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 President

January 3, 2012

OPERATING PROCEDURE 100-5¹
PROCUREMENT METHODS, REQUIRED APPROVALS
AND REPORTING

TO: DISTRIBUTION D
 FROM: Alan D. Aviles *ADA*

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¹ This Operating Procedure supersedes the following Operating Procedures: 20-3; 100-5; 110-1; 110-6; 110-21; 110-22; 110-24; 110-27; 110-28; 110-29; 110-30; 120-15; 200-2; and 200-3. Additionally, the following Operating Procedures are modified in part: 20-16 and 130-1.

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PART I
INTRODUCTION AND PROCUREMENT OVERVIEW

ARTICLE I
INTRODUCTION

A. **Purpose:** This Procedure establishes rules for contracting for all Goods, Equipment, Construction Services, Non-Professional and Professional Services for the Corporation and the different approvals required depending on the type of procurement and the cost.

B. **Policy:** The underlying purposes of this Procedure are to: (i) enable the Corporation to obtain the best prices and most favorable terms its contracting; (ii) protect against corruption, self dealing, fraud, and abuse; (iii) safeguard the integrity of the procurement system and its fairness to contractors; and (iv) promote simplicity and consistency so that the procurement system is efficient and easy to use. This Procedure shall be interpreted and implemented to further such purposes.

C. **Procurement Overview and Chart:** There are seven methods the Corporation can use to contract for Goods, Equipment, Construction Services, Non-Professional and Professional Services: (i) accessing an existing contract available to the Corporation through an approved Third Party Contract including a Group Purchasing Organization or a government contract; (ii) Formal and Informal Bidding; (iii) a Request for Proposals; (iv) a Negotiated Acquisition; (v) a Sole Source Acquisition; (vi) as part of a Construction Project; or (vii) through an Auction. The chart appearing at pages 2 – 5 gives a summary of when each method is appropriate, the procedures and the approvals each requires. The text that follows provides additional details and relevant definitions.

GLOSSARY OF TERMS USED IN THE CHART ON THE FOLLOWING PAGES

“DBDF” Doing Business Data Forms discussed at Article X. (C)

“EEO” Equal Employment Opportunity/Affirmative Action rules at Article X. (I.)

“INFORMAL BIDDING” Uses telephone bids rather than written bid packages

“MOD RFP” Modified RFP refers to a process approved by Corporate Finance and the Office of Legal Affairs in accordance with applications promulgated by those departments (similar to the previous “Under \$50,000” process)

“PMDF” Participating Member Designation Form issued by GPOs (Art IV)

“RFB” Request for Bids

“RFQ” Request for Quotation

“TPC” Third Party Contract made available to the Corporation by governmental bodies such as the City the State or the Federal government and also Group Purchasing Organizations

Construction

Cost	Method	Outreach	Response	Selection	Vendex	EEO	Advertis'g	DBDF	Approval(s)
\$0-4,999	RFB	Site Visit	Bid	Price and Quality	N	N	N	N	Local
\$5,000-\$20,000	RFB	Telephone 3 bidders and site visit	Bid	Price and Quality	N	N	N	N	Local
\$20,001 – \$24,999	Formal Bidding	Write to at least 3 bidders and site visit	Bid	Price	N	N	Y	N	ED
\$25,000-\$99,999	Formal Bidding	Write to at least 3 bidders and site visit	Bid	Price	N	Y	Y	N	ED
\$100,000-\$2,999,999	Formal Bidding	Write to at least 3 bidders and site visit and bidders conference	Bid	Price	Y	Y	Y	N	ED, SVP, CRC
\$3,000,000 and above	Formal Bidding	Write to at least 3 bidders and site visit and bidders conference	Bid	Price	Y	Y	Y	N	ED, SVP, CRC, Board

