



**New York City
Office of Emergency Management**
165 Cadman Plaza East
Brooklyn, New York, 11201

**CITYWIDE ASSET AND LOGISTICS MANAGEMENT
SYSTEM (CALMS)
REQUEST FOR PROPOSALS (RFP)**

PIN#: 01712P0001

RFP Release Date: January 26, 2012

Deadline for Proposals: **5:00 PM (EST), February 14, 2012**

Return To: 165 Cadman Plaza East
Brooklyn, NY 11201

Attention: Brian Genzmann

Pre-Proposal Conference: February 3, 2012 at 10:30 AM (EST)
OEM
165 Cadman Plaza East
Brooklyn, NY 11201
Or
Webinar

This Request for Proposals (RFP) must be obtained directly from the Office of Emergency Management (OEM) in person or by downloading it from OEM's web site <http://www.nyc.gov/html/oem/html/businesses/rfp.shtml>. If you obtained a copy of this RFP from any other source, you are not registered as a potential proposer and will not receive addenda OEM may issue after release of this RFP, which may affect the requirements and/or terms of the RFP.

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AUTHORIZED AGENCY CONTACT PERSONS

The authorized primary agency contact person for all matters concerning this Request for Proposals (RFP) is:

Name: Brian Genzmann
Title: Procurement Analyst
Mailing Address: 165 Cadman Plaza East
Brooklyn, NY 11201
Telephone #: 718-422-4867
Fax #: 718-246-6011
E-Mail Address: procurement@oem.nyc.gov

The alternative agency contact person is:

Name: Erika Yan
Title: Director of Procurement
Mailing Address: 165 Cadman Plaza East
Brooklyn, NY 11201
Telephone #: 718-422-4845
Fax #: 718-246-6011
E-Mail Address: procurement@oem.nyc.gov

If you have any questions regarding this solicitation, please email procurement@oem.nyc.gov, with “**CALMS RFP – questions**” in the subject line.

SECTION I: TIMETABLE

A. Release Date of this Request for Proposals: January 26, 2012

All questions and requests for additional information concerning this RFP should be directed to Brian Genzmann, the Agency's authorized contact person. Substantive questions must be submitted in writing by letter, fax or email. All substantive information (other than information of a proprietary nature to an asking proposer) and questions will be included in an addendum to the RFP that will be sent to all vendors known to OEM to have received a copy of the RFP. **All questions must be received by February 9, 2012.**

Proposers should note that any telephone or written response that may constitute a change to the RFP will not be binding unless OEM subsequently issues such a change as a written addendum to the RFP.

B. Pre-Proposal Conference:

- o **Date:** February 3, 2012
- o **Time:** 10:30 AM (EST)
- o **Location:** Webinar (registration information will be provided after RSVP)
Or
New York City Office of Emergency Management
165 Cadman Plaza East, North Conference Room (1st Floor)
Brooklyn, NY 11201

Attendance by proposers is optional but strongly recommended by the Agency. Proposers who are interested in attending the Pre-Proposal Conference have the option to attend at the site or through a Webinar. OEM will be demonstrating the components of the CALMS system at the conference. OEM is not responsible for any travel expenses incurred during the proposal process. The Pre-Proposal Conference will be for approximately one hour.

If you will attend the Pre-Proposal Conference (On site or Webinar), you must RSVP with Brian Genzmann, via email to procurement@oem.nyc.gov by **February 2, 2012 at 5 PM (EST)**.

OEM requests that each organization send no more than two representatives to the Pre-Proposal Conference. If you require additional personal to attend, they can do so through the Webinar. Due to security issues at the site, if you will attend the Pre-Proposal Conference, you must RSVP. Please leave adequate time to go through security at the site and bring photo ID.

Registration information for the webinar will be sent out prior to the conference to all participating proposers.

C. Proposal Due Date and Time:

- Date: February 14, 2012
- Time: 5:00 PM (Eastern Standard Time)
- E-mail Address: procurement@oem.nyc.gov
- Fax Number: (718) 246-6011
- Location: New York City Office of Emergency Management
165 Cadman Plaza East, Brooklyn, NY 11201
- Attention: Brian Genzmann

E-mailed or faxed proposals will not be accepted by the Agency.

