

**BID TERMS
AND
GENERAL CONDITIONS
FOR OPEN MARKET ORDER PROCUREMENTS
AND
OPEN MARKET ORDER PROCUREMENTS
FROM A LIST OF PRE-QUALIFIED CONTRACTORS**

The City of New York (the “City”) through its Department of Housing Preservation and Development (“HPD”) Emergency Operations Division (“EOD”), solicits bids from qualified contractors under HPD’s Open Market Order (“OMO”) procurement process in accordance with the City’s Procurement Policy Board Rules (“PPB Rules”) governing (a) Micropurchases and Small Purchases (“Individual OMO Procurements”) and/or (b) the use of a list of pre-qualified contractors (“PQL OMO Procurements”) to perform work and/or services .

All bid submissions and all vendors contracted by HPD to provide services under an OMO are subject to and shall comply with the following Bid Terms for an OMO Procurement (“Bid Terms”) and the General Conditions for OMOs (“General Conditions”). The Bid Terms and the General Conditions can only be amended, changed or canceled by the City or HPD.

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I. BID TERMS

1. BIDDER QUALIFICATIONS:

A. Subject to HPD's right to reject all bids, an OMO shall be awarded to the lowest responsible and responsive bidder qualified to perform the Work. The determination on whether a bidder is qualified will be made by the Assistant Commissioner of EOD his/her authorized designee.

B. HPD reserves the right to reject a bidder, who in the sole opinion of HPD does not have the ability to perform the required Work in a timely manner due to work overload and/or other considerations.

C. Bids will only be considered if the submitting bidder is properly enrolled in all City procurement databases, including, without limitation, the Procurement and Sourcing Solutions Portal (PASSPort), Payee Information Portal, (PIP), SAM.gov, and any successor or new systems as may be added from time to time. Failure to be properly enrolled as required may result in the bid being rejected as non-responsive.

2. EXAMINATION OF SITE AND CONSIDERATION OF OTHER SOURCES OF INFORMATION:

Prior to submitting a bid, prospective bidders should carefully examine the site(s) of the proposed work and the adjacent areas as outlined in the OMO. If, during a survey in preparation of a bid, a prospective bidder notices a condition that contradicts information provided in the bid solicitation, the Bureau of Maintenance Procurement must be notified immediately. Prospective bidders will not be compensated for any pre-award site visits and/or related activities. Prospective bidders are expected to seek other usual sources of information, as needed, regarding site conditions, as they shall be conclusively presumed to have full knowledge of any and all conditions on or about the site which relates to or in any way affects the quantity or the quality of the supplies, materials, and equipment to be furnished and the nature and extent of the labor required to perform the work as described in the OMO. Prospective bidders are further presumed to have full knowledge of any and all site conditions that a reasonable, prudent bidder should have. If a bidder fails to examine the site(s) of the proposed work, his/her bid may be rejected. Should the bid be awarded to a bidder who later claims ignorance of site conditions due to his/ her failure to examine the site, the bidder may be required to perform the work for the original bid amount.

3. BID SUBMISSION:

A. Bids must be submitted on or before the deadline stated in the solicitation; any bids submitted after that deadline will be deemed late and will not be accepted unless otherwise extended in the best interest of the City as determined by the ACCO. Once submitted, no bid may be withdrawn by a bidder for five (5) days after the date of its submission.

B. HPD reserves the right, in its sole discretion, to reject any or all bids or any single bid or a portion thereof, or to waive any informality in any bid.

4. BID PRICE: Once submitted, the prices set forth in a bid cannot be revoked or revised.

A. Firm Fixed Price: If bids for this OMO are being solicited on a firm fixed price basis, the bid price accepted by HPD shall represent the maximum sum payable for all Work under the OMO. No additional amounts will be paid to Contractor for overhead, profit, administrative services, travel time or any other fees or costs incurred by Contractor. Contractor shall list on its invoices(s), all materials and quantities utilized in the work performed pursuant to the OMO.

B. Time and Materials: If bids for this OMO are being solicited on a time and materials basis, Contractor will be required to indicate on the bid invitation the hourly wage rate(s) that HPD will be billed for the particular job, which may include the wage rate paid by Contractor, plus a percentage not to exceed ten percent (10%) for general and administrative expenses and for profit in accordance with all applicable rules and regulations. Failure to provide this information will automatically deem the bid non-responsive. All payments will be based exclusively on the actual cost of materials and the actual labor hours worked by Contractor, charged at fixed hourly rates quoted in Contractor's bid.