Equipment

Cost	Method	Outreach	Response	Selection	Vendex	EEO	Advertis'g	DBNY	Approval(s)
\$0-4,999	RFB	Optional	Bid	Price	N	N	N	N	Local
\$5,000-\$24,999	RFB	Telephone 3 bidders	Bid	Price	N	N	N	N	Local
\$25,000-\$99,999	Formal Bidding	Write to at least 3 bidders	Bid	Price	N	Y	N	N	Local
\$100,000 - \$2,999,999	Formal Bidding	Write to at least 3 bidders, optional bidders' conference	Bid	Price	Y	Y	Y	N	SVP, CRC
\$3,000,000 and above	Formal Bidding	Write to at least 3 bidders, optional bidders' conference	Bid	Price	Y	Y	Y	N	SVP, CRC, Board
\$0-99,999	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	N	N	N	N	Local
\$100,000 - \$2,999,999	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified *	N	N	N	SVP, CRC
\$3,000,000 and above	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified *	†	N	N	ED, SVP, CRC, Board
\$100,000 - \$2,999,999	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC
\$3,000,000 and above	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC, Board
\$100,000 and above	Auction	Price Ceiling of pre-identified item	Advise if winning bid	Price	N	N	N	N	OFD

† only required for non government TPCs over \$3million

* See Special rules for TPCs at Art. X, Section D(vii)

Items:

Lease rental of medical surgical movable equipment

Lease rental of non medical movable equipment

Medical Equipment—Asset

Non-Medical Equipment— Asset

Goods									
Cost	Method	Outreach	Response	Selection	Vendex	EEO	Advertising	DBDF	Approval(s)
\$0-4,999	RFB	Optional	Bid	Price and Quality	N	N	N	N	Local
\$5,000-\$24,999	RFB	Telephone 3 bidders	Bid	Price and Quality	N	N	N	N	Local
\$25,000-\$99,999	RFB	Write to 3 bidders	Bid	Price and Quality	N	Y	N	N	Local
\$100,000 and above	Formal Bidding	Write to at least 3 bidders, bidders' conference	Bid	Price	Y	Y	Y	N	Local
\$100,000 and above	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC
\$0-99,999	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	N	N	N	N	Local
\$100,000 and above	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified*	†	N	N	Local
\$100,000 and above	Auction	Price Ceiling of pre-identified item		Price	N	N	N	N	OFD

* See Special VENDEX rules at Art. X, (D)(vii)

† only required for non government TPCs over \$3 million

Items:

ANESTHETIC
 ANTIHISTAMINES
 ANTI-INFECTIVE AGENTS
 ANTI-INFECTIVE AGENTS
 ANTINEOPLASTICS
 AUTONOMIC AGENTS
 BIOLOGICAL – OTHER
 BIOLOGICAL RESPONSE MODIFIER
 BLOOD DERIVATIVES
 BLOOD FORMAT & COAGULATION
 BULK OXYGEN
 CARDIOVASCULAR AGENTS
 CENTRAL NERVOUS SYSTEM AGENTS
 CLEANING SUPPLIES
 COMPUTER SOFTWARE
 COMPUTER SUPPLIES
 DENTAL AGENTS
 DENTAL IMPLANTS & PROSTHESIS
 DIAGNOSTIC AGENTS
 DIETARY SUPPLIES
 DISINFECTANT (OTHER THAN SKIN)
 DISPOSABLE PACKS
 DUES BOOKS & SUBSCRIPTIONS

ELECTROLYTE SOLUTIONS
 EMP WEAR APPAREL-DISPOSABLE
 EMPLOYEE WEAR APPAREL-REUSE
 ENGINEERING/MAINT SUPPLIES
 ENZYMES
 EXPECTORANTS & ANTITUSSIVES
 EYE EAR NOSE THROAT AGENTS
 FOOD
 FOOD SUPPLEMENTS
 FREIGHT
 GASOLINE FOR HHC VEHICLES
 GASTROINTESTINAL DRUGS
 GOLD COMPOUNDS
 HEAVY METAL ANTAGONISTS
 HORMONES & SYNTH SUBSTANCE
 HOUSEKEEPING SUPPLIES
 IMPLANTS
 INVESTIGATIONAL AGENTS
 IV SOLUTIONS
 LABORATORY SUPPLIES
 LICENSES AND TAXES FEES
 LINEN AND BEDDING DISPOSABLE
 LINEN AND BEDDING REUSABLE