Proposals may be mailed or hand delivered. Please call the Authorized Agency Contact person to confirm that your proposal has been received.

Proposals received at this location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules. The

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Agency 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 proposal which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

NOTE – failure to submit complete proposals to the correct address by the time noted above may result in rejection of the proposal

D. Anticipated Contract Start Date: June 1, 2012

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The New York City (NYC) Office of Emergency Management (OEM) is seeking an appropriately qualified vendor to enhance, host, and maintain the Citywide Asset and Logistics Management System (CALMS).

The selected vendor will be responsible for hosting and maintenance of the system as well as maintaining a close working relationship with the OEM CALMS Program Manager to develop new areas and functionalities of CALMS.

Background

NYC OEM plans and prepares for emergencies, educates the public about preparedness, coordinates emergency response and recovery, and collects and disseminates emergency information. One of NYC OEM's initiatives is CALMS, a comprehensive and customized resource management system that inventories assets such as facilities, fleet, personnel, and equipment and supplies. This is a customized website that provides a comprehensive facility inventory of shelters, points of dispensing, and staging areas etc. for use during emergencies.

Since its launch in January 2004, CALMS has served as the City's only combined database for emergency resources. The system was originally built to capture information on City-owned assets, including emergency vehicles and equipment, shelter facilities, and emergency personnel. In addition to New York City resources, CALMS contains areas for regional, State, and Federal government resources, as well as non-profit and private sector assets and donated goods. These resources are collected and updated from City agencies and partner organizations on a regular basis by the OEM CALMS Program Manager using a combination of surveys and spreadsheet uploads.

Since CALMS houses data from multiple sources and agencies, there are a very limited number of users who are authorized to edit data. The OEM CALMS Program Manager is responsible for adding and editing data across the site, but each agency is also able to add or edit information that pertains to their agency via spreadsheet uploads. In addition, partner agencies can restrict who has access to view their data. At this time, CALMS is a static website that is not updated real time when equipment goes out of service or is deployed. There is strong interest in developing CALMS to track more real-time data from partner agencies. CALMS receives data via manual data entry or as uploads from spreadsheets, but there may be a need in the future to work with other systems to provide real-time updates and tracking data.

The CALMS website and content currently uses 2.78 GB and the database itself is 250 MB and can operate on 1.5Mbps of bandwidth (a standard T1).

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be thirteen months, from 6/1/2012 to 6/30/13, and may include four (4) one (1) year options to renew. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

C. Anticipated Available (Annual) Funding

It is anticipated that the available annual funding for the contract awarded from this RFP will be \$100,000. Greater consideration will be given to proposers that propose more competitive prices in combination with a high quality program.

D. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be based on a combination of line-item budget reimbursement and deliverables. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

F. Start Up and Transition

The contract term of thirteen months, will begin June 1, 2012 in order to facilitate a one-month transition from the current vendor. Hosting and Maintenance and of the system will begin 7/1/2012 for the subsequent twelve-month period.

G. Termination and Transition

If the contract is not renewed after the anticipated contract term, the vendor must allow for a transition period of one month to successfully transition projects to the new vendor.

I. Subcontracting

Subcontracting is permissible under the following conditions:

- The proposer is encouraged to identify any proposed subcontractor in the proposal.
- Agency assumptions regarding provider approach as set out in the Scope of Services and other sections of this RFP apply equally to any proposed subcontractor.
- All contractors and subcontracts shall be subject to OEM approval before expenses are incurred and payments made.

SECTION III - SCOPE OF WORK

A. OEM's Goals and Objectives for this RFP

OEM's overall goal and objective for this RFP is to build upon, host, and maintain the Citywide Asset and Logistics Management System (CALMS). Specifically, OEM's goals include the following: hosting and maintenance of primary server; remote support of backup server; password support; updates to tertiary backups; in-house hardware and software development expertise to further enhance CALMS capabilities and user ease; promotional and instructional materials; and GIS application development.

B. OEM's Assumptions Regarding Organizational Capability

- Two (2) professional references from former or current clients required.
- Resumes of key project personnel required. **There is not a minimum or maximum number of personal required to perform the scope of work.**
- Company audits from previous two (2) fiscal years required.
- Listing of similar projects the vendor has worked on required.

C. OEM's Assumptions Regarding Contractor Approach

OEM's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

1. Experience

- Experience working with government agencies is preferable.
- Familiarity with emergency management is desirable.
- Proven track record in project management and adherence to deadlines and budget.

2. Hosting and Maintenance

- a. Hosting and maintenance of primary server and applications and Geographic Information Systems (GIS) applications for the duration of the contract. (See components in Technical Specifications Section III C. 4. below)
- b. Remote support of backup server through software updates and tests with the NYC Department of Information Technology and Telecommunication (DOITT) system. Selected vendor may be required to submit an accreditation document and pass security tests to adhere to DOITT's security regulations.
- c. Must be able to provide user specific encrypted passwords that can be re-set and automatically sent to users at their request 24 hours a day.
- d. Quarterly updates to tertiary backups in the forms of laptops and other servers.
 - i. For laptop: The web pages that make up CALMS website and a back up of the SQL database (.BAK file) need to be placed on an FTP site, or transferred in another fashion to NYC OEM.
 - ii. For tertiary backup server: User logs into server remotely and copies over updated CALMS file and restores SQL database back up file (.BAK file).

3. Project Management and Expansion

This contract will consist of multiple services and components including but not limited to:

- a. Project Manager from the selected vendor in the form of a dedicated person to assist with the OEM CALMS Program Manager with growth and functionality of the site as well as troubleshoot small problems with the system as they arise and perform ad hoc data queries. This person will need to have some development experience in order to assist with feedback on the technological feasibility of proposed projects. This person or a backup must be available as needed during business hours and with an after hours number provided in case of emergency.
- b. In-house development capability to ensure that identified projects are carried out correctly and in the agreed upon timeframe. Deliverable 2.b.f . in Section III (below) outlines the process for preparing an annual work plan that will include task specifics, deliverables and costs. These will be based on the City's requirements as negotiated by the OEM CALMS Program Manager and will use the labor rates quoted in the attached pricing sheet. If an unplanned project arises, the selected vendor and the OEM CALMS Program Manager will follow the same process of establishing a deliverables-based task order. Below are some examples of potential projects or upgrades to the current system:
 - i. Facility Surveys: New survey functionality could be developed to assess emergency shelters or other facilities as needed. The selected vendor would need to work with the OEM CALMS Program Manager to create this functionality and house the survey data in a logical and appealing manner. The selected vendor may be asked to help develop the survey and then complete the manual data entry when the results are returned. The survey could be 8-10 pages each for 800+ facilities.
 - ii. Searching and Reports: Due to changing requirements, the City may require a new type of report from existing data within CALMS. The selected vendor will need to run the report at the time of request and create a function within CALMS for that report to be run by users in the future.
 - iii. Mapping: New mapping capabilities could be desired. The selected vendor's GIS unit would need to work with the OEM CALMS Program Manager to ensure that the correct layers are added. Additionally, the City may choose to equip some of the assets currently reported in CALMS with GPS or other tracking devices. The City may require the selected vendor to build a link with the external system that is tracking the equipment so that data can be viewed in CALMS.
 - iv. Permissions: New and enhanced permission levels may need to be created to give partner agencies permissions to view data are different levels. The selected vendor must be able to restrict or grant access at different levels sometimes even within a given record.
 - v. Expansion: Overall system upgrades with real-time tracking capability, expansion to data collection to the regional level, and additional equipment and facility collection may arise.
 - vi. As technology improves in partner agencies, there will be a need to mirror those improvements in CALMS. This could include possible routing and a move to make CALMS compatible with mobile devices.
- c. GIS Database Experience: Enterprise Geodatabase hosting and experience with ESRI ArcGIS Server Standard and Advanced Enterprise (ArcSDE) using Microsoft SQL Server 2010 RDBMS. Database design and creation, and design of versioned and editing environments to include integration of Enterprise geodatabases with Desktop, Mobile, and Web Applications (See components in Technical Specifications Section III. C. 4. below).
- d. Data entry capability for occasional manual data entry tasks associated with a project.

- e. Design, word processing and editing capabilities in order to create promotional and instructional materials (i.e., PowerPoint presentations, help guides, etc.).
- f. Work plan to be submitted to NYC OEM at the beginning of each fiscal year (NYC fiscal year starts July 1st) year detailing agreed upon tasks and the projected length of time and cost to achieve those goals, to include measures to provide for the safety and security of data in CALMS. The work plan will drive the projects to be completed over the course of the year and influence how we allocate and secure funds for the program. The work plan must be concrete and actionable, but with enough flexibility to accommodate emergent projects. This work plan shall be completed to the satisfaction of the OEM CALMS Program Manager in no more than two rounds of revisions (See Attachment B Price Proposal Form).
- g. Monthly updates on progress of projects and funds spent to date. Format will be agreed upon between the vendor and the OEM CALMS Program Manager (See Attachment B Price Proposal Form).
- h. One (1) in-person meeting to be held yearly in a location of the choosing of the OEM CALMS Program Manager with phone calls and conference calls as needed the rest of the year (See Attachment B Price Proposal Form).

4. Technical Specifications

The selected vendor(s) must be able to provide the following components including user rights to software prior to the start of contract and provide proof of expertise with their use:

- a. Software Application development - including but not limited to:
 - a. C# .NET Development
 - b. MVC Development
 - c. SQL Server
 - d. Console Applications
 - e. Web Services
 - f. Web Sites

- Note:** Current CALMS site is a C# .NET 3.5 application using SQL Server 2010 database.

- b. GIS Application development:
 - a. ESRI ArcIMS development.
 - b. ESRI ArcGIS Server web mapping application development using the .NET, JavaScript, and Microsoft Silverlight APIs.
 - c. C#, .NET, and VBA development using ArcObjects in ArcGIS Desktop and Engine environment for GIS Desktop applications.
 - d. ArcPad 10 & ArcGIS Server Mobile for Mobile GIS Development.
 - e. Additional experience in ESRI Extensions for specialized GIS applications (Spatial, 3D, Network, Geostatistical Analyst, and ArcLogistics Route).

Note: Current CALMS GIS is an ESRI ArcIMS v9.3 application.

- c. Other third-party components are being used and include:
 - 1. Component Art used to render the menu navigation throughout the site.
 - 2. Crystal Reports used to produce the reports throughout the site.
 - 3. Metabuilders used for multiple-row select checkboxes throughout the site.

- d. Potential future projects will include items listed above and incorporation of a real-time equipment tracking capability to be displayed in CALMS (GPS or other similar system) that the selected vendor may need to incorporate into CALMS.

D. 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 are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½” X 11” paper. 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>). The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment A) transmits the proposer’s Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

2. Technical Proposal

The technical proposal is a clear, concise narrative, which address the following:

a. Organizational Capability

Demonstrate the proposer’s organizational (i.e., technical, managerial and financial) capability to provide the work described in Section III. Specifically address the following:

- Attached a listing of at least two (2) relevant professional references from former or current clients. Include the name of the reference entity, a brief statement describing the relationship between the proposer, and the reference entity, and the name, title and telephone number of a contact person at the reference entity
- For each key project staff identified attach a resume.
- Attach a list of similar projects the vendor has worked on. Indicate the name of the organization and a brief description of the scope of the project.

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer’s organization.
- 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.

b. Experience

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III of this RFP. (Specifically address the following:

- Describe the proposer’s relevant experience working with government agencies.
- Describe the proposer’s relevant experience and familiarity working with emergency management
- Describe the proposer’s proven track record in project management and adherence to deadlines and budgets.

In addition:

- Attach a listing of at least two relevant references, including the name of the reference entity, a 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 proposed sub-contractor if any.

