

**NEW YORK CITY
POLICE DEPARTMENT**

Request for Proposals



**CONCESSION FOR OPERATION AND MAINTENANCE
OF CAFETERIA AT THE NYPD POLICE ACADEMY in
College Point, Queens**

PIN# 177-22-0322

Proposal Due Date & Time: Wednesday, January 7, 2026 at 2:00 P.M.

Send Proposals in Accordance with the Proposal Submission Requirements to:

**ATTN: Marta Zmoira, Administrative Staff Analyst
NYPD Contract Administration Section
375 Pearl Street, Suite 15-207
New York, N.Y. 10038**

REQUEST FOR PROPOSALS
TITLE: CONCESSION FOR OPERATION AND MAINTENANCE OF
CAFETERIA AT THE NYPD POLICE ACADEMY
PIN # 177-22-0322

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AUTHORIZED DEPARTMENT CONTACT PERSON

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

Name: Marta Zmoira
Title: Administrative Staff Analyst
Mailing Address: NYPD Contract Administration Section
375 Pearl Street, Suite 15-207
New York, N.Y. 10038
E-Mail Address: contracts@nypd.org

SECTION I – RFP TIMETABLE

A. Release Date of this Request for Proposals: Monday, December 1, 2025

All questions and requests for additional information concerning this RFP should be directed to the Authorized Department Contact Person:

Marta Zmoira
Phone: 646-610-5178
E-Mail Address: contracts@nypd.org

B. Recommended Pre-Proposal Conference and Site Tour:

Date: Thursday, December 18, 2025
Time: 10:00 AM
Location: NYPD Police Academy
 130-30 28th Avenue,
 College Point, New York 11354



If you have a physical disability and cannot deliver your proposal in person please contact the designated person at least 48 hours prior to the deadline and alternate arrangements can be made.

Pre-Proposal Conference and Site Tour attendance by proposers is optional, but highly recommended. If attending, please RSVP by no later than Monday, December 15, 2025, at 2:00 PM via e-mail to contracts@nypd.org. Please include both the title of this RFP and the PIN # in your RSVP.

All visitors must possess a valid government issued identification card and invitation. Security clearance is required to obtain site access. Visitors will be escorted to the designated meeting location. It is imperative that each vendor participating in the site visit understands and adheres to all safety instructions. Arrival at the scheduled time must be prompt. If you are considering responding to these specifications, please make every effort to attend this recommended meeting and site tour.

WARNING ON CAMERAS AND RECORDING DEVICES

For security reasons, cameras, video cameras and other image recording devices shall not be used by Proposers or any other non-NYPD personnel during site visits, unless expressly authorized by the NYPD project manager. Anyone caught violating this policy will be escorted off of NYPD property. Furthermore, any images that have been recorded shall be deleted in the presence of NYPD personnel. In the event that the recording of images is authorized by the NYPD project manager, all recorded images shall remain the exclusive property of the NYPD and shall be deleted/destroyed by the Proposers at the conclusion of the bid process or the term of the contract, whichever comes later. The Proposers shall notify the NYPD project manager in writing that the recorded images have been deleted and/or destroyed. The authorized recorded images shall be used only for the bid process and/or to complete the project.

C. Final Questions Due Date and Time:

Tuesday, December 23, 2025, at 5:00PM

Send Questions via e-mail to Marta Zmoira at contracts@nypd.org.

Should questions be received, the NYPD will issue an Addendum including questions received and NYPD responses.

D. Proposal Due Date, Time, and Location for Submission:

Date: Wednesday, January 7, 2026
Time: 2:00 P.M.
Location: Proposals shall be submitted to:

Marta Zmoira
NYPD Contract Administration Section
375 Pearl Street, Suite 15-207
New York, New York 10038

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

Proposals received after the Proposal Due Date and Time are late and shall not be accepted by the Department, except as provided under New York City's Procurement Policy Board Rules. The Department will consider requests made to the Authorized Department Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Department issues a written addendum to this RFP extending the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. Anticipated Contract Start Date: July 1, 2026

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Background

The New York City Police Department ("NYPD" or "the Department") is seeking an appropriately qualified food service vendor to operate a cafeteria at the NYPD Police Academy in College Point, Queens ("the Cafeteria"). The total area of the food service space is approximately 4,709 square feet, with 344 square feet dedicated to refrigeration and freezer space, 1,024 square feet dedicated to food preparation and cooking space, 155 square feet dedicated to a full service dish washing area, 732 square feet dedicated to dry storage and non-food storage, 1,120 square feet dedicated to management and employee space, and 1,334 square feet dedicated to other space (circulation, cart parking, janitor's

closet, etc.). The kitchen is located near the central receiving area to allow for easy delivery of food and supplies, and the area also contains a large trash/recycle area.

The Cafeteria hours of service are 6:00 AM to 11:00 PM, Monday through Friday. Both hot and cold food are available during all hours of operation. The Academy community served by the Cafeteria includes a population of NYPD recruits and other NYPD employees. The number of personnel utilizing the Cafeteria fluctuates depending on events, including promotion ceremonies and various trainings, and police recruit classes. Four recruitment classes per year are anticipated, with an average of 600 recruits per class. Expected revenue is approximately \$85,000 to \$95,000 per month. The NYPD would like to find an experienced vendor to provide high quality and healthy meals.

Beyond meeting Minimum Qualifications, the selected Proposer (the “Concessionaire”) should meet the following criteria:

- Demonstrated substantial and successful experience providing the same or similar services, including compliance with local and state requirements relating to food standards, health and sanitary codes, environmental standards, et al.
- Demonstrated capacity to provide cafeteria services for extended hours of operation and for up to 3,000 individuals during high volume periods.
- Capability to maintain food service equipment and cafeteria facilities.
- Organizational capability to carry out the requirements of the RFP, including menu development, staffing, resources, managerial and financial operations.
- The Contract awarded from this solicitation will be a Concessions contract to meet the needs of the Police Academy. The Department does not guarantee any minimum or maximum numbers of customers or sales.

B. Definitions

The following defined terms have the meanings specified below. [NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.]

“Agency Chief Contracting Officer” shall refer to the NYPD individual that is responsible for managing and overseeing the City of New York’s administrative contract and procurement processes require for contract award.

“Agreement” means the executable document that will include all labor, services, goods and equipment required by NYPD as a result of this procurement and shall incorporate the awarded Contractor’s written response to the RFP including any acknowledgement of addenda and further information that may be obtained as a result of oral presentations (if any), best and final offers, and final negotiations. The Agreement shall incorporate Appendix A and other standard City of New York required documents, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP.

“Appendix A” means the City of New York’s General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services (Rev. Jan. 2018).

“Commissioner” means the Police Commissioner of the City of New York, and any representative authorized in writing to act on the Commissioner’s behalf.

“Concessionaire” means the Proposer awarded a concession contract pursuant to this RFP process.

“Department” or **“NYPD”** means the New York City Police Department.

“Proposal” means the written content and documents submitted by a Respondent in response to this RFP.

“Proposer” means the primary entity which submits a Proposal in response to this RFP.

“Services” means performance of all tasks, activities and deliverables as described in detail in Section III - Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFP.

C. Anticipated Contract Term

The Concession contract term will be four (4) years, with two (2) renewal options for a term of three (3) years each. Renewal is at the NYPD’s discretion. The NYPD also has the option to extend the contract term, subject to acceptable performance by the Concessionaire and contingent upon the appropriation of sufficient funds for the procurement of services provided for in the Contract.

D. Concession Fee/Payment Structure

The selected Concessionaire will pay the City a Concession Fee for each year of the contract. Proposers will submit a fee offer as part of their Proposal, consisting of a guaranteed annual minimum fee based on a percentage of gross receipts.

E. Notices to Proposers

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 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.

Although discussions may be conducted with Proposers submitting acceptable proposals, award may be made without any discussions.

Proposers may appeal determinations of non-responsiveness and non-responsibility rights to appeal certain decisions as specified in the Concession Rules §§ 1-06(d)(e)(f) and (g) and 1-07(g)(h)(i)(j) and (k).

Proposers should contact the agency prior to submission of proposals to verify that all amendments issued have been received, and a requirement for acknowledgment of addenda.

Proposers will be required to meet all licensing or permit requirements required to perform their duties under this concession.

Proposers must read this entire RFP and any attachments below prior to submission of proposals. By submitting a proposal, Proposers acknowledge and agree to all terms and conditions contained in this RFP and its attachments. The terms and conditions for this RFP are non-negotiable.

The Concession award is subject to applicable provisions of federal, State, and local laws and executive orders requiring affirmative action and equal employment opportunity.

The Concession award is subject to completion of PASSPort questionnaires and review of that information by the Department of Investigation.

The New York City Comptroller is charged with the audit of Concession agreements in New York City. Any person or entity 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, New York, New York 10007, telephone number (212) 669-2323.

SECTION III - SCOPE OF SERVICES

A. Menu Development and Standards

The Concessionaire will develop menus for breakfast and lunch meal service as well as offer snacks and beverages that meet the following criteria:

- Diversity/Options – including creative, ethnically diverse options as well as vegetarian, vegan, kosher, and gluten-free choices. Offer made-to-order hot food as well as cold, grab-and-go items packaged for quick access and purchase.
- High Quality/Healthy – all food should be minimally processed and menus should be based primarily on fresh seasonal vegetables and fruits, whole grains, and lean proteins. For example: salads, fresh sandwiches, fresh fruit, grilled protein, yogurt, nuts, protein bars and smoothies, fresh juices.
- Pricing – include low-cost options on menus, offer specials on at least a weekly basis.
- Standards – including avoiding trans-fats, fried foods, genetically-modified foods, refined sugars, etc. Comply with NYC Food Standards Meals and Snacks Purchased and Served – Implementation Guide and NYS Department of Health Food Standards for Supporting Healthy Worksites Guide. See [New York City Food Standards Meals and Snacks Purchased and Served - Implementation Guide](#) and [Food Service Guidelines: Supporting Healthy Worksites, July 25, 2017](#).

- <https://www.nyc.gov/site/doh/business/food-operators/letter-grading-for-restaurants.page>
- No tobacco or alcohol products.

Proposers will provide sample menus as part of their proposal submission, (complete planned breakfast and lunch menus (including portion sizes) and price list for all items offered (including made-to-order food as well as other items like beverages, pre-packaged snacks/food, and fresh fruit). Those who incorporate ethnically diverse and healthy food choices (such as salads, fresh sandwiches, fresh fruit, yogurt, nuts, granola bars, protein bars, bottled water, juices, smoothies, etc.) at affordable prices will be viewed most favorably. Proposers should include low-cost items on their menus. All menu items are subject to the Department's prior written approval and may be removed at the Department's direction with reasonable notice. **See Attachment A - NYPD Police Academy Menu Ideas, Guidelines and Recommendations** for menu and nutrition guidance.

The Concessionaire will be required to maintain adequate inventory to assure a constant supply of food and beverages. Any staff assigned by the Concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene (DOHMH) permits. **The Concessionaire may only operate the snack bar/Cafeteria if they have obtained the appropriate, valid permits and authorizations required by DOHMH.**

It is the responsibility of the Proposers and Concessionaire, during the site tour, to ensure the created menu is achievable with kitchen equipment provided.

B. Cafeteria Operations

Proposers should submit a detailed Operational Plan for the entire Concession Premises.

All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to the NYPD's prior, written approval. Proposers will submit an Operational Plan as part of their proposal submission, and this Plan should address how the following criteria will be met:

1. Food Service

The Breakfast Menu shall be served from 6:00 AM to 10:00 AM, and Lunch from 10:00 AM – 11:00 PM. Proposers are encouraged to propose different menus or food options that will be available later on in the day. Hot food options must be available at all times. Proposers shall maintain adequate inventory to ensure availability of food and beverages.

2. Staffing and Customer Service

All food service staff will be employees of Concessionaire. Benefits, salaries, and all other personnel matters are the exclusive responsibility of Concessionaire. Concessionaire shall abide by any and all federal, state, and city laws regulating labor and wage.

All food service staff will be subject to a background check, at the expense of Concessionaire. All background checks must be completed prior to the execution of the Concession contract. Concessionaire shall provide adequate staffing to ensure proper operation of the Cafeteria, including a full-time onsite manager to oversee food preparation and service. In order to maintain continuity and consistency, the manager should not be changed more than once a year unless it is a mutually agreed upon request and thirty (30) days advance notice given. The Concessionaire must abide by any request by NYPD for a change in management should that be necessary. NYPD maintains the right to review resumes and interview a candidate before a final decision is made when hiring a new account manager.

Per NYC Health Code, a supervisor with a valid Food Protection Certificate must be on duty during all hours of operation (6:00 AM – 11:00 PM) to supervise food preparation and processing. For more information, see <https://nyc-business.nyc.gov/nycbusiness/description/food-protection-certificate>. The certificate course is offered online or in person at the NYC Department of Health and Mental Hygiene (DoHMH) Health Academy (<http://www.nyc.gov/healthacademy>).

Concessionaire's staff shall be trained in food service, food handling, and customer service, prior to the commencement of the Concession. Concessionaire shall produce any certifications upon request by the NYPD. All staff must wear sanitary uniforms at all times when preparing or serving food, and uniforms are subject to Department approval.

Proposers must describe the customer service mechanisms they wish to implement in their Concession to enhance customer experience, including cashless payment options, incentives such as loyalty program or meal plan.

3. Environmental Considerations

Concessionaire will be responsible for providing all supplies and materials related to cafeteria operations, and proposed Operational Plans should include a detailed description of environmentally-friendly practices, including but not limited to the following:

- Use of Green Seal eco-friendly products such as cleaners, paper towels, etc. If disposable food service products such as napkins, utensils, plates, and containers are to be used, those should also be eco-friendly and ideally be biodegradable. Use of polystyrene packaging or food containers is prohibited.
- Methods and/or equipment to conserve water, including any plans to regularly check for and remedy leaks in a timely fashion and/or to recycle gray water and runoff.
- Compliance with all NYC Department of Environmental Protection directives and restrictions.
- Compliance with Department policy requiring all beverages to be served in non-glass, shatter-proof containers.

The Department views favorably proposals that include plans to use "Green Seal" eco-friendly products. The Department encourages the successful Vendor to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates if the Vendor intends to utilize any disposable products for all food service at the Concession Premises.

4. Signage

Concessionaire will be required to prominently display signage listing all prices, menu items, and hours and dates of operation.

Design and placement of all signage, including product brand signage or any advertising, is subject to the Department's prior written approval. The display or placement of tobacco advertising shall be prohibited. The advertising of alcoholic beverages shall not be permitted.

In the event advertising is allowed, the following standards will apply:

- Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful including, but not limited to, advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11 shall also be prohibited.
- Any such prohibited material displayed or placed shall be immediately removed by the Concessionaire upon notice from the Department.
- The advertising of product brands is prohibited without the Department's prior written approval. Any and all signage is subject to the Department's written approval.

5. Special Events

The Department, acting on behalf of the City of New York, reserves the right to host a number of annual events at the Concession Premises, including benefits and other non-profit or public events. The dates of such events shall be mutually agreed upon by both parties and shall be reserved in writing not less than one month in advance. The Department will offer the Concessionaire the opportunity to cater any events.

6. Naming of Cafeteria

Concessionaire's proposed name for the Cafeteria is subject to Department approval. Concessionaires should be aware that if the name references Department property or a preexisting facility name, the City may own a portion of the name. The City will not own any portion of a new name that consists of the name, portrait, or signature of an individual (living or deceased) or a name not otherwise associated with Department property.

C. Food Safety, Sanitation, Cleaning and Maintenance

Food Safety, Sanitation, and Cleaning

Concessionaire will be responsible for maintaining the Cafeteria in a clean, sanitary condition, including the premises as well as all provided equipment. Proposed Operational Plans should address how the following criteria will be met:

- Compliance with applicable New York City and State NYC laws, regulations, and policies, including Department of Health and Mental Hygiene (“DOHMH” or “NYC Health”), NYC Department of Sanitation (“NYC Sanitation”), and NYS Sanitary Code (including Part 14, Subpart 14-1 – Food Service Establishments).
- Concessionaire shall provide their detailed cleaning and sanitation schedule for cleaning NYPD-owned kitchen equipment and Cafeteria facilities, including but not limited to:
 - Training staff in all areas of sanitation and safety, including any certifications.
 - Food safety including but not limited to personal hygiene of food handlers; purchasing, receiving, storage, preparation and serving of food products.
 - Ongoing monitoring of kitchen and food preparation areas during and after food service hours.
 - Proper collection, clean up, and disposal of waste, trash and leftover food from kitchen and staff areas.
 - The Department will be responsible for clean-up and removal of waste from dining areas, and will allow Concessionaire to use the Department’s waste removal facility at no cost.
 - Safety precautions, including preventative maintenance to discourage fires, flooding, excess noise, and smoke emissions.
 - Daily routine cleaning and maintenance of installed Department equipment, including but not limited to:
 - Ovens cleaned and turned off daily
 - Refrigerator and freezer set to proper temperature for food safety, cleaned daily
 - Airflow vents and range hood clean and free of spillage, dirt, mold, etc.
 - Kitchen hood, floor drains, grease traps
 - Documented routine checks on condition of equipment to ensure equipment is kept in clean, functional condition.
- Concessionaire shall meet food safety and sanitation standards to receive a grade of “A” should the Cafeteria be subject to DOHMH inspection. For more information, see:
 - <https://www.nyc.gov/site/doh/business/food-operators.page>
 - What to Expect When You’re Inspected: A Guide for Food Service Operators (July 2020)
<https://www.nyc.gov/assets/sbs/downloads/pdf/businesses/nycopenrestaurants-inspectionchecklist.pdf>
 - Self-Inspection Worksheet for Food Service Establishments [Food Service Establishment Inspection Worksheet](#)

Maintenance

Concessionaire will abide by the **Maintenance and Cleaning Schedule (Attachment B)** and specifications provided by the Department, regarding how to properly maintain Department-owned kitchen equipment. Failure to do so will result in a fine. Concessionaire shall conduct ongoing maintenance, cleanliness and sanitation of Cafeteria facilities and equipment, including but not limited to:

- Safety precautions, including preventative maintenance to discourage fires, flooding, excess noise, and smoke emissions.
- Daily routine maintenance of installed Department equipment.
- Documented routine checks on condition of equipment to ensure equipment is kept in clean, functional condition.

Concessionaire will be required to maintain a log of the completed daily and monthly Maintenance and Cleaning Schedule (**Attachment B**) detailing the time it was inspected, and initialed by the member of Concessionaire's staff who inspected the equipment.

Prior to commencement of the Concession term, the Department will conduct a full inspection of all kitchen equipment and premises and will provide a report detailing the conditions. **See Attachment C - Existing Conditions Plan and Schedule of Equipment.**

During the Concession term, Concessionaire and its staff shall clean, sanitize, and maintain all equipment provided by the Department and ensure that it is cleaned and in proper working condition. In the event that repairs are needed and it is determined that repairs are required due to negligence of Concessionaire's and/or Concessionaire's staff, Concessionaire shall pay for the repair, or if repair is not feasible, Concessionaire shall replace the equipment it broke. Department will purchase new equipment resulting from Concessionaire's negligence and send the invoice to Concessionaire. Concessionaire shall reimburse the Department for the equipment within thirty (30) days of receipt of the invoice.

Concessionaire will be responsible for loss or breakage due to negligence of Concessionaire's employees, and for any repairs or replacement due to improper use or failure to maintain Department equipment.

Inspections and Liquidated Damages. Inspectors from the Department will visit the Concession Premises unannounced to inspect operations and ensure proper maintenance of the Concession Premises. Based on their inspections, should the Concessionaire fail to provide the cleaning, maintenance, and operational services required, the Department shall notify the Concessionaire in writing, and the Concessionaire shall be required to correct such shortcomings within of the time frame set forth in such notice. If the Concessionaire fails to cure the violation within the time frame set forth in the notice, the Department may, at its option, in addition to any other remedies available to it, require the Concessionaire to pay to the Department as liquidated damages Five Hundred (\$500.00) Dollars per day from the date of the notice, with respect to damages, if not paid promptly, may be deducted from the Concessionaire's security deposit.

D. Fiscal Responsibility

Throughout the contract term, Concessionaire will have fiscal responsibilities including but not limited to the following:

- Security Deposit. Concessionaire will be required to submit a security deposit equal to **5%** of the projected first year gross receipts as stated in their proposal. This deposit will be held by the City for the duration of the Concession.

- Revenue Control System. To ensure accurate and complete recording of all revenues, this system must maintain detailed sales information for each sales transaction as follows:
 - Sales information must be recorded electronically via a point of sale system.
 - Must record transaction details including but not limited to: item(s) sold, time and date of sale, and item price(s).
- Bank Account. Concessionaire must establish a dedicated bank account for deposits of all revenue generated from Cafeteria food operations.
- Monthly Statements. Concessionaire must submit monthly statements of gross receipts from all categories of income in a format approved by the Department.
- Annual Statements. Within 60 days following the end of each operating year, Concessionaire will submit a detailed income and expense statement for that year.
- Records. All accounting and internal control-related records must be kept for a minimum of 10 years from the date of creation of the record.
- Expenses during Concession Term. Concessionaire will be responsible for costs and expenses related to:
 - Staffing and labor
 - Management and operational costs, including supplies and materials as well as ongoing routine maintenance of equipment. Concessionaire will also be responsible for damage caused by Concessionaire's negligence
 - Federal/State/City sales taxes (the amount of such taxes to be excluded from gross receipts)

The Department will be responsible for costs related to pest control and extermination services, utilities, and overall facility security.

SECTION IV – FORMAT, CONTENT AND SUBMISSION OF THE PROPOSAL

A. Proposal Submission Process

Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 1/2" x 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency. Pages should be paginated.

The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will make the proposal non-responsive:

1. Technical Proposal (1 original and 5 copies): The Technical Proposal should contain all the Proposal Content requested in Subsection I: Technical Proposal, below.
2. Price Proposal (1 original and 5 Copies): To be submitted in a separate envelope. A form for submission of the Fee Offer is included as **Attachment G** to this RFP.

I) Technical Proposal:

The Technical Proposal shall contain the information described below.

- a. Cover Letter:** The Proposal Cover Letter form (**Attachment D**) transmits the Proposer's Proposal Package to the Agency. An official representative authorized to bind the Proposer must sign the Proposal Cover Letter.
- b. Proposal Content:** Proposals should address all of the components described above in Section III: Scope of Services, demonstrating relevant qualifications, background, knowledge, and extensive experience in the food service industry, including any work for City agencies and should demonstrate Proposer's experience and capability to meet all criteria:
 - i. Experience.** At the time of proposal submission, Proposer must be licensed by the City of New York to provide food services and must have a minimum of five (5) years' recent experience with similar food service facilities. Proposers must submit the following:
 - Résumé or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in the food service industry, including any work for City agencies.
 - Proposer's Company Information, including:
 - List of all locations where Proposer is currently operating a corporate dining operation with account name; contact person name, dates of operation; number of potential customers served; and sales revenue with separate amounts for cafeteria, vending, and catering if applicable.
 - Management résumés, organizational structure, and any applicable staff qualifications/certifications.
 - List of at least three (3) relevant references. Ideally these references should be contact persons from Proposer's current cafeteria or corporate dining accounts. If less than three (3) locations/accounts, provide references familiar with Proposer's work and/or who can otherwise speak to Proposer's financial, operational, and/or management capability. References should include the name of the reference entity; a description of the nature of the reference's experience with the Proposer; and the name, title, address, email and phone number of a contact person at the reference entity.
 - ii. Food and Menu Pricing.** Provide complete planned breakfast and lunch menus (including portion sizes) and a price list for all items offered (including made-to-order food as well as other items like beverages, pre-packaged snacks/food, and fresh fruit). See Section III.A. above.
 - iii. Operational Plan.** Provide a detailed Cafeteria Operations Plan for the entire concession premises. The plan should address food service, staffing and customer service, environmental considerations, signage, special events and naming of the cafeteria. It should also address compliance with City and State Laws, daily, weekly

and monthly cleaning and sanitation schedules for kitchen equipment and facilities, staff training, food safety and sanitation standards, and maintenance of Department-owned kitchen equipment. See Sections III.B. and III.C. above.

iv. Fiscal Responsibility. Address the items in Section III.D. above.

v. Financial Capability.

- Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).

c. **Acknowledgement of Addenda**: The Acknowledgement of Addenda form (**Attachment F**) serves as the Proposer's acknowledgement of the receipt of addenda to this RFP that may have been issued by the agency prior to the proposal due date and time. The Proposer should complete this form as instructed.

II) Price Proposal:

The Proposer must submit the Price Proposal in a separate, clearly labeled, sealed package. The Proposer must complete the Price Proposal as per instruction in **Attachment G**.

B. Proposal Package Contents (Checklist)

The Proposal Package should contain the following materials:

- 1) Separate sealed, labeled envelope clearly marked "Technical Proposal" (1 original and 5 copies)
 - Proposal Cover Letter (**Attachment D**)
 - Items listed in Section IV(B) of the RFP
 - Acknowledgement of Addenda (**Attachment F**)
- 2) Separate sealed, labeled envelope clearly marked "Price Proposal" (1 original and 5 copies)
 - Price Proposal (**Attachment G**)
- 3) Separate sealed envelope clearly marked as "City Forms" (1 original)
 - Tax Affirmation (**Attachment E**)
 - **Attachments H - N**

C. Proposal Delivery

Each proposal package must be received by **Wednesday, January 7, 2026**, no later than **2:00 pm (EST)** at the following address:

Marta Zmoira
NYPD - Contracts Administration Section
375 Pearl Street, 15th Floor, Room 15-207,
New York, NY 10038

The Proposer's Company name, Address, the Title and PIN # of this RFP, and the name and telephone number of the Proposer's Contact Person shall be on the outside package label.

All proposals received at the Contract Administration Section (CAS) will be time stamped and issued a receipt by the Contract Administration Section. Only CAS receipts and time stamps will be accepted as proof of delivery; U.S. mail or messenger delivery receipts will not be accepted. A copy of the CAS receipt will be attached or marked on the proposal package and a duplicate may be provided to the messenger, if hand delivered.

The Proposer is responsible for timely delivery of the proposal package Contract Administration Section. The Department is not responsible for any delays in delivery of the proposal. This includes, but is not limited to, delays due to outside mail, delivery, and messenger services; internal security delays; transportation delays; or delays due to Department internal mail distribution services.

Proposers are advised that on occasion security delays at the building entrance can exceed one (1) hour. Proposers delivering the proposals shall be in possession of valid identification that will be retained at the security desk until the Proposer exits the building. This identification can be a driver's license, passport, employee ID card, credit card, bankcard, or immigration card (green card).

Proposers utilizing overnight delivery services should note that internal mail distribution personnel deliver packages directly to the Police Department mailroom for distribution. Packages that are received in the mailroom in the late afternoon may not be distributed until the following day; therefore, if overnight services are utilized, Proposers should allow at least two (2) business days for delivery.

Any proposal received at the Contract Administration Section after the time and date set for receipt of proposals will be considered late and may be accepted only in the manner set forth in Section 3-03(f)(5) of the Procurement Policy Board Rules.

Note: The Technical Proposal shall not include any pricing information or any exceptions or notes referencing the Pricing Proposal. All such pricing information shall be included as a separate price proposal submission. Explicitly, the Fee Offer will be part of the Price Proposal, while the Sample Food Item Pricing will be part of the Technical Evaluation under "Food Menu & Pricing."

SECTION V – LEGAL TERMS AND CONDITIONS

In addition to the terms contained within Attachments H through N, the following terms and conditions must be read and accepted by all Proposers, and the selected Concessionaire.

Concessionaire is responsible for ongoing compliance with various laws including but not limited to ADA, EEO, NYC Health Code, NYC Administrative Code, New York City Concession Rules, New York City Charter and New York City Procurement Policy Board Rules.

Concessionaire is responsible for obtaining all permits, licenses, and approvals required for operating in the NYPD Police Academy. Concessionaire must produce all permits, licenses, approvals to the Department upon request.

This Concession is subject to New York State Prevailing Wage Laws, Section 220 and/or 230.

Acceptance of City of New York Terms and Conditions

Appendix A - General Provisions Governing Contracts For Consultants, Professional, Technical, Human, And Client Services (attached as Appendix A) is the governing law of this Agreement and **non-negotiable**. Proposers are bound to the terms in their entirety and will not be permitted to contract around them.

Appendix A, and Sections V above and VII below of the Solicitation contain the City of New York's legal terms and conditions for the proposed contract. The final contract will substantially contain all of these terms and conditions. Applicants who cannot meet all or some of these terms and conditions must state so in their Proposal, being as specific as possible. This means that all Proposers should have their legal representative(s) **review and accept the terms and conditions in Appendix A before submission of their Proposals**.

By submitting their proposals, Proposers acknowledge and accept to all the terms and conditions set forth in Appendix A. Under no circumstances will the Department alter the terms in Appendix A.

Insurance

The Concessionaire will be required to carry Commercial General Liability insurance, dedicated to the concession premises and Concessionaire's operations there in the amount of \$1,000,000, per occurrence, \$2M-5M aggregate and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance.

All insurance policies other than Employer's Liability, Worker's Compensation, and Disability Benefits Insurance must name the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26.

All Risk Insurance equal to the replacement cost value of the structures will also be required, with the City of New York named as sole loss payee. Proposers are on notice that the City may require higher limits and other terms if, in the opinion of the Commissioner, the proposed program warrants it. Proposers are on notice that the City may require other types of insurance and/or higher liability limits and other terms, if, in the opinion of the Commissioner, the proposed Cafeteria warrants it.

Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached *Doing Business Data Form (Attachment H)* and return it with their proposals and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the Department 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 Department. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Confidentiality

The Concessionaire agrees that all records and information including drawings, plans and specifications which it may have access to, examine, prepare, maintain or have custody of and deliver hereunder ("Confidential Information") shall be kept strictly confidential. The Concessionaire shall not at any time during the term of the Agreement, or thereafter, make any disclosure or statements or release to any third party any Confidential Information without the prior written approval of the Police Department. The Concessionaire agrees that it will instruct its officers, employees, and agents, to maintain the confidentiality of any and all Confidential Information.

Upon expiration or termination of this Agreement, the Concessionaire shall return to the Department any and all Confidential Information in the possession of the Concessionaire or its sub-contractors, and permanently delete any and all Confidential Information maintained in any electronic form by the Concessionaire or its sub-contractors. A breach of this section shall constitute a material breach of this Agreement for which the NYPD may terminate the Agreement. The NYPD reserves any and all other rights and remedies in the event of unauthorized disclosure. This provision shall survive the expiration or termination of this Agreement.

MacBride Principles Provisions for New York City Contractors Rider

Local Law No. 34 of 1991 added section 6-115.1 to the Administrative Code of the City of New York provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment. Contractors are not required to sign however, if not by competitive sealed bid, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price. Please refer to **Attachment I** for information on the MacBride Principles Provisions required for this solicitation and instructions on how to complete the required form.

Iran Divestment Act Compliance Rider

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 applicant is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act (**Attachment J**), 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.

SECTION VI – EVALUATION AND AWARD PROCESS

A. Evaluation Procedures

Proposals will be evaluated by an Evaluation Committee composed of a minimum of three (3) NYPD employees in accordance with procedures established by the Franchise and Concession Review Committee. Proposals will first be evaluated to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Department to be non-responsive will be rejected. The Department's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below.

The Department reserves the right to conduct site visits and/or interviews and/or to request that Proposers make presentations and/or demonstrations, as the Department deems applicable and appropriate. Although discussions may be conducted with Proposers submitting acceptable proposals, the Department reserves the right to award contracts on the basis of initial proposals received, without

discussions; therefore, the Proposer's initial proposal should contain its best technical and fee offer terms.

B. Evaluation Criteria

The proposal submitted will be evaluated based on the following criteria:

Operational Experience and Financial Capability (30 Points)

- Demonstrated quantity and quality of successful relevant experience.
- Demonstrated level of financial capability.
- Proposer demonstrates proof of license by the City of New York to provide food services, and at least 5 years of recent experience with similar food service facilities.
- *Proposer has submitted a résumé or detailed description of the Proposer's professional qualifications, company information, and at least three relevant references.*

Food Menu and Item Pricing (30 Points)

- Demonstrated level of capability standards for developing complete planned breakfast and lunch menus.
- Proposer has submitted complete planned breakfast and lunch menus (including portion sizes) and a price list for all items offered (including made-to-order food as well as other items like beverages, pre-packaged snacks/food, and fresh fruit).

Operational Plan (30 Points)

- Quality of submitted Operational Plan for the entire Concession Premises. The plan should address food service, staffing and customer service, environmental considerations, signage, special events and naming of the cafeteria.
- *The Operational Plan should also address compliance with City and State Laws, daily, weekly and monthly cleaning and sanitation schedules for kitchen equipment and facilities, staff training, food safety and sanitation standards, and maintenance of Department-owned kitchen equipment.*

Price Proposal/Fee Offer (10 points)

- ***Fee offer - % of gross receipts.**

*Formula: For each Fee Offer within a Proposer's offer, the evaluation will be performed as follows:

Fee Offer x Point Allocation (10 Points) / (divided by) Normalizing factor = TOTAL FEE SCORE

Fee Offer: This is the Fee offer provided from each Proposer's proposal

Point Allocation: This is a constant value of "10" Points

Normalizing Factor: This factor is derived from highest individual percentage offered across all bids

Sample Fee Offers: Proposer 1: 5%, Proposer 2: 3%, Proposer 3: 2%

Sample Formula Usage:

For Proposer 1: $(5 \times 10) / 5 = 10$

For Proposer 2: $(3 \times 10) / 5 = 6$

For Proposer 3: $(2 \times 10) / 5 = 4$

The Proposer with the highest Total Price Proposal will be considered to have submitted the most favorable Price Proposal based on the evaluation methodology. The ACCO's office will then calculate a composite score (technical plus financial) for each proposal and the Concession will be awarded to the Proposer submitting the highest rated (i.e. highest composite score) proposal.

Note: the Fee Offer will be part of the Price Proposal Envelope and must be separated from the Technical Proposal Envelope.

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 fee offer and such other factors or criteria which are set forth in this RFP. The Evaluation Committee will first review and rate each technical proposal. The proposals will then be ranked in order of highest to lowest technical score. The NYPD reserves the right to first do clarifications and/or technical Best and Final Offers ("BAFOs") and to do technical rescoring(s) before establishing the final short list and opening pricing proposals. NYPD further reserves the right to only open or consider the Price Proposals of Proposers that have submitted technically viable Proposals. In considering price among the technically viable proposals, the Agency will review the price proposals of the highest technically ranked firms (i.e. those above the cutoff line for technically viable proposals), and may request a BAFO. In considering price, the Department reserves the right to make appropriate adjustments for Price Proposals which are not based upon the same level of services. The Agency will review Proposers' price proposals for the contract period to determine the best overall value for the City. Award selection will be based on the proposal (technical and pricing) which is the most advantageous to the City. Contract award shall be subject to the timely completion of contract negotiations between the Department and the selected Proposer.

SECTION VII - GENERAL INFORMATION TO PROPOSERS

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

B. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: 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

Procurement and Sourcing Solutions Portal (PASSPort) online disclosure process 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.

C. RFP Postponement/Cancellation. The Department reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

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

Nicholas Mendoza, Asst. Commissioner/ACCO
NYPD Acquisitions Management Division

Date

**ATTACHMENT A –
NYPD POLICE ACADEMY MENU IDEAS,
GUIDELINES AND
RECOMMENDATIONS**

POLICE ACADEMY MENU IDEAS



OMELETTE STATION	SMOOTHIE STATION	ALL DAY GRAB & GO	SANDWICH STATION	SALAD BAR	HOT BAR- STIR FRY/MEXICAN STATION	SOUPS
<p>3 egg omelets + sub egg whites (\$)</p> <ul style="list-style-type: none"> Swiss cheese Cheddar cheese Bacon Sausage Turkey Bacon Turkey Sausage Broccoli Peppers Onions Spinach Mushrooms Tomato 	<p><u>Base Options</u></p> <ul style="list-style-type: none"> Water Whole Milk Skim Milk Almond Milk (\$) Oat milk (\$) <p><u>Protein Options</u></p> <ul style="list-style-type: none"> Greek Yogurt NSF Protein Powder- Whey NSF Protein Powder- Plant Based <p><u>Fruit (frozen).</u></p> <ul style="list-style-type: none"> Strawberry Banana Mango Pineapple Berries <p><u>Additional add-ins</u></p> <ul style="list-style-type: none"> Chia/Flax Spinach/Kale Oats/granola Honey Peanut butter 	<ul style="list-style-type: none"> Packaged yogurts Yogurt Parfait Hard boiled eggs Apples Bananas Oranges Fruit cups Overnight oats Prepackaged Cereals Pastries Salads Hummus & veggies Salad cups Sandwich wraps and pinwheels Snack boxes 	<ul style="list-style-type: none"> Sandwich Roll Wrap Panini Whole wheat bread White bread <p>Boars Head brand</p> <ul style="list-style-type: none"> turkey honey turkey chicken buffalo chicken ham <p>etc.</p> <ul style="list-style-type: none"> pastrami roast beef tuna chicken salad veggie burger <p>Toppings:</p> <ul style="list-style-type: none"> Lettuce Tomato Roasted red pepper Cheese Pickles etc. 	<p><u>Base</u></p> <ul style="list-style-type: none"> Romaine Spinach Mixed greens <p><u>Protein (4oz).</u></p> <ul style="list-style-type: none"> Chicken Shrimp Tofu HB eggs <p><u>Mix-ins</u></p> <ul style="list-style-type: none"> Broccoli Peppers Onions Carrots Beets Cucumber Tomato Olives Roasted red pepper Chickpeas Feta Shredded mozzarella Croutons <p>Salad Dressings</p>	<p>STIR FRY</p> <p><u>Base</u></p> <ul style="list-style-type: none"> Brown rice White rice Noodles <p><u>Protein</u></p> <ul style="list-style-type: none"> Chicken Shrimp Steak Tofu <p><u>Veggies</u></p> <ul style="list-style-type: none"> Broccoli Peppers Onions Carrots Avocado Corn <p>MEXICAN</p> <ul style="list-style-type: none"> DIY quesadillas Burritos Burrito bowls Tortilla chips Salsa/guac/ queso 	<ul style="list-style-type: none"> Chicken noodle Lemon chicken orzo Beef barley Italian wedding <p><u>Vegetarian</u></p> <ul style="list-style-type: none"> Lentil Split Pea Butternut squash Minestrone Pasta fagioli Miso Ramen Chili <p>Hale & Hearty brand</p>

POLICE ACADEMY MENU IDEAS

GUIDELINES & RECOMMENDATIONS

- Provide calorie counts on menu
- Use standardized portion sizes for proteins (4-6 ounces) and use appropriate serving spoons for portioning rice, soups etc.
- Allow NYPD Nutritionists to provide nutrition education & signage throughout the cafeteria for informed decision making
- Provide nutrition icons on menu indicating if foods are high sodium, gluten free, spicy, contains nuts etc.
- Consider Kosher options based on needs assessment
- Provide seasonal menu specials
- Offer fountain beverage options for cost effectiveness
- Require chefs & employees to have up-to-date ServSafe certification for safety and cleanliness of cafeteria
- Offer incentives for return customers
 - i.e. Smoothies (buy 9, get 1 free punch card)
 - Happy hour sandwich special (buy 1, get 1 50% off)
 - Coffee club (monthly subscription similar to Panera - \$10/month)
- Minimize food waste by repurposing leftovers (e.g. roasted chicken becomes soup)
- Use simple, reusable staples: rice, pasta, beans, and eggs keep things versatile
- Seasonal ingredients- adjust fresh produce based on availability and price.

*Possibly consider contracting with catering companies such as Aramark or Compass Group for food service

**ATTACHMENT B –
MAINTENANCE AND CLEANING SCHEDULE**

Maintenance and Cleaning Schedule

This schedule outlines comprehensive daily, weekly, and monthly cleaning responsibilities for all food service equipment located in the facility. The Vendor is to comply with local health codes, food safety regulations, and manufacturer guidelines for proper maintenance. Regular cleaning and sanitation reduce the risk of contamination, prevent pest infestation, and extend the operational life of each appliance.

EQUIPMENT COVERED UNDER THIS CONTRACT: Equipment Schedule in Attachment C

Major Equipment for Cleaning Routine:

1. Convection Ovens
2. Ranges & Cooktops
3. Griddles & Fryers
4. Steam Tables & Food Warmers
5. Steam Kettles
6. Hand Sinks & Prep Sinks
7. Refrigerators & Freezers
8. Ice Makers
9. Microwaves
10. Beverage Dispensers
11. Stainless Steel Work Tables & Prep Counters
12. Exhaust Hoods & Filters
13. Shelving & Cabinets
14. Trash & Recycling Receptacles

DAILY CLEANING ROUTINE:

These tasks are performed at the end of each service day to maintain surface-level cleanliness, reduce bacterial buildup, and ensure food-contact safety.

Cooking Equipment:

Ovens, Ranges, Griddles, Fryers, Kettles:

- Wipe down all external surfaces using degreaser and food-safe sanitizer.
- Empty and clean grease trays and crumb catchers.
- Griddles to be scraped and oiled lightly to prevent rust.
- Fryers checked for oil quality.
- Wipe down outside and inside of kettle, remove food debris, and flush out kettle drain with warm water.

Refrigeration:

Refrigerators & Freezers:

- Wipe handles and door surfaces.
- Remove visible spills from interior shelves.
- Check for and discard expired or spoiled food.

Ice Maker:

- Sanitize ice scoop.
- Wipe external surface to prevent dust buildup.

Sinks & Dishwashing:

Handwashing and Prep Sinks:

- Scrub basins with disinfectant, clean faucets and splash zones.

Dishwasher:

- Run a self-cleaning cycle if available.
- Wipe exterior and loading area.

Food Contact Surfaces:

Work Tables, Counters, Cutting Boards:

- Wash with hot soapy water and sanitize using a food-safe solution.

General:

Trash & Recycling Bins:

- Empty, replace liners, and sanitize receptacle lids.
- Sweep and mop floors with degreasing solution.

WEEKLY CLEANING ROUTINE:

Weekly tasks involve more thorough cleaning that targets hidden debris, grease, and bacterial growth in areas not accessed during daily cleaning.

Cooking Equipment:

Ovens & Ranges:

- Remove oven racks and clean interior with non-corrosive oven cleaner.
- Clean burner tops, knobs, and control panels.

Fryers:

- Perform boil-out procedure to remove carbon and grease buildup inside the fry vat.

Steam Tables & Warmers:

- Drain water (if applicable), scrub heating wells, and sanitize surfaces.

Refrigeration:

Refrigerators & Freezers:

- Remove all contents, clean shelves and drawers with mild detergent.
- Sanitize door seals and wipe fan grates.

Walk-in Boxes:

- Wipe door gaskets, walls, and shelves.
- Sweep and mop floors.

Exhaust Hoods:

- Remove and soak grease filters in degreasing solution, then rinse thoroughly.
- Wipe down hood surfaces and check for grease drips or residue.

Cabinets & Shelves:

- Clear out and wipe down interiors and exteriors.
- Sanitize food storage bins.

Dishwashing:

- Remove and clean filters, spray arms, and inside door gasket.

MONTHLY CLEANING ROUTINE:

Monthly cleaning includes deep maintenance that supports health inspections, improves efficiency, and prevents equipment failure.

Deep Equipment Cleaning:

Ice Maker:

- Disconnect and fully sanitize the interior of the ice bin and internal components per manufacturer guidelines.

Ovens:

- Perform full oven cleaning cycle and descale if needed.

Microwaves:

- Remove turntables, clean interior and vents.

Steam Tables:

- Check heating elements and descale if necessary.

Fryers:

- Replace oil, clean behind and beneath unit.
- Remove all oil from the premises

Dishwasher:

- Descale interior and spray arms.
- Clean detergent delivery system.

Structural Maintenance:

- Clean walls and floors behind and beneath all movable equipment.
- Dust ceiling vents and light fixtures in food areas.
- Inspect and clean any visible mold or buildup around seals, drains, or joints.

INSPECTION & LOGGING:

All tasks are to be logged in a cleaning schedule logbook or digital tracker.

Each entry must include date, equipment cleaned, cleaning agent used, initials of responsible staff, and any issues found.

Maintenance or malfunction issues must be reported to the facilities manager immediately.

**ATTACHMENT C –
EXISTING CONDITIONS PLAN AND
SCHEDULE OF EQUIPMENT**

NEW YORK POLICE
ACADEMY
SEQUENCE 1

New York City
Police Department
One Police Plaza
New York, NY 10038

New York City
Department of Design
and Construction
30-30 Thompson Avenue
Long Island City, NY 11101

Consulting Architect
Michael Fieldman Architects
337 Broome Street, 2nd Floor
New York, NY 10002
212.627.0110
212.627.2473

Chief Engineer
Langan Engineering &
Environmental Services, PC
21 Penn Plaza
New York, NY 10001
212.476.5400
212.476.5444

Landscape Design
Balmori Associates
833 Washington Street, 2nd Floor
New York, NY 10014
212.431.9191
212.431.8676

Structural Engineers
Robert Silman Associates
30 University Place
New York, NY 10003
212.620.7700
212.620.8157

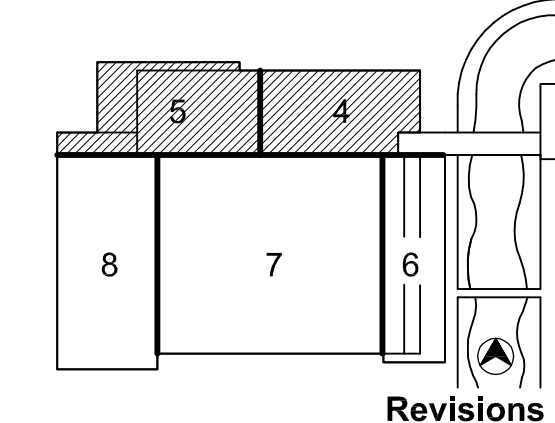
Guy Nordenson and
Associates
225 Varick Street, Suite 901
New York, NY 10014
212.766.9119
212.766.9016

MEP & Fire Protection Engineers
WSP Flack + Kurtz
512 Seventh Avenue
New York, NY 10018
212.532.9800
212.886.7499

Security
KROLL
1188 Avenue of the Americas, 28th Floor
New York, NY 10036
212.580.1000
212.580.2831

R	ISSUED FOR COMPLIANCE 02-18-2011
R	FINAL DESIGN 12-17-2010
R	15% FINAL DESIGN 10-01-2010
R	FOUNDATIONS - ISSUED FOR BID 06-25-2010
F	DESIGN DEVELOPMENT 04-30-2010
D	Drawing Issue
	Date

Key Plan



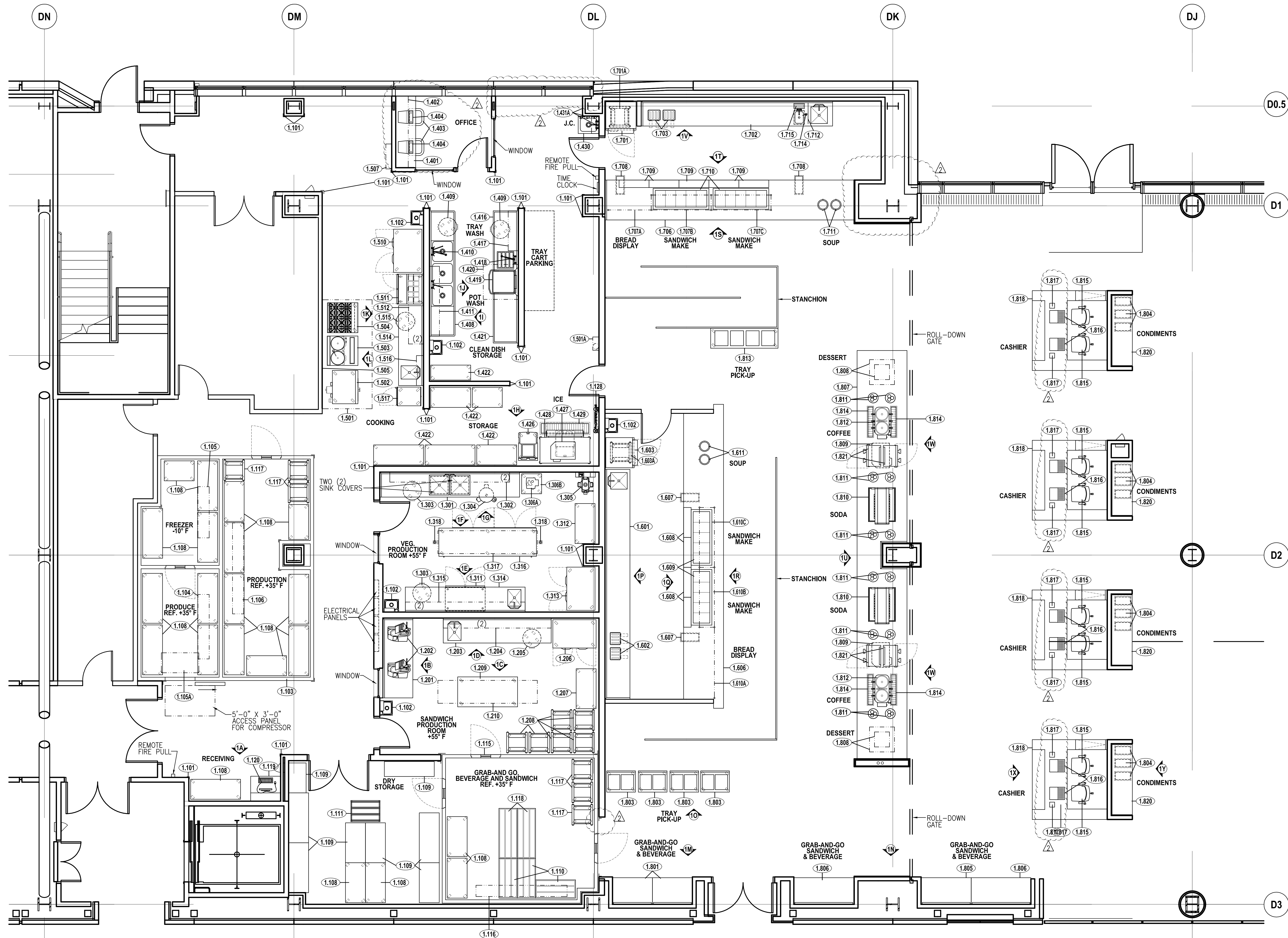
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ADDENDUM 6.1	06-10-2010
NO	ISSUE

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Date 12-17-2010
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Checked AM
Approved AM

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FOODSERVICE
EQUIPMENT PLAN
COLD FOOD KITCHEN
AND SERVERY

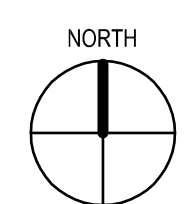
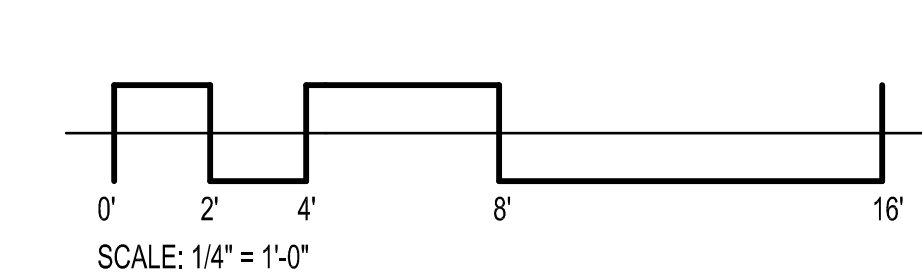
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FS-101.00

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NOTE:
REFER TO SHEET FS-102.00
FOR EQUIPMENT SCHEDULE
& DISHROOM PLANS

ROOF PLAN



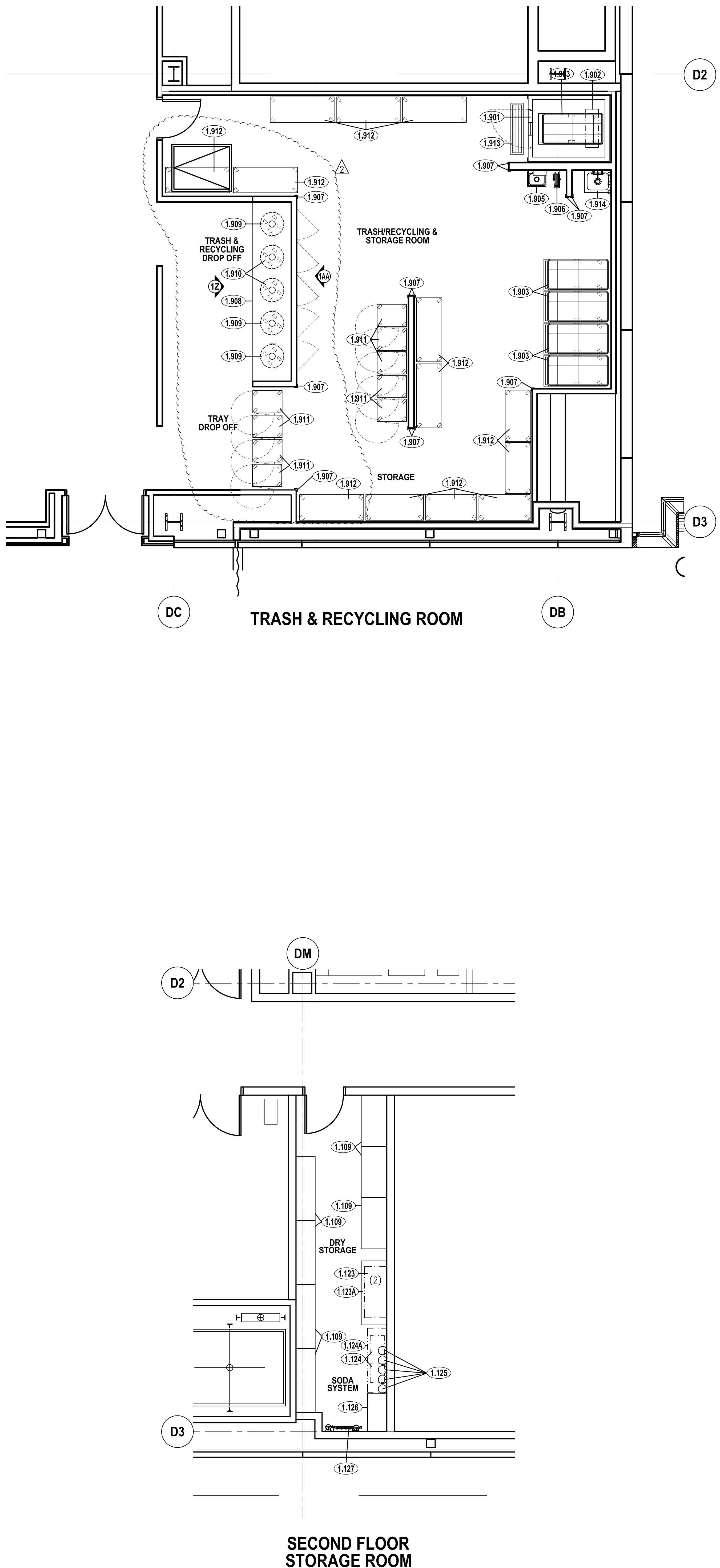
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SCHEDULE OF EQUIPMENT				SCHEDULE OF EQUIPMENT				SCHEDULE OF EQUIPMENT			
ITEM NO.	QTY	DESCRIPTION	REMARKS	ITEM NO.	QTY	DESCRIPTION	REMARKS	ITEM NO.	QTY	DESCRIPTION	REMARKS
1.000		***Cold Food Kitchen and Servery***		1.503	1	Kettle/Cabinet Assembly		2.202	2	Wall Shelf	Future
1.100		***Storage Area***		1.504	1	Range, Six-Burner		2.203	5	Trash Container	Future
1.101	25	Corner Guard		1.505	1	Stainless Steel Wall Sheathing		2.204	5	Universal Rack, Mobile	Future
1.102	5	Hand Sink		1.506	-	Open Number		2.205	1	Prep Table with Sinks	Future
1.103	1	Walk-In Refrigerator, 3-Compt	System A01, Item 1.129	1.507	1	Control Panel, Exhaust Ventilator		2.206	2	Wall Shelf	Future
1.104	1	Evaporator, +35F	System B, Item 1.105A	1.508	-	Open Number		2.207	2	Shelving, Mobile	Future
1.105	1	Evaporator, -10F	System A02, Item 1.129	1.509	-	Open Number		2.208A	1	Stainless Steel Wall Sheathing	Future
1.105A	1	Compressor	System A03, Item 1.129	1.510	1	Freezer, Reach-In		2.208B	1	Stainless Steel Wall Sheathing	Future
1.106	1	Evaporator, +35F		1.511	1	Sandwich Prep Table, Mobile		2.209	-	Open Number	
1.107	-	Open Number		1.512	2	Wall Shelf		2.210	4	Heated Cabinet, Mobile	Future
1.108	21	Shelving, Mobile		1.513	-	Open Number		2.210A	2	Drop Cord	Future; NIKEC / By Construction Manager
1.109	15	Shelving, Storage	(8) Located on Second Floor	1.514	1	Worktable with Sink		2.211	1	Worktable, Mobile	Future
1.110	3	Dunnage Rack		1.515	1	Trash Container		2.212	1	Worktable, Mobile	Future
1.111	1	Can Storage Rack		1.516	1	Pot Rack, Wall-Mounted		2.213	1	Refrigerator, Roll-In	Future
1.112	-	Open Number		1.517	1	Heated Cabinet, Mobile		2.214	-	Open Number	
1.113	-	Open Number		1.600		***Deli Station 1***		2.215	-	Open Number	
1.114	-	Open Number		1.601	1	Backcounter with Sink		2.216	1	Exhaust Ventilator	Future
1.115	1	Walk-In Refrigerator		1.602	2	Toaster, Pop-Up		2.217A	1	Exhaust Ventilator	Future
1.116	1	Evaporator, +35F	System A04, Item 1.129	1.603	1	Refrigerator, Roll-In		2.217B	1	Exhaust Ventilator	Future
1.117	6	Universal Rack, Mobile		1.603A	1	Universal Rack, Mobile		2.218	1	Convection Oven, Double	Future
1.118	2	Dunnage Rack		1.604	-	Open Number		2.219	2	Combi Oven, Double	Future
1.119	1	Receiving Desk, Wall-Mounted		1.605	-	Open Number		2.219A	2	Water Filter	Future
1.120	1	Computer	NIKEC / By Commissioner	1.606	1	Front Counter		2.220	1	Steamer	Future
1.121	-	Open Number		1.607	2	Trash Container		2.221	1	Tilting Kettle, 60 Gallon	Future
1.122	-	Open Number		1.608	4	Cutting Board		2.222	1	Tilting Skillet/Braising Pan	Future
1.123	2	Soda System Chiller		1.609	2	Cold Food Pan, Drop-In		2.223	1	Floor Trough	Future
1.123A	1	Shelving, Solid		1.610A	1	Breath Guard		2.224	-	Open Number	
1.124	2	Carbonator	NIKEC / By Vendor	1.610B	1	Breath Guard with Lights		2.225	-	Open Number	
1.124A	1	Carbonator Shelf	NIKEC / By Vendor	1.610C	1	Breath Guard with Lights		2.226	-	Open Number	
1.125	LOT	CO2 Tank		1.611	2	Soup Well, Countertop		2.227	1	Fire Suppression System	Future
1.126	2	Bag-In-Box Soda System		1.700		***Deli Station 2***		2.228	1	Exhaust Ventilator	Future
1.127	1	Water Filter		1.701	1	Refrigerator, Roll-In		2.229	1	Pizza Prep Table	Future
1.128	1	Water Filter		1.701A	1	Universal Rack, Mobile		2.230	2	Wall Shelf	Future
1.129	1	Refrigerated Rack System	Location TBD By Architect	1.702	1	Backcounter with Sinks		2.231	1	Refrigerator, Reach-In	Future
1.200		***Sandwich Production***		1.703	2	Toaster, Pop-Up		2.232	1	Landing Table, Mobile	Future
1.201	1	Worktable		1.704	-	Open Number		2.233	1	Pizza Oven, Conveyor	Future
1.202	2	Food Slicer		1.705	-	Open Number		2.234	1	Fryer, Double	Future
1.203	1	Worktable with Sink		1.706	1	Front Counter		2.235	1	Dump Station	Future
1.204	2	Wall Shelf		1.707A	1	Breath Guard with Lights		2.236	1	Charbroiler, Countertop	Future
1.205	1	Trash Container		1.707B	1	Breath Guard with Lights		2.237	1	Refrigerated Equipment Stand, Mobile	Future
1.206	1	Refrigerator, Reach-In		1.707C	1	Breath Guard with Lights		2.238	1	Range, Six-Burner	Future
1.207	1	Shelving, Mobile		1.708	2	Trash Container		2.239	2	Warming Bin	Future
1.208	6	Universal Rack, Mobile		1.709	5	Cutting Board		2.300		***Entree, Grill and Pizza Station***	
1.209	1	Worktable, Mobile		1.710	2	Cold Food Pan, Drop-In		2.301	2	Dish Dolly	Future
1.210	1	Evaporator, +55F	System A05, Item 1.129	1.711	2	Soup Well, Countertop		2.302	2	Heated Cabinet, Mobile	Future
1.300		***Production Room***		1.712	1	Partition, 8" High		2.303	2	Hot Well Unit, Drop-In	Future
1.301	1	Prep Table with Sinks		1.713	-	Open Number		2.304	3	Food Warmer Display, Pass-Thru	Future
1.302	2	Wall Shelf		1.714	1	Soap Dispenser, Drop-In		2.305A	1	Breath Guard with Lights	Future
1.303	2	Trash Container		1.715	1	Paper Towel Dispenser, Drop-In		2.305B	1	Breath Guard with Lights	Future
1.304	1	Salad/Vegetable Dryer		1.800		***Grab-and-Go, Beverage, and Cashier Stations***		2.306	1	Front Counter	Future
1.305	1	Vertical Cutter/Mixer		1.801	2	Airscreen	System A07, Item 1.129	2.400		***Dishroom***	
1.306A	1	Food Processor		1.802	-	Open Number		2.401	1	Accumulator	Future
1.306B	1	Equipment Stand, Mobile		1.803	4	Tray Cart, Mobile		2.402	1	Conveyor	Future
1.307	-	Open Number		1.804	12	Trash Container		2.403	1	Waste System, Pulper	Future
1.308	-	Open Number		1.805	1	Airscreen	System A08, Item 1.129	2.404	3	Pre-Rinse Hose	Future
1.309	-	Open Number		1.806	2	Airscreen	System A09, Item 1.129	2.405	2	Corner Guard	Future
1.310	-	Open Number		1.807	1	Front Counter		2.406	2	Silver Soak Sink, Mobile	Future
1.311	1	Refrigerator, Undercounter		1.808	2	Glass Display		2.407	1	Dishwasher, Conveyor-Type	Future
1.312	1	Shelving, Mobile		1.809	2	Ice Maker, Nugget Compressed		2.407A	1	Blower Dryer	Future
1.313	1	Refrigerator, Reach-In		1.810	2	Soda, Ice and Beverage Dispenser		2.408A	1	Dishwasher Vent Duct, Load End	Future
1.314	1	Worktable with Sink		1.811	12	Paper Cup Dispenser		2.408B	1	Dishwasher Vent Duct, Unload End	Future
1.315	2	Wall Shelf		1.812	2	Coffee Urn, Brewer		2.409	1	Control Panel, Conveyor	Future
1.316	1	Refrigerator, Worktop		1.813	2	Tray Cart, Mobile		2.410	1	Clean Dishtable with Rollers	Future
1.317	1	Evaporator, +55F	System A06, Item 1.129	1.814	4	Anti-Splash Drain Trough		2.411	1	Wall Shelf	Future
1.318	2	Drop Cord	NIKEC / By Construction Manager	1.815	8	Chair	NIKEC / By Commissioner	2.412	7	Dish Dolly	Future
1.400		***Warewashing and Support***		1.816	8	POS System	NIKEC / By Commissioner	2.413	5	Glass Rack Dolly	Future
1.401	1	Desk	NIKEC / By Commissioner	1.817	8	POS Printer	NIKEC / By Commissioner	2.414	1	Silver Sorting Table	Future
1.402	1	Wall Cabinet	NIKEC / By Commissioner	1.818	4	Cashier Counter, Open		2.415	1	Recycling Counter	Future; NIKEC / By Construction Manager
1.403	2	Chair	NIKEC / By Commissioner	1.819	-	Open Number		2.416	3	Trash Container	Future
1.404	2	Computer	NIKEC / By Commissioner	1.820	4	Condiment Counter					
1.405	-	Open Number		1.821	2	Milk Dispenser					
1.406	-	Open Number		1.900		***Dishroom***					
1.407	-	Open Number		1.901	1	Walk-In Refrigerator					
1.408	1	Three-Compartment Sink		1.902	1	Evaporator, +35F	System A15, Item 1.129				
1.409	2	Trash Container		1.903	5	Tilt Truck, Mobile					
1.410	1	Pre-Rinse with Add-On Faucet		1.904	-	Open Number					
1.411	1	Wall Shelf		1.905	1	Hand Sink					
1.412	-	Open Number		1.906	1	Spray Hose Reel					
1.413	-	Open Number		1.907	13	Corner Guard					
1.414	-	Open Number		1.908	1	Trash and Recycling Counter	NIKEC / By Construction Manager				
1.415	-	Open Number		1.909	2	Trash Container					
1.416	1	Soiled Dishtable with Pre-Rinse Sink		1.910	3	Recycling Container					
1.417	1	Wall Shelf		1.911	9	Tray Cabinet, Mobile					
1.418	1	Pre-Rinse Faucet		1.912	13	Shelving, Mobile					
1.419	1	Dishwasher, Door Type		1.913	1	Floor Trough					
1.420	1	Condensate Hood		1.914	1	Mop Sink					
1.421	1	Clean Dishtable		2.000		***Hot Entrees Kitchen & Servery***					
1.422	6	Shelving, Mobile		2.100		***Storage Area***					
1.423	-	Open Number		2.101	4	Corner Guard	Future				
1.424	-	Open Number		2.102	1	Hand Sink	Future				
1.425	-	Open Number		2.103	1	Walk-In Refrigerator, 3-Compt	Future				
1.426	1	Ice Bin, Mobile		2.104	1	Evaporator, +35F	Future; System A16, Item 1.129				
1.427	1	Ice Maker, Nugget Compressed		2.105	1	Evaporator, -10F	Future; System C, Item 2.105A				
1.428	1	Ice Bin		2.105A	1	Compressor	Future; System A17, Item 1.129				
1.429	1	Floor Trough		2.106	11	Shelving, Mobile	Future				
1.430	1	Mop Sink		2.107	1	Evaporator, +35F	Future; System A18, Item 1.129				
1.431A	1	Stainless Steel Wall Sheathing		2.108	4	Universal Rack, Mobile	Future				
1.431B	1	Stainless Steel Wall Sheathing		2.200		***Cooking and Prep Area***					
1.500		***Cooking and Prep Area***		2.201	1	Worktable	Future				
1.501	1	Exhaust Ventilator									
1.501A	1	Fire Suppression System									
1.502	1	Convection Oven, Double									

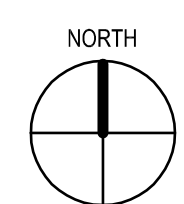
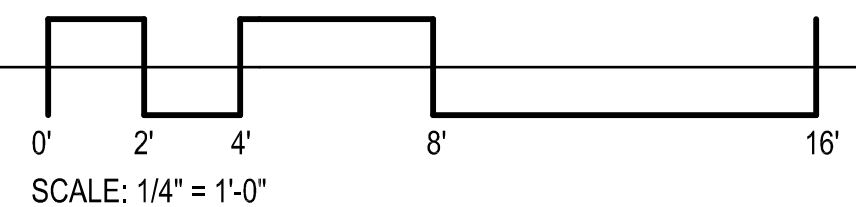
NIKEC - NOT IN KITCHEN EQUIPMENT CONTRACT

KESC - KITCHEN EQUIPMENT SUBCONTRACTOR

EQUIPMENT SCHEDULE IS FOR BOTH SEQUENCE 1 AND 2, REFER TO THE PLAN FOR ITEM QUANTITIES FOR EACH SEQUENCE



SECOND FLOOR STORAGE ROOM



PERKINS + WILL

215 Park Avenue South
4th Floor
New York, NY 10003
212.261.7000
212.261.7111
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NEW YORK POLICE
ACADEMY
SEQUENCE 1

New York City
Police Department
One Police Plaza
New York, NY 10038

New York City
Department of Design
and Construction
30-30 Thompson Avenue
Long Island City, NY 11101

Consulting Architect
Michael Feldman Architects
337 Broome Street, 2nd Floor
New York, NY 10002
212.627.0110
212.627.2473

Civil Engineers
Langan Engineering &
Environmental Services, PC
New York, NY 10001
212.476.5400
212.476.5444

Landscape Design
Balmori Associates
833 Washington Street, 2nd Floor
New York, NY 10014
212.431.9191
212.431.8078

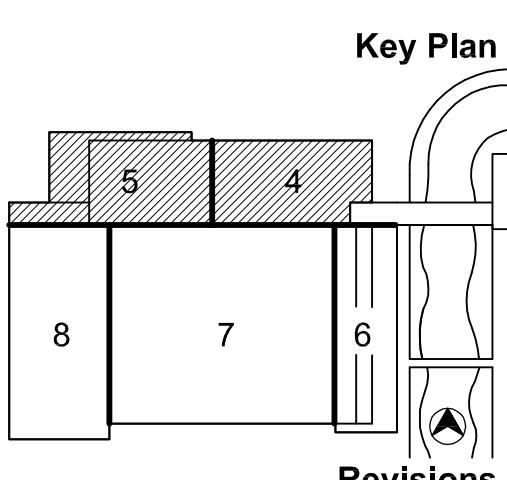
Structural Engineers
Robert Silman Associates
30 University Place
New York, NY 10003
212.680.7979
212.620.8157

Guy Nordenson and
Associates
225 Varot Street, Suite 801
New York, NY 10014
212.766.9119
212.766.9016

MEP & Fire Protection Engineers
WSP Flack + Kurtz
512 Seventh Avenue
New York, NY 10018
212.532.9800
212.686.7469

Security
KROLL
1188 Avenue of the Americas, 28th Floor
New York, NY 10036
212.581.0000
212.581.2631

R	ISSUED FOR COMPLIANCE 02-18-2011
R	FINAL DESIGN 02-18-2011
R	TRN FINAL DESIGN 10-07-2010
R	FOUNDATIONS - ISSUED FOR BID 06-25-2010
F	DESIGN DEVELOPMENT 04-30-2010
	Drawing Issue Date



Δ	ADDENDUM 15.1	02-18-2011
Δ	ADDENDUM 8.1	06-10-2010
NO	ISSUE	DATE
Sheet Information		
Date	12-17-2010	
Job Number	033522-000	
Drawn	CAD	
Checked	AM	
Approved	AM	

WEST CAMPUS -
FOODSERVICE
EQUIPMENT PLAN
AND SCHEDULE
COLD FOOD
DISH ROOM/STORAGE

Sheet
FS-102.00

Not Issued for Construction
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ATTACHMENT D – PROPOSAL COVER LETTER

ATTACHMENT D – PROPOSAL COVER LETTER

**RFP TITLE: CONCESSION FOR OPERATION AND MAINTENANCE OF CAFETERIA AT
THE NYPD POLICE ACADEMY
#177-22-0322**

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____ **Email:** _____

Proposer's Authorized Representative:

This is to certify that this proposal is a Contractor offer.

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT E – TAX AFFIRMATION

VENDOR'S AFFIRMATION

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

Full name of Vendor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Vendor: _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A - _____ Individual or Sole Proprietorship *

SOCIAL SECURITY NUMBER: _____

B. _____ Partnership, Joint Venture or other non-incorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C. _____ Corporation (If a corporation place seal below

EMPLOYER IDENTIFICATION NUMBER: _____

*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

**ATTACHMENT F –
ACKNOWLEDGEMENT OF ADDENDA**

ATTACHMENT F - ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: **CONCESSION FOR OPERATION AND MAINTENANCE OF CAFETERIA
AT THE NYPD POLICE ACADEMY**

PIN NO.: _____

INSTRUCTIONS: **COMPLETE PART I, OR PART II WHICH EVER IS APPLICABLE**

PART 1: **LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS RFP.**

ADDENDUM #1, DATED _____

ADDENDUM #2, DATED _____

ADDENDUM #3, DATED _____

ADDENDUM #4, DATED _____

ADDENDUM #5, DATED _____

ADDENDUM #6, DATED _____

ADDENDUM #7, DATED _____

ADDENDUM #8, DATED _____

ADDENDUM #9, DATED _____

ADDENDUM #10, DATED _____

PART II: ☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

NOTE: THE PROPOSER MUST SIGN AND COMPLETE THIS FORM

COMPANY NAME _____

PROPOSER NAME _____

PROPOSER (SIGNATURE) _____

TITLE _____

DATE _____

Attachment G – Price Proposal

Attachment G – Price Proposal

Instructions: Price Proposal is the highest sum Proposer is prepared to pay as a fee, expressed as a guaranteed percentage of gross receipts.

Fee Offer: _____% of gross receipts

**ATTACHMENT H –
NYC MAYOR’S OFFICE OF CONTRACT
SERVICES
DOING BUSINESS DATA FORM**

Doing Business Data Form

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 Doing Business Accountability at DoingBusiness@mocs.nyc.gov or 212-298-0600 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

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.

(Select One)

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

Entity is a Non-Profit

☐ 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

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

☐ This position does not exist

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

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

☐ This position does not exist

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

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

☐ This position does not exist

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 Doing Business Accountability.

Standard Form

**ATTACHMENT I –
MACBRIDE PRINCIPLES PROVISIONS
FOR NEW YORK CITY CONTRACTORS
RIDER**

MACBRIDE PRINCIPLES PROVISIONS FOR NEW YORK CITY CONTRACTORS RIDER

ARTICLE I: NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 31 3(b)(2) of the City Charter.

In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent 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.

PART B

For purposes of this section, the following terms shall have the following meanings:

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II: ENFORCEMENT OF ARTICLE I

The Contractor agrees that the covenants and representations in Article I above are material conditions to this Agreement. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this Agreement for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the contracting entity of completing performance of this Agreement either itself or by engaging another contractor or contractors. In the case of a requirements contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this Agreement, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this Agreement or by operation of law.

Dated: __, New York
 __, 20

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
__ day of __, 20

Notary Public

Dated:

**ATTACHMENT J –
IRAN DIVESTMENT ACT COMPLIANCE
RIDER FOR NEW YORK CITY
CONTRACTORS**

**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 –
SUBCONTRACTOR COMPLIANCE
NOTICE**

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is 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. Thereafter, 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, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

**ATTACHMENT L –
DIRECT DEPOSIT/ELECTRONIC FUNDS
TRANSFER (EFT) VENDOR PAYMENT
ENROLLMENT FORM**

**DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT)
VENDOR PAYMENT ENROLLMENT FORM**

Mail to: NYC Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 - Attention: EFT, or
Fax to: EFT at 212-487-3027 or 212-487-3026

**ENROLLMENT****MODIFICATION**

INSTRUCTIONS: Please check only one of the two boxes above. Check the Enrollment box to sign up for EFT. Check the Modification box if you are currently enrolled and are making changes to the Vendor and/or Financial Institution information you have already submitted.

The person completing this form must be an individual who can authorize changes related to SECTION II - FINANCIAL INSTITUTION INFORMATION. **The Person signing this form in Section III must be the same Contact Person in Section I.**

Please complete all sections of this Enrollment Form and attach a voided check, a copy of an encoded deposit slip that includes an imprinted vendor's name, the first page of a bank statement OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments.

Note: Your application cannot be processed without this documentation. See the reverse side for more information and instructions.

SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER:
(AS IT APPEARS ON W-9 FORM)

2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):

3. VENDOR'S ADDRESS (FOR EFT ENROLLMENT PURPOSES):

4. VENDOR'S EMAIL ADDRESS:

5. CONTACT PERSON'S NAME:

6. CONTACT TELEPHONE NUMBER:

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:

2. ACCOUNT NAME:

3. BANK NAME:

4. BANK BRANCH ADDRESS:

5. BANK 9-DIGIT ROUTING NUMBER:
(LOCATED AT THE BOTTOM OF CHECK)

6. ACCOUNT TYPE - MUST BE EITHER CHECKING OR SAVINGS:
(CHECK ONE BOX ONLY)



CHECKING



SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:

8. TELEPHONE NUMBER:

SECTION III - VENDOR SIGNATURE AND AUTHORIZATION

I, hereby confirm my authority, as an authorized signer of the above-referenced bank account, to issue these instructions to credit and/or debit the bank account. I authorize the City of New York to Direct Deposit all entitled payments to the account specified above and to initiate (if necessary) debit entries or adjustments for any credit (i) made in error, (ii) of an incorrect amount, (iii) that were duplicates of a correct payment. I understand that this authorization will remain in effect until a written authorization requesting cancellation is submitted to the fax number(s) above.

1. VENDOR SIGNATURE - MUST BE THE SAME CONTACT PERSON FROM SECTION I

2. DATE - MM/DD/YYYY

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to:

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

or Fax to: EFT at 212-487-3027 or 212-487-3026.

This completed form can be saved to your computer. Please retain a copy for your records.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's email address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. The contact person must be authorized to make changes in the Financial Institution Information below in Section II. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Bank name
4. Bank address
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE AND AUTHORIZATION

Sign and date where indicated. **Note: The person signing this form must be the same contact person as stated in Section I.**

**ATTACHMENT M –
HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING
REQUIREMENTS**

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 N –
WHISTLEBLOWER PROTECTION
EXPANSION ACT RIDER**

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.

APPENDIX A

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

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ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

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

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

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

C. “City” means the City of New York.

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

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

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

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

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

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

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

K. “Procurement Policy Board” or “PPB” means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.

L. “PPB Rules” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 *et seq.*

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

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

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

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

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

Section 2.02 Conflicts of Interest

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

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Section 2.02(B) shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

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

Section 2.03 Certification Relating to Fair Practices

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

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

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

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

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

Section 2.04 Disclosures Relating to Vendor Responsibility

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

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

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

Section 2.06 Authority to Execute Agreement

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

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

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

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

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

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

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

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

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

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

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

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

¹ Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

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

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

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

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

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

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

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

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

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

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

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

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

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

Section 4.02 Employees and Subcontractors

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

Section 4.03 Removal of Individuals Performing Work

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

Section 4.04 Minimum Wage; Living Wage

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

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

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

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

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than \$1,000,000.00, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than \$750,000.00, checks issued by a subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

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

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

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

8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or

any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

Section 4.05 Non-Discrimination in Employment

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

B. N.Y. Labor Law § 220-e. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

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

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

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

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

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

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

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

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

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

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

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

a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability,

marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

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

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

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

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

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

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

- a. Disapproval of the Contractor; and/or
- b. Suspension or termination of the Agreement; and/or
- c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.

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

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

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

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

Section 4.06 Paid Sick Leave Law

A. Introduction and General Provisions.

1. The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of

work in New York City to be provided with paid sick time.² 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 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 Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

2. An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.

3. An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency; or

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

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

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

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

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

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

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

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

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

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

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

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken

by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

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

G. *Enforcement and Penalties.*

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

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

H. *More Generous 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.

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

	<p>\$ _____ Computer Fraud</p> <p>\$ _____ Funds Transfer Fraud</p> <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	

Appendix A January 2018 Final

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:

- (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 _____

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