LOCAL ANESTHETICS
 MEDICAL INSTRUMENTS
 MEDICAL SURGICAL SUPPLIES
 NON-IONIC CONTRAST MEDIA
 NON-MED&NON-SURG SUPPLIES
 OFFICE AND ADMIN SUPPLIES
 ORTHOTICS AND PROSTHESIS
 OXYGEN AND MEDICAL GASES
 OXYGEN CYLINDERS
 OXYTOCICS
 PACEMAKERS
 PAPER
 PATIENT WEAR APPAREL-DISPSBL
 PATIENT WEAR APPAREL-REUSE
 PATIENTS RECREATION
 PHARMACEUTICALS
 POSTAGE
 PROTECTIVE SHARPS
 RADIOACTIVE & ANTIRAD AGENTS
 RADIOACTIVE SUBSTANCES
 RADIOLOGY FILM
 REAGENT PRICE AGREEMENT
 REAGENT RENTAL

RX SUPPLIES NON DRUGS
 SERA TOXICS' VACCINES
 SKIN & MUCOUS MEMB. AGENTS
 SMOOTH MUSCLE RELAXANTS
 STENTS
 TELEPHONE & OTHER COMM SERV.
 TONER/CARTRIDGE
 UNCLASSIFIED THERAPEUTIC AGENT
 UNIVRSL SAFEGRD-WEAR APPAREL
 UTILITY GAS
 UTILITY GAS DCAS DIRECT CHARGES
 UTILITY-ELECTRIC DECAS CHARGE
 UTILITY-ELECTRIC FACILITY CHARGE
 UTILITY WATER
 VEHICLE SUPPLIES
 VITAMINS
 WHOLE BLOOD
 WOUND CARE SUPPLIES

Non-Professional Services ***

Cost	Method	Outreach	Response	Selection	Vendex	EEO	Advertis'g	DBDF	Approval(s)
\$0-4,999	RFQ	Optional	Quote	Price and Quality	N	N	N	N	Local
\$5,000-\$24,999	RFQ	Telephone 3 bidders	Quote	Price and Quality	N	N	N	Y	Local
\$25,000-\$99,999	RFQ	Write to 3 bidders	Quote	Price and Quality	N	Y	N	Y	Local
\$100,000-\$2,999,999	Formal Bidding	Write to at least 3 bidders, bidders' conference	Bid	Price	Y	Y	Y	N	Local
\$3 million and above	Formal Bidding	Write to at least 3 bidders, bidders' conference	Bid	Price	Y	Y	Y	N	SVP, CRC, Board
\$100,000 - \$2,999,999	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC
\$3 million and above	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, CRC, Board
\$0-99,999	TPC	Identify Vendors from third party contract list	PMDF	Price and Quality	Modified *	†	N	N	Local
\$100,000 - \$2,999,999	TPC	Identify Vendors from third party contract list	PMDF	Price and Quality	Modified *	†	N	N	Local
\$3 million and above	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified *	Y	N	N	SVP, CRC, Board

*** See Special Subjects at Article XII for special rules for IT Contract renewals

† Only required for non-governmental TPCs

*See special rules for TPCs at Article X, Section D(vii)

Items:

Computer Hardware Maintenance
 Computer Software Maintenance
 Contracted Service Collection Agency Fees
 Contracted Service Data Processing
 Contracted Service Facility Maintenance
 Contracted Service Language interpreting
 Contracted Service Laundry
 Contracted Service Transcription
 Contracted Services not otherwise identified in other expense

General Insurance
 Hospital waste hazardous and regulated
 Hospital waste non hazardous non regulated
 Laboratory Contracted Service
 Maintenance Agreement Medical Equipment
 Maintenance Agreement of non Medical Equipment
 Malpractice Insurance
 Off-site storage fees
 Other fees not otherwise identified

Patient Transportation Service
 Sales Taxes Fees
 Shredding HIPAA Compliance and Regulations
 Special Event expense (Reserved for Central Office)

Professional Services									
Cost	Method	Outreach	Response	Selection	Vendex	EEO	Advertisin g	DBDF	Approval(s) β
\$0-4,999	Mod. RFP	Optional	Proposal	Price and Quality	N	N	N	N	Local
\$5,000- \$24,999	Mod. RFP	Telephone 3 bidders	Proposal	Price and Quality	N	N	N	Y	SVP, SVP Finance, GC
\$25,000- \$99,999	Mod. RFP	Write to at least 3 bidders	Proposal	Price and Quality	N	Y	N	Y	SVP, SVP Fin, GC
\$0-99,999	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	N	†	N	N	Local, GC, SVP Finance
\$100,000 - \$2,999,999	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified*	†	N	N	SVP, CRC
\$3,000,000 and above	TPC	Identify Vendors from third party contract lists	PMDF	Price and Quality	Modified*	†	N	N	SVP, CRC, Board
\$100,000 - \$2,999,999	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC
\$3,000,000 and above	RFP, NA or Sole Source	If applicable, write to at least 3 proposers, proposers' conference	Proposal	Price and Quality	Y	Y	Y	Y	SVP, SVP Finance, GC, CRC, Board

* See special rules for TPCs at Art. X, Section D(vii)

† Only required for non-governmental TPCs

Items:

β regardless of dollar amount all contracts for audit services require CRC and Board approval and all medical affiliation agreements require Board approval

ADVERTISING

AUDIT FEES

CONSULTING FEES OPERATIONAL

FINANCIAL CONSULTING FEES

HOME HEALTH AID FEES

IT CONSULTING FEES

LEGAL FES

LICENSED PRACTICAL NURSE FEES

MARKETING

NURSES AIDE FEES

NUTRITIONIST FEES

OTHER PROFESSIONAL SERV. FEES

PHYSICIAN FEES

REGISTERED NURSE FEES

TEMPORARY EMPLOYMENT

THERAPIST FEES

D. **Effectiveness:** The procedures established herein are effective immediately and shall remain in effect until modified or superseded by the President in writing.

E. **Definitions:** The following defined terms are used in this Procedure:

“Affirmative Action/Equal Employment Opportunity Office” or “AA/EEO Office” The Central Office department responsible for ensuring compliance with applicable affirmative action and equal employment opportunity laws and regulations.

“Auction” The holding of a public sale of Goods under court order, pursuant to an arrangement for the benefit of creditors, upon a business liquidation or in a similar situation where (a) there is a reasonable expectation that the Goods might be purchased at prices below their normal market price; (b) the prices of the Goods are not established in advance; (c) subject to the possible imposition by the seller of a minimum price or a “reserve,” the price of the Goods will be established based upon competitive bids submitted by prospective purchasers within a pre-determined time period; (d) the payment terms are established in advance; (e) neither the bidding method nor the price is susceptible to prior negotiation; (f) the method for the conduct of the sale generally allows for the participation of the general public; and (g) payment for the Goods is required within a short time after the successful bidder is determined or immediately upon the determination of the successful bidder.

“Contract Review Committee” or “CRC” A committee established by the President to review certain procurement transactions as described in Article II of this Procedure.

“Construction Project” The totality of the work and materials needed to complete a capital improvement or addition to one of the Facilities and includes all elements that are planned, budgeted or contracted together. The object of such definition is to make it possible to consider such projects as a single endeavor. That a single entity will oversee or coordinate the entire effort will render the entire effort a single Construction Project. If a project is to be constructed in phases, all of the phases shall be considered together as a single Construction Project.

“Construction Services” The services required to complete a Construction Project.

“Doing Business Data Form” or “DBDF” A form required to be completed by the City’s Mayor’s Office of Contract Services as detailed in Article X(C), hereof.

“Equipment” Those items listed in the Chart starting at Page 2 of this Procedure and identified as Equipment.

“Facility” and “Facilities” The properties operated by the Corporation including hospitals, diagnostic and treatment centers, other health-related facilities and Central Office.

“Formal Bidding” A formal, structured method for soliciting competitive bids to purchase Goods and Non-Professional Services including the procedures required by NY General Municipal Law Article 5-A to be used to procure Construction Services.

“Goods” Those items listed in the Chart starting at Page 2 of this Procedure and identified as Goods.

“Group Purchasing Organization” or “GPO” An organization that procures vendors of Goods and services, negotiates standard contracts for the purchase of such Goods and services from such vendors using the aggregated purchasing power of the participants in such organization to obtain relatively low prices for such Goods and services and makes available to its participants the right to access such vendors and the contracts that the GPO has negotiated.

“Negotiated Acquisition” or “NA” A procurement technique to be used where it is unclear how a service should be best performed and it is shown that the Corporation will obtain the best price and terms through negotiation with a limited number of qualified contractors.

“Non-Professional Services” Services, the performance of which are so standardized and with respect to which there is so little variation in how the service is rendered and so little room for judgment in the performance of such service that any person or firm that meets minimum standards for its performance would be qualified and be equally acceptable and where the sole criteria in selecting a qualified vendor is price.