- Attach for each key staff position a resume and/or description of the qualifications that will be required. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.

c. Proposed Approach

Describe in detail how the proposer will provide the work described in Section III of this RFP and demonstrate that the proposer’s proposed approach will fulfill OEM’s goals and objectives. Specifically address the following:

- Hosting and Maintenance
 - Hosting and Maintenance of primary server
 - Remote Support of backup server
 - Password support
 - Quarterly updates to tertiary backups
- Project Management and Expansion
 - Project Manager
 - In house development capabilities
 - GIS database Experience
 - Data Entry capability
 - Promotional and instructional materials
 - Work plan
 - Monthly updates
 - Annual meeting
- Technical Specifications
 - Software Applications development
 - GIS Application development
 - Third part components
 - Potential future projects

OEM’s assumptions regarding contractor approach represent what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe will most likely achieve the Agency’s goals and objectives. Proposers may also propose more than one approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

3. Price Proposal

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City’s best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards of Sections IV(3)(a) and IV(3)(b), below. **The price proposal must be submitted in a separate, sealed envelope, labeled “Price Proposal.” The technical proposal should not contain any references to price so that proposals may be evaluated on their technical merits before any price considerations.** The price proposal form should be filled out exactly as specified. Do not alter the form.

a. Proposed Pricing

The Price Proposal should include the following for providing the work described in Section III of this RFP:

- The proposed rate per deliverable and line-item reimbursement and total offering price in the format prescribed in the Price Proposal form (Attachment B).

4. Other Documents

The following document(s) should be completed by the proposer as instructed in the noted Attachment:

- **Attachment C: Doing Business Data Form**
The proposer should complete the Doing Business Data Form (Attachment C) and return it with the proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.
- **Attachment D: Acknowledgment of Addenda**
The Acknowledgment of Addenda form (Attachment D) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (C), 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 "Technical Proposal," containing one (1) original set and three (3) duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (**Attachment A**)
 - Technical Proposal
 - Table of Contents
 - Narrative
 - References for the Proposer and, if applicable, each Sub-Contractor
 - Resumes for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Acknowledgment of Addenda Form (**Attachment D**)
2. One (1) original of the Doing Business Data Form (**Attachment C**) should be placed in a sealed inner envelope.
3. A separate sealed inner envelope labeled "Price Proposal" containing one (1) original set of the Price Proposal (**Attachment B**).
4. A separate sealed inner envelope labeled "Subcontractor Utilization Plan" containing (1) original set of the Subcontractor Utilization Plan (**Attachment E**).
5. A sealed outer envelope, enclosing the four sealed inner envelopes. The sealed outer envelope should be labeled with the following:
 - The title and PIN of this RFP
 - The proposer's name and address
 - The name and telephone number of the proposer's authorized contact person

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by OEM will be reviewed and determined whether they are responsive or nonresponsive to the requirements of this RFP. Proposals which OEM determines to be nonresponsive will be rejected. OEM's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria

OEM will evaluate the proposals based on the following criteria:

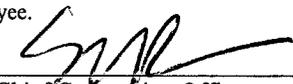
- Demonstrated quantity and quality of successful relevant experience 30 %
- Demonstrated level of organizational capability 20 %
- Quality of proposed program approach 50 %

C. Basis for Contract Award

The 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 solicitation. An award will be made to the highest rated vendor whose proposal is technically viable and whose price does not exceed the annual price set forth in the RFP. Contract award shall be subject to the following: funding availability, determination of vendor responsibility, the timely completion of contract negotiations between the Agency and the selected proposer, and registration of the contract with the City of New York Office of the Comptroller. In addition, the contractor must be willing to adhere to a confidentiality agreement. The City of New York is not obligated to enter into a contract with any responsive proposer.

SECTION 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. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.
- J. RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- L. Vendex Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1million) (above \$1million).
- 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.



Agency Chief Contracting Officer

11/26/12
Date

ATTACHMENT A

PROPOSAL COVER LETTER

CITYWIDE ASSET AND LOGISTICS MANAGEMENT
SYSTEM (CALMS)

Proposer:

Name of Organization: _____

Address: _____

Tax Identification #: _____

Name of Authorized
Contact Person/
Representative _____

Title: _____

Telephone #: _____

Fax #: _____

Contract e-mail #: _____

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

Please attach the technical proposal, organizational capability and experience sections to the Proposal cover letter.

**ATTACHMENT B
CITYWIDE ASSET AND LOGISTICS MANAGEMENT SYSTEM (CALMS)
PRICE PROPOSAL FORM**

Please note: Price proposals should be submitted in a separate sealed envelope labeled “Price Proposal.” The Price Proposal envelope should be submitted along with the proposer’s technical proposal. The Total Price should include all costs associated with this project. **The price proposal form should be filled out exactly as specified. Do not alter the form.**

It is expected that the proposed “Unit Cost” will be fixed for the duration of the contract. However, for lines 2 – 7 below, the “Quantity” is based on previous estimates for a three year period and will be used by the agency for price comparison purposes. Actual hours per assignment will be agreed upon with the selected proposer at the start of each project.

<i>NYC CALMS PRICE PROPOSAL FORM</i>					
Support Service*		Unit of Measure	Unit Cost (A)	Quantity (B)	Total (A x B)
I A. Hosting and Maintenance					
1	Hosting and Maintenance (Section II A.1. & B.1. - B.4.)	Annual		1	\$
I B. Project Management and Expansion					
2	Project Manager (Section II A.2.a. and responsible to oversee A.2.b.-h.)	Hourly		200	\$
3	Developer (Section II A.2.b.)	Hourly		50	\$
4	GIS/CAD Specialist (Section II A.2.c.)	Hourly		125	\$
5	GIS/Data Management Specialist (Section II A.2.c.)	Hourly		300	\$
6	Data Entry (Section II A.2.d.)	Hourly		50	\$
7	Design, Word Processing, and Editing (Section II A.2.e.)	Hourly		20	\$
8	Work Plan (Section II A.2.f.)	Annual		1	\$
9	Yearly In-Person Meeting (Section II A.2.h.)	Annual		1	\$
Grand Total <i>(Add total cost for lines 1-9)</i>					\$

Please see descriptions for 1 - 9 on the following page.

1. **Hosting and Maintenance** - Combined cost to host and support CALMS website.
2. **Project Manager** - A dedicated person to assist with the growth and functionality of the site as well as troubleshoot small problems with the system as they arise and perform ad hoc data queries. This person will need to have some development experience in order to assist with feedback on the technological feasibility of proposed projects. This person or a backup must be available as needed during business hours and with an after hours number provided in case of emergency.
3. **Developer** - In-house development capability to ensure that identified projects are carried out correctly and in the agreed upon timeframe.
4. **GIS/CAD Specialist** - In-house GIS/CAD Specialist to ensure that mapping capabilities of CALMS are implemented correctly and run successfully.
5. **GIS/Data Management Specialist** - In-house GIS/Data Management Specialist to ensure that mapping capabilities of CALMS are implemented correctly and run successfully.
6. **Data Entry** - Occasional manual data entry tasks may be required as part of a project.
7. **Design, Word Processing, and Editing** - If needed, develop promotional and instructional materials for the site and for training purposes.
8. **Work Plan** - Annual work plan to be submitted to NYC OEM at the beginning of each fiscal year detailing agreed upon tasks and the projected length of time and cost to achieve those goals. This work plan shall be completed to the satisfaction of the OEM CALMS Program Manager.
9. **Yearly In-Person Meeting** - In-person meeting to be held yearly in a location of the choosing of the OEM CALMS Program Manager.

ATTACHMENT C

TAX AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligations 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 received public contracts except:

Full name of Proposer or Bidder: _____

Address: _____

City State Zip Code: _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship

* 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 on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts."

Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: OEM (017)		Transaction ID: 01712P0001	
Check One:		Transaction Type (check one):	
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

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

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; 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): <input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i> <input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i> <input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i>
--

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ 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.

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 This position does not exist

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

First Name: _____ MI: _____ Last: _____

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** This position does not exist

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

First Name: _____ MI: _____ Last: _____

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** This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former COO: _____ on date: _____

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):

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 Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

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.



DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT LOCAL LAW 34 AND THE DOING BUSINESS DATABASE

What is the purpose of the *Doing Business Database*?

Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law, 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 entities 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 entities that are considered to be doing business with the City as defined by LL 34 are required to complete a *Doing Business Data Form*.

What entities will be included in the *Doing Business Database*?

LL 34 covers transactions between entities and City agencies, as well as with other governmental entities, such as public benefit corporations. LL 34 is being implemented in phases, each covering certain types of transactions and relationships with the City. There are certain exceptions to these categories; call the Doing Business Accountability Project at 212-788-8104 for more information.

Phase 1 (starting February 2008)

- **Contracts, Concessions and Franchises:** any vendor holding \$100,000 in contracts for goods or services, \$500,000 in contracts for construction, or \$100,000 in concessions or franchises. Certain contracts are not covered, most notably those awarded by publically-advertised competitive sealed bid. Note that if a sealed bid is awarded from a pre-qualified list, it is covered by the Law.
- **Lobbyists:** any entity included in a lobbyist registration statement.

Phase 2 (starting July 2008)

- **Proposers:** any entity that proposes on the contracts, concessions or franchises noted above, even if unsuccessful.
- **Grants:** any entity that receives grants totaling \$100,000.
- **Economic development agreements**
- **Contracts for the investment of pension funds**

Phase 3 (starting December 2008)

- **Real property transactions**
- **Land use actions (Charter approvals)**

What individuals will be included in the *Doing Business Database*?

The principal officers, owners and senior managers of entities 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 entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **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. Senior managers will be included in the Doing Business Database starting in Phase 2.
- **Lobbyists:** any lobbyist or employee included in a lobbyist registration statement.

How will this information be collected? Why have I received a *Doing Business Data Form*?

Each time an entity proposes on or enters a covered transaction, it will be required to fill out a *Doing Business Data Form*. However, no entity 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 a vendor does or proposes to do with the City will be added together, you must complete the *Data Form* for all covered transactions 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 information on the *Data Form* be available to the public?

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 vendor itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

What happens if a vendor 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. Why do I have to do it again?

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 entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity 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*?

Any person who believes that s/he should not be listed may apply for removal from the *Database* by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the entity, or the entity no longer doing business with the City. Entities may also update their database information by submitting an update form. These forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

How long will an entity and its officers, owners and senior managers remain listed on the *Doing Business Database*?

- **Contracts, Concessions and Grants:** generally for the term of the transaction, plus one year.
- **Franchises:** one year from the commencement or renewal of the franchise.
- **Contract, Franchise & Concession Proposals:** generally for one year from the proposal submission date.
- **Economic development agreements:** from application to agreement end, plus one year.
- **Real property transactions:** generally for the term of the transaction, plus one year
- **Land use actions:** generally from certification to City Council filing date, plus four months.

There are exceptions to the above. Contact the Doing Business Accountability Project for more information.

What are the new 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. Please contact the NYC Campaign Finance Board for more information at www.nycffb.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.

08/11/08



ATTACHMENT E

CITYWIDE ASSET AND LOGISTICS MANAGEMENT SYSTEM (CALMS)

ACKNOWLEDGEMENT OF ADDENDA

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this Solicitation Document which may have been issued by the OEM prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received concerning this Solicitation Document:

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable:

No addendum was received in connection with this Solicitation Document.

Respondent's Company Name:

Respondent's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

FEDERAL REQUIREMENTS FOR PURCHASE ORDER CONTRACTS

TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

I. 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 V.

B. If the City terminates this Agreement pursuant to Section V, 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 V. 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.

II. 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 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 Paragraph 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 thirty (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 (7) 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, 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 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.

III. 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 (5%) 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 (5%) 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 (5%) 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 (10) 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.

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. 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 (5) 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, in accordance with the provisions of Section V.

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.

IV. 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.

C. If the City terminates the Agreement pursuant to this Section, 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.

V. 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. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a 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 forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (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 ninety (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; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

VI. 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, 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 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

COPYRIGHTS, PATENTS, INVENTIONS

Copyrights

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.

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.

Pre-existing Rights

In no case shall the above sections 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.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CLEAN AIR AND WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide OEM, DHS, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until OEM, DHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

CIVIL RIGHTS

The following requirements apply to the contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.

(2) Equal Employment Opportunity – If this is a contract for construction, the following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following additional requirements.

- (a) Federal Labor Standards: The Contractor will comply with the following:
- (i) The Davis-Bacon Act: In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of a structure designed for residential use by less than 8 families, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found

in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- (ii) Sections 103 and 107 of the Contract Work Hours and Safe Standards Act, which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction Agreement costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- (iii) The Copeland "Anti-Kickback" Act, as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.
- (iv) The above provisions shall be included in all subcontracts for work in connection with this Agreement.

APPENDIX A

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

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