In this manner, V3 will have been configured with the member demographic and imaging configurations to support loading and quality assuring the backfile conversion images. The backfile conversion implementation starts with a pilot to confirm the processes and quality controls are all performing as expected. The backfile conversion then proceeds with batches of files getting scanned, indexed and tested for quality. As a final step in the Quality Assurance (QA) process for each batch, the images are loaded to V3 and NYCPPF performs their quality assurance review. The backfile conversion process is scheduled to complete eight (8) months after inception at the end of March 2021.

As part of Rollout 1 cutover, those images that have gone through the complete QA process will be loaded to the production COPS 2.0 System. Additional images will be loaded to Production in batches once the batch has gone through the complete QA process. Each batch will include the complete file for a set of members. When the images are uploaded an indicator will be set for the member in V3. In this manner users will be able to quickly ascertain by looking at the member’s record in V3 whether the member’s file is available via V3 Imaging or are as paper files. Over the course of approximately 4 months from go-live all the paper records would be imaged and available on-line in the COPS 2.0 System.

**Financial Management System Option Rollout**

Vitech proposes to implement Oracle Financials as the new Financial Management System with Rollout 3. If NYCPPF elects this option, the legacy COPS 1.0 and the legacy Solomon Accounting systems would be retired concurrently with the Rollout 3 go live.

The Financial Management System implementation Sprints will start in November 2020, and run for 5 Sprints leading into Validation 7. The Financial Management functions will be tested with Validation 7, and as part of the Rollout 3 Vendor Acceptance Testing and User Acceptance Testing.

**Interactive Voice Response (IVR) Option Rollout**

If NYCPPF elects this option, Vitech proposes to implement IVR integrated with V3 as part of Rollout 3. In this manner, the IVR is made available at the earliest possible time without integrating it first to legacy COPS 1.0.

The IVR implementation Sprints will start in September 2020 and run for 6 Sprints leading into Validation 7. The IVR functions will be tested with Validation 7, and as part of the Rollout 3 Vendor Acceptance Testing and User Acceptance Testing.
NOTICE TO PROPOSERS

The City of New York has issued a new Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human And Client Services. The new Appendix A, which is incorporated in this Request for Proposals, is different from the 2011 version previously used by the City. Some of the significant changes are listed below. This notice is only a partial listing. Please refer to Appendix A itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Appendix A is the controlling document if there are any discrepancies between this notice and Appendix A.

1. Section 2.01 has been revised to track the requirements of the New York State Lobbying Law.
2. Section 3.02 has been revised (in all versions except the discretionary fund version) to provide automatic approval for all subcontracts that do not exceed $20,000, to include the substance of the Subcontractor PIP Rider, and to further describe existing requirements.
3. Sections 4.01 and 4.02, which concern the independent nature of the contractor and its employees and subcontractors, have been revised.
4. Section 4.04 has been revised to include the substance of the Living Wage Rider.
5. Section 4.05, which concerns unlawful discrimination, has been updated to reflect changes in law since 2011.
6. A new Section 4.06 includes the substance of the Paid Sick Leave Law Rider.
7. A new Section 4.07 includes the substance of the Whistleblower Expansion Act Rider.
8. Section 5.03, which concerns inspections of the contractor, has been revised to address circumstances where the observation of the contractor’s services would constitute a violation of law or an ethical obligation.
9. Section 5.08(A), which concerns confidentiality, has been revised to address the contractor’s duty to maintain confidentiality when a disclosure demand has been made.
10. Article 7, Insurance, has been revised in form and substance as follows:
    a. Section 7.02 The requirements concerning the maintenance of and submission of proof of workers’ compensation, disability benefits, and employer’s liability insurance have been separated from other insurance requirements.
    b. Section 7.03 The requirements for other insurance have changed as follows. (1) A new Schedule A specifies minimum limits of insurance. (2) For commercial general liability insurance, Schedule A now specifies limits for “personal and advertising injury” coverage and “products/completed operations” coverage. (3) Schedule A provides an option for crime insurance, cyber liability insurance, and other coverages.
    c. Section 7.04 has been revised to clarify that contractors’ self-insured retentions exceeding $10,000 must be approved by the contracting agency.
11. A new Section 10.07 has been added to address liquidated damages. A line in Schedule A specifies liquidated damages applicable to the Agreement, if any.
12. A new Section 13.04 has been added to reflect prohibitions on discrimination and a Mayor’s Executive Order limiting inquiries about immigration status.
13. Section 14.04 directs the agency and contractor to list their addresses and email address for notices in Schedule A.

Please discontinue use of this notice after December 31, 2018.
APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN, AND CLIENT SERVICES

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ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Agency Chief Contracting Officer” or “ACCO” means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” means the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. “City” means the City of New York.

D. “City Chief Procurement Officer” or “CCPO” means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. “Commissioner” or “Agency Head” means the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

F. “Comptroller” means the Comptroller of the City of New York.

G. “Contractor” means the entity entering into this Agreement with the City.

H. “Days” means calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” means the City agency or office through which the City has entered into this Agreement.

J. “Law” or “Laws” means the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “Procurement Policy Board” or “PPB” means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.
L. “PPB Rules” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 et seq.

M. “SBS” means the New York City Department of Small Business Services.

N. “State” means the State of New York.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that, with respect to securing or soliciting this Agreement, the Contractor is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a et seq.). The Contractor makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. 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.

B. 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 Section 2.02(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.
C. 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.

Section 2.03 Certification Relating to Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy, or directive, the prices and other material terms set forth in this Agreement that have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.03.

Section 2.04 Disclosures Relating to Vendor Responsibility

The Contractor represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor’s Office of Contract Services. The Contractor acknowledges that the Department’s reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Contractor represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven days of filing.
Section 2.06 Authority to Execute Agreement

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee’s disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee 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 assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor’s employees.

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.
E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

**Section 3.02 Subcontracting**

A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. **Approval when subcontract is $20,000 or less.** The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed $20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City’s Payee Information Portal (www.nyc.gov/pip).

2. **Approval when subcontract is greater than $20,000.**

   a. The Contractor shall not enter into any subcontract for an amount greater than $20,000.00 without the prior approval by the Department of the subcontractor.

   b. Prior to entering into any subcontract for an amount greater than $20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7. In addition, the Contractor shall list the proposed subcontractor in the City’s Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor’s industry.\(^1\)

   c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

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\(^1\) Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.
d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed $25,000.00, the Department’s approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department’s receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department’s acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

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; and

4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.
D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 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 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. The Department’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

H. The Contractor shall report in the City’s Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the City agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the City, that differs from or is inconsistent with that of an independent contractor.
Section 4.02 Employees and Subcontractors

All persons who are employed by the Contractor and all the Contractor’s subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person’s performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Contractor’s employees, agents, subcontractors, or subcontractor’s employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor’s employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers’ Compensation coverage, Employers’ Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five Days’ written notice. The Commissioner may direct the Contractor to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner’s determination.
Section 4.04 Minimum Wage; Living Wage

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

B. If this Agreement involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in Admin. Code § 6-109 (“Section 6-109”), in accordance with Section 6-109, the Contractor agrees as follows:

1. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).
4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than $1,000,000.00, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than $750,000.00, checks issued by a subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

5. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer’s covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

6. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements, and health benefits required by Section 6-109. No work may be performed by a subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the subcontractor.

7. Each year throughout the term of the Agreement and whenever requesting the Department’s approval of a subcontractor, the Contractor shall submit to the Department an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.

8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or
any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor’s account an amount equal to the cost of such investigation.

Section 4.05 Non-Discrimination in Employment

A. General Prohibition. To the extent required by law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. N.Y. Labor Law § 220-e. If this Agreement is 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, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;
3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of $50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 4.05.

The provisions of this Section 4.05(B) shall be limited to operations performed within the territorial limits of the State of New York.

C. Admin. Code § 6-108. If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by Admin. Code § 6-108, that:

1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in Section 4.05(C)(1) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section 4.05(C) shall, upon conviction thereof, be punished by a fine of not more than $100.00 or by imprisonment for not more than 30 Days, or both.

D. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules set forth at 66 RCNY §§ 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

   a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability,
marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners’, partners’ or shareholders’ race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services (“DLS”); and

f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

a. Disapproval of the Contractor; and/or

b. Suspension or termination of the Agreement; and/or

c. Declaring the Contractor in default; and/or
d. In lieu of any of the foregoing sanctions, imposition of an employment program.

3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of $100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).

5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).

6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Section 4.06 Paid Sick Leave Law

A. Introduction and General Provisions.

1. The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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2 Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.
2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. Code. It is administered by the City’s Department of Consumer Affairs (“DCA”). DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

3. The Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this Agreement. The Contractor further acknowledges that such compliance is a material term of this Agreement and that failure to comply with the PSLL in performance of this Agreement may result in its termination.

4. The Contractor must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. Additionally, the Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

5. The PSLL is summarized below for the convenience of the Contractor. The Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the PSLL. The Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

B. Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

1. An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

2. An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.
3. An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:
   
   a. such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
   
   b. such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
   
   c. closure of such employee’s place of business by order of a public official due to a public health emergency; or
   
   d. such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

4. An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee’s use of sick time pursuant to the PSLL must be treated by the employer as confidential.

5. If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

6. Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

C. Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);
2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

4. an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

5. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

6. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

7. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

8. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

E. Notice of Rights.

1. An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA’s website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.
F. **Records.** An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

G. **Enforcement and Penalties.**

1. Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation.

H. **More Generous Polices and Other Legal Requirements.** Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule, or regulation.

**Section 4.07 Whistleblower Protection Expansion Act**

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of
the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City
Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of Contractor’s officers or employees believes that he or she has
been the subject of an adverse personnel action in violation of this Section 4.07, he or she
shall be entitled to bring a cause of action against Contractor to recover all relief
necessary to make him or her whole. Such relief may include but is not limited to: (i) an
injunction to restrain continued retaliation, (ii) reinstatement to the position such
employee would have had but for the retaliation or to an equivalent position, (iii)
reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back
pay, plus interest, and (v) compensation for any special damages sustained as a result of
the retaliation, including litigation costs and reasonable attorney’s fees.

3. Contractor shall post a notice provided by the City (attached hereto) in a
prominent and accessible place on any site where work pursuant to the Agreement is
performed that contains information about:

   a. how its employees can report to the New York City Department of
      Investigation allegations of fraud, false claims, criminality or corruption arising
      out of or in connection with the Agreement; and

   b. the rights and remedies afforded to its employees under Admin. Code §§
      7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower
      Protection Expansion Act) for lawful acts taken in connection with the reporting
      of allegations of fraud, false claims, criminality or corruption in connection with
      the Agreement.

4. For the purposes of this Section 4.07, “adverse personnel action” includes
dismissal, demotion, suspension, disciplinary action, negative performance evaluation,
any action resulting in loss of staff, office space, equipment or other benefit, failure to
appoint, failure to promote, or any transfer or assignment or failure to transfer or assign
against the wishes of the affected officer or employee.

5. This Section 4.07 is applicable to all of Contractor’s subcontractors having
subcontracts with a value in excess of $100,000.00; accordingly, Contractor shall include
this Section 4.07 in all subcontracts with a value in excess of $100,000.00.

B. Section 4.07 is not applicable to this Agreement if it is valued at $100,000.00 or
less. Sections 4.07(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited
pursuant to a finding of an emergency. Section 4.07(A)(3) is neither applicable to this Agreement
if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to
October 18, 2012.
ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If
observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department’s designated official. Upon the request by the Department at any time during the Agreement or after the
Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

**Section 5.06 Electronic Records**

As used in this Appendix A, the terms “books,” “records,” “documents,” and “other evidence” refer to electronic versions as well as hard copy versions.

**Section 5.07 Investigations Clause**

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City 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, or 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;

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.

6. 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.
7. 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 E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that 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 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 (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that 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 Paragraph D 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 Paragraph (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. Definitions

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.

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.

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, or otherwise transacts business with the City.

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.

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 the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure
provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.
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E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights and Ownership of Work Product

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.
ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 7.02 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. The Contractor shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement.

B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, Certificate of Workers’ Compensation Insurance;
3. Form SI-12, Certificate of Workers’ Compensation Self-Insurance;
4. Form GSI-105.2, Certificate of Participation in Worker’s Compensation Group Self-Insurance;
5. Form DB-120.1, Certificate of Disability Benefits Insurance;
6. Form DB-155, Certificate of Disability Benefits Self-Insurance;
7. Form CE-200 – Affidavit of Exemption;
8. Other forms approved by the New York State Workers’ Compensation Board; or
9. Other proof of insurance in a form acceptable to the City.

Section 7.03 Other Insurance

A. Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and “occurrence” based rather than “claims-made.” Such coverage shall list the City, together with its officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

B. Commercial Automobile Liability Insurance. If indicated in Schedule A and or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. Professional Liability Insurance.

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.
D. **Crime Insurance.** If indicated in Schedule A, the Contractor shall maintain crime insurance during the term of the Agreement in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Contractor as named insured and shall list the City as loss payee as its interests may appear.

E. **Cyber Liability Insurance.** If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor’s cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

F. **Other Insurance.** The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

**Section 7.04 General Requirements for Insurance Coverage and Policies**

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;

2. have an A.M. Best rating of at least A-/VII, a Standard & Poor’s rating of at least A, a Moody’s Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and

3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
C. There shall be no self-insurance program, including a self-insurance retention, exceeding $10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.05 Proof of Insurance

A. For each policy required under Section 7.03 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Contractor shall provide the City with a copy of any policy required under this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in Section 14.04 and Schedule A and to the New York City Comptroller, Attn: Office.
of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.06 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Contractor’s employees was injured). Such notice shall expressly specify that “this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured” (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor’s failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such
entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

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

Section 8.02 Protection of City Property

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 negligence, 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.

Section 8.03 Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade
secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement’s scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The Contractor’s obligation to indemnify, defend and hold harmless the City and its officials and employees shall neither be (i) limited in any way by the Contractor’s obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officials or employees to avail themselves of the benefits of such insurance.

Section 8.06 Actions By or Against Third Parties

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance that the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

Section 8.07 Withholding of Payments

A. If any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. If any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 7.03 above has accepted the City’s tender of the claim or action without a reservation of rights.
D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section 8.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officials and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

Section 9.02 Changes Through Fault of Contractor

If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. In its sole discretion, the City shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.
C. If the City terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State, and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor’s suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section 10.02, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of
the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this Section 10.02 shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this Agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

   1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

   2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

   3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

   4. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

      a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

      b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

      c. a criminal violation of any state or federal antitrust law;

      d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

      e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

      f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section 10.03. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.
Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

F. If the City terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 14.04. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:
1. Accounting for and refunding to the Department, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within 45 Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the Department waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section 10.06, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor’s breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.
Section 10.07 Liquidated Damages

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. With some exceptions, the provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 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 11.02 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 Department may waive the requirements of this Section 11.02 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 11.02 is applicable to contracts valued at $25,000.00 and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section 12.02, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys’ fees incurred by the City in removing the action to a proper court consistent with this Section 12.02.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, 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 this Section 12.03 and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 12.03 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, or to termination other than for cause.

2. For construction and construction-related services this Section 12.03 shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor’s
work to the Agreement, and the acceptability and quality of the Contractor’s work; such
disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit
Officer, or other designee of the Agency Head makes a determination with which the
Contractor disagrees. For construction, this Section 12.03 shall not apply to termination
of the Agreement for cause or other than for cause.

B. All determinations required by this Section 12.03 shall be clearly stated, with a
reasoned explanation for the determination based on the information and evidence presented to
the party making the determination. Failure to make such determination within the time required
by this Section 12.03 shall be deemed a non-determination without prejudice that will allow
application to the next level.

C. During such time as any dispute is being presented, heard, and considered
pursuant to this Section 12.03, the Agreement terms shall remain in full force and effect and,
unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform
work in accordance with the Agreement and as directed by the ACCO or City Engineer, City
Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head.
Failure of the Contractor to continue the work as directed shall constitute a waiver by the
Contractor of any and all claims being presented pursuant to this Section 12.03 and a material
breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its
dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified
herein, or, if no time is specified, within 30 Days of receiving written notice of the
determination or action that is the subject of the dispute. This notice requirement shall not
be read to replace any other notice requirements contained in the Agreement. The Notice
of Dispute shall include all the facts, evidence, documents, or other basis upon which the
Contractor relies in support of its position, as well as a detailed computation
demonstrating how any amount of money claimed by the Contractor in the dispute was
arrived at. Within 30 Days after receipt of the complete Notice of Dispute, the ACCO or,
in the case of construction or construction-related services, the City Engineer, City
Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head,
shall submit to the Agency Head all materials he or she deems pertinent to the
dispute. Following initial submissions to the Agency Head, either party may demand of
the other the production of any document or other material the demanding party believes
may be relevant to the dispute. The requested party shall produce all relevant materials
that are not otherwise protected by a legal privilege recognized by the courts of New
York State. Any question of relevancy shall be determined by  the Agency Head whose
decision shall be final. Willful failure of the Contractor to produce any requested material
whose relevancy the Contractor has not disputed, or whose relevancy has been
affirmatively determined, shall constitute a waiver by the Contractor of its claim.
2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head’s ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section 12.03 as the Contractor initiating the dispute.

3. Agency Head Determination. Within 30 Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head’s decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board (“CDRB”) pursuant to this Section 12.03. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within 30 Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
2. Agency Response. Within 30 Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within 15 Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have 45 Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of 90 Days from the Comptroller’s receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section 12.03 as may be necessary in the execution of the CDRB’s functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer (“CCPO”) or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not
have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section 12.03, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller’s Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within 30 Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH’s offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to 30 Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency’s case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within 45 Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of
time, not to exceed 90 Days, and shall so advise the parties at the commencement of this period. The CDRB’s decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be 30 Days after the date the parties are formally notified of the CDRB’s decision.

6. Finality of CDRB Decision. The CDRB’s decision shall be final and binding on all parties. Any party may seek review of the CDRB’s decision solely in the form of a challenge, filed within four months of the date of the CDRB’s decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB’s decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section 12.03 shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section 12.03.

Section 12.04 Claims and Actions

A. Any claim, that is not subject to dispute resolution under the PPB Rules or this Agreement, against the City for damages for breach of contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officials, Agents, or Employees

No claim shall be made by the Contractor against any official, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.
Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. If there is a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.
Section 13.05 Unlawful Discrimination in the Provision of Services

A. Discrimination in Public Accommodations. With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. Discrimination in Housing Accommodations. With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. Admin. Code § 6-123. In accordance with Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of $50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. Immigration status. In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person’s immigration status.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the
Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; 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 Charter § 1057-a, the Contractor, if it has 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 materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department’s 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 link 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 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 City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word “Contractor” shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 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 Voter Registration Forms. In accordance with Charter § 1057-a, 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 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 City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, 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 Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.
Section 13.07 Political Activity

The 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.

Section 13.08 Religious Activity

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.

Section 13.09 Participation in an International Boycott

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 federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., 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, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.10 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.
Section 13.11 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section 13.11 applies as provided in Paragraph B of this Section 13.11, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section 13.11. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section 13.11 shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000.00 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. “Contractors” to whom this Section 13.11 applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor’s contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter “pamphlet”), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such
pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter § 1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section 13.11 shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.12 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.12. The participating City agencies are: Administration for Children’s Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency’s plans developed pursuant to E.O. 150.
ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section 14.01 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.
C. Nothing in this Section 14.04 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.
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 contract except ___________________________________________________________.

Full name of Proposer or Bidder [below]

____________________________________________________________________________

Address_____________________________________________________________________
City___________________________ State_____________________ Zip Code____________

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

□ A - □ Individual or Sole Proprietorships
   SOCIAL SECURITY NUMBER ________________________________

□ B - □ Partnership, Joint Venture or other unincorporated organization
   EMPLOYER IDENTIFICATION NUMBER __________________________

□ C - □ Corporation
   EMPLOYER IDENTIFICATION NUMBER __________________________

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 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.
## Appendix A January 2018 Final

### SCHEDULE A

<table>
<thead>
<tr>
<th>Types of Insurance (per Article 7 in its entirety, including listed paragraph)</th>
<th>Minimum Limits and Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>■ Workers’ Compensation §7.02</td>
<td>Statutory amounts.</td>
</tr>
<tr>
<td>■ Disability Benefits Insurance §7.02</td>
<td></td>
</tr>
<tr>
<td>■ Employers’ Liability §7.02</td>
<td></td>
</tr>
</tbody>
</table>

| □ Commercial General Liability §7.03(A) | $1,000,000.00 per occurrence |
| | $1,000,000.00 personal & advertising injury (unless waived in writing by the Department) |
| | $2,000,000.00 aggregate |
| | $0 products/completed operations |
| | Additional Insureds: |
| | 1. City of New York, including its officials and employees, and |
| | 2. __________________________ |
| | 3. __________________________ |

| □ Commercial Auto Liability §7.03(B) | $1,000,000.00 per accident combined single limit |
| | If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90 |

| □ Professional Liability/Errors & Omissions §7.03(C) | $1,000,000.00 per claim |

| □ Crime Insurance §7.03(D) | $______________ Employee Theft/Dishonesty |
Appendix A January 2018 Final

<table>
<thead>
<tr>
<th>$__________ Computer Fraud</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________ Funds Transfer Fraud</td>
</tr>
<tr>
<td>$__________ Client Coverage</td>
</tr>
<tr>
<td>$__________ Forgery or Alteration</td>
</tr>
<tr>
<td>$__________ Inside the Premises (theft of money and securities)</td>
</tr>
<tr>
<td>$__________ Inside the Premises (robbery or safe burglary of other property)</td>
</tr>
<tr>
<td>$__________ Outside the Premises</td>
</tr>
<tr>
<td>$__________ Money Orders and Counterfeit Money</td>
</tr>
</tbody>
</table>

City of New York is a loss payee as its interests may appear

☐ Cyber Liability Insurance §7.03(E) [If there is a significant cyber risk, please consult with the Law Department about specific insurance requirements.]

☐ [OTHER] [If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]

☐ [OTHER] [If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]

Section 10.07 – Liquidated Damages

- Violation of Section 3.02(H), reporting subcontractors in the City’s Payee Information Portal $100 per day

Section 14.04 – Notice
<table>
<thead>
<tr>
<th>Department’s Mailing Address and Email Address for Notices</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor’s Mailing Address and Email Address for Notices</th>
</tr>
</thead>
</table>
CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers’ Compensation Insurance, Employer’s Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____________________________________________________
[Name of broker or agent (typewritten)]

_____________________________________________________
[Address of broker or agent (typewritten)]

_____________________________________________________
[Email address of broker or agent (typewritten)]

_____________________________________________________
[Phone number/Fax number of broker or agent (typewritten)]

_____________________________________________________
[Signature of authorized official, broker, or agent]

_____________________________________________________
[Name and title of authorized official, broker, or agent (typewritten)]

State of ……………………….)
) ss.:
County of …………………….)

Sworn to before me this _____ day of ___________ 20___

_______________________________________________________
NOTARY PUBLIC FOR THE STATE OF ____________________
REPORT  
CORRUPTION, FRAUD, UNETHICAL CONDUCT  
RELATING TO A NYC-FUNDED CONTRACT OR PROJECT  
CALL THE NYC DEPARTMENT OF INVESTIGATION  
212-825-5959

<table>
<thead>
<tr>
<th>DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:</th>
<th>OR SCAN THE QR CODE ABOVE TO MAKE A COMPLAINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York City Department of Investigation (DOI)</td>
<td></td>
</tr>
<tr>
<td>80 Maiden Lane, 17th floor</td>
<td></td>
</tr>
<tr>
<td>New York, New York 10038</td>
<td></td>
</tr>
<tr>
<td>Attention: COMPLAINT BUREAU</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OR FILE A COMPLAINT ON-LINE AT:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.nyc.gov/doi">www.nyc.gov/doi</a></td>
</tr>
</tbody>
</table>

| All communications are confidential                   |

<table>
<thead>
<tr>
<th>THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.</td>
<td></td>
</tr>
<tr>
<td>• To be protected by this law, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.</td>
<td></td>
</tr>
<tr>
<td>• Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT B

PROPOSAL COVER LETTER

RFP TITLE: ____________________________________________

PIN #: ________________________________

Proposer:

Name: _______________________________________________

Address: _____________________________________________

_____________________________________________________

Tax Identification #: ________________________________

Proposer’s Contact Person:

Name: _______________________________________________

Title: ________________________________________________

Telephone #: _______________________________________

Certification of Compliance with Minimum Qualification Requirement(s)

Proposer’s Authorized Representative:

Name: _______________________________________________

Title: ________________________________________________

Signature: ___________________________________________

Date: ________________________________________________

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content
as requested by the City in the instructions to this solicitation?

☐ Yes  ☐ No
ATTACHMENT C

PRICE PROPOSAL FORM

<table>
<thead>
<tr>
<th>COMPANY NAME AND ADDRESS:</th>
<th>PHONE #:</th>
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<tr>
<th>POINT OF CONTACT NAME:</th>
<th>EMAIL ADDRESS:</th>
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<tr>
<th>OFFER TOTAL PROPOSED AMOUNT: $</th>
<th>15% HOLDBACK TOTAL: $</th>
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DETAIL DESCRIPTION OF COST ELEMENTS AND DELIVERABLES: Submit a line item budget

This is not a time and materials contract, rather the proposed cost must be a firm fixed cost. Although it is understood that many project deliverables will be submitted to the Fund by the selected Offeror, the number of payments made will be limited to meaningful milestones or major deliverables tied to the overall COPS 2.0 project, as negotiated with the selected Offeror. The Price Proposal may contemplate and provide for change orders and/or augmentations that will be managed through the COPS 2.0 change control process.

Offerors should note that there is a significant difference between the Fund’s receipt of a contractual deliverable and its acceptance of that deliverable. It must be understood that in most cases, the Fund will require a minimum of thirty (30) days to provide formal written acceptance of a contractual deliverable associated with a payment. Only upon receipt by the Offeror of written acceptance from the Fund’s Project Manager, may the contractual deliverable be invoiced to the Fund. All invoices must include a copy of the signed acceptance(s) by the Fund. Payments of invoices by the Fund will be made within 30 days of receipt of the invoice for an accepted contractual deliverable.

Each invoice for services submitted to the Fund by the Offeror must reflect a 15% holdback amount.

The successful Offeror will provide a monthly, updated spreadsheet indicating what has been billed (and when), what has been paid (and when), what invoices may be in dispute, and the remaining project budget. The format of this tracking spreadsheet and the detail will be reviewed and approved by the Fund. Invoice dates, invoice numbers, warrants numbers, and warrant dates must be included.

Upon the final rollout’s acceptance of COPS 2.0 by the Fund’s Project Manager, the Offeror may submit an invoice for the sum of all holdback amounts for payment by the Fund. Offerors are cautioned that when the Fund’s final acceptance of the system will occur cannot be pre-defined.

Annual Cost Projection: The Fund anticipates the contract will span over a five year period with three one year renewal options. Based on the work plan developed and understanding of what’s expected, please provide the Fund with a cost estimate for each year.

| Year 1 | $____________________ |
| Year 2 | $____________________ |
| Year 3 | $____________________ |
| Year 4 | $____________________ |
| Year 5 | $____________________ |

Signature of Authorized Company Representative: The price/cost proposal reflects our best price as of this date in accordance with the RFP preparation instructions.

Name ______________________  Date ______________________
**ATTACHMENT D**

**SUBCONTRACTOR APPROVAL FORM**

**CITY OF NEW YORK**

**SUBCONTRACTOR APPROVAL FORM**

Column on left indicates whom that section is to be completed by.

### PRIME CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Unit/Div:</th>
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<tr>
<td>FMS Contract No.:</td>
<td>PIN:</td>
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<td>Contract Value: $</td>
<td>Registration Date:</td>
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<td>Contract Description:</td>
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### PRIME CONTRACTOR IDENTIFICATION

<table>
<thead>
<tr>
<th>Name:</th>
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<th>Fax:</th>
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<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
<td>State/Zip:</td>
</tr>
<tr>
<td>EIN/SSN:</td>
<td>E-Mail:</td>
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### SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phone:</th>
<th>Fax:</th>
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<td>Address:</td>
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<td>State/Zip:</td>
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<td>EIN/SSN:</td>
<td>E-Mail:</td>
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</tr>
<tr>
<td>Subcontract Description:</td>
<td></td>
<td></td>
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<tr>
<td>Agreed-Upon Subcontract Value: $</td>
<td></td>
<td></td>
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<tr>
<td>Approx Start Date: / /</td>
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<td></td>
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<tr>
<td>Approx End Date: / /</td>
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<tr>
<td>Subcontractor is DSBS-certified as:</td>
<td></td>
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<tr>
<td>M/WBE □ EBE □ LBE □ (check all that apply &amp; note status below)</td>
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<td></td>
</tr>
<tr>
<td>YES □ □ Application Pending □</td>
<td>Intends to Apply □</td>
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<tr>
<td>NO □</td>
<td></td>
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<tr>
<td>Subcontractor Prevailing Wage or Living Wage Statement (if applicable) □</td>
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</table>

**Prime Contractor Certification:** I hereby affirn that the information supplied is true and correct.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
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### AGENCY PRELIMINARY REVIEW

**PLEASE SEE PAGE 2 FOR INSTRUCTIONS**

**Agency Preliminary Review Completed By:** ____________________________ Date ____________


### PRIME CONTRACTOR RESPONSE

For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.

<table>
<thead>
<tr>
<th>Initials:</th>
<th>Date</th>
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### AGENCY FINAL RESPONSE

**Final Agency Approval:** Granted □ Denied □

<table>
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<th>Signature:</th>
<th>Date</th>
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MOCS Subcontractor Approval Form (June 2008)
After completing the Preliminary Review, the agency will mark, on Page 1, the box for any item requiring follow-up and return the form the to the Prime Vendor. The Prime Vendor should follow the instructions below for each of the boxes checked in the Agency Preliminary Review on Page 1, and return the form to the agency with any required documentation.

1. VENDEX

If Box 1 (VENDEX) is checked, the agency has granted preliminary approval, and determined that the subcontractor is required to file VENDEX Questionnaires with the Mayor's Office of Contract Services. A VENDEX Vendor Questionnaire and Principal Questionnaire must be filed where the subcontract dollar amount is ≥ $100,000 or where the aggregate business with the City is ≥ $100,000 during the preceding twelve months. The VENDEX Questionnaires and Guide can be downloaded from http://www.nyc.gov/html/seiltonyc/html/tocwendex.html.

2. Employment

If Box 2 (Employment) is checked, the subcontractor must complete a Division of Labor Services (DLS) Construction Employment Report. A subcontractor selected to perform work on a construction project funded or assisted by the City of New York must complete a DLS Construction Employment Report if the subcontract dollar amount > $750,000. For construction projects funded in whole or in part by the federal government, a DLS Construction Employment Report must be completed if the proposed subcontract value > $10,000. For non-construction goods/services subcontracts > $100,000, employment reports are required for any subcontractor with > 50 employees, and a certificate is required for those with fewer employees.

3. References

If Box 3 (References) is checked, you as the prime contractor must provide references with respect to the subcontractor's ability to perform, consisting of a list of three completed comparable projects. References shall include a full description/location of each project, scope of work, value of project, and the names and phone numbers of owners, architect or engineer who supervised the work. Please attach your documentation to your response.

4. Apprenticeship

If Box 4 (Apprenticeship) is checked, you as the prime contractor must provide the agency with proof that the subcontractor maintains an apprenticeship agreement appropriate for the scope of work to be performed, that the apprenticeship agreement has been registered with and approved by the New York State Commission of Labor, and that the program has three years of current, successful experience in providing career opportunities.

5. Licenses

If Box 5 (Licenses) is checked, you as the prime contractor must document that the subcontractor has all required licenses. Please attach your documentation to your response.
ATTACHMENT E

ACKNOWLEDGEMENT OF ADDENDA

<table>
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<th>TITLE</th>
<th>PIN #</th>
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**DIRECTION:** COMPLETE PART I, OR PART II, WHICH EVER IS APPLICABLE

**PART I:** LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS IFB.

<table>
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<tr>
<th>Addendum #</th>
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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

BIDDER (NAME) ___________________________ DATE / /

BIDDER (SIGNATURE) _______________________ DATE / /
Doing Business Data Form

Any entity receiving, applying for or proposing on an award, agreement or solicitation 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; no other information reported on this form will be disclosed to the public. This Data Form is not related to the City's VENDEX requirements.

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

Section 1: Entity Information

Entity Name: __________________________
Entity EIN/TIN: __________________________

Entity Filing Status (select one):

- 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:  
Entity Type:  
- Corporation (any type)  
- Joint Venture  
- Sole Proprietor  
- LLC  
- Partnership (any type)  
- Other (specify): __________________________

Address: __________________________
City: __________________________  State: __________________________  Zip: __________________________
Phone: __________________________  Fax: __________________________
E-mail: __________________________

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

04/29/2008  For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 2: 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

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

First Name: ________________________  MI: _____  Last: ________________________

Office Title: ________________________________________________________________

Employer (if not employed by entity): __________________________________________

Birth Date (mm/dd/yy): _____________  Home Phone #: ________________________

Home Address: _____________________________________________________________

This person replaced former CEO: ___________________________  on date: __________

Chief Financial Officer (CFO) or equivalent officer

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

First Name: ________________________  MI: _____  Last: ________________________

Office Title: ________________________________________________________________

Employer (if not employed by entity): __________________________________________

Birth Date (mm/dd/yy): _____________  Home Phone #: ________________________

Home Address: _____________________________________________________________

This person replaced former CFO: ___________________________  on date: __________

Chief Operating Officer (COO) or equivalent officer

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

First Name: ________________________  MI: _____  Last: ________________________

Office Title: ________________________________________________________________

Employer (if not employed by entity): __________________________________________

Birth Date (mm/dd/yy): _____________  Home Phone #: ________________________

Home Address: _____________________________________________________________

This person replaced former COO: ___________________________  on date: __________

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do not need to 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 who are no longer owners at the bottom of this page. 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
- [ ] There are no individual owners
- [ ] No individual owner holds 10% or more shares in the entity
- [ ] Other (explain): ____________________________________________________________________

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>MI</th>
<th>Last</th>
<th>Office Title</th>
<th>Employer (if not employed by entity)</th>
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Remove the following previously-reported Principal Owners:

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<tr>
<th>Name</th>
<th>Removal Date</th>
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For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 4: 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: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): ___________________________ Home Phone #: ___________________________
Home Address: ___________________________

First Name: ___________________________ MI: _______ Last: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): ___________________________ Home Phone #: ___________________________
Home Address: ___________________________

First Name: ___________________________ MI: _______ Last: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): ___________________________ Home Phone #: ___________________________
Home Address: ___________________________

Remove the following previously-reported Senior Managers:

Name: ___________________________ Removal Date: ___________________________
Name: ___________________________ Removal Date: ___________________________

Certification

I certify that the information submitted on these four 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: ___________________________
Signature: ___________________________ Date: ___________________________
Entity Name: ___________________________
Title: ___________________________ Work Phone #: ___________________________

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
What is the purpose of the Doing Business Database?
Local Law 34 of 2007 (LL 34), the pay to play reform act, is designed to limit the actual or perceived influence that campaign contributions could have on the City’s procurement and award processes. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of organizations that do business with the City and mandates the creation of a Doing Business Database to allow the City to enforce the law. As explained below, all organizations that have business dealings with the City are required to complete a Doing Business Data Form.

What organizations will be included in the Doing Business Database?
LL 34 covers organizations that propose on, apply for or are awarded various transactions with or by City agencies and other governmental entities, such as public benefit corporations. It also covers lobbyists. There are certain exceptions to these categories; call the Doing Business Accountability Project at 212-788-8104 for more information.

- **Contracts, Concessions and Franchises**: any organization proposing on or holding (either in the last 12 months or currently open) $100,000 in contracts for goods or services, $500,000 in contracts for construction, or $100,000 in concessions or franchises; or receiving $100,000 in City Council or Borough president discretionary allocations. LL 34 covers the unsuccessful proposers as well as the awardees. Certain contracts are not covered, most notably “conventional” competitive sealed bids (i.e. bids that do not use a prequalified list or “Best Value” selection criteria). Because all of the business that an organization does or proposes to do with the City will be added together, you must complete a Data Form for all transactions greater than $5,000, even if you do not currently do enough business with the City to be listed in the Database.
- **Grants**: any organization that receives grants totaling $100,000.
- **Economic development agreements**: any application or award (any value)
- **Contracts for the investment of pension funds**: any proposal or award (any value)
- **Contracts related to the City’s debt**: any proposal or award (any value)
- **Real property transactions**: any sale, purchase, lease to the City, lease from the City (any value)
- **Land use actions**: Charter approvals under sections §§195, 197-a and 201
- **Lobbyists**: any firm or person required to submit a lobbyist registration statement.

What individuals will be included in the Doing Business Database?
The principal officers, owners and senior managers of organizations listed in the Doing Business Database are considered to be doing business with the City and will also be included in the Database.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents.
- **Principal Owners** are individuals who own or control 10% or more of the organization. This includes stockholders, partners and anyone else with an ownership or controlling interest in the organization.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any of the transactions covered by LL 34.
- **Lobbyists**: any lobbyist included in a lobbyist registration statement.

How will this information be collected? Why have I received a Doing Business Data Form?
Each time an organization proposes on or enters a covered transaction, it will be required to fill out a Doing Business Data Form. Covered transactions include proposals for contracts, franchise and concessions of more than $5,000. However, no organization will have to fill out the form in its entirety more than once. The Data Form has both a Change option, which requires only information that has changed since the last Data Form was filed, and a No Change option. Because all of the business that an organization does or proposes to do with the City will be added together, you must complete the Data Form for all covered transactions, including contract, franchises and concessions greater than $5,000, even if you do not currently do enough business with the City to be listed in the Database. If an agency sends you a Data Form, you must complete it.
Will the personal information on the Data Form be available to the public?
No. The names and titles of the officers, owners and senior managers reported on the Data Form will be made available to the public, as will information about the organization itself. However, personal identifying information, such as home address, home phone and date of birth, is considered confidential and will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

What happens if an organization doesn't submit a complete and accurate Data Form?
No award for a covered transaction will be made, and no proposal for a covered transaction will be considered, unless the Data Form is completed.

I provided some of this information on the VENDEX Questionnaire; do I have to do provide it again?
Yes. Although the Doing Business Data Form and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the Data Form requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

No one in my organization plans to contribute to a candidate; do I have to fill out the Data Form?
Yes. All organizations are required to return this Data Form with complete and accurate information, regardless of the history or intention of the organization or its officers, owners or senior managers to make campaign contributions. The Doing Business Database must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

How does a person remove him/herself from the Doing Business Database?
When an organization stops doing business with the City, the people associated with it are removed from the Database automatically. However, any person who believes that s/he should not be listed may apply for removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the organization. Organizations may also update their database information by submitting an update form. Removal Request and Update forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

How long will an organization and its officers, owners and senior managers remain listed on the Doing Business Database?
- Contract, Concession and Economic Development Agreement holders: generally for the term of the transaction, plus one year.
- Franchise and Grant holders: from the commencement or renewal of the transaction, plus one year.
- Pension investment contracts: from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- Line item and discretionary appropriations: from the date of budget adoption until the end of the contract, plus one year.
- Contract proposers: for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- Franchise and Concession proposers: for one year from the proposal submission date.
For information on other transaction types, contact the Doing Business Accountability Project.

What are the campaign contribution limits for people doing business with the City?
Contributions to City Council candidates are limited to $250 per election cycle; $320 to Borough President candidates; and $400 to candidates for citywide office, and are not matchable. Please contact the NYC Campaign Finance Board for more information at www.nycfcb.info, or 212-306-7100.

If you have any questions about Local Law 34, the Doing Business Database or the Doing Business Data Form please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

06/21/12
ATTACHMENT G

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.
CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

CERTIFICATION

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _________________ 20__

__________________________
SIGNATURE

__________________________
PRINTED NAME

__________________________
TITLE

Sworn to before me this

_____ day of______, 20__

__________________________
Notary Public
ATTACHMENT H

This Non-Disclosure Agreement and Data Security Agreement ("Agreement") is dated ______ and entered into by and between the New York City Police Pension Fund ("NYCPPF" or "Fund"), a public pension fund created pursuant to New York City Administrative Code § 13-216, whose principal place of business is 233 Broadway, New York, New York 10279 and _____ ("Vendor"), a corporation duly authorized by the state laws of ___, whose principal place of business is _____.

It is understood and agreed to that the Fund would like to disclose certain information that has been deemed confidential to the Vendor. To ensure the protection of such information and in consideration of the agreement to exchange said information, in accordance with the Fund’s internal policies and procedures, the parties agree as follows:

1. "Confidential Information" is deemed to include any personally identifiable information, as well as any data deemed not to be considered public information subject to disclosure under the New York State Freedom of Information Law: Public Officer’s Law §§ 87, et seq. Confidential Information means any personal information concerning a natural person in combination with any one or more of the following data elements in combination with any required security code regardless of whether it is a public document. This includes, but is not limited to:

   A. The Social Security Number of any member, beneficiary, or payee
   B. The home address, telephone number, and/or e-mail address of any member, beneficiary, or payee
   C. The name of any beneficiary or alternate payee
   D. Member medical records
   E. Banking information of any member, beneficiary, or payee
   F. Loan histories for any member
   G. Drivers’ License Numbers of any member, beneficiary, or payee
   H. Legal documents not entered with a county clerk, i.e., unfiled judgments, powers of attorney, trust agreements, etc.

2. All electronic Confidential Information not residing on a server maintained by the Fund must be hosted on an encrypted disc or drive; all Confidential Information transmitted via electronic mail must also be encrypted. Passwords for each encrypted file must be maintained in a log, which may be audited by the Fund’s Information Technology department at any time. Electronic Confidential Information should be wiped from any disc or drive when there is no longer a legitimate business need for same. Any encrypted drives provided by the Fund to Vendor must be returned at the end of the engagement.
3. Paper containing Confidential Information must be safeguarded at all times, and placed in a locked receptacle when not in use. Paper Confidential Information should be destroyed using a cross shredder when there is no longer a legitimate business need for same. If Vendor does not have access to an adequate paper shredder, all documents should be returned to the Fund for destruction.

4. This Agreement imposes no obligation upon Vendor with respect to any Confidential Information that (a) was in Vendor’s possession before receipt from the Fund; (b) is or becomes a matter of public knowledge through no fault of the Vendor; (c) is rightfully received by the Vendor from a third party not owing a duty of confidentiality to the Fund; or (d) is independently developed by the Vendor.

5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Vendor any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information for the following specified purpose: the audit of the Fund’s data pursuant to an agreement entered into between the Vendor and the New York City Office of the Comptroller. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

6. Pursuant to the New York State Information Security Breach and Notification Act (“Act”), in the event of a Security Breach the Fund must be immediately notified so as to fulfil its obligations under the Act. A Security Breach is defined as an unauthorized acquisition of computerized data which compromises the security, confidentiality or integrity of the Fund’s Confidential Information.

7. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood by Vendor that due to the nature of the Confidential Information, a breach or threatened breach of this Agreement may result in irreparable injury to the Fund and that, in addition to its other remedies money and/or other damages from the Vendor, the Fund shall be entitled to injunctive relief to restrain such breach.

8. The obligations set forth in this Agreement shall survive the termination of the engagement for any reason.

9. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto.

10. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of the Fund and Vendor. Neither party shall assign or transfer this
Agreement to any third party, without the prior written consent of the other party. This Agreement is made under and shall be construed according to the laws of the State of New York. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of New York, New York County.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the NDA as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

New York City Police Pension Fund

Name: Kevin Holloran
Company: New York City Police Pension Fund
Title: Executive Director

Signature: 
Date: 

Vendor:

Name: 
Company: 
Title: 
Signature: 
Date: 

Approved as to Form
Certified as to Legal Authority

Nicole Giambarrrese
General Counsel
New York City Police Pension Fund

Signature: 
Date: 

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