“Office of Facilities Development” or “OFD” The Central Office department responsible, among other things, for all Central Office construction procurement, for providing assistance to the Facilities in their procurement of Construction Services, for procuring all Construction Services for Construction Projects that will cost more than \$1 million and for managing the capital budget.

“Panel of Contractor Responsibility” or “POCR” A Central Office administrative body consisting of officers of the Corporation or their designees that has the sole authority to address certain issues that arise during the procurement and management phases of construction contracts covered by this Procedure.

“Professional Services” Services that may be performed in a wide variety of ways, that involve the use of judgment and/or specialized skill, and that, when procured, require consideration of factors in addition to price. A “Professional Services Agreement” is an agreement for Professional Services.

“Request for a Bid” or “RFB” A Formal Bidding procedure involving advertisement and written bids as provided in this Procedure.

“Request for Proposals” or “RFP” A formal procurement procedure involving the posting and advertising of solicitations for the procurement of Goods or services as provided in this Procedure, the use of a structured process to evaluate proposers taking into account factors in addition to price and the making of an award based upon such process.

“Sole Source” The procurement of a item or service after considering only a single vendor because that vendor is the only viable candidate. See Article VII(A)(iii).

“Senior Responsible Administrator” The most senior staff person or officer with immediate responsibility for the operation of a Facility or a Central Office unit.

“Supply Chain Council” or “SCC” A committee established by the President to provide guidance and recommendations for the Corporation’s procurement and to enforce standardization throughout the Corporation for the procurement of certain Goods and services and require that certain procurement be undertaken on a Corporate-wide basis.

“Third Party Contracts” or “TPCs” Contracts negotiated and then made available to the Corporation by governmental bodies such as the City, the State or the Federal government and non-governmental GPO contracts.

PART II
ROLES AND RESPONSIBILITIES

ARTICLE II
CONTRACT REVIEW COMMITTEE

A. **General Rule:** For procurements requiring Board authorization before contracting, the prior approval and report of the CRC is required. Additionally, the CRC shall be responsible for reviewing and approving all procurements except for “Goods” when the contract amount will be over \$100,000 even if the transaction will not require Board approval. No such contract shall proceed without CRC approval. All contracts for Construction Services and for the Equipment that costing more than \$100,000 but less than \$3 million also require CRC approval provided that the CRC review function for such transactions shall be delegated to the senior officer responsible for the OFD. All contracts in the area of information systems for services and Equipment obtained through TPCs costing more than \$100,000 but less than \$3 million shall also require CRC approval, provided that the CRC function shall be delegated to the Senior Vice President/Chief Information Officer. In both of these cases of delegation, the officer delegated shall keep a record of his/her review of the transactions in question and submit to the CRC quarterly reports of the transactions reviewed and such reports shall be subject to audit by Internal Audits.

B. **Composition:** The CRC shall be comprised as the President shall direct in writing, or, in the absence of contrary direction, of the following individuals or their designees:

- i. Corporate Chief Operating Officer acting as Chairperson of the Committee;
- ii. Senior Vice President, Finance;
- iii. General Counsel;
- iv. Chief of Staff to the President;
- v. The designee of the Chairperson of the Board;
- vi. Senior Vice President/Chief Information Officer;
- vii. Assistant Vice President for EEO/AA;
- viii. Each of the six Network Sr. Vice Presidents; and
- ix. Special Assistant to the COO (non-voting), acting as Secretary.

C. **Purpose:** In all cases, the CRC shall conduct its reviews and issue its approvals so as to promote the goals of this Procedure as stated in Article I, Section B, “Policy.” When the CRC is empowered by this Procedure to approve the procurement of a contract that is not also

subject to the approval of the Board, the CRC shall also be responsible to confirm that the proposed contract is in the best interests of the Corporation.

D. Procedure: The CRC shall promulgate guidelines consistent with this Procedure that shall be the basis for the above referenced approvals. The CRC shall meet at least twice monthly unless it has no matters to consider. Despite Board and/or CRC review, the Office of Legal Affairs shall be required to sign off on the form of all contracts presented to the President for signature and any contracts that deviate from standard forms promulgated by the Office of Legal Affairs.

E. Reports: The CRC shall promptly forward to the Board reports of all contracts approved by the CRC that require Board authorization prior to execution. The CRC will advise the Board periodically (but at least quarterly) of all contracts that were approved by the CRC but that did not require Board approval. Finally, the CