

The City of New York

Department of Finance

Request for Proposals

For

Business and Excise Tax Lockbox Services

Procurement Identification Number (E-PIN): 83620P0001

Authorized Agency Contact Person

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

Fiorella E. Leal
Email: bids@finance.nyc.gov
Phone: (212) 602-7188
Fax: (212) 602-7206
59 Maiden Lane, 32nd Floor
New York, NY 10038



Printed on paper containing 30% post-consumer material

TABLE OF CONTENTS:

Part	Content	Page
Section I	Estimated Timetable	2
Section II	Summary of the Request For Proposals	3
Section III	Scope of Services	3
Section IV	Format and Content of the Proposal	20
Section V	Proposal Evaluation and Contract Award Procedures	26
Section VI	General Information to Proposers	27
Attachment A	Proposal Cover Letter	32
Attachment B	Acknowledgment of Addenda	33
Attachment C	Format For Price Proposal	34
Attachment D	Affirmation	35
Attachment E	Doing Business Data Form and FAQs	36
Attachment F	Notice to Vendors: Electronic Funds Transfer Memo; and Form	41
Attachment G	Confidentiality Agreement	45
Attachment H	M/WBE Notice to Prospective Contractors (Local Law 1)	58
Attachment I	Whistleblower Protection Expansion Act Rider	66
Attachment J	Iran Divestment Act Rider	68
Attachment K	Subcontractor Compliance Notice	71
Attachment L	Schedule B – M/WBE Participation Requirements	72
Attachment M	Paid Sick Leave Rider	79
Attachment N	Hire NYC Rider	83
Attachment O	Broker’s Certificate	87
Appendix A	General Provisions Governing Contracts For Consultants, Professional and Technical Services	89
Appendix 1	Character Scanline	145
Appendix 2a	Account ID Voucher Type	146
Appendix 2b	Check Digital Routine for Coupon Scan Line	147
Appendix 3	Sample Tax Forms	148
Appendix 4	NYC200V	157
Appendix 5	Lockbox Processing Workflow	158
Appendix 6	Business & Excise Tax Lockbox Services Price Schedule	159



Section I – Estimated Timetable

- A. Release Date of this Request for Proposals: **October 28, 2019**
- B. All questions shall be addressed to the Authorized Agency Contact Person:
Fiorella E. Leal
Contract Manager
Email: bids@finance.nyc.gov
Phone: (212) 602-7188
Fax: (212) 602-7206
59 Maiden Lane, 32nd Floor
New York, NY 10038

The deadline for submitting questions is 5:00PM EST **on November 8, 2019**

A ***pre-proposal conference*** will be held on **November 6, 2019 from 2:30 PM - 3:30 PM EST** at the New York City Department of Finance, 59 Maiden Lane, 28th Floor, Executive Conference Room, New York, NY 10038. Attendance at the conference is voluntary but strongly recommended. The Conference bridge for the pre-proposal conference is (888) 278-0254, participant code is 9767693.

C. Site visit: *NA*

- D. **Proposal Due Date**, Time and Location:

Date: December 3, 2019

Time: 3:00 PM EST

Location: 59 Maiden Lane, 32nd Floor New York, NY 10038

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

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

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

Purpose of RFP

The New York City Department of Finance (“Agency” or “DOF”) is seeking a qualified contractor (“Contractor”) to provide retail and wholesale lockbox services to process check¹ payments for Business and Excise Taxes. Payments are received from corporations, banks, organizations, individuals, or partnerships that have a remittance due from a filed return, received a notice from the Agency requesting payment, or are wishing to file for an extension. A coupon detached from a notice or voucher that will have an Optical Character Recognition (OCR) scan line accompanies the majority of check payments. Payments are also received with a full-page tax form or without a coupon both of which will require wholesale lockbox services.

Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for five (5) years. The contract may include one (1) two-year option to renew, at the same terms, conditions and rates paid in Year 5. 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.

Anticipated Available Funding

It is anticipated that the available funding for the contract awarded from this RFP will be from City’s expense funds in the applicable fiscal year.

Anticipated Payment Structure

The payment structure of the contract awarded from this RFP will be based on line-item budget reimbursement. 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.

SECTION III - SCOPE OF SERVICES

The City has defined a series of a series of Business and Excise Tax Lockbox Workflows that are included below in Section III, Part D. The Workflows outline the functions required to support the processing of checks received with a DOF coupon/document, a document (non-correspondence) sent without a check, a check received with no supporting documentation, and a check that cannot be matched to a receivable. Proposers are required to deliver all the attributes of the Workflows and must submit a pricing schedule to support all the required functions. A Pricing Matrix is incorporated as Appendix 6 and each Proposer is required to complete this Matrix and submit it for the Agency’s evaluation.

A. Agency Goals and Objectives for this RFP

¹ For the purpose of this Proposal, check refers to both paper check (personal and business) and money orders. Cash is not an acceptable form of payment, but must be processed according to requirements in Section III, Subsection 9.3.

The Agency expects to collect approximately \$2.7 billion in paper checks² annually for payment of business and excise tax related charges. More than 286,000 individual payments are expected to be collected per year with approximately 171,000 coupons submitted annually with payment. The approximated distribution of transactions and dollars during a calendar year is in Exhibit I.

EXHIBIT I

Month	Coupons w/Checks		Tax Forms w/Checks		Tax Forms w/o Payment
	Scan Line	Amount	Documents	Amount	Documents
Jan	8,380	\$ 194,970,000	14,940	\$ 387,180,000	380
Feb	7,630	\$ 63,520,000	1,930	\$ 19,780,000	270
Mar	22,890	\$ 228,370,000	14,780	\$ 205,220,000	4,500
Apr	23,620	\$ 103,800,000	12,620	\$ 153,520,000	3,070
May	29,540	\$ 69,250,000	2,560	\$ 19,540,000	280
Jun	22,370	\$ 176,730,000	20,810	\$ 315,520,000	410
Jul	11,280	\$ 72,450,000	2,650	\$ 32,550,000	240
Aug	9,940	\$ 71,820,000	2,660	\$ 20,390,000	190
Sep	8,650	\$ 109,650,000	22,230	\$ 426,740,000	290
Oct	15,770	\$ 78,530,000	6,450	\$ 120,250,000	240
Nov	9,770	\$ 45,510,000	2,380	\$ 34,320,000	130
Dec	9,920	\$ 92,370,000	15,160	\$ 283,320,000	200
Total	171,380	\$ 1,112,000,000	104,230	\$ 1,631,150,000	10,200

Payments are collected every day but volumes will peak in the months of March, April, June, and September with smaller spikes in volume for May and December. Although the Agency cannot accurately predict lockbox volumes for the expected term of this contract, anticipated volumes for each of the contract years represented in the Pricing Matrix (Appendix 6) reflect reductions due to expected migration to other payment channels the Agency offers.

The City's objectives in issuing this RFP are to:

- Identify a highly competent, experienced firm that can expertly process the Agency's monthly Business and Excise Tax collections by mailed check;
- Accelerate cash receipts by minimizing mail and processing float;-mail processing times;
- Potentially process eligible checks by Accounts Receivable Conversion ("ARC") and/or by Substitute Check as permitted by the Check Processing for the 21st Century legislation;
- Maximize the efficient application of payments and associated data to the Department of Finance maintained database known as **BTS (Business Tax System)**;
- Reduce the number of payments that require manual research or result in unapplied cash;
- Provide ready access to transaction history;
- Simplify, without reducing customer service, the Agency's ability to receive and respond to citizen communications/correspondence received through the lockbox;
- Minimize costs to the Agency by the greatest amount possible without sacrificing excellent, timely and accurate operations and service.

² For the purposes of this Proposal, checks will refer to both paper checks and money orders. The Agency expects minimal volumes of money orders to be used as payment.

B. Assumptions Regarding Contractor Approach

Experience

- The Proposer must have a minimum of three (3) years relevant experience providing the lockbox services required in this RFP.
- Key Proposer staff assigned to support the City's operating requirements must have a minimum of three (3) years relevant experience delivering and servicing the products required in this RFP.
- The Proposer must provide a minimum of three (3) relevant references (preferably a substantial City government), including the name of the reference, a brief statement describing the relationship between the Proposer and the reference, and the name, title and telephone number of a contact person at the reference. Please obtain prior approval for the City to contact the references.
- The Proposer must guarantee that the key persons, or similarly qualified persons, assigned to the Contract have the relevant experience and qualifications required and that the identified key staff, or similarly qualified persons, will be available for the duration of the Contract.
- The Proposer must demonstrate that it has the technical expertise and capability to process the City's Business and Excise tax receivable applications accurately and on time every day without interruption.

Organizational Capability

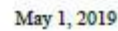
- Collect mail from Caller Service Post Office Boxes located at the U.S. Post Office's Church Street Station in New York City and have lockbox operations in New York State;
- Demonstrate the Proposer's organizational (i.e. technical, managerial and financial) capability to provide the services described in this RFP;
- Demonstrate that the Proposer has the capacity to integrate the RFP services into its organization;
- Supply three (3) years' Annual Reports to Shareholders and financial statements certified by a public accountant for your company.
- The Proposer must demonstrate that it can process the City's payment volumes accurately and on time every day without interruption.

C. Proposed Approach

Vouchers and Payment Coupons with Payment

The Agency issues notices to business owners in formats like the letter shown in Exhibit II. Notices and associated remittance envelopes are mailed to taxpayers for those taxpayers paying via mail.

EXHIBIT II:



Notice and Demand

Each year, New York City corporations, partnerships and unincorporated businesses must file a tax return with or without payment. If there is an amount due, the check payment must be submitted with a payment voucher, as shown in Exhibit III, prepared by a tax software provider or downloaded from the Agency's website known as eServices at the following link <https://a836-btseservices.nyc.gov/production/eservices/>.

Exhibit III

Detach this bottom portion and return it with your check made payable to the NYC Department of Finance.

Save time and pay online at nyc.gov/eservices

TAXPAYER, INC.
Acct: 200-123456789012
Tax Type: General Corporation Tax

Letter ID: L0000654321
Media Number: 89123456789
Filing Period: 12-31-2019

Amount Due: \$100.00
Amount of Check:

NYC Department of Finance
P.O. Box 3933
New York, NY 10008-3933
|||

200 003 00200123456789012 12312019 89123456789 04 0000010000 2

The voucher (a.k.a. payment coupon) is mailed with the taxpayer's check payment. The Agency has determined that approximately 95% of vouchers are prepared utilizing a tax preparation software package. The software will generate and print a Scan Line on the payment coupon. The Agency also offers taxpayers the ability to download tax form NYC-200V which provides a voucher that taxpayers can complete by hand and mail in with their check payment. Appendix 4 provides a sample NYC-200V with no scanline.

For future collection efforts, the Agency may utilize a voucher that is very similar to Exhibits II and III but will utilize a scan line with characteristics different from the Exhibits. Any new scan line will be in the same font as today; OCR A Extended, Point Size 12. The Proposer, in responding to the RFP, will need to demonstrate the capability to process more than one type of scan line.

Tax Forms with Payments

For different tax filing reasons, taxpayers complete forms requiring name, address, EIN/SSN, amount paid, and data elements to be data captured. The Agency will provide access to the Agency's taxpayer database BTS to assist with identifying taxpayers and facilitate data capture. The data entered in the tax computation section of each form will need to be keyed for data capture.

Tax forms include the Agency's Estimated Tax, Application for Automatic Extension, Mandatory First Installment (MFI) and Commercial Rent Quarterly (CRQ) Tax Return forms. Tax forms will be mailed with the taxpayer's check payment attached to the return. Appendix 3 provides samples of the aforementioned tax forms.

Exceptions

The majority of payments processed in the lockbox contain a coupon and a correctly matched check payment. However, exceptions to the standard workflow are processed in the lockbox; those exceptions include but are not limited to:

- Check received without a coupon
- Check and coupon received but the amount of the check does not match the coupon amount due
- Coupon received without a check
- Damaged checks
- Check and coupon received but the check is not properly written
 - Pre-dated, post-dated or missing date
 - Unacceptable or missing payee
 - Missing or mismatched numeric and written dollar amounts
 - Missing signature

Instructions for processing exception items are provided in Exhibit IV in Lockbox Operational Workflows.

Although the Agency is not able to precisely identify volumes by specific exception category, the Agency expects the number of exception items to be no more than 1% of the total payments made.

D. Business and Excise Tax Lockbox Services

Below are specific Business and Excise Tax Lockbox workflow components that the Contractor must deliver:

1. Mail Retrieval

All envelopes containing vouchers, tax forms, payments and correspondence must be picked up by the Contractor at the United States Postal Service's Church Street Station located at 90 Church Street, New York, NY 10007. The Contractor will pick up the contents of the Caller Service P.O. Boxes a minimum of two (2) times each business day. The mail is to be collected and delivered by courier to the processing area by the Contractor's personnel or bonded agents.

Certified and registered mail logs are to be maintained to show date of receipt, name of taxpayer, EIN/SSN and envelope contents. The Contractor will compare certified and registered mail against a manifest and sign for such mail as required by the U.S. Postal Service.

During peak collection periods (March, April, June, and September), the Contractor will be expected to make any necessary alteration to the mail retrieval process and in staffing levels to continue the expeditious processing of documents and information on a daily basis.

The Agency fully expects the Contractor to take all necessary steps to safeguard the mail during the transport from the Post Office to the Contractor's lockbox facility.

2. Postmark Date

Upon delivery of the mail to the Contractor's lockbox facility, the Contractor is to capture or assign the postmark date of each envelope as part of the Contractor's data capturing requirements. For Applications for

Extensions (Agency forms NYC-EXT and NYC EXT.1), which will be assigned a separate and distinct P.O. Box, it is imperative that the postmark date on the envelope be captured. For all other mail delivered to the Contractor's lockbox facility, the Agency will work with the Contractor on a methodology to assign a postmark date that will not require the postmark date to be captured from the envelope. The postmark date is to be associated with the envelope contents and is to be included in the file transmission to the Agency's business tax system.

3. Private Mail Delivery

The Contractor must provide a physical location in New York City, NY or at the Contractors lockbox site for the receipt of payments with their associated coupons or tax forms delivered by a private delivery company (UPS, Federal Express, and DHL).

4. Agency Office Courier Pickups

The Agency will require the Contractor to send a courier to Agency offices to pick up vouchers and tax forms with accompanying check payments to return to the lockbox site for processing. The Agency office pickup location is at 66 John Street, New York, NY 10038. All work picked up that day is to be processed the same day by the Contractor.

5. Mail Extraction and Processing

The Contractor must open and extract all the business and excise tax payments and correspondence picked-up each day. The Contractor must examine the contents and perform an initial sort of the work into Standard and Exception workflows. The sorts are to reflect the work conforming to the illustrated workflow in Appendix 5. The workflows are designed to illustrate specific processes that the Agency expects the lockbox Contractor to fulfill utilizing technology that diminishes inefficiencies in the Contractor's standard workflow.

For Workflows 5.1, 5.3, and 5.4 the Contractor must deliver all checks to the City's check depository bank as substitute checks with the daily deposit conforming to the designated City Depository Bank's ANSI X9.37 (Check21) standards. Additionally, all substitute checks are to be electronically endorsed on the back of the check image that will at a minimum identify the City's bank account, the date of deposit, and the External ID as described in Section 5.1.

5.1.Processing a Check with a Coupon or Tax Form (Clean Workflow)

A "Clean" workflow assumes the taxpayer writes a check for the correct amount as included on a notice and coupon or form and mails the check with the coupon or tax form to the lockbox address.

The Contractor must support scan line and data capture processes to validate all required fields, including the validation of the data elements reflected in Exhibit II, Exhibit III, and data fields on tax forms provided in Appendix 3, Samples 1-9. Each payment shall be assigned a unique External ID number according to specifications provided by the Agency and Contractor. The Agency's tax system, BTS, allows for External ID numbers to be up to 50-characters in length. For the Agency's purposes, we require information in the External ID to be sufficient for both the Agency and Contractor to locate a

processed payment. Current External ID numbers used by the agency include the lockbox number, batch date, batch ID number, and a sequential number.

The Contractor must not send paper back to the Agency but will image all envelope contents. The Contractor is required to store paper documents for nine (9) months at the Contractor's site before destroying them.

5.2.Processing a Coupon or Tax Form with No Check (Document Only Workflow):

The "document only" workflow assumes that no check is included with a coupon or tax form. For the purposes of the Agency, the form to be processed in this workflow will be the NYC-EXT Automatic Application for Extension forms. All other coupons and/or forms submitted without an accompanying check is to be sent to the Agency.

Documents received at the Contractor's lockbox determined to be correspondence will be handled with the instructions set forth in Section 7.

5.3.Processing a Check with No Documentation (Check Only Workflow)

The "check only" workflow assumes that the taxpayer does not insert a coupon or other form with the payment. Checks without an accompanying document will require a virtual coupon to be produced and applied correctly to the outstanding liability. The Contractor will be provided with access to the Agency's database, BTS, which will be utilized to create a document/coupon as described in Exhibit III containing a 62-character scan line with the characteristics presented in Appendix 1 and 2a and 2b. The Agency will provide the Contractor's lockbox personnel with training on navigating the appropriate screens in BTS and on the creation of the virtual coupon.

Once the virtual coupon is created, payment processing is to follow the payment processing procedure outlined in Section 5.1

5.4.Processing a Check with No Receivables Match (Exception Workflow)

The "Exception" workflow assumes that the taxpayer does not insert a coupon with the payment and that none of the procedures in the workflows above results in a match.

The Contractor must present images of non-matched checks (referred to by the Agency as "exception" items), via an online resolution tool, to the Agency. The Agency will research the entry and complete the receivables posting by sending an online decision on the exception item. Due to volumes during peak periods and length of time that may be needed to resolve the exception item, the Agency expects the Contractor to provide several days to resolve the issue and submit a decision. The live checks are to be deposited to the Agency's lockbox depository bank account.

6. Non-Conforming Checks

The Clean, Check only, and Exception workflows assume the taxpayer sends a Uniform Commercial Code (UCC) conforming check to the lockbox. Non-UCC conforming checks received by the lockbox will result in decision making by the lockbox operator regarding the checks eligibility to be deposited to the Agency's designated

lockbox depository bank account. The Agency will ask the Contractor to follow the instructions set forth in Exhibit IV.

EXHIBIT IV:

Exception Description	Resolution
Incorrect payee – any item made payable to payee other than Department of Finance, Commissioner of Finance, NYC Tax Dept., Agency of New York, or Agency Collector	Present to the Agency utilizing a web portal to view a decision.
Postdated Check.	Deposit Check.
Legal/courtesy amount missing.	Present to the Agency utilizing a web portal to view a decision.
Check not payable by a U.S. bank or in U.S. Dollars	Return check to agency.
Date is missing on check.	The check is to be stamped “Date Guaranteed” and deposited.
Check is stale dated.	Deposit check.
Legal amount does not equal courtesy amount.	Deposit check for the amount on the check that agrees with the amount due on coupon.
Legal amount does not equal courtesy amount and neither amount equals coupon amount.	Deposit the check for the legal amount.
Check has no courtesy amount and no legal amount.	Return check to Agency.
Check has no payee.	Payee field is to be filled in with “NYC Department of Finance” and deposited.
Check is not signed.	Check is to be stamped “Signature Guaranteed” and deposited.
Check is damaged and/or MICR line is damaged and cannot be repaired.	Return check to Agency.

7. Correspondence Items

The scanned image of any correspondence, whether or not accompanied by a coupon and payment, shall be, along with the scanned image of the postmarked envelope, loaded into a storage system that will reside with either the Contractor or the Agency. The scanned correspondence must be indexed by associating the images

with the EIN/SSN and unique document ID number for any given piece of correspondence. Periodically, the Contractor will be required to provide a list of EIN/SSN and unique document numbers for research and follow-up on imaged correspondence.

8. Reports

The Contractor must make available to the Agency production reports showing:

- Date of Deposit
- Time Deposit completed to the Agency's lockbox depository account
- Number of Checks processed/deposited
- Total Dollars processed/deposited
- Total Dollars processed/deposited by Account Type Code (see Appendix 2a)
- Total items received at the lockbox
- Coupons scanned
- Documents data captured
- Number of keystrokes
- Number of virtual coupons created
- Number of items imaged
- Number of correspondence items

The reports must be made available via an online platform hosted by the Contractor and reports should be available for both daily and monthly reporting.

9. Agency Lockbox Remittance Processing

9.1 Remittance Processing during Peak Periods

The Contractor must provide sufficient staff during peak periods to maintain same-day deposit of all items received at the Post Office Box address by 1:00 pm on each business day. Peak periods occur in the months of March, April, June and September.

9.2 Documents and Payments Processing

Vouchers with payments and documents with payment(s) fall into one of four categories:

- a) One voucher and/or document, one check.
- b) One voucher and/or document, multiple checks.
- c) Multiple vouchers and/or documents, one check.
- d) Multiple vouchers and/or documents, multiple checks.

The Contractor will process all four categories of payment remittance according to Agency business rules for payment application. In essence and regardless of the category, the Contractor must associate at least one voucher to a payment for payment entry into BTS. Additionally, all accompanying vouchers and/or documents images associated with a payment are to be transmitted to BTS.

9.3 Cash Application Rules

If a payment is:

- a) Equal to the amount due on the coupon, apply the amount of the payment
- b) Less than the amount due on the coupon, apply the amount of the payment
- c) Greater than the amount due on the coupon, apply the full amount of the payment
- d) Submitted but there are no outstanding balances. A virtual coupon will be created applying the payment to the correct account, account ID, and voucher type

9.4 Envelopes Containing Cash

The Contractor must implement reasonable and appropriate procedures to ensure the secure handling and processing of mail containing cash.

For cash payments, the Contractor will obtain a check for cash received and follow the appropriate payment processing workflow identified in Section 5.1 or Section 5.2 as applicable.

10. File Transmissions

10.1 Transmission of Payment and Image Files

Each business day no later than 4:00 pm EST, the Contractor must electronically transmit to the Agency data files to be used to update the Agency's Business and Excise Tax billing data base BTS. The Agency will require the Contractor to send files for the following:

- a) NYC-400/400B Payments (Appendix 3: Samples 1, 4)
- b) NYC-5UB/5UBTI Payments (Appendix 3: Samples 2, 3)
- c) NYC-EXT Payments (Appendix 3: Sample 5)
- d) NYC-300 Payments (Appendix 3: Sample 6)
- e) Commercial Rent Tax Quarterly Payments (Appendix 3: Samples 7 – 9)
- f) Voucher Payments
- g) Image File
- h) Payment Reversal File
- i) File Recon File

Payment files for a) through f) are to be text-based files using a fixed-width file format with no delimiters.

The Contractor will be required to transmit Image Files via a Zip file containing one or more TIF image files along with a fields.dat and images.dat file containing index data needed so that BTS can pair the image to the appropriate payment. The Agency requires images of both the front and back of the check and the front image only of forms and vouchers.

The Contractor will be required to transmit a file(s) to the Agency with images of coupons, forms, or transmittals and corresponding payment(s) processed, along with their envelopes, for our later use in researching payments. The images will be uploaded and stored in the Agency's tax system, BTS. Images residing on the Contractor's host computer must be made available to the Agency to retrieve in

a timely manner. Any image delivery solution must take into account the applicable Agency, State and Federal tax secrecy provisions and legal document retention requirements.

To transmit a payment reversal file to BTS, the Contractor will be required to receive a reversal file in standard Bank Administration Institute (BAI) format from the Agency's depository bank and convert that file into a text-based file using a fixed-width file format with no delimiters.

The electronic file transmission of all files is via File Transfer Protocol (FTP) using a "pull" method for file retrieval and a "push" method for file transmission. The Contractor will be required to support both a testing and production environment with separate FTP logon credentials and folders for both environments.

For all transmitted files, the Agency requires that the Contractor submit a daily file Recon file listing all the files sent on a given day which the Agency will use to compare to files received by BTS.

10.2 No-Good (NG) Payments

In addition to the payment reversal file is Section 10.1. The Contractor will be required to provide the Agency with a process/system to identify dishonored (i.e. no-good) payments. The Agency expects less than 1,000 NG payments per calendar year.

10.3 Verification of Data Capture

The Contractor must implement Payment Processing, Data Capture and Audit Trail procedures (or such other procedures as the Contractor deems appropriate) to ensure the accuracy of all data contained in the daily BTS file transmissions.

10.4 Data Redundancy

The Contractor must show evidence that, in the event that its primary repository of electronic data storage is unavailable for the Agency's use/access, it can provide immediate access to such electronically stored data through a secondary data center (i.e. a Hot Back-Up).

E. Additional Requirements and Services

1. Designate a Customer Service Manager

The Contractor must designate a customer service manager that will serve as the City's primary point of contact for all service-related issues. Should the Contractor utilize the services of a third party (e.g. joint venture, subcontractor, etc.) in satisfying the requirements of this RFP, the Agency requires a primary contact at the third-party vendor for all questions and inquiries. All third-party relationships in connection to this project must be provided in the Contractor's proposal. The Contractor will, in responding, provide the name and location of the primary contact and the contact for any third-party contractor involved.

2. Invoices and Account Analysis Statements

The Contractor must submit monthly invoices and account analysis statements to the Agency no later than thirty (30) days after the close of the reporting month. Service charge items should be clearly and uniquely identified and should conform to the Contractor's pricing proposal. The Contractor must provide definitions of service charge items at the request of the Agency.

3. Change Requests

The following requirements shall be applicable to change requests for program and process modifications. A pricing proposal for the enhancement will be submitted to the City for approval.

- a. The Contractor will list any new price points for contracted services affected by the enhancement work.
- b. The Contractor shall provide adequate staff and resources to complete the specified services by the scheduled implementation date;
- c. The Contractor shall provide programming hours and the rates it charges for each type of programmer/analyst to accomplish a change or work order submitted by the City;
- d. The Contractor shall provide the rates it charges for re-training the various types of staff proposed.
- e. The Contractor shall submit a detailed progress report to the City every month until the work is completed;
- f. The acceptance criteria for each deliverable shall be jointly developed by the parties and mutually agreed to in writing before commencement of the work, if possible, but in no event later than thirty days before the scheduled implementation date;
- g. Acceptance shall not occur until an enhancement has functioned correctly in the production environment for a minimum of 30 consecutive days;
- h. If the deliverable does not conform to the acceptance criteria within a reasonable time after the scheduled implementation date (not to exceed two months after the scheduled implementation date), the Department may (i) terminate the enhancement without any liability therefore, and the Contractor shall promptly reimburse the Department for any payments made there under, or (ii) permit the Contractor to continue to attempt to correct the deficiencies, reserving the right to terminate as aforesaid.

4. Alternate Solutions and Future Enhancements

Contractors are encouraged to suggest alternate product solutions to satisfy the Agency's requirements and to illustrate the Contractor's advanced technological, product design, and service capabilities. In addition, Contractors should recommend different solutions that will result in lower costs, improved cash management, greater efficiency, and enhanced controls and protections for the Agency. The Department will evaluate all recommendations and may select alternate solutions that, in the Agency's judgment, will prove to be beneficial to the Agency's banking and cash management requirements.

5. Liquidated Damages

The Contractor shall pay the City liquidated damages in the event the service levels specified below are not met. The Agency will not hold the Contractor liable for any failure to meet the service levels that arises out of, is caused by or results from any act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood, natural disaster, or electrical, computer,

mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system or other circumstances that are beyond its reasonable control including without limitation, any failure due to or arising from the City's (or its employees, agents, representatives, or customers) acts, omissions, negligence or fault. For those service levels that provide a cure period, the cure period will start on the business day that Contractor is notified in writing (via email) by the City of the failures to meet the applicable service level. No liquidated damages shall be assessed for any failure by Contractor to meet any service level prior to the date of execution of this Agreement. Cure periods are measured in calendar unless specifically noted as measured in business days. If the service level is not cured and the City is entitled to the applicable liquidated damages, the City will receive payment for the amount due from Contractor under this Agreement. With regard to the services levels listed below, neither party shall be liable for special, consequential or incidental damages, including lost profits, for any loss or damages arising from or relating to this Agreement regardless of the form of action, even if advised of the possibility of such damages. The foregoing exemption from liability for special, consequential or incidental damages shall not apply to: (a) any liability arising from an indemnity obligation of Contractor; (b) any breach of a Contractor confidentiality obligation, or (c) any City costs incurred as a result of a Contractor security breach. Where a cure period is specified, the cure period shall apply only once for a given type of error within a one-year period. The cure period shall commence from the date the Contractor is notified of the error. No liquidated damages may be assessed if Contractor cures the service level failure within the applicable cure period. The total amount of liquidated damages payable by the Contractor with respect to incidents occurring in any given month shall not exceed the lesser of \$5,000 or 10% of total service charges for that month.

1. Failure to collect all mail delivered to the assigned Post Office box address after a 5-business day cure period at a rate of \$1,000 per day.
2. Failure to process all envelopes and payments received at the Post Office box address in time to meet the daily deposit deadline at the City's designated depository bank after a 5-business day cure period at a rate of \$1,500 per day
3. Failure to correctly construct the daily ANSI x9.37 (Check21) in a format that can be processed by the City's designated depository bank after a 5-day cure period at a rate of \$1,000 per day
4. Failure to deliver a next-day deposit report to the City after a 5-business day cure period at a rate of \$300 per day
5. Failure to maintain connectivity to the City's Business Tax System (BTS), at a rate of \$500 per business day, after a 7- business day cure period.
6. Failure to provide disaster recovery processing services to the City in accordance with the Contractor's disaster recovery plan, at a rate of \$4,000 per business day after a 5-business day cure period.

The Contractor shall pay the City liquidated damages for failure to properly protect the confidentiality and privacy of any and all Personally Identifiable Information (PII). There is no cure period and the Contractor will pay the City liquidated damages of \$100 per compromised PII for an aggregate amount equal to five (5) months' total service charges calculated under the Contract.

Liquidated damages received hereunder are not intended to be nor shall they be treated as a partial or full waiver or discharge of any other remedy provided for by contract or by law.

7. Planned Downtime

The Agency understands that there may be planned and reoccurring periods throughout the year that a Contractor would need to bring its systems down for maintenance, upgrades, or end of fiscal year

practices. In these instances, the Contractor will notify the Agency a minimum of 90-days in advance of any planned downtime which impacts services provided pursuant to this proposal. The notification is to identify the length of time down and all potential impacts to operations. If the downtime is to be greater than one day (24 hours), the Contractor will be required to outline contingency plans so that Agency operations are not interrupted.

8. Transition Services

If prior to the expiration or termination of this Agreement, including any extension periods, the City has entered into a new contract with another vendor for the provision of the services required hereunder, the Contractor agrees to assist the City and such new vendor in facilitating the transition of disbursement, check printing, and banking services. Such assistance shall include the turning over to the new vendor, upon the City's request, any and all documents, work plans and records, provided by the City and/or specifically developed by the Contractor for the performance of the services under this Agreement, provided the Contractor's proprietary interest in such items is not exclusive. The Contractor shall be reimbursed for the reasonable costs incurred in performing these transition services, provided such costs are approved by the City. The Contractor shall not be liable for damages caused by the Contractor's successor during transition.

11 Optional Service

a. Remote Deposits

Many taxpayers are insistent on sending checks to Agency offices in lieu of mailing their payment to the designated Post Office Box for lockbox processing. The Agency is interested in a remote deposit solution that will allow us to create either a physical or virtual voucher that can be scanned or inputted, respectively, along with the check for deposit and to apply the payment to the correct account in BTS.

Agency Assumptions Regarding Payment Structure

The Contractor shall charge a flat-rate, calculated on a monthly basis, for each price point listed in Appendix 6.

It is understood that the monthly service charges set forth in the Pricing Schedule (Appendix 6) cover all charges for work required by these specifications and elsewhere in this RFP, and that there shall be no other charges by the Contractor for performance of its responsibilities under the Contract resulting from this RFP.

Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

If the contract resulting from this Request for Proposals will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment L) and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachment L) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, proposer's intention to use its own forces to perform any or all of the required contract work would result

in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established 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. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this *-[proposal] [submission]*, and should do so in a separate envelope. (If the proposer 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 proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer 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] [submission]* is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer 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.

Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment I, the Whistleblower Protection Expansion Act Rider, carefully.

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 proposer is required to complete the attached Bidders Certification of Compliance 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 will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment J 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.

Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term.

Please read Attachment K the subcontractor compliance notice as it relates to competitive solicitations. The City's new web based subcontractor reporting system will be located on line at the Payee Information Portal at: <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

HIRENYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC. (See Attachment N)

Paid Sick Leave Law Contract Rider

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 of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Attachment M, the Paid Sick Leave Law Rider, will be included in any contract awarded from this RFP and will incorporate the PSLL as a material term of such a contract. Please read Attachment M carefully.

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 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. In addition, proposers should submit a CD-ROM containing an electronic copy of all hardcopy documents submitted in response to this RFP. Failure to comply with any of these instructions will not make the proposal non-responsive. In order to facilitate distribution of the Proposals to the Selection Committee members, Proposers shall include a PDF/A-compliant soft copy of the entire Proposal on a CD-/R or on a flash drive.

All responses to this RFP are to be prepared and submitted at the proposer's expense. The City will not pay any costs incurred by proposers in connection with site visits, printing of proposals, oral presentations, proof of concept demonstrations or any other activities associated with the preparation, submission, or evaluation of proposals solicited by this RFP.

A vendor may submit more than one proposal, but each should satisfy the mandatory requirements of this RFP as applicable. Alternate proposals may be used to present different products, different configurations of a given product, or functional enhancements not presented in a vendor's initial proposal. All alternative proposals should be presented as separate files and clearly identified, and must be submitted together with the mandatory proposal.

The City will base its evaluation entirely on information presented in each vendor's written proposal and in any additional written or oral presentations and proof of concept demonstrations that may be requested from a given proposer. When preparing proposals, vendors should assume that the City has no previous knowledge of their products or capabilities. Proposers' descriptions of products and services should be clearly written and presented in sufficient detail to permit accurate evaluation by the City. Emphasis should be placed on clear, complete presentation of factual information.

All sections of a vendor's proposal should be prepared and submitted in a straightforward, economical manner. The first page of each proposal should be clearly labeled with the proposer's name, the name of a contact person within the proposer's organization, and the proposer's mailing address, telephone number, and email address.

While the City does not impose a limit on the length of proposals, brevity is encouraged. Informative content and clarity of presentation are more important than quantity of pages.

Embellishments that improve a proposal's appearance without affecting its content are strongly discouraged.

Proposers' responses should be prepared specifically for this RFP and address the points raised herein. Prewritten product descriptions and promotional materials, presented without reference to this RFP, are not acceptable. Technical specification sheets, product brochures, and similar materials, where provided, should be included in an appendix. Such materials should be included only to the extent that they directly pertain to information presented in the vendor's proposal.

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 addresses the following:

a. 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. A minimum of 3 years' experience is required. Specifically address the following:

- Experience in providing lockbox processing services. Provide the number of payments (with associated coupons) that are processed daily/monthly/annually.
- The legal relationship, if one exists, between the proposer and any third-party subcontractors that participate in the delivery of the product and the length of time each such relationship has been in effect.
- Experience processing large payment volumes accurately and on time every day without interruption for municipalities.

In addition:

- Attach a listing of at least three 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.)

b. Organizational Capability

Demonstrate the proposer's organizational technical, managerial and financial capability to provide the work described in Section III. Specifically address the following:

- Describe your business and the organizations management structure highlighting relationship management, customer service, and compliance.
- Demonstrate your organization's technical expertise and capability to process the City's Business and Excise Tax payments accurately and on time every day without interruption.

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 three (3) years latest audit reports or certified financial statements, or a statement as to why no report or statement is available.

c. Proposed Approach

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

1. Describe the daily process for mail retrieval from the P.O. Box and if the courier service will be sub-contracted.
2. Describe the process for the handling of Certified Mail.
3. Describe the capability of being able to send a courier on a daily basis for mail retrieval at Agency offices.
4. Planned location of the lockbox facility.
5. Explain the procedure used to capture envelope postmark dates.
6. Describe the capability and means by which the scan line located on each voucher will be captured and matched to the payment for transmission to the City's Business Tax system (BTS).
7. Demonstrate the capability to process vouchers with scan lines of different formats.
8. Demonstrate proper practices and procedures to process the collection workflow illustrated in Appendix 5.
9. Describe the process for handling the "clean" workflow in Section 5.1.
10. Describe the process for handling the "document only" workflow in Section 5.2.
11. Describe the process for handling the "check only" workflow in Section 5.3.
12. Describe the process for handling the "exception" workflow in Section 5.4.
13. Describe the capability to deposit substitute checks according to ANSI X9.37 (Check 21) standards.
14. Describe the process utilized to handle non-conforming checks.
15. Describe how substitute checks are to be electronically endorsed on the back of the check image and the ability have the endorsement identify the City's bank account, the date of deposit, and the External ID
16. Describe the process for handling check encoding errors and how the Agency will be notified of such errors.
17. Detail the web-based solution allowing Agency personnel to review payments that cannot be matched to a receivable.
18. Detail the online services available for payment research and viewing reports.
19. Describe the ability to add additional payment processing resources during peak remittance periods.
20. Describe how the agency will be able to retrieve images of vouchers, checks, tax forms, and correspondence.
21. Describe how correspondence items will be managed and the reported to the City.
22. Describe how envelopes containing currency and coins will be handled and deposited.
23. Detail the processes that to be used for the four categories of vouchers with payments and documents with payments that will be received.
24. Explain the capability to processes payments according to Agency cash application rules.
25. Describe the ability to transmit payment and image files by a secure FTP file.
26. Describe the ability to prepare electronic files that are text based using a fixed-width format with no delimiters.

27. Describe the steps taken to ensure the accuracy of all data contained in any file transmission sent to the City's database. In particular, describe the ability to apply a check digit algorithm.
28. Detail the capability of sending to the Agency a daily Recon file to account for files transmitted to BTS.
29. Detail the continuity of business should the proposer lose access to its primary processing site.
30. Designate a customer service manager fully versed on the Agency's operations.
31. Provide the Agency with access to any third-party vendor involved with the services requested in this proposal.
32. Describe how the Agency will be invoiced for services rendered.
33. Describe the change request process.
34. Explain how, during the term of the anticipated contract, any alternate solutions or future enhancements the proposers make to improve processing will be communicated to the Agency and how all cost reductions will be incorporated into the proposer's pricing to the Agency.
35. Detail any reoccurring/periodic downtime for the proposer's operations that could affect the Agency's continuity of business.
36. Explain how transition services will be provided to the Agency at the contract's end.

The Agency'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 in addition to the mandatory proposal, providing all the information specified in Section III 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 and format in Appendix 6.

4. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment B) 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 (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. Proposers are reminded to include a PDF/A-compliant soft copy of the entire Proposal on a Recordable CD (CD-R or CD+R), or on a flash drive.

1. A sealed inner envelope labeled "Program Proposal," containing one original set and two (2) copies of duplicate sets of the documents listed below in the following order:

- Proposal Cover Letter and Form (Attachment A)

- Technical Proposal
 - Narrative
 - References for the Proposer and, if applicable, each Sub-Contractor
 - Minimum Qualification Requirement of this RFP. If proposer is a bank, it must be a:
 - Commercial bank designated as a depository bank in good standing by the New York City Banking Commission.
 - Resumes and/or Description of Qualifications for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
2. A separate sealed inner envelope labeled “Price Proposal” containing one original set and two (2) duplicate sets of the Price Proposal.
 - Price Proposal Form (Attachment C)
 3. A third sealed inner envelope containing:
 - “Subcontractor Utilization Plan” (Attachment L, Schedule B, Part II) or;
 - Approved Waiver of Target Subcontracting Percentage (Attachment L, Schedule B, Part III) or;
 - “Subcontractor Utilization Plan” (Attachment L, Schedule B, Part II) and Approved **Partial** Waiver of Target Subcontracting Percentage (Attachment L, Schedule B, Part III)
 4. A fourth sealed inner envelope labeled “Doing Business Data Form” containing an original, completed Doing Business Data Form (see Attachment E).
 5. A fifth sealed inner envelope labeled “Forms” containing an original, completed set of the following documents listed below in the following order:
 - a. Acknowledgement of Addenda (Attachment B)
 - b. Affirmation (Attachment D)
 - c. Electronic Funds Transfer (Attachment F)
 - d. Iran Divestment Act Ride (Attachment J)
 6. A sealed outer envelope, enclosing the five (5) sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - 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.
 - The name, title and address of the Authorized Agency Contact Person.

Other forms required to be completed

Following identification of the apparent winner, other forms are required to be completed and shall be submitted within ten (10) business days of the City’s request for their submission. These forms include:

- i. An “Acknowledgement by Individual / Corporation / Partnership”
- ii. VENDEX Questionnaires (the “Vendor Questionnaire” and the “Principal Questionnaire”), or a “Certification of No Change”. Pursuant to Administrative Code §6-116.2 and the New York City Procurement Policy Board Rules (9RCNY §2-08), bidders may be obligated to submit completed VENDEX questionnaires. Generally if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City, and any subcontracts received from City

contractors over the past twelve months, equals or exceeds \$100,000, VENDEX questionnaires should be completed and submitted. If completed VENDEX questionnaires have been filed with the City within the previous 36 months, and there are no changes to any response contained in the VENDEX questionnaires in the current submission, the bidder may submit an Affidavit of No Change in lieu of completing additional VENDEX questionnaires. If changes have occurred, the bidder is required to submit a changed questionnaire. Any questions concerning this requirement should be submitted to the contact person for this Contract. For additional information, see also <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

iii. Division of Labor Services “Employment Report”. In accordance with Executive Order No. 50 (1980), as modified by Executive Order No. 108 (1986), the filing of a completed Employment Report is a requirement of doing business with the City of New York if the Contractor meets all of the following conditions:

- a) The Contractor has been identified as the apparent winner;
- b) The Contract value exceeds \$100,000;
- c) The Contractor employs 50 or more people;

Suppliers, subcontractors, and vendors performing work on the Contract who meet conditions b) and c) should file an Employment Report. For additional information, see also <https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page>

Contractors who have fewer than 50 employees need only submit a “Less Than 50 Employees Certificate”. Any subcontractor, supplier or vendor having fewer than 50 employees need only submit a “Less Than 50 Employees Certificate”.

iv. Proof of insurance (insurance certificates, policies, and endorsements).

Ownership of Proposals

All Proposals submitted in response to this Request for Proposals become the property of the City of New York. Proposals shall not be returned.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The proposals will be ranked in order of highest to lowest total score and the agency will establish a shortlist through a natural break in scores. Short-listed vendors may be invited to make presentations and/or demonstrations after which technical scores may be updated if needed. 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 based on initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria

The Agency's evaluation committee will review and rate the responsive proposals based on the Proposal Evaluation Criteria described below:

- | | |
|---|------------|
| • Demonstrated quantity and quality of successful relevant experience | 35% |
| • Demonstrated level of organizational capability | 20% |
| • Quality of proposed approach | 35% |
| • Proposed Price | 10% |

Points will be awarded for cost proposals for this RFP according to the rating scale below:

- | | |
|---|-----------|
| 1. Proposal with Lowest Price | 20 points |
| 2. Proposals within 5% of low proposal | 16 points |
| 3. Proposals within 10% of low proposal | 12 points |
| 4. Proposals within 15% of low proposal | 8 points |
| 5. Others | 4 points |

Price Formula:

$$[\text{Proposal price points} / \text{Lowest price proposal points (maximum points)}] \times 10\%$$

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. The Agency shall award to the proposer whose proposal achieves the highest rating and whose prices are deemed to be fair and reasonable. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected 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 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. 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) 788-0010 or at:
<http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>.

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

 X The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

 The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

(Agency Chief Contracting Officer)

Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers to the Replacement of the Digital Tax Map RFP must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. **Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings.**

For more information about PASSPort, please visit nyc.gov/passport

Message from New York City's Department of Small Business Services

Procurement Technical Assistance Center (PTAC):

The Department of Small Business Services (SBS) offers One-on-One Technical Assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission, and provide feedback and guidance to help you submit the best proposal possible.

To schedule One-on-One Technical Assistance, email techassist@sbs.nyc.gov and an SBS representative will contact you.

- PTAC offers individualized assistance and training to help M/WBEs contract with New York City, New York State and the Federal Government.

Services include:

- Introduction to Government Contracting
- Small Business Certifications
- Doing Business with General Services Administration (GSA)
- Navigating System for Award Management (SAM)
- Contract Accounting
- Response to RFPs/Proposal Writing
- Teaming Arrangements and Subcontracting

NYC Online Directory of Certified Businesses

If you are a prime contractor and require assistance in finding NYC Certified Minority and Women-owned Business Enterprise (M/WBE) Program companies, please visit the NYC Online Directory of Certified Businesses at www.nyc.gov/buycertified. The NYC Online Directory of Certified Businesses is a searchable list of M/WBE certified businesses across the New York City area. You can find details and contact information about these firms, as well as what these companies sell or provide.

Contract Financing Loan Fund:

- M/WBEs and small businesses can access low-interest loans to help them win, take on, and perform on NYC contracts, including purchasing equipment and hiring employees.
- Sizes and Terms of Loans:
 - Loans are up to \$500,000
 - Interest is capped at 3% annual interest rate; closing fees apply
 - Repayment terms will be timed to align with NYC contract payment schedules to help businesses with cash flow. In some cases, the contract payments will be assigned directly to the lender from the NYC agency or prime contractor.

For more information go to www.nyc.gov/contractfinancing

ATTACHMENT A

PROPOSAL COVER LETTER

RFP TITLE: Business & Excise Tax Lockbox Services

E-PIN: 83620P0001

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

**Proposer's Contact
Person:**

Name: _____

Title: _____

Telephone
#: _____

**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 B
ACKNOWLEDGEMENT OF ADDENDA

Proposer: _____

E-PIN: 83620P0001

COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I: List below the dates of issuance for **each addendum received** in connection with this RFP:

ADDENDUM #1 DATED: _____, 2019

ADDENDUM #2 DATED: _____, 2019

ADDENDUM #3 DATED: _____, 2019

ADDENDUM #4 DATED: _____, 2019

ADDENDUM #5 DATED: _____, 2019

ADDENDUM #6 DATED: _____, 2019

ADDENDUM #7 DATED: _____, 2019

ADDENDUM #8 DATED: _____, 2019

PART II: Check, if applicable.

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

DATE ____/____/____

PROPOSER (NAME): _____

PROPOSER (SIGNATURE): _____

ATTACHMENT C

Format for 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 and format in Appendix 6.

Proposers should meet the following requirements in preparing their costs proposals:

- Pricing should be provided in total and be broken out by category and cost to the City as specified in Section III and IV of this RFP.
- Price proposals should clearly state any major assumptions, caveats, variables, or ambiguities that the vendor believes exist regarding this RFP that could potentially impact its project pricing.

Price proposals must use the RFP provided format for submitting their pricing details see Section IV).

ATTACHMENT D

AFFIRMATION

The undersigned contractor affirms and declares that said contractor 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 contractor to receive public contracts except _____

Full name of Contractor: _____

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 businesses which seek City contracts.

ATTACHMENT E

Doing Business Data Form

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

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

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

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

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status <i>NEW: Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.</i>	(Select One) <input type="checkbox"/> Entity has never completed a Doing Business Data Form. Fill out the entire form. <input type="checkbox"/> 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. <input type="checkbox"/> No Change from previous Data Form dated _____. Skip to the bottom of the last page.
---	---

Entity is a Non-Profit ☐ Yes ☐ No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

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

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer ☐ This position does not exist
The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

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

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

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer ☐ This position does not exist
The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

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

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

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer ☐ This position does not exist
The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

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

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

Home Address _____

☐ This person replaced former COO _____ on date _____

Principal Owners

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

There are no owners listed because (select one):

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

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

Standard Form

DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

To collect accurate, up-to-date identification information about organizations that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), a campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of entities doing business with the City and mandates the creation of a *Doing Business Database* to allow the City to enforce the law. The information requested in this *Data Form* must be provided, regardless of whether the organization or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this *Data Form*?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by “conventional” competitive sealed bid (i.e. bids that do not use a prequalified list or “Best Value” selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

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

The principal officers, owners and certain senior managers of organizations listed in the *Doing Business Database* are themselves 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. See the *Data Form* for examples of titles that apply.
- **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 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 contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the *Data Form* will be considered incomplete.

I have already completed a *Doing Business Data Form*; do I have to submit another one?

Yes. An organization is required to submit a *Doing Business Data Form* each time it enters into a transaction considered a business dealing with the City, including contract, concession and franchise proposals. However, 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. No organization should have to fill out the entire *Data Form* more than once.

If you have already submitted a *Data Form* for one transaction type (such as a contract), and this is the first time you are completing a *Data Form* for a different transaction type (such as a grant), please select the Change option and complete Section 4 (Senior Managers) for the new transaction type.

Will the personal information on this *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, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.



I provided some of this information on the VENDEX Questionnaire; do I have to 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.

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

Organizations that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 for construction contracts), or that hold any economic development agreement or pension fund investment contract, are considered to be doing business with the City for the purposes of LL 34. Because all of the business that an organization does or proposes to do with the City will be added together, the *Data Form* must be completed for all transactions valued at more than \$5,000 even if the organization doesn't currently do enough business with the City to be listed in the *Database*.

No one in my organization plans to contribute to a candidate; do I have to fill out this *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 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.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the *Data Form* be completed?

A joint venture that does not yet exist must submit a *Data Form* for each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

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.

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.

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.nyccfb.info, or 212-306-7100.

The *Data Form* is to be returned to the City office that issued it.

If you have any questions about the *Data Form* please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov. 06/21/12

ATTACHMENT F

Notice to Vendors

Please note that, effective January 1, 2008, payments from the City of New York will be made by electronic funds transfer (EFT) as per the attached Electronic Funds Transfer memo. You are to complete the bottom section of the memo and return it with your response. The EFT Vendor Payment Enrollment Form is to be sent to:

NYC Department of Finance, Treasury Division,
66 John Street, 12th Floor
New York, NY 10038
Attention: EFT

or

Fax to: EFT at 212-361-7063.

Do NOT return the EFT Vendor Payment Enrollment Form with your response.

Attachment to 310L -12.07

Electronic Funds Transfer Memo

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. And 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 first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance 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.

☐ I agree to accept EFT and have forwarded a completed EFT Vendor Payment Enrollment Form to the Department of Finance, Treasury Division, 66 John Street, 12th Floor New York, NY 10038 Attention EFT.

Please Note: EFT Vendor Payment Enrollment Forms are **NOT** to be submitted with your response.

☐ I already receive payments via EFT.

Name of Firm: _____

Print Name: _____

Signature: _____

Title & Date: _____

**Direct Deposit/Electronic Funds Transfer (EFT)
ENROLLMENT/CHANGE OF ACCOUNT FORM****INSTRUCTIONS**

- For more information about EFT, to contact us, or to download an application, go to nyc.gov/eft
- If sending by mail, please do not staple
- If submitting multiple enrollments by E-Fax, each individual application must be faxed separately
- **Form must be typed and submitted to:**

E-Fax: (646) 500-7152 **Or****Mail:** NYC Department of Finance, Treasury Division
66 John Street, 12th Floor, New York, NY 10038, Attention: EFT**SECTION 1 - APPLICATION REQUIREMENT (REQUIRED ITEM)**

Submit **one** item with your application.
Incomplete applications will not be
processed.

☐

Copy of voided check imprinted with vendor name

☐

Current bank statement

☐

Letter from your bank*

* Bank documentation must contain the vendor/company name, complete bank account and routing number.
Bank documentation must also include bank representative's signature, printed name, and date signed.

SECTION 2 - VENDOR INFORMATION (ALL FIELDS REQUIRED)

1. Social Security # or Taxpayer ID #:
(As it appears on W-9 Form)

2. Vendor Name:
(As it appears on W-9 Form)

3. Vendor Payment Address:
Number, Street,
City, State and Zip Code

4. Address ID:

5. Vendor Email Address:

6. Vendor Telephone Number:

SECTION 3 - BANK INFORMATION (ALL FIELDS REQUIRED)

1. Name of Bank:

2. Name of Account:
(Exactly as it appears on Account)

3. Account Number
and Type:

☐

CHECKING

☐

SAVINGS

4. 9-Digit Bank Routing Number:
(See bottom of check)

5. Bank Telephone Number:

SECTION 4 - VENDOR SIGNATURE AND AUTHORIZATION (MUST SIGN, PRINT AND DATE)

I, hereby confirm my authority, as an authorized signer of the above-referenced bank account ("Account"), to issue this instruction to credit and debit, via the Automated Clearinghouse, the Account. I authorize the City of New York to deposit, via Automated Clearinghouse credit entry, all entitled payments to the Account and to initiate, as necessary, Automated Clearinghouse debit entries to adjust any Automated Clearinghouse credit (i) made in error (ii) deposited for an incorrect amount, or (iii) that is a duplicate of a correct payment. The City of New York will make a reasonable effort to communicate with me to notify me of a debit entry that will be made to the Account. I understand that this authorization will remain in effect until a written instruction, properly executed by me, authorizing cancellation is submitted to the fax number above.

Authorized Signature	Print/Type Name	Date (MM-DD-YYYY)

TREA-0913 Rev. 05.23.2018

ATTACHMENT G

CITY OF NEW YORK – DEPARTMENT OF FINANCE

CONFIDENTIALITY AGREEMENT

Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code.

City Tax Information

The Administrative Code of the City of New York (“Administrative Code”) imposes secrecy restrictions on:

- **All officers, employees and agents of the Department of Finance (“DOF”).**
- **Any person engaged or retained by DOF on an independent contract basis.**
- **Any depository, its officers, and its employees, to which a return may be delivered.**
- **Any person who is permitted to inspect any report or return.**
- **Any person who in any manner may acquire knowledge of the contents of any report or return including:**
 - **Contractors and workers hired by DOF to work on its equipment, buildings or premises or to process returns or other papers.**
 - **Visitors to DOF buildings or premises.**

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Administrative Code.

Any unlawful disclosure of information by any of the above-mentioned persons is a criminal offense. City officers and employees making unlawful disclosures may be dismissed from office and barred from holding public office for a period of five years.

Social Security and Federal Employer Identification Numbers supplied by taxpayers pursuant to Administrative Code §11-102.1 and contained in information returns including but not limited to Owners Identification Forms are subject to tax secrecy and personal privacy laws and may not be disclosed.

Income and Expense Statements filed by property owners pursuant to Administrative Code §11-208.1 may not be disclosed to persons not authorized by §11-208.1(f) to receive such information.

Federal and State Tax Information

Section 6103 of the Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. The New York State Tax Law contains secrecy provisions which apply to New York State tax returns and reports. Criminal and civil penalties are imposed on any person who makes an unauthorized disclosure of any information contained in a federal or state tax return or report.

Computer Files

Computer files and their contents are covered by the same standards and secrecy provisions of the Administrative Code, New York State Tax Law, and the Internal Revenue Code that apply to physical documents.

Audit Selection

Unauthorized disclosure of confidential audit selection methods developed by DOF is strictly prohibited.

INCORPORATION OF DOCUMENTS

This Agreement also contains the following Attachments:

1. Attachment A - Agreement to Adhere to the Secrecy Provisions of the New York City Administrative Code, the New York State Tax Law and the Internal Revenue Code, and New York City Department of Finance Confidentiality Provisions
2. Attachment B - IRS Publication 1075, Exhibit 7 - Safeguarding Contract Language
3. Attachment C. – IRS Publication 1075, Exhibit 4 – Sanctions for Unauthorized Disclosure; and IRS Publication 1075, Exhibit 5 – Civil Damages for Unauthorized Disclosure

I certify that I have read and understand all of the secrecy and confidentiality provisions provided in this document, and in Attachments A, B, and C, and agree to adhere to the secrecy and confidentiality requirements contained in this document, and Attachments A, B, and C, even after my relationship with DOF is terminated.

Signature _____ Date _____

Name _____
(Please Print)

Employer Name: _____

Attachment G

CITY OF NEW YORK – DEPARTMENT OF FINANCE

Agreement to Adhere to the Secrecy Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code

City Tax Information

The Administrative Code of the City of New York (“Administrative Code”) imposes secrecy restrictions on:

- All officers, employees and agents of the Department of Finance (“DOF”)
- Any person engaged or retained by DOF on an independent contract basis
- Any depository, its officers, and its employees, to which a return may be delivered
- Any person who is permitted to inspect any report or return
- Any person who in any manner may acquire knowledge of the contents of any report or return including:
 - Contractors and workmen hired by DOF to work on its equipment, buildings or premises or to process returns or other papers
 - Visitors to DOF buildings or premises

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Administrative Code.

Any unlawful disclosure of information by any of the above-mentioned persons is a criminal offense. City officers and employees making unlawful disclosures may be dismissed from office and barred from holding public office for a period of five (5) years.

Social Security and Federal Employer Identification Numbers supplied by taxpayers pursuant to Administrative Code §11-102.1 and contained in information returns including but not limited to Owners Identification Forms are subject to tax secrecy and personal privacy laws and may not be disclosed.

Income and Expense Statements filed by property owners pursuant to Administrative Code §11-208.1 may not be disclosed to persons not authorized by §11-208.1(f) to receive such information. Information found on many applications for property tax benefits is subject to secrecy and personal privacy laws and may not be disclosed.

Federal and State Tax Information

Section 6103 of the Internal Revenue Code contains secrecy provisions which apply to federal tax returns and return information. The New York State Tax Law contains secrecy provisions which apply to New York State tax returns and reports. Criminal and civil penalties are imposed on any person who makes an unauthorized disclosure of any information contained in a federal or state tax return or report.

Vehicle Owners’ Private Information

Under the federal Drivers' Privacy Protection Law, 18 U.S.C. §§ 2721-2725, personal information about individuals, received from departments of motor vehicles, may only be accessed for agency purposes and disclosed for purposes authorized under the law. Such information, located in STARS or any other format, must not be released except as approved or directed after consultation with the Legal Division.

Computer Files

Computer files and their contents are covered by the same standards and secrecy provisions of the Administrative Code, New York State Tax Law, and the Internal Revenue Code that apply to physical documents.

Audit Selection

Unauthorized disclosure of confidential audit selection methods developed by DOF is strictly prohibited.

New York City Department of Finance Confidentiality Provisions

A. Definitions

(1) City tax information shall mean any tax report or return or any other official filing with the Department.

(2) Confidential Information shall mean "Confidential administration information," "Confidential tax administration information," "Federal tax information," "City tax information and "State tax information".

(3) Confidential administration information shall mean information relating to the past, present or future research, development or business affairs of the Department and any proprietary products, materials, systems, procedures or methodologies.

(4) Confidential tax administration information shall mean any information in the possession of the Department not covered in the preceding paragraphs to the extent such information is known only to employees of the Department and is not of a type made available to others including but not limited to: audit selection tolerances, communications from taxpayers, information on how audits are done, tax compliance, enforcement and audit procedures, settlement criteria or guidelines, internal deliberations of the officers and employees of the Department, and systems documentation for the electronic data processing security operations of the Department including codes, logs and other details relating to the security of those operations.

(5) State tax information shall mean any tax report or return or any other official filing with the New York State Department of Taxation and Finance (State) furnished to the Department by the State.

(6) Federal tax information shall mean any tax return and/or return information furnished to the Department by the Internal Revenue Service.

B. Adherence to Secrecy Provisions and Security Procedures

(1) Contractor acknowledges that in the course of this Agreement it will have access to and/or be in possession of Confidential Information of the Department, City tax information, State tax information, Federal tax

information, confidential administration information, and confidential tax administration information. Access to all such information shall be restricted to those personnel with a need to know, who are engaged in a permitted use and who have been advised of the terms of this Article. All work will be done under the supervision of the Contractor or the contractor's employees. Any confidential information, made available in any format, shall be used only for the purpose of carrying out the provisions of this Agreement.

(2) Tax Secrecy

(a) Notice of Secrecy Provisions of the Administrative Code of the City of New York (Administrative Code) and the State Tax Law. Contractor, its employees and all subcontractors and their employees shall be notified in writing of the secrecy provisions of the Administrative Code and the State Tax Law, including, but not limited to, Tax Law Sections 697(e) and 1825, which prohibit independent contractors from disclosing tax information in any manner, and understand that the existence and the contents of all tax reports and tax returns, or other information covered by such secrecy provisions may not be divulged or made known in any manner to any unauthorized person. Contractor hereby states that it is aware that violation of these secrecy provisions is punishable by a fine not exceeding \$10,000 or imprisonment not exceeding one year, or both.

(b) Notice of Secrecy Provisions of Internal Revenue Code (26 USC Section 6103). Contractor, its employees and all subcontractors and their employees shall be notified in writing of the secrecy provisions under the Internal Revenue Code. All employees shall also be notified in writing that such unauthorized divulgence of federal tax information by Contractor and its employees or subcontractors and their employees is punishable as a felony with a fine in an amount not exceeding \$5,000 or imprisonment of not more than five years, or both together, plus the cost of prosecution. In addition, unauthorized disclosures may result in an award of civil damages in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure.

Paragraphs (a) and (b) of this subdivision are intended to give notice to Contractor and its personnel and shall not be deemed to affect or expand the meaning, application or scope of the secrecy provisions therein referred to.

(c) When this project is over, and from time to time before its completion, as the Department may determine, the officers and employees of Contractor who view or otherwise have access to the Confidential Information defined herein shall turn over to the Department all written or computerized records of it in any form whatsoever, including computer tapes and/or disks. All spoilage and/or intermediate hard copy printouts that may result during the processing of confidential information will be given to the Department. When this is not possible, the Contractor will be responsible for the destruction of the spoilage and/or intermediate hard copy printouts, and must provide the Department with a statement containing the date of destruction, a description of material destroyed, and the method used.

(d) Employees of Contractor may not re-release or re-disclose confidential administration information, federal tax information, City tax information, State tax information, and confidential tax administration information to other employees of Contractor or Subcontractor(s) not personally and directly engaged in rendering service on this project. Contractor, its employees or Subcontractor(s) and its employees will make no other disclosure except with the prior written approval of the Department.

(e) Contractor will require each of its employees assigned to perform maintenance services hereunder to sign a Secrecy Agreement in the form attached hereto as Appendix A, acknowledging his/her understanding of the secrecy provisions of the Administrative Code of New York City, the State Tax Law, and the Internal Revenue Code and the penalties for improper disclosure. The agreements are to be forwarded to the Department with photocopies maintained at the premises of Contractor/Subcontractor prior to commencement of this Agreement.

Secrecy agreements are to be updated as employees are assigned to Contractor for a period of three years following the expiration of this Agreement.

(f) Contractor shall be liable for the wrongful disclosure of any information attributable to it or its officers, employees, its subcontractors and its subcontractor's employees. Contractor shall fully cooperate with the Department in defense of any claims brought against the Department by reason of such wrongful disclosure.

(3) Survival

This section shall survive termination of this Agreement for any reason.

C. Security Procedures

In order to ensure that all confidential administration information, confidential tax administration information, federal, State or City tax information ("Confidential Information") received by Contractor from the Department is secured and that maximum control over the data is maintained, the following security procedures must be maintained at all times during which Contractor is in possession of such information.

(1) When not in use all Confidential Information must be stored in a separate, restricted area enclosed by slab-to-slab walls within the Contractor processing center, with control and access limited to the minimum number of persons necessary to perform the tasks assigned. A list containing the names and titles of persons with keys to the storage area(s), must be provided to the Department.

(2) Contractor agrees that only authorized personnel will be permitted to access confidential administration information, confidential tax administration information, federal, State and City tax information. A list of such personnel shall be provided to the Department and to the IRS. All Federal, State and City tax information must be accounted for upon receipt and properly stored before, during and after processing. All related or derivative output must be given the same level of protection that is required for the source material. An audit trail of accesses to the information must be maintained and, at a minimum, record log - in attempts, password changes, file creations, changes and/or deletions. Audit trails must be reviewed regularly by authorized supervisory or security personnel who are not regular program users.

(3) While such Confidential Information is resident in computer memory, access to such Confidential Information must be limited to only authorized persons and used only for authorized applications.

(4) Authorized access codes/passwords are required to be employed (and safeguarded) to ensure that access is limited to authorized persons. Access codes/passwords must, at a minimum, be constructed, protected and administered in accordance with federal standards. The current standard is Federal Information Processing Standards Publication (FIPS PUB) 112, "Password Usage." The system may use any method which uniquely identifies users and requires proof of identify before accessing the system. Identification/authentication must be an auditable function. All computer systems processing, storing, or transmitting confidential information must meet or exceed "C2" computer access protection controls.

(5) Whenever maintenance is to be performed on the computer system, all City and tax data files must be removed to the storage area. If that is not possible, an authorized employee must monitor the activities of the maintenance personnel in order to prevent the unauthorized disclosure of federal, State, or City tax information, confidential administration information or confidential tax administration information.

(6) Contractor must maintain sign in/sign out registers at each entrance to the file and storage areas. Each person entering the restricted file area who is not assigned to the area should sign in ink in the register, his/her name, signature, assigned work area, date and time of entry, and purpose of entry. The person controlling the entrance point should verify the name and signature by checking a valid form of personal identification and enter the time of departure from the area.

(7) Contractor shall not make or permit the making of copies of any written or computerized record of Confidential Information, including computer tapes and/or disks, for any purpose unless authorized by the Department of Finance, the State and the IRS.

(8) Upon completion of this project, Contractor agrees to return to the Department, the State and to the IRS all computer tapes, or at the Department's or at the IRS's option, destroy all such tapes. Within ten (10) days of completion of the work required hereunder, Contractor shall deliver to the Department and to the IRS a written statement certifying that all such tapes have been returned or destroyed, identifying each such returned or destroyed tape by tape reel number. Contractor must further certify that all confidential information processed during the performance of this Agreement will be completely purged from all data storage components of its computer facility, and that no output will be retained by Contractor at the time the work is completed. Contractor must also certify that any confidential information in any storage component will be safeguarded to prevent unauthorized disclosures if immediate purging of all data storage components is not possible.

(9) No work involving information furnished under this Agreement may be subcontracted without the specific prior written approval of the Department of Finance.

(10) In addition to any rights of termination the Department may have under the law or this Agreement, the Department shall terminate this Agreement if the Contractor fails to provide the safeguards described above.

The Department reserves the right to inspect Contractor's premises from time to time to verify Contractor's compliance with the foregoing security requirements. On the basis of such inspection(s), specific measures may be required in specific cases where Contractor is found to be noncompliant with contractual safeguards.

(D) Employee Awareness

The Contractor, all Contractor employees, subcontractors and all subcontractor employees must be notified in writing of the foregoing tax secrecy provisions and security procedures.

Said individuals must be notified in writing that there are civil and criminal penalties for unauthorized disclosures that apply even if an unauthorized disclosure is made after their employment with Contractor terminates.

The Contractor, all Contractor employees, subcontractors and all subcontractor employees must subscribe in writing to Section 74 of the Public Officers Law and to the Privacy Act of 1974, 5 U.S.C. 552a, which prohibits an officer or employee of a State agency from disclosing confidential information acquired during the course of carrying out official duties.

Attachment B - IRS Publication 1075, Exhibit 7 – Safeguarding Contract Language

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure. and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for

compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**Attachment C. – IRS Publication 1075, Exhibit 4 – Sanctions for Unauthorized Disclosure; and
IRS Publication 1075, Exhibit 5 – Civil Damages for Unauthorized Disclosure**

IRC section 7213. Unauthorized Disclosure of Information

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), or (20) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return

information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

IRC section 7213A. Unauthorized Inspection of Returns or Return Information

(a) Prohibitions

(1) Federal employees and other persons

It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person [not described in paragraph (1)] willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).

IRC section 7431. Civil Damages for Unauthorized Inspection or Disclosure of Returns and Return Information

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of—

(1) the greater of—

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action.

(d) Period for Bringing Action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of Unlawful Inspection and Disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of—

(1) paragraph (1) or (2) of section 7213 (a),

(2) section 7213A (a), or

(3) subparagraph (B) of section 1030 (a)(2) of Title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms “inspect”, “inspection”, “return”, and “return information” have the respective meanings given such terms by section 6103 (b).

(g) Extension to information obtained under section 3406

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 6311(e).

ATTACHMENT H

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). Section 6-129 establishes the program for participation in City procurement (“M/WBE Program”) by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “M/WBE Utilization Plan”), and are detailed below.

The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, (“**Participation Goals**”), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may

be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER 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 COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or

writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of **the Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at _____ or via facsimile at () _____. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE Utilization Plan**. (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its **M/WBE Utilization Plan**, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the

M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

ATTACHMENT I

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) 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 Contract 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.
- (b) 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 subparagraph (a) of paragraph 1 of this rider, 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.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) 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 Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 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 Contract.
- (d) For the purposes of this rider, "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.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

ATTACHMENT J

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

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.

**BIDDER'S 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]

BIDDER'S 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: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

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

Notary Public

Dated:

ATTACHMENT K

Notice for Proposers:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and the Selected Contractor receives notice of its implementation, the Selected Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of the contract to be awarded. For each subcontractor listed, the Selected Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. Thereafter, the Selected Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, the Selected Contractor will be required to revise the information in the system.

When the subcontractor reporting system is implemented, the Selected Contractor will receive a written notice from the City which will contain the information the Selected Contractor will need to list its subcontractors and report payments. The Selected Contractor will not be required to comply with the requirements set forth herein until such notice is issued. The Selected Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Selected Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Selected Contractor in default of the Contract and may subject the Selected Contractor to liquidated damages in the amount of \$100 per day for each day that the Selected 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. The Selected Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

ATTACHMENT L

SCHEDULE B – M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	<u>83620P0001</u>	FMS Project ID#:	<u></u>
Project Title/ Agency PIN #	<u>Business and Excise Tax Lockbox Services</u>		
Bid/Proposal Response Date	<u>December 3, 2019 at 3:00 PM EST</u>		
Contracting Agency	<u>New York City Department of Finance</u>		
Agency Address	<u>1 Centre Street</u>	City	<u>New York</u>
		State	<u>NY</u>
		Zip Code	<u>10007</u>
Contact Person	<u>Eugenio Alcantara</u>	Title	<u>M/WBE Program Manager</u>
Telephone #	<u>212-602-7195</u>	Email	<u>AlcantaraE@finance.nyc.gov</u>

Project Description *(attach additional pages if necessary)*

Business and Excise Tax Lockbox Services

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry:

Group	Percentage
<u>Unspecified</u>	<u>30%</u>
or	
Black American	<u>%</u>
Hispanic American	<u>%</u>
Asian American	<u>%</u>
Women	<u>%</u>
Total Participation Goals	30%
	Line 1

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 1)		Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$	X		=	\$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$	X		=	\$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.

Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☐ As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % _____

Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

✓ Scopes of Subcontract Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

Section V: Vendor Certification and Required Affirmations

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;

2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	
Contact Name _____	Telephone # _____ Email _____
Type of Procurement <input type="checkbox"/> Competitive Sealed Bids <input type="checkbox"/> Other Bid/Response Due Date _____	
APT E-PIN # (for this procurement): _____	Contracting Agency: _____

M/WBE Participation Goals as described in bid/solicitation documents

_____ %
Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*

- ☐ Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- ☐ Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- ☐ Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. _____ Total Contract Amount \$ _____ Item of Work Subcontracted and Value of subcontract _____	AGENCY _____ Total Amount Subcontracted \$ _____ Item of Work Subcontracted and Value of subcontract _____	DATE COMPLETED _____ _____ Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____ Total Contract Amount \$ _____ Item of Work Subcontracted and Value of subcontract _____	AGENCY _____ Total Amount Subcontracted \$ _____ Item of Work Subcontracted and Value of subcontract _____	DATE COMPLETED _____ _____ Item of Work Subcontracted and Value of subcontract _____

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract _____	ENTITY _____	DATE COMPLETED _____
Manager at entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Type of Work Subcontracted _____	_____	_____

TYPE OF Contract _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

TYPE OF Contract _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at entity that hired vendor (Name/Phone No./Email) _____		
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

VENDOR CERTIFICATION: *I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.*

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____

Date: _____

Waiver Determination

Full Waiver Approved: ☐

Waiver Denied: ☐

Partial Waiver Approved: ☐

Revised Participation Goal: _____%

ATTCHMENT M

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

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.¹ Contractors 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”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. 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.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, 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.

The PSLL is summarized below for the convenience of Contractor. 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 Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

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

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

1 Pursuant to the PSL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

Be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

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 forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty 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.

An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

- 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;
- 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;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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 PSL. 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 PSL must be treated by the employer as confidential.

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.

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.

Exemptions and Exceptions

Notwithstanding the above, the PSLI does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLI are expressly waived in such collective bargaining agreement;
- 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 PSLI for such employee;
- 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;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

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 PSLI. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLI.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLI. 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>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLI 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 PSLI.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLI, 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 PSLI has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative 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 PSLI civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSLI 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 PSLI 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 PSLI may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

ATTACHMENT N

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

HIRING AND EMPLOYMENT RIDER: HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services's ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job

openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

Attachment O

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 _____

APPENDIX A

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

<u>ARTICLE 1 - DEFINITIONS</u>	89
<u>Section 1.01 Definitions</u>	82
<u>ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES</u>	83
<u>Section 2.01 Procurement of Agreement</u>	83
<u>Section 2.02 Conflicts of Interest</u>	83
<u>Section 2.03 Certification Relating to Fair Practices</u>	84
<u>Section 2.04 Disclosures Relating to Vendor Responsibility</u>	84
<u>Section 2.05 Disclosure Relating to Bankruptcy and Reorganization</u>	84
<u>Section 2.06 Authority to Execute Agreement</u>	85
<u>ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING</u>	85
<u>Section 3.01 Assignment</u>	85
<u>Section 3.02 Subcontracting</u>	86
<u>ARTICLE 4 - LABOR PROVISIONS</u>	88
<u>Section 4.01 Independent Contractor Status</u>	88
<u>Section 4.02 Employees and Subcontractors</u>	88
<u>Section 4.03 Removal of Individuals Performing Work</u>	89
<u>Section 4.04 Minimum Wage; Living Wage</u>	89
<u>Section 4.05 Non-Discrimination in Employment</u>	91
<u>Section 4.06 Paid Sick Leave Law</u>	95
<u>Section 4.07 Whistleblower Protection Expansion Act</u>	99
<u>ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS</u>	100
<u>Section 5.01 Books and Records</u>	100
<u>Section 5.02 Retention of Records</u>	100
<u>Section 5.03 Inspection</u>	100
<u>Section 5.04 Audit</u>	101
<u>Section 5.05 No Removal of Records from Premises</u>	102
<u>Section 5.06 Electronic Records</u>	102
<u>Section 5.07 Investigations Clause</u>	102

<u>Section 5.08 Confidentiality</u>	104
<u>ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST</u>	106
<u>Section 6.01 Copyrights and Ownership of Work Product</u>	106
<u>Section 6.02 Patents and Inventions</u>	107
<u>Section 6.03 Pre-existing Rights</u>	107
<u>Section 6.04 Antitrust</u>	108
<u>Article 7 - INSURANCE</u>	108
<u>Section 7.01 Agreement to Insure</u>	108
<u>Section 7.02 Workers' Compensation, Disability Benefits, and Employers' Liability Insurance</u>	108
<u>Section 7.03 Other Insurance</u>	109
<u>Section 7.04 General Requirements for Insurance Coverage and Policies</u>	110
<u>Section 7.05 Proof of Insurance</u>	111
<u>Section 7.06 Miscellaneous</u>	112
<u>Article 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION</u>	113
<u>Section 8.01 Reasonable Precautions</u>	113
<u>Section 8.02 Protection of City Property</u>	113
<u>Section 8.03 Indemnification</u>	113
<u>Section 8.04 Infringement Indemnification</u>	113
<u>Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation</u>	114
<u>Section 8.06 Actions By or Against Third Parties</u>	114
<u>Section 8.07 Withholding of Payments</u>	114
<u>Section 8.08 No Third Party Rights</u>	115
<u>ARTICLE 9 - CONTRACT CHANGES</u>	115
<u>Section 9.01 Contract Changes</u>	115
<u>Section 9.02 Changes Through Fault of Contractor</u>	115
<u>ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES</u>	115
<u>Section 10.01 Termination by the City Without Cause</u>	115
<u>Section 10.02 Reductions in Federal, State, and/or City Funding</u>	116
<u>Section 10.03 Contractor Default</u>	117
<u>Section 10.04 Force Majeure</u>	118
<u>Section 10.05 Procedures for Termination</u>	119
<u>Section 10.06 Miscellaneous Provisions</u>	120
<u>Section 10.07 Liquidated Damages</u>	120

<u>Article 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER</u>	121
<u>Section 11.01 Prompt Payment</u>	121
<u>Section 11.02 Electronic Funds Transfer</u>	121
<u>Article 12 - CLAIMS</u>	122
<u>Section 12.01 Choice of Law</u>	122
<u>Section 12.02 Jurisdiction and Venue</u>	122
<u>Section 12.03 Resolution of Disputes</u>	122
<u>Section 12.04 Claims and Actions</u>	127
<u>Section 12.05 No Claim Against Officials, Agents, or Employees</u>	127
<u>Section 12.06 General Release</u>	127
<u>Section 12.07 No Waiver</u>	127
<u>ARTICLE 13 - APPLICABLE LAWS</u>	128
<u>Section 13.01 PPB Rules</u>	128
<u>Section 13.02 All Legal Provisions Deemed Included</u>	128
<u>Section 13.03 Severability / Unlawful Provisions Deemed Stricken</u>	128
<u>Section 13.04 Compliance With Laws</u>	128
<u>Section 13.05 Unlawful Discrimination in the Provision of Services</u>	128
<u>Section 13.05 Americans with Disabilities Act (ADA)</u>	129
<u>Section 13.06 Voter Registration</u>	130
<u>Section 13.07 Political Activity</u>	132
<u>Section 13.08 Religious Activity</u>	132
<u>Section 13.09 Participation in an International Boycott</u>	132
<u>Section 13.10 MacBride Principles</u>	133
<u>Section 13.11 Access to Public Health Insurance Coverage Information</u>	133
<u>Section 13.12 Distribution of Personal Identification Materials</u>	135
<u>Article 14 - MISCELLANEOUS PROVISIONS</u>	135
<u>Section 14.01 Conditions Precedent</u>	135
<u>Section 14.02 Merger</u>	135
<u>Section 14.03 Headings</u>	135
<u>Section 14.04 Notice</u>	136

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.³

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.

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).

³ 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.

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.⁴ Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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

⁴ 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.

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 PSL. 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 PSL 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 PSL 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 PSL 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 PSL 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 PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSL. 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 PSL 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 PSL.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the PSL, 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 PSL 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 PSL 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 Policies and Other Legal Requirements.* Nothing in the PSL 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 PSLI 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 PSLI 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 demand”), 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.

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*;
2. Form U-26.3, *State Insurance Fund 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.

SCHEDULE A

Article 7 -- Insurance	
Types of Insurance (per Article 7 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Workers' Compensation §7.02 <input checked="" type="checkbox"/> Disability Benefits Insurance §7.02 <input checked="" type="checkbox"/> Employers' Liability §7.02	Statutory amounts.
<input checked="" type="checkbox"/> Commercial General Liability §7.03(A)	<u>\$1,000,000.00</u> per occurrence <u>\$1,000,000.00</u> personal & advertising injury (unless waived in writing by the Department) <u>\$2,000,000.00</u> aggregate <u>\$0</u> products/completed operations Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Commercial Auto Liability §7.03(B)	<u>\$1,000,000.00</u> 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
<input type="checkbox"/> Professional Liability/Errors & Omissions §7.03(C)	<u>\$1,000,000.00</u> per claim
<input type="checkbox"/> Crime Insurance §7.03(D)	\$_____ Employee Theft/Dishonesty \$_____ Computer Fraud \$_____ Funds Transfer Fraud

	<p>\$_____ Client Coverage</p> <p>\$_____ Forgery or Alteration</p> <p>\$_____ Inside the Premises (theft of money and securities)</p> <p>\$_____ Inside the Premises (robbery or safe burglary of other property)</p> <p>\$_____ Outside the Premises</p> <p>\$_____ Money Orders and Counterfeit Money</p> <p>City of New York is a loss payee as its interests may appear</p>
<input type="checkbox"/> Cyber Liability Insurance §7.03(E)	<i>[If there is a significant cyber risk, please consult with the Law Department about specific insurance requirements.]</i>
<input type="checkbox"/> [OTHER]	<i>[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).]</i>
<input type="checkbox"/> [OTHER]	<i>[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).]</i>
Section 10.07 – Liquidated Damages	
<ul style="list-style-type: none"> • Violation of Section 3.02(H), reporting subcontractors in the City’s Payee Information Portal 	\$100 per day
<ul style="list-style-type: none"> • _____ 	\$ _____
Section 14.04 – Notice	
Department’s Mailing Address and Email Address for Notices	

Contractor's Mailing Address and Email Address for Notices	

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:

- (3) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (4) 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 _____

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER



REPORT
CORRUPTION, FRAUD, UNETHICAL CONDUCT
RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT
CALL THE NYC DEPARTMENT OF INVESTIGATION
212-825-5959

DOI CAN ALSO BE REACHED BY MAIL
OR IN PERSON AT:

New York City Department of
Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:

www.nyc.gov/doi

All communications are confidential



Or scan the QR Code above
to make a complaint

**THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION**

- 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.
- **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.
- 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

APPENDIX 1

62 Character Scanline

The HRI (Human Readable Interpretation) Line includes the following data fields (62 Characters including spaces):

3 characters Account Type Code. Appendix 2a identifies account types used by the Agency.
(Space)

3 characters ID Type. Appendix 2a identifies ID types used by the Agency.
(Space)

17 characters Corresponding ID to ID Type.
(Space)

8 characters Filing period corresponding to payment.
(Space)

11 characters Media Number. Agency provided number.
(Space)

2 characters Voucher Type. Appendix 2a identifies voucher types used by the Agency.
(Space)

10 characters Amount of voucher.
(Space)

1 character Check Digit¹

As it appears on the coupon:

AAA III 9999999999999999 MMDDYYYY MMMMMMMMMMMM TT \$\$\$\$\$\$\$\$\$\$ C

¹ The Agency calculates the check digit using Modulus 10, sum of digits, with the weights 7, 5, 3, 2. Appendix 2b outlines the mathematical routine for verifying the accuracy of reading the scan line.

APPENDIX 2a

Account, ID, and Voucher Types

Account Type Code	Description
010	Banking Corporation Tax
040	Commercial Rent Tax
200	General Corporation Tax
215	Hotel Room Occupancy Tax - Regular
216	Hotel Room Occupancy Tax – Bed & Breakfasts
250	Retail Beer Wine Liquor Tax
290	Real Property Transfer Tax
300	Non-Resident City Employees – Section 1127
301	Summer Beer Wine Liquor License Tax
305	Commercial Motor Vehicle Tax - Medallion Taxicabs
307	Commercial Motor Vehicle Tax - Non-medallion Taxicabs
320	Unincorporated Business Tax - Individuals
330	Unincorporated Business Tax – Partnerships
350	Utility Tax – UXP
360	Utility Tax – UXR
370	Utility Tax - UXS
390	Wholesale Cigarette Tax
395	Cigarette Tax Enforcement
400	Corporate Tax
911	E-911 Surcharge
999	No Account

ID Code	ID Type
001	EIN
002	SSN
003	BTS Account ID

Voucher Type Code	Description
01	Audit Payment
02	Bill Payment
03	Collection Payment
04	Estimated Payment
05	Payment Plan Payment
06	Return Payment
07	Extension Payment

Appendix 2b

Check Digit Routine for Coupon Scan Line

Scan Line Characteristics	2	0	0	0	0	7	0	0	0	0	0	0	8	0	6	2	7	1	1	2	8	9	0	5	4	1	0	0	5	0	4	0	1	
Weights Applied	7	5	3	2	7	5	3	2	7	5	3	2	7	5	3	2	7	5	3	2	7	5	3	2	7	5	3	2	7	5	3	2	7	5
Scan Line Character multiplied by Weight	14	0	0	0	0	35	0	0	0	0	0	0	40	0	12	14	35	3	2	14	40	27	0	35	20	3	0	0	25	0	8	0	5	
Sum Digits of Result	1+4=5	0	0	0	0	3+5=8	0	0	0	0	0	0	4+0=4	0	1+2=3	1+4=5	3+5=8	3	2	1+4=5	4+0=4	2+7=9	0	3+5=8	2+0=2	3	0	0	2+5=7	0	8	0	5	
Sum	5	0	0	0	0	8	0	0	0	0	0	0	4	0	3	5	8	3	2	5	4	9	0	8	2	3	0	0	7	0	8	0	5	
Total Sum	5+8+4+3+5+8+3+2+5+4+9+8+2+3+7+8+5 = 89																																	
Divide the Sum by Modulus 10 to calculate the remainder. 89/10 = 8 with a remainder of 9																																		
Check Digit	9	→ If the remainder is zero, the check digit will equal zero.																																

APPENDIX 3 – Sample 1

NYC-400
Department of Finance

ESTIMATED TAX BY BUSINESS CORPORATIONS AND SUBCHAPTER S GENERAL CORPORATIONS

2019

For CALENDAR YEAR 2019 or FISCAL YEAR beginning _____ and ending _____

Print or Type:

Name (If combined filer, give name of reporting corporation) See Instructions		Name Change <input type="checkbox"/>	Taxpayer's Email Address	
In Care of		EMPLOYER IDENTIFICATION NUMBER		
Address (number and street)		Address Change <input type="checkbox"/>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	
City and State	Zip Code	Country (if not US)		
Business telephone number	Person to contact		BUSINESS CODE NUMBER AS PER FEDERAL RETURN	
		<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>		

<input type="checkbox"/> Business C Corporations only	<input type="checkbox"/> General-Subchapter S Corporations and Qualified Subchapter S Subsidiaries only
NYC-2 NYC-2S NYC-2A	NYC-3L NYC-3A NYC-4S NYC-4SEZ

COMPUTATION OF ESTIMATED TAX

A. Payment		Amount included with form - Make payable to: NYC Department of FinanceA.	Payment Amount
1. Declaration of estimated tax for current year	1.		
2. Estimated Payment Amount	2.		

MAILING INSTRUCTIONS:

MAIL FORM TO:
NYC DEPARTMENT OF FINANCE
P.O. BOX 3922
NEW YORK, NY 10008-3922

Make remittance payable to the order of:
NYC DEPARTMENT OF FINANCE
Payment must be made in U.S.dollars,
drawn on a U.S. bank.

To receive proper credit, you must
enter your correct Employer Identifi-
cation Number on your declaration
and remittance.

KEEP A COPY OF THIS FORM FOR YOUR RECORDS. SEE INSTRUCTIONS ON PAGE 2.

ELECTRONIC FILING

Register for electronic filing. It is an easy, secure and convenient way to file a declaration and an extension and pay taxes on-line.
For more information log on to **NYC.gov/eservices**

APPENDIX 3 – Sample 2



PARTNERSHIP DECLARATION OF ESTIMATED UNINCORPORATED BUSINESS TAX

2019

For CALENDAR YEAR 2019 or FISCAL YEAR beginning _____ and ending _____

▼ Print or Type ▼	Business name		Name Change <input type="checkbox"/>	Employer Identification Number											
	In Care of			<table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>											
	Business address (number and street)		Address Change <input type="checkbox"/>	Business Code Number as per Federal Return											
	City and State	Zip Code	Country (if not US)		<table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>										
Business Telephone Number		Taxpayer's Email Address													

A. Payment		Amount included with form - Make payable to: NYC Department of Finance ..A.	Payment Amount
1.	Estimate of 2019 tax.....	1.	
2.	Amount to be paid with this declaration (Payable to: NYC DEPARTMENT OF FINANCE).....	2.	

Signature of taxpayer: _____ Title: _____ Date: _____

To receive proper credit, you must enter your correct Employer Identification Number on your declaration and remittance.

DETACH ON DOTTED LINE & MAIL UPPER PORTION. RETAIN LOWER PORTION FOR YOUR RECORDS

ESTIMATED TAX WORKSHEET ▼ KEEP THIS PORTION FOR YOUR RECORDS ▼

1.	Net income from business expected in 2019 (see instructions).....	1.	
2.	Exemption (see instructions).....	2.	
3.	Line 1 less line 2 (estimated taxable business income).....	3.	
4.	Tax - enter 4% of line 3 (see instructions).....	4.	
5a.	Business Tax Credit (✓) (Check applicable box below and enter credit amount)		
	<input type="checkbox"/> Tax on line 4 is \$3,400 or less. Your credit is the entire amount of tax on line 4. <input type="checkbox"/> Tax on line 4 is \$5,400 or over. No credit is allowed. Enter "0". <input type="checkbox"/> Tax on line 4 is over \$3,400 but less than \$5,400, use formula for credit amount: Tax on line 4 x (\$5,400 minus tax on line 4) 5a.		
5b.	Other credits (see instructions).....	5b.	
5c.	Total credits (add lines 5a and 5b).....	5c.	
6.	Estimated 2019 Unincorporated Business Tax (line 4 less line 5c) Enter here, on line 7b, and on line 1 of declaration above	6.	
7a.	Partnership's 2018 Unincorporated Business Tax 7a.	7b.	Estimate of 2019 tax from line 6...7b.
COMPUTATION OF INSTALLMENT - (✓) Check proper box below and enter amount indicated. Fiscal year taxpayers see instructions.			
8.	If this declaration is due on: <input type="checkbox"/> April 15, 2019, enter 1/4 of line 7b <input type="checkbox"/> Sept. 16, 2019, enter 1/2 of line 7b <input type="checkbox"/> June 17, 2019, enter 1/3 of line 7b <input type="checkbox"/> Jan. 15, 2020, enter amount of line 7b	8.	
9.	Enter amount of overpayment on 2018 return which you elected to have applied as a credit against 2019 estimated tax	9.	
10.	Amount to be paid with this declaration (line 8 less line 9) (Payable to: NYC DEPARTMENT OF FINANCE)	10.	

Make remittance payable to the order of:
NYC DEPARTMENT OF FINANCE

Payment must be made in U.S. dollars,
drawn on a U.S. bank.

MAILING INSTRUCTIONS

MAIL YOUR DECLARATION FORM TO:
NYC DEPARTMENT OF FINANCE
UNINCORPORATED BUSINESS TAX
P. O. BOX 3923
NEW YORK, NY 10008-3923

NYC-5UB 2019

APPENDIX 3 – Sample 3



DECLARATION OF ESTIMATED UNINCORPORATED BUSINESS TAX (FOR INDIVIDUALS, ESTATES AND TRUSTS)

2019

For CALENDAR YEAR 2019 beginning _____ and ending _____

Print or Type	First name and initial	Last name	Name Change <input type="checkbox"/>	SOCIAL SECURITY NUMBER	
	Business name			BUSINESS CODE NUMBER AS PER FEDERAL RETURN	
	Business address (number and street)			ESTATES AND TRUSTS ONLY. ENTER EMPLOYER IDENTIFICATION NUMBER	
	City and State	Zip Code	Country (if not US)		
	Business Telephone Number			Taxpayer's Email Address	

A. Payment	Amount included with form - Make payable to: NYC Department of Finance.....A.	Payment Amount
1.	Estimate of 2019 tax.....1.	
2.	Amount to be paid with this declaration (Payable to: NYC DEPARTMENT OF FINANCE).....2.	

Signature of taxpayer _____ Title _____ Date _____

To receive proper credit, you must enter your correct Social Security Number or Employer Identification Number on your declaration and remittance.

DETACH ON DOTTED LINE & MAIL UPPER PORTION. RETAIN LOWER PORTION FOR YOUR RECORDS

ESTIMATED TAX WORKSHEET ▼ KEEP THIS PORTION FOR YOUR RECORDS ▼

1.	Net income from business expected in 2019 (see instructions).....	1.	
2.	Exemption (see instructions).....	2.	
3.	Line 1 less line 2 (estimated taxable business income).....	3.	
4.	Tax - enter 4% of line 3 (see instructions).....	4.	
5a.	Business Tax Credit (✓) (Check applicable box below and enter credit amount)		
	<input type="checkbox"/> Tax on line 4 is \$3,400 or less. Your credit is the entire amount of tax on line 4.		
	<input type="checkbox"/> Tax on line 4 is \$5,400 or over. No credit is allowed. Enter "0".		
	<input type="checkbox"/> Tax on line 4 is over \$3,400 but less than \$5,400. use formula for credit amount:		
	Tax on line 4 x (\$5,400 minus tax on line 4).....5a.		
	\$2,000		
5b.	Other credits (see instructions).....5b.		
5c.	Total credits (add lines 5a and 5b).....5c.		
6.	Estimated 2019 Unincorporated Business Tax (line 4 less line 5c) Enter here, on line 7b, and on line 1 of declaration above.....6.		
7a.	2018 Unincorporated Business Tax..7a.	7b.	Estimate of 2019 tax from line 6..7b.
COMPUTATION OF INSTALLMENT - (✓) Check proper box below and enter amount indicated. Fiscal year taxpayers see instructions.			
8.	If this declaration is due on:		
	<input type="checkbox"/> April 15, 2019, enter 1/4 of line 7b	<input type="checkbox"/> Sept. 16, 2019, enter 1/2 of line 7b	
	<input type="checkbox"/> June 17, 2019, enter 1/3 of line 7b	<input type="checkbox"/> Jan. 15, 2020, enter amount of line 7b	8.
9.	Enter amount of overpayment on 2018 return which you elected to have applied as a credit against 2019 estimated tax ...9.		
10.	Amount to be paid with this declaration (line 8 less line 9) (Payable to: NYC DEPARTMENT OF FINANCE)10.		

Make remittance payable to the order of:
NYC DEPARTMENT OF FINANCE
Payment must be made in U.S. dollars,
drawn on a U.S. bank.

MAILING INSTRUCTIONS
MAIL YOUR DECLARATION FORM TO:
NYC DEPARTMENT OF FINANCE
UNINCORPORATED BUSINESS TAX
P. O. BOX 3923
NEW YORK, NY 10008-3923

NYC-SUBTI 2019

APPENDIX 3 – Sample 5



APPLICATION FOR AUTOMATIC EXTENSION OF TIME TO FILE BUSINESS INCOME TAX RETURNS

2018

☐ **Final Return** - Check this box if you have ceased operations.

PRINT OR TYPE For CALENDAR YEAR 2018 or Fiscal Year beginning _____, 2018 and ending _____

Name (if combined corporate filer, give name of reporting corporation)		Name Change <input type="checkbox"/>
In Care of		
Unincorporated Business-Individuals Only <input type="checkbox"/>	First Name	Last Name
Business address (number and street)		Address Change <input type="checkbox"/>
City and State	Zip Code	Country (if not US)
Business Telephone Number	Email Address	

EMPLOYER IDENTIFICATION NUMBER

--	--	--	--	--	--	--	--	--	--

OR

SOCIAL SECURITY NUMBER

(FOR UNINCORPORATED BUSINESS-INDIVIDUALS ONLY)

--	--	--	--	--	--	--	--	--	--

BUSINESS CODE NUMBER AS PER FEDERAL RETURN

--	--	--	--	--	--	--	--	--	--

Tax Type

Corporation Tax			Unincorporated Business Tax (UBT)	
<input type="checkbox"/> Business C Corporations only	<input type="checkbox"/> General-Subchapter S Corporations and Qualified Subchapter S Subsidiaries only	<input type="checkbox"/> Banking Subchapter S Corporations only	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individuals Single-Member LLCs, Estates or Trusts
NYC-2 NYC-2A NYC-2S	NYC-3L NYC-3A NYC-4S NYC-4SEZ	NYC-1 NYC-1A	NYC-204 NYC-204EZ	NYC-202 NYC-202S NYC-202EIN

☐ Check the box if the organization is a corporation and is the common parent of a group that intends to file a combined return. If checked, attach a schedule, listing the name, address and Employer Identification Number (EIN) for each member covered by this application.

Payment Information

For payment amount, refer to the tax form for the tax that you will be filing after the extension period. Finance forms and instructions are available on line at NYC.gov/finance.

A. Payment		Payment Amount
Amount included with form. Make payable to: NYC Department of Finance.....A.		
1. Current Year Estimated Tax	1.	
2. If amount on line 1 exceeds \$1,000, enter 25% of line 1 (For S Corporations only -- for UBT and C Corporations leave blank)	2.	
3. Total of lines 1 and 2	3.	
4. Total payments and credits	4.	
5. Balance due. Subtract line 4 from line 3	5.	

CERTIFICATION OF TAXPAYER OR OF AN ELECTED OFFICER OF THE CORPORATION

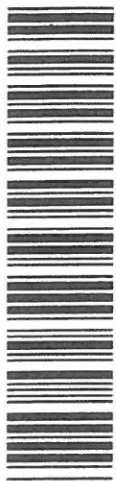
I hereby certify that this form, including any accompanying rider, is, to the best of my knowledge and belief, true, correct and complete.

Signature: _____

Title (if an officer): _____

Date: _____

APPENDIX 3 – Sample 6



NYC-300
Department of Finance

MANDATORY FIRST INSTALLMENT (MFI) BY BUSINESS C CORPORATIONS

2019

For CALENDAR YEAR 2019 or FISCAL YEAR beginning _____, 2019 and ending _____

Print or Type:

Name (If combined filer, give name of designated agent) See Instructions		Name Change <input type="checkbox"/>	Taxpayer's Email Address	
In Care of		EMPLOYER IDENTIFICATION NUMBER		
Address (number and street)		Address Change <input type="checkbox"/>	[] - []	
City and State	Zip Code	Country (if not US)	BUSINESS CODE NUMBER AS PER FEDERAL RETURN	
Business telephone number	Person to contact		[]	

Business C Corporations only. Filing form: NYC-2, NYC-2A, NYC-2S

COMPUTATION OF MANDATORY FIRST INSTALLMENT

A. Payment	Amount included with form - Make payable to: NYC Department of FinanceA.	Payment Amount
1. C Corporation tax from the second preceding year	1.	
2. First installment for upcoming year	2.	
3. Credits from prior year	3.	
4. Amount due (line 2 less line 3)	4.	

CERTIFICATION OF AN ELECTED OFFICER OF THE CORPORATION

I hereby certify that this form, including any accompanying rider, is, to the best of my knowledge and belief, true, correct and complete.

I authorize the Dept. of Finance to discuss this form with the preparer listed below. (See instructions)YES ☐

SIGN HERE	Signature of officer	Title	Date	Firm's email address
	Preparer's signature	Preparer's printed name	Check if self-employed <input checked="" type="checkbox"/> Date	Preparer's Social Security Number or PTIN [] - [] - []
PREPARER'S USE ONLY	▲ Firm's name (or yours, if self-employed)		▲ Address	▲ Zip Code
				Firm's Employer Identification Number [] - []

MAILING INSTRUCTIONS:

MAIL FORM TO:
NYC DEPARTMENT OF FINANCE
P.O. BOX 3929
NEW YORK, NY 10008-3929

Make remittance payable to the order of:
NYC DEPARTMENT OF FINANCE
Payment must be made in U.S.dollars,
drawn on a U.S. bank.

To receive proper credit, you must
enter your correct Employer Identification
Number on your declaration
and remittance.

KEEP A COPY OF THIS FORM FOR YOUR RECORDS. SEE INSTRUCTIONS ON PAGE 2.

ELECTRONIC FILING

Register for electronic filing. It is an easy, secure and convenient way to file a declaration and an extension and pay taxes on-line.
For more information log on to **NYC.gov/eservices**

APPENDIX 3 – Sample 7



CR-Q1
FIRST QUARTER
2018/19

NEW YORK CITY DEPARTMENT OF FINANCE

COMMERCIAL RENT TAX RETURN

Applicable for the tax period June 1, 2018 to August 31, 2018 ONLY

PLEASE PRINT OR TYPE:

Name:

Address (number and street):

City and State:

Zip:

Business Telephone Number:

Employer
Identification
Number.....

OR

Social
Security
Number.....

ACCOUNT TYPE..... COMMERCIAL RENT TAX

PERIOD BEGINNING..... 06-01-18

PERIOD ENDING..... 08-31-18

DUE DATE..... 09-20-18

Federal Business Code .

**PLEASE READ THE INSTRUCTIONS CAREFULLY SO THAT YOU PAY ONLY THE RIGHT AMOUNT OF TAX.
COMPLETE THIS RETURN BY BEGINNING WITH PAGE 2, BUT DO NOT MAIL PAGE 2 OR OTHER ATTACHMENTS**

COMPUTATION OF TAX

A. Payment - Pay amount shown on line 4 - Make check payable to: *NYC Department of Finance*

Payment Enclosed

LINE	RATE CLASS	NO. OF PREMISES FOR EACH RATE CLASS	TOTAL BASE RENT	TAX RATE	TAX DUE: TOTAL BASE RENT X TAX RATE
1.	\$0 to \$62,499 (from page 2, line 13)		.00	0%	1. 0 00
2.	\$62,500 and over (from page 2, line 14)		.00	6%	2.
3.	Tax Credit (from page 2, line 16) (see instructions)				3.
4.	Small Business Tax Credit (from page 2, line 17) (see instr.) .				4.
5.	Total credits (line 3 plus line 4)				5.
6.	Total Remittance Due (line 2 minus line 5). Enter payment amount on line A, above				6.

DO NOT ATTACH PAGE 2 OR PAGE 3 TO THIS PAGE. ATTACH REMITTANCE ONLY.

DID YOUR MAILING ADDRESS CHANGE?

If so, please visit us at nyc.gov/finance and select "Business" in the left column. Select "Update/Change Business Name or Address" from the Online Tools. Update as required.

Mail this return with your payment to:

NYC Dept. of Finance, P.O. Box 3931, New York, NY 10008-3931.

Make remittance payable to the order of "NYC DEPARTMENT OF FINANCE". Payment must be made in U.S. dollars, drawn on a U.S. bank.

To receive proper credit, you must enter your correct Employer Identification Number or Social Security Number on your tax return and remittance.

ELECTRONIC FILING

Register for electronic filing. It is an easy, secure and convenient way to file and pay taxes on-line.

For more information log on to nyc.gov/eservices

APPENDIX 3 – Sample 8



CR-Q2
SECOND QUARTER
2018/19

NEW YORK CITY DEPARTMENT OF FINANCE

COMMERCIAL RENT TAX RETURN

Applicable for the tax period September 1, 2018 to November 30, 2018 ONLY

PLEASE PRINT OR TYPE:

Name:

Address (number and street):

City and State:

Zip:

Business Telephone Number:

Employer
Identification
Number.....

OR

Social
Security
Number.....

ACCOUNT TYPE.....

COMMERCIAL RENT TAX

PERIOD BEGINNING.....

09-01-18

PERIOD ENDING.....

11-30-18

DUE DATE.....

12-20-18

Federal Business Code

**PLEASE READ THE INSTRUCTIONS CAREFULLY SO THAT YOU PAY ONLY THE RIGHT AMOUNT OF TAX.
COMPLETE THIS RETURN BY BEGINNING WITH PAGES 2 AND 3, BUT DO NOT MAIL PAGE 2 AND 3 OR OTHER ATTACHMENTS**

COMPUTATION OF TAX

A. Payment -

Pay amount shown on line 4 - Make check payable to: **NYC Department of Finance**

Payment Enclosed

LINE	RATE CLASS	NO. OF PREMISES FOR EACH RATE CLASS	TOTAL BASE RENT	TAX RATE	TAX DUE: TOTAL BASE RENT X TAX RATE
1.	\$0 to \$62,499 (from page 2, line 13)		.00	0%	1. 0 00
2.	\$62,500 and over (from page 2, line 14)		.00	6%	2.
3.	Tax Credit (from page 2, line 16) (see instructions)				3.
4.	Small Business Tax Credit (from page 2, line 17) (see instr.) .				4.
5.	Total credits (line 3 plus line 4)				5.
6.	Total Remittance Due (line 2 minus line 5). Enter payment amount on line A, above				6.

DO NOT ATTACH PAGE 2 OR PAGE 3 TO THIS PAGE. ATTACH REMITTANCE ONLY.

DID YOUR MAILING ADDRESS CHANGE?

If so, please visit us at nyc.gov/finance and select "Business" in the left column. Select "Update/Change Business Name or Address" from the Online Tools. Update as required.

Mail this return with your payment to:

NYC Dept. of Finance, P.O. Box 3931, New York, NY 10008-3931.

Make remittance payable to the order of "NYC DEPARTMENT OF FINANCE". Payment must be made in U.S. dollars, drawn on a U.S. bank.

To receive proper credit, you must enter your correct Employer Identification Number or Social Security Number on your tax return and remittance.

ELECTRONIC FILING

Register for electronic filing. It is an easy, secure and convenient way to file and pay taxes on-line.

For more information log on to nyc.gov/eservices

APPENDIX 3 – Sample 9



CR-Q3
THIRD QUARTER
2018/19

NEW YORK CITY DEPARTMENT OF FINANCE

COMMERCIAL RENT TAX RETURN

Applicable for the tax period December 1, 2018 to February 28, 2019 ONLY

PLEASE PRINT OR TYPE:

Name: _____

Address (number and street): _____

City and State: _____ Zip: _____

Business Telephone Number: _____

Employer Identification Number: _____

OR Social Security Number: _____

ACCOUNT TYPE..... COMMERCIAL RENT TAX

PERIOD BEGINNING 12-01-18

PERIOD ENDING 02-28-19

DUE DATE 03-20-19

Federal Business Code: _____

PLEASE READ THE INSTRUCTIONS CAREFULLY SO THAT YOU PAY ONLY THE RIGHT AMOUNT OF TAX. COMPLETE THIS RETURN BY BEGINNING WITH PAGES 2 AND 3, BUT DO NOT MAIL PAGE 2 AND 3 OR OTHER ATTACHMENTS

COMPUTATION OF TAX

A. Payment - Pay amount shown on line 4 - Make check payable to: NYC Department of Finance						Payment Enclosed	
LINE	RATE CLASS	NO. OF PREMISES FOR EACH RATE CLASS	TOTAL BASE RENT	TAX RATE	TAX DUE: TOTAL BASE RENT X TAX RATE		
1.	\$0 to \$62,499 (from page 2, line 13)		.00	0%	1.	0 00	
2.	\$62,500 and over (from page 2, line 14)		.00	6%	2.		
3.	Tax Credit (from page 2, line 16) (see instructions) 3.						
4.	Small Business Tax Credit (from page 2, line 17) (see instr.) . 4.						
5.	Total credits (line 3 plus line 4)				5.		
6.	Total Remittance Due (line 2 minus line 5). Enter payment amount on line A, above				6.		

DO NOT ATTACH PAGE 2 OR PAGE 3 TO THIS PAGE. ATTACH REMITTANCE ONLY.

DID YOUR MAILING ADDRESS CHANGE?

If so, please visit us at nyc.gov/finance and select "Business" in the left column. Select "Update/Change Business Name or Address" from the Online Tools. Update as required.

Mail this return with your payment to:

NYC Dept. of Finance, P.O. Box 3931, New York, NY 10008-3931.

Make remittance payable to the order of "NYC DEPARTMENT OF FINANCE". Payment must be made in U.S. dollars, drawn on a U.S. bank.

To receive proper credit, you must enter your correct Employer Identification Number or Social Security Number on your tax return and remittance.

ELECTRONIC FILING

Register for electronic filing. It is an easy, secure and convenient way to file and pay taxes on-line.

For more information log on to nyc.gov/eservices



NYC-200V

PAYMENT VOUCHER

59 Maiden Lane, 19th Floor
New York, NY 10038-4502
nyc.gov/finance

Business Name
Last Name, First Name
Street Address
City, State, Zip Code, Country (if not US)

EIN/SSN:
PERIOD BEGIN:
PERIOD END:

General Information

File form NYC-200V if you are filing a paper return and there is a balance due. Submit your check with this form. Do not send the check with the return. If you filed your New York City return or extension electronically but did not pay the amount due electronically with the return, you may file a paper NYC-200V with a check, or you may file a Form NYC-200V online and pay online at nyc.gov/eservices.

Your form NYC-200V and payment must be postmarked by the return due date to avoid late payment penalties and interest.

EIN/SSN

Individuals and Single-Member LLCs should file using a Social Security Number. Estates and Trusts and Partnerships should file using an Employer Identification Number.

Payment

The amount you pay should be the amount shown on your e-filed or paper New York City return or extension. Make your check or money order payable in US funds to New York City Department of Finance.

Where to Mail

Mail your payment to:

New York City Department of Finance
P.O. Box 3933
New York, NY 10008-3933

Paying electronically is fast, secure and easy. Go to nyc.gov/eservices for more information.

PLEASE DETACH ALONG THE DOTTED LINE

2017



NYC-200V

PAYMENT VOUCHER

Business Name
Last Name, First Name
Street Address
City, State, Zip Code, Country (if not US)

EIN/SSN:
PERIOD BEGIN:
PERIOD END:

TAX TYPE

FORM NAME

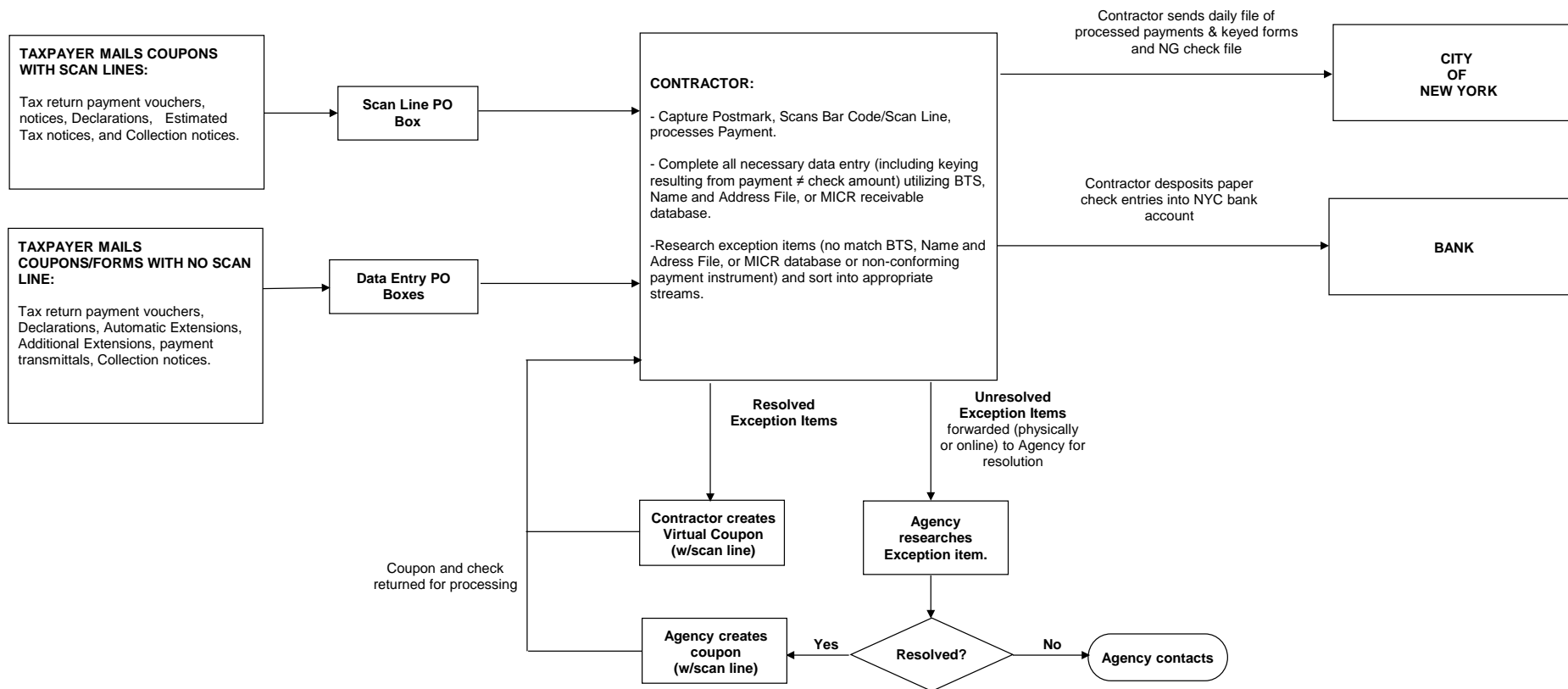
NYC DEPARTMENT OF FINANCE
P.O. BOX 3933
NEW YORK, NY 10008-3933

Payment Amount Enclosed

--

Make Remittance Payable to: NYC Department of Finance

Appendix 5 Lockbox Processing Workflow



APPENDIX 6 - PRICING SHEET

BUSINESS AND EXCISE TAX LOCKBOX PROCESSESING SERVICES - EPIN: 83620P0001

DATE

PROPOSER NAME

I. LOCKBOX SERVICES - Business and Excise Tax	Unit of Volume	Anticipated Monthly Average Volume					Unit Prices					Extended Annual Costs = (Anticipated Monthly Volume x Unit Price x 12)				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Lockbox Maintenance	per month	1	1	1	1	1						\$ -	\$ -	\$ -	\$ -	\$ -
Whole-tail Lockbox Maintenance	per month	4	4	4	4	4						\$ -	\$ -	\$ -	\$ -	\$ -
Courier Services - P.O. Boxes	per pickup	42	42	42	42	42						\$ -	\$ -	\$ -	\$ -	\$ -
Courier Services - Agency Office	per delivery	21	21	21	21	21						\$ -	\$ -	\$ -	\$ -	\$ -
Vouchers Scanned	per voucher	24,000	23,400	22,815	22,245	21,689						\$ -	\$ -	\$ -	\$ -	\$ -
Checks Scanned	per check	23,510	22,922	22,349	21,790	21,246						\$ -	\$ -	\$ -	\$ -	\$ -
Non-Scannable Voucher Processed	per voucher	25	25	25	25	25						\$ -	\$ -	\$ -	\$ -	\$ -
Tax Forms Processed	per form	9,920	9,672	9,430	9,194	8,965						\$ -	\$ -	\$ -	\$ -	\$ -
Multiple checks per Voucher	per voucher	110	110	110	110	110						\$ -	\$ -	\$ -	\$ -	\$ -
Vouchers Created	per voucher	15	15	15	15	15						\$ -	\$ -	\$ -	\$ -	\$ -
Express Mail Processed	per remittance	9,200	8,970	8,746	8,527	8,314						\$ -	\$ -	\$ -	\$ -	\$ -
Online Decision Monthly Maintenance	per month	1	1	1	1	1						\$ -	\$ -	\$ -	\$ -	\$ -
Online Decision Item Posting	per item	55	54	52	51	50						\$ -	\$ -	\$ -	\$ -	\$ -
Online Decision Item Reject	per item	30	29	29	28	27						\$ -	\$ -	\$ -	\$ -	\$ -
Return Check Reporting	per check	80	78	76	74	72						\$ -	\$ -	\$ -	\$ -	\$ -
X9.37/Image Check Conversion	per check	23,510	22,922	22,349	21,790	21,246						\$ -	\$ -	\$ -	\$ -	\$ -
X9.37/Image File Transmission to Depository Bank	per file	21	21	21	21	21						\$ -	\$ -	\$ -	\$ -	\$ -
Imaging	per item	92,560	90,246	87,990	85,790	83,645						\$ -	\$ -	\$ -	\$ -	\$ -
Imaging Non - Scannable	per item	4,640	4,524	4,411	4,301	4,193						\$ -	\$ -	\$ -	\$ -	\$ -
Image Archive	per item	97,200	94,770	92,401	90,091	87,838						\$ -	\$ -	\$ -	\$ -	\$ -
Correspondence Processed	per item	910	887	865	843	822						\$ -	\$ -	\$ -	\$ -	\$ -
Reports Monthly Maintenance	per month	1	1	1	1	1						\$ -	\$ -	\$ -	\$ -	\$ -
File Transmission Monthly Maintenance	per month	1	1	1	1	1						\$ -	\$ -	\$ -	\$ -	\$ -
Outgoing File to Agency	per file	189	189	189	189	189						\$ -	\$ -	\$ -	\$ -	\$ -
Incoming File from Bank	per file	42	42	42	42	42						\$ -	\$ -	\$ -	\$ -	\$ -
Implementation Duties	one-time	1										\$ -	\$ -	\$ -	\$ -	\$ -
Programming of Agency Reports	one-time	1										\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL COSTS												\$ -	\$ -	\$ -	\$ -	\$ -
												TOTAL - 5 YEARS				\$ -

Appendix 13

NOTE: The Optional Services below will not be considered for purposes of this award, however, the proposer will be bound to perform such optional work at the fees proposed below. The City is under no obligation to use the services of the proposer to perform this optional work.

II. OPTIONAL SERVICES	Unit of Volume	Anticipated Monthly Volume					Unit Prices					Extended Annual Costs = (Anticipated Monthly Volume x Unit Price x 12)				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
Remote Deposit Monthly Maintenance	per month	1	1	1	1	1						\$ -	\$ -	\$ -	\$ -	\$ -
Remote Check Deposit	per check	250	250	250	250	250										
Remote Document Scan	per document	300	300	300	300	300						\$ -	\$ -	\$ -	\$ -	\$ -
Remote Deposit Receivable Matching	per check	250	250	250	250	250										
TOTAL ANNUAL COSTS												\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - 5 YEARS																\$ -

Budget Summary - for Agency use only

Total Bid - Item I

Total Optional Services - Item II

Grand Total, assuming optional work

BY
signature and title of person submitting the proposal

ATTESTED BY
signature of corporate secretary

Affix Corporate Seal