5. MATERIALS: Unless HPD specifically directs otherwise, the description of any materials by brand name, catalog number or "approved equal", which may be attached to an OMO, shall be deemed to indicate the character and quality of the article required. Contractor may, subject to HPD's approval, offer a proposed equal to be used in the performance of the work. If no specifications are attached, Contractor must use new materials of a standard Commercial Grade in the performance of the work which materials shall be subject to HPD's approval.

6. BIDDER CERTIFICATIONS:

A. By submitting a bid, each bidder and each person signing on behalf of any bidder has certified, and in the case of a joint bid, each party thereto has certified on behalf of his/her own organization under penalty of perjury, that to the best of his/her knowledge:

I. that he/she is not in arrears to the City, State or Federal Government upon debt, contract, or taxes, nor in default, as to surety or otherwise, upon any obligation to the City or State of New York or the United States of America or any agency thereof, nor is there any proceeding pending relating to the responsibility or qualifications of the bidder, to receive public contracts.

II. The prices in the bid were arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating such prices with any other bidder or any competitor.

III. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IV. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. In the event of breach or violation of any of the foregoing, a bidder may be subject to an assessment of damages, liquidated or otherwise, cancellation of the work order, and/or debarment or suspension pursuant to the PPB Rules.

7. **ACCEPTANCE OF BID:** The acceptance of a bid shall be evidenced by a written confirmation letter to the successful bidder (the "Contractor") signed by the Assistant Commissioner for EOD or his/her authorized designee.

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II. GENERAL CONDITIONS

1. **COMMENCEMENT AND COMPLETION OF WORK:** Time being of the essence in the performance of any OMO, Contractor must:

A. Commence Work on the start date established by HPD either at the time of the solicitation or following notification of the acceptance of Contractor's bid offer, unless modified in writing by HPD.

B. Execute the Work diligently, using such means and methods as to assure the most expeditious completion thereof in accordance with the best modern acceptable industry standards and with materials and workmanship of the highest quality to the satisfaction of HPD and in compliance with any and all applicable City, State and Federal codes, rules and regulations.

C. As a condition precedent to HPD's payment for the Work, **CONTRACTOR MUST NOTIFY HPD WITHIN TWENTY-FOUR (24) HOURS OF COMMENCEMENT OF THE WORK AND TWO (2) WORKING DAYS PRIOR TO THE ANTICIPATED COMPLETION OF THE WORK. IF WORK IS TO BE COMPLETED IN LESS THAN TWO (2) DAYS THEN CONTRACTOR MUST NOTIFY HPD IMMEDIATELY UPON COMPLETION.** Failure to supply the necessary notices may result in assessment of liquidated damages for work performed on such days on which notice was not provided.

2. **PAYMENT:**

A. Contractor is required to submit invoices for Work performed not later than thirty (30) days following completion of a job. All invoices are subject to HPD review and approval; no payment will be made on any invoice which is not approved by HPD.

B. No payments shall be made to Contractor until HPD has satisfactorily completed an inspection or has otherwise signed off on the Work required to be performed and Contractor has, when requested, provided additional relevant data to HPD, including, without limitation, original Certified Payroll Reports and Employees' Daily Sign-in Sheets as specified in Section 24 herein as applicable. HPD reserves the right to reduce and/or reject Contractor's request for payment if HPD determines that Contractor has billed HPD for Work that has not been completed in accordance with the Scope of Work and/or the description of the Work in the OMO and/or invoiced HPD for Work performed by a subcontractor without HPD's required prior approval. Contractor shall also deliver to HPD with the invoice all requisite permits and certificates as well as all releases by Contractor or other persons from claims and demands of any nature whatsoever arising out of any OMO as may be required, and in the form required by HPD. No invoices will be accepted for partial payments nor will partial payments be made unless agreed to in writing by HPD. Contractor's acceptance of HPD's final payment for the performance of the Work shall constitute a full and complete release of the City and HPD from any and all claims under an OMO brought by Contractor.

C. Prompt Payment: The Prompt Payment provisions set forth the PPB Rules in effect at the time of the execution of the OMO shall be applicable to payments made thereunder. These provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in the PPB Rules. Contractor

must submit a proper invoice to receive payment, except where the OMO provides that Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due will be made in accordance with the provision of the PPB Rules and General Municipal Law §3-a.

3. Contractor Payments by Property Owners

A. Following HPD's acceptance of an Offer made by the Contractor and HPD's subsequent issuance of a Confirmation of Award (or similar), the Contractor is required to timely commence and complete the work pursuant Clause 1 of the General Conditions (above). Unless the Contractor acquires appropriate prior approval from HPD, the Contractor is prohibited from initiating contact with the property owner, for payment purposes, at any point. During the time of performance, and until such time as the subject project has been deemed completed and all requisite sign-offs from HPD have been acquired, the Contractor is further prohibited from negotiating with the Property Owner for purposes of payment for the work. If the Contractor is contacted by the Property Owner during the course of performance, the Contractor is obligated to immediately notify the appropriate HPD personnel of such contact. This Section in no way changes the Contractor's "Independent" Status as outlined in Clause 7, herein.

B. In the event that the Contractor is deemed to be in breach of the above requirements, HPD will avail itself of all available remedies under the law, including but not limited to termination of the subject contract/OMO, suspension from the Prequalified List maintained by HPD, and making appropriate agency reporting within the New York City City's Procurement and Sourcing Solutions Portal ("PASSPort"). The length of suspension shall be at the sole discretion of the commissioner or agency head whose agency is a party in interest to the transaction.

4. ACCESS TO APARTMENTS AND COMMON AREAS:

A. Occupied Apartments: If Work under an OMO requires access to occupied apartments, Contractor shall be responsible for arranging to gain such access by contacting the tenants by making at least two (2) in person attempts at the apartment and at least one of the following methods: by phone, email, or printed notice delivered directly to the subject apartment. The two in-person attempts shall be no longer than seventh-two (72) hours apart.

B. Vacant Apartments and Common Areas: If the Work requires access to vacant apartments and/or common areas of a building, Contractor shall be responsible for arranging access with the building's owner, property manager, superintendent, or any other person, firm or corporation, directly or indirectly in control of the building (the "Owner") prior to the commencement.

C. Problems Gaining Access: In the event Contractor is unable to gain required access as per paragraph A above, Contractor must notify the HPD inspection unit designated in the OMO and request assistance scheduling access. If HPD facilitates access, Contractor must commence and complete work.

D. Service Charge:

I. If Contractor, through no fault of its own, is unable to gain access to the apartment or building after making the required attempts to gain access Contractor may submit one (1) invoice for a service charge to be calculated as follows unless otherwise specified in an OMO or Contract:

- a. \$300 where the estimated value of the Work or bid price as applicable, exceeds \$2,000; or
- b. \$150 for licensed trades such as electrical, plumbing & heating; or
- c. \$100 for non-licensed trades.

II. The service charge may also include reimbursement for Contractor's actual cost for non-cancelable material and equipment that is not capable of use except in the performance of this OMO, provided that, the materials are turned over to HPD together with the original receipts.

III. In claiming a service charge, Contractor must submit a sworn affidavit in a form satisfactory to HPD, as to the circumstances justifying a service charge. The affidavit must include the dates and time that Contractor made the two (2) in-person attempts to contact the tenant and the type, date, and time of the additional outreach method used.

5. GUARANTEE: Contractor hereby guarantees that all materials and workmanship furnished under any OMO are in strict accordance with all applicable laws, codes, rules, and regulations and the Scope of Work, and/or the description of the Work as per the OMO, and will so remain for a period of one year (unless otherwise specified by HPD) from the date of completion and acceptance by HPD of all the Work or until all requisite permits and certificates have been received by HPD, whichever is later. During such period Contractor shall replace any defective material or workmanship without cost to HPD or the City. Contractor shall take precautions to protect life and property from injury and damage during the performance of Work. Contractor shall repair, at no cost to the City or HPD, and in a manner satisfactory to HPD, any damage or injury caused by Contractor, his/her employees or agents to existing property or the work of other contractors. Contractor shall remove from the premises all rubbish and debris, which accumulates as a result of Contractor's Work. Such guarantees for material and workmanship do not apply to ordinary wear and tear or to damage resulting from the negligence of third parties.

6. INDEMNIFICATION: Contractor shall indemnify and hold HPD and the City harmless against the risk of loss, damage and or liability caused by personal injuries, wrongful death and/or property damages arising out of or in connection with the performance of the Work, whether sustained before or after completion thereof. Such risk shall include all liability of HPD whether or not an active primary duty is imposed upon it by law. Contractor agrees, in connection with the above, to defend all lawsuits, negotiate all claims, and pay all judgments, costs, expenses and fees resulting therefrom, including legal fees. Contractor shall also indemnify and hold HPD and the City harmless from liability on account of any infringement or alleged infringement of any

patented or copyrighted invention, article or device manufactured or used in the performance of the Contract.

7. INDEPENDENT CONTRACTOR STATUS: HPD and Contractor agree that Contractor is an independent contractor, and not an employee of HPD or the City of New York.

8. EMPLOYEES OF CONTRACTOR: All experts or consultants or employees of Contractor who are employed by Contractor to perform Work under an OMO are neither employees of the City nor under contract to the City and Contractor alone is responsible for their Work, direction, compensation and personal conduct while engaged under this Small Purchase Agreement.

9. LIQUIDATED DAMAGES:

A. Failure to Complete the Work: In the event Contractor fails to complete the Work within the start and completion dates established by HPD, or within the time to which such completion may have been extended, Contractor shall pay liquidated damages to HPD in the amount of one hundred dollars (\$100.00) for each and every calendar day that the time necessary to complete the Work exceeds the time allowed thereof. Said amount, in view of the difficulty of accurately ascertaining the loss which the City would suffer by reason of delay in the completion of the Work, and not as a penalty, is hereby fixed and agreed upon as the liquidated damages that the City would suffer by reason of such delays. Contractor hereby agrees that HPD may assert such right to liquidated damages by deducting it from the amount due to Contractor hereunder. HPD's right to receive liquidated damages pursuant to this Section are not intended to be nor shall they be treated as either a partial or full waiver of discharge of Contractor's obligation to indemnify the City and HPD pursuant to Section 9, or to any other remedy provided for in this OMO or by law.

B. Upon Reinspection: If Contractor's failure to complete the Work in a manner satisfactory to HPD results in HPD being compelled to make additional inspections, Contractor shall pay liquidated damages to HPD in the amount of one hundred dollars (\$100.00) for each additional inspection after one instance of rejected Work. Said amount, in view of the difficulty of accurately ascertaining the loss, which the City would suffer by reason of HPD having to make additional inspections and not as a penalty, is hereby fixed and agreed upon as the liquidated damages that the City would suffer thereby. Contractor hereby agrees that HPD may assert such right to liquidated damages by deducting it from the amount due Contractor hereunder. HPD's right to liquidated damages for each instance of re-inspection shall in no way reduce the damages to which it may be entitled because of Contractor's failure to perform the OMO in accordance with the terms thereof.

10. DEFAULT AND TERMINATION:

A. Default: HPD shall have the right to declare a Contractor in default and, after two (2) business days prior written notice, terminate Contractor's right to proceed with the Work if Contractor: fails to begin the Work at the earliest practicable date in accordance with Section 1 (as determined by HPD); abandons the Work unnecessarily or causes or permits unreasonably delays in the completion of the Work; fails to properly perform the

Work by the scheduled completion date; or violates any of the provisions of any term or specification of an OMO.

I. If a Contractor is found to be in default, HPD may have the Work completed by such means and in such manner, as it deems advisable, utilizing Contractor's materials and equipment remaining at the site. HPD's cost to complete the Work shall be deducted from the amount which would have been payable to Contractor if it had completed the Work.

II. Upon completion of the Work, any balance of monies shall be paid to Contractor without interest. However, if the cost of completing the Work exceeds the amount payable under the Contract, all such excess costs shall be paid by Contractor to HPD upon demand or will be deducted from amounts due to Contractor for work completed on other HPD contracts.

III. Contractor shall not be found in default if the delay in performance or completion of the Work is due to an unexpected and/or uncontrollable event, Contractor informs EOD of such causes, in writing, immediately at the time of the delay(s), and an extension of time to complete the Work is approved by EOD.

B. Termination: HPD shall have the right, in its sole discretion, to terminate the OMO in whole or in part, for any reason or no reason, upon the giving of five (5) days written notice to Contractor.

11. EXCLUSION FROM THE SITE: Notwithstanding anything to the contrary contained herein, in the event the City declares an emergency and/or if conditions arise that might, in the judgment of HPD, pose an unacceptable risk to the health or safety of anyone on the site, HPD may, at its option, immediately exclude Contractor from the Work Site without prior written notice and prior to giving Contractor an opportunity to be heard.

12. DISPUTE RESOLUTION: All OMOs are subject to the dispute resolution provisions of the PPB Rules.

13. INSURANCE:

A. Individual OMO Procurements: Without in any way limiting the provisions of Section 5 above regarding Indemnification, Contractor shall either secure or provide proof that it maintains the following insurances which shall be maintained with companies that may lawfully issue such policies in the United States and have an A.M. Best rating of "A-/VII" or a Standard and Poor's rating of at least "A":

I. Workers' Compensation Insurance, Employer's Liability Insurance, and Disability Benefits Insurance as required by the laws of the laws of New York State. As proof of such insurance, Contractor shall provide:

a. for Workers' Compensation Insurance one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); the equivalent or successor forms

used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to HPD.

b. for Disability Benefits Insurance Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to HPD.

NOTE: ACORD forms are not acceptable.

II. Commercial General Liability Insurance with combined single limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, covering claims for property damage and/or bodily injury, including death, is required. As proof of such insurance, Contractor shall provide (a) a Certificate of Insurance certifying the issuance and effectiveness of the policy and naming the City, including its officials and employees, as additional insureds; and (b) a duly executed Certification by Insurance Broker or Agent attached hereto as Attachment 2..

III. Commercial Automobile Liability Insurance with a combined single limit of not less than \$500,000 per accident for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles with coverage at least as broad as the latest edition of ISO Form CA0001. As proof of such insurance, Contractor shall provide (a) a Certificate of Insurance certifying the issuance and effectiveness of the policy; and (b) a duly executed Certification by Insurance Broker or Agent attached hereto as Attachment 2.

NOTE: If vehicles are used for transporting hazardous materials, the policy shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

IV. All Certificates of Insurance must bear the full address of HPD as follows:

**City of New York
c/o NYC Department of Housing Preservation and Development
Contractor Compliance Unit
100 Gold Street, 6th Floor
New York, New York 10038**

V. Contractor affirms that the insurance provided to HPD does not explicitly or tacitly exclude coverage for Contractor's performance of such work.

VI. Failure by Contractor to comply with any provision of this Section shall render OMO voidable by the City at its sole option.

B. For PQL OMO Procurements: At all times while performing Work under an OMO from a PQL, a Contractor shall maintain the types of insurance required as a condition of maintaining its position on HPD's PQL at the minimum limits and with any required special conditions. Failure to comply with this Section shall render the OMO voidable by the City

at its sole option and may result in Contractor's removal from the PQL.

14. ASSIGNMENTS: Contractor shall not assign, transfer or otherwise dispose of any OMO, or its right, title or interest therein, without the prior written consent of HPD.

15. SUBCONTRACTING: On certain Work, as identified in advance by HPD, Contractor may, with prior approval of the Assistant Commissioner of EOD or his/her authorized designee, subcontract such part of the Work to be performed under an awarded OMO.

A. All subcontracts must be in writing and shall include provisions that require compliance by each subcontractor with the applicable provisions of an OMO and the terms and conditions of the Agreement herein. All subcontracts must be submitted to HPD for approval and no subcontract shall be deemed valid until approved by HPD in writing.

B. HPD's approval of a subcontractor shall not relieve Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of HPD, Contractor shall provide HPD a copy of any subcontract.

C. Contractor shall be responsible for ensuring that any subcontractor submitted to HPD for approval has the requisite skill, and possesses any license/certification/etc. required, to perform the work required under the subcontract. Contractor shall ensure that the insurance held by any approved subcontractor meets the requirements of Section 12 paragraphs (A) through (C) above.

16. CHANGES AND EXTRA WORK:

A. HPD, without invalidating an OMO, may at any time after the acceptance of Contractor's bid, either change the Scope of Work or order extra work in an amount such that the total cost of OMO does not exceed the following:

I. if the OMO is a small purchase, the applicable limit set forth in the PPB Rules at the time of the bid or other applicable rules and regulations; or

II. if the OMO is a micro-purchase, the applicable limit set forth in the PPB Rules or other applicable rules and regulations at the time of the bid.

B. No such changes to the Work will be valid and enforceable against HPD unless ordered in writing by HPD and signed by an Assistant Commissioner of EOD or his/her authorized designee. Contractor shall immediately, upon receipt of HPD's written order, proceed to comply with such written order with respect to any changes in the Work.

C. If subsequent to bidding, HPD determines that the scope of the Work is greater than it had originally anticipated when it bid out the Work, HPD may opt to terminate Contractor's right to proceed with the Work and re-bid the OMO.

17. LIMITATIONS OF ACTION: No action shall lie or be maintained by Contractor, its assignees, successors in interest, or anyone claiming under it, against HPD or the City upon any claim based upon an OMO or arising out of anything done in connection herewith unless such action shall be commenced within six (6) months after (a) the termination of the OMO, or (b) the date the claim arises, whichever is earlier.

18. MODIFICATION: No modification of, or change in, an OMO including the Bid Terms and the General Conditions shall be valid or enforceable against HPD or the City unless it is in a writing signed and acknowledged by the Assistant Commissioner for EOD or authorized designee and Contractor.

19. ENTIRE AGREEMENT: The Agreement shall include the Bid Terms, General Conditions, and all terms contained in an OMO when it is issued by HPD, including all appendices and attachments. No other agreement, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms set forth herein.

20. COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, Municipal, and Department Laws, Ordinances, Rules and Regulations, Notices, Orders and Requirements, Permits and Licenses, which affect their work, including, without limitation:

A. all applicable provisions and requirements of Mayoral Executive Order No. 50 which pertains to equal employment opportunity; and

B. Local Law 34 of 2007, which requires Contractor to complete a Doing Business Data Form ("DBD Form") attached hereto as Attachment 1.

I. Individual OMO Procurements: For each procurement solicited under an Individual OMO, Contractor shall complete and submit a DBD Form to HPD within 10 days of execution of an OMO unless notified by HPD that the Contractor is included in the most recent list issued by the Mayor's Office of Contract Services of Intergovernmental Vendors with Doing Business Data Forms on file is not currently included in the City Doing Business Database; and/or

II. For PQL OMO Procurements: Upon applying for inclusion on a PQL and annually thereafter as required as a condition of maintaining its position on HPD's PQL.

21. FEDERAL CONDITIONS: If the Work under any OMO is funded in whole or in part under a program providing direct financial assistance of the Federal Government to the City, such OMO shall be subject to, and Contractor will comply with, the requirements of all applicable Federal laws and regulations, including, but not limited to, those set forth in the Federal Riders attached hereto and made a part hereof as Appendix A. Contractor shall cause Appendix A to be annexed to and made a part of any Subcontract. In the event of any conflict or inconsistency between the provisions contained in the Bid Terms, the General Conditions, or any OMO issued by HPD and the applicable Federal laws and regulations, the applicable Federal laws and regulations shall control.

22. NON-DISCRIMINATION IN EMPLOYMENT: In the hiring of employees for the performance of this Contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, gender, national origin, age, disability, predisposing genetic characteristics, prior record of arrest and conviction, military status, marital status, partnership status, sexual orientation, or status as a victim or witness of domestic violence, sex offenses, or stalking, discriminate against any person

who is qualified and available to perform the work to which the employment relates; or discriminate against or intimidate any employee hired for the performance of the work under this Contract on account of race, creed, color, gender, national origin, age, disability, predisposing genetic characteristics, prior record of arrest and conviction, military status, marital status, partnership status, sexual orientation, or status as a victim or witness of domestic violence, sex offenses, or stalking. An OMO may be cancelled or terminated by HPD and all monies due or to become due there under may be forfeited for any subsequent violation of the terms or conditions of this Section.

23. PREVAILING WAGE REQUIREMENTS:

A. Contractor and each subcontractor agree to abide by all applicable provisions of the New York State Labor Law ("Labor Law") §220 and/or §230 in the performance of the Work and to pay employees not less than the prevailing rates of wages determined or adopted under the applicable sections of Labor Law §220 and/or §230. Only applicable work in excess of Fifteen Hundred Dollars (\$1,500.00) shall be subject to Labor Law §220 and/or §230 unless such requirements are amended in which case, Contractor shall comply with the new requirements.

B. If an OMO is subject to prevailing wage requirements of Labor Law §220 and/or §230, Contractor must submit applicable weekly original Certified Payroll Reports, including original Employees' Daily Sign-In Sheets, that have been executed in accordance with the requirements as set forth by HPD.

C. Any construction work performed in residential buildings with at least eight (8) units and involving a cost exceeding Two Thousand Dollars (\$2,000.00) will be subject to the Federal Davis Bacon Act unless such requirements are amended, in which case Contractor shall comply with the new requirements.

D. Any work performed which is not subject to prevailing wage under Labor Law §220 and/or §230 or to the federal Davis-Bacon Act shall be subject to such general labor law provisions as may apply (e.g.: minimum wage).

24. INSPECTIONS: The City and HPD shall have the right at all times to inspect the operations and records of Contractor relating to the work covered by an OMO. During the progress of the work and up to the date of HPD's final acceptance of the work, Contractor shall at all times afford representatives of the City and HPD every reasonable, safe and proper facility for inspecting the work.

25. AUDIT OF RECORDS: All invoices presented by Contractor for any payment hereunder and the books, records and accounts upon which said vouchers and invoices are based are subject to audit by HPD, the City Comptroller, and the Federal Government. Contractor shall maintain separate and adequate records of the services performed by Contractor, its employees and agents and the materials purchased under this Contract including, but not limited to, time cards, payroll records, records reflecting the nature of the work performed, and receipts for materials purchased. All of the said records shall be available for inspection by HPD, the City Comptroller, and the Federal Government for a period of six (6) years subsequent to the completion of the Agreement.

26. SALES AND EXCISE TAXES:

A. The City is exempt from the payment of sales and excise taxes. Prices bid under an OMO must therefore be net exclusive of taxes.

B. If a certificate of exemption from taxes levied on merchandise is needed, the bidder should indicate this in its quotation and the certificate of exemption will be forwarded with any order, which may result from its bid. The New York State Department of Taxation and Finance has ruled that, with respect to purchases made by governmental agencies, the purchase order, that is the OMO, may be accepted in lieu of a Sales Tax Exemption Certificate.

27. NOTICE:

A. Notice to the parties under any OMO shall be sent by certified mail, return receipt requested, fax, or email. Notices to Contractor shall be sent to the individual who signed either the Invitation to Bid Quotation Sheet or the PQL Application as applicable on behalf of Contractor, at the company name and address specified on such sheet.

B. Notices to HPD shall be sent to:

NYC Department of Housing Preservation and Development

100 Gold Street, 6th Floor

New York, New York 10038

Attention: Assistant Commissioner, Emergency Operations Division

Fax: (212) 863-7777

Email: CCU-EOD@hpd.nyc.gov

C. Contractor and/or HPD's address may be amended from time to time by written notice to the other party.

28. INVESTIGATIONS:

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

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

II. 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. I. 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.

II. 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 which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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

II. 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 (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

I. 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.

II. 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.

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

IV. 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 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:

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

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

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

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

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

27. PARTICIPATION IN AN INTERNATIONAL BOYCOTT:

A. Contractor agrees that neither 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, 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. Contractor shall comply in all respects, with the provisions of Admin. Code §6-114 and the rules issued by the Comptroller thereunder.

28. MACBRIDE PRINCIPLES:

A. In accordance with and to the extent required by the City Administrative Code ("Admin. Code") §6-115.1, Contractor stipulates that such Contractor and any individual or legal entity which 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 Contractor either (i) have no business operations in Northern Ireland, or (ii) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles (defined hereinafter), and shall permit independent monitoring of their compliance with such principles.

B. Contractor agrees that the covenants and representations set forth in paragraph (A) above are material conditions to this Agreement.

C. This Section does not apply if Contractor is a Not-for-Profit corporation.

29. REGISTRATION: An OMO shall not be binding or enforceable unless it is registered under City Charter §328.

30. PROCUREMENT POLICY BOARD RULES: OMOs are subject to the PPB Rules in effect at the time of executing this Agreement, subject to amendment from time to time. In the event of a conflict between any provision of the Bid Terms, the General Conditions, or any OMO issued by HPD said PPB Rules and a provision contained herein, the PPB Rules shall take precedence.

31. CONFLICTS:

A. Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure any OMO upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

B. 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 would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Contractor further represents and warrants that in the performance of any OMO no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or HPD, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to any OMO which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in any OMO or in the proceeds thereof.

C. Contractor makes such representations and warranties to induce the City to enter into any OMO and the City relies upon such representations and warranties in the award of any OMO to Contractor;

32. ELECTRONIC FUNDS TRANSFER:

A. In accordance with Admin. Code §6-107.1, Contractor agrees to accept payments under an OMO from the City by Electronic Funds Transfer (“EFT”). An EFT is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” through the City’s Payee Information Portal, available at www.nyc.gov/pip in order to provide the commissioner of the Department 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 Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by 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 City 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 is applicable to contracts valued at \$25,000.00 and above.

33. PAID SICK LEAVE LAW:

A. Introduction and General Provisions:

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

II. 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”).

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

IV. Contractor must notify the Agency Chief Contracting Officer of the Agency 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 Contract. 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.

V. 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.

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

I. 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

¹ Pursuant to the PSLL, 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.

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.

II. 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 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.

III. An employee entitled to sick time pursuant to the PSSL 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.

IV. 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 PSSL. 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 PSSL must be treated by the employer as confidential.

V. 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.

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

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

I. an independent contractor who does not meet the definition of employee under §190(2) of the New York State Labor Law;

II. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

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

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

V. 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;

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

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

VIII. a participant in a Work Experience Program (WEP) under §336- c of the New York State Social Services Law.

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

E. Notice of Rights:

I. An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into

such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

II. 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.

F. Records: An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

G. Enforcement and Penalties:

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

II. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code §20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 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.

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

34. IRAN DIVESTMENT ACT

A. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

B. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to

renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the City receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the City will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Contractor in default.

C. The City reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

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

Check One

Transaction Type (check one)

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

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

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

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

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

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

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

Entity is a Non-Profit Yes No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

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

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

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

There are no owners listed because (select one):

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

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

What is the purpose of the Doing Business Data Form (DBDF)?

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 DBDF 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 DBDF?

Any entity that has purchased or acquired city owned land, applied for an affordable housing loan or grant, requested a discretionary tax benefit, applied for a low income housing tax credit or requested an inclusionary housing agreement is considered doing business with the City under LL 34 and therefore must complete this Data Form. No covered transaction will be entered into unless this form is completed. Other types of transactions that are covered by LL 34 include contracts for goods, services and construction; concessions; franchises; grants; economic development agreements; pension investment contracts, real property transactions 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 be included in the Database.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer, or their functional equivalents. See the DBDF 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 affordable housing transaction with the City. At least one Senior Manager must be listed on the DBDF or the DBDF will be considered incomplete.

NEW FOR 2018: As of January 2018, the DBDF must report organizations, as well as individuals, that own 10% or more of the entity. A DBDF with such a certification, filed as a full (never filed before) or as a change form, must be submitted before an entity can then file a DBDF that indicates no changes since the previous form. Contact DBA at 212-788-8104 or at doingbusiness@mocs.nyc.gov to inquire if DBA has received such a form.

Will the personal information on the DBDF be available to the public?

No. The names and titles of the officers, owners and senior managers reported on the DBDF will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address and date of birth, will not be disclosed to the public, and home address will not be used for communication purposes.

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

Yes. An organization is required to submit a DBDF each time it enters into a transaction considered a business dealing with the City. However, the DBDF has both a Change option, which requires only information that has changed since the last DBDF was filed, and a No Change option. No organization should have to fill out the entire DBDF more than once.

If you have already submitted a DBDF for one transaction type (such as a contract), and this is the first time you are completing a DBDF for an affordable housing transaction, please select the Change option and complete Section 4 (Senior Managers).

I provided some of this information in PASSPort; do I have to provide it again?

Yes. Although a Doing Business Data Form and PASSPort request some of the same information, they serve entirely different purposes. In addition, the DBDF requests information concerning senior managers, which is not in PASSPort.

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

Yes. All organizations are required to return this DBDF 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 Data Form must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

How does a person remove him/herself from the Doing Business Database?

When an organization stops doing business with the City, the people associated with it are removed from the Database automatically. However, any person who believes that s/he should not be listed may apply for removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the organization. Organizations may also update their database information by submitting an update form. Removal Request and Update forms are available online <https://www1.nyc.gov/site/mocs/resources/forms.page> or by calling 212-788-8104.

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

- Affordable housing transactions are generally considered business dealings from the submission of a proposal or application through the completion of the transaction, plus one year.
- Land Use actions under City Charter sections 195, 197c or 201 are generally considered business dealings from the start of negotiations until final action by the City Council, plus 120 days.
- Unsuccessful proposers remain on the Database until an awardee is selected.

For information on these or other transactions types covered by LL 34, contact Doing Business Accountability.

What are the campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to \$250 per election cycle; \$320 to Borough President candidates; and \$400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nyccfb.info, or 212-306-7100.

The DBDF is to be returned to the City office that issued it.

If you have any questions about the Doing Business Data Form please contact the Doing Business Accountability Project at 212-788-8104 or doingbusiness@mocs.nyc.gov.

CERTIFICATION BY 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 (typewritten)]

State of)
) ss.:
County of)

Sworn to before me this _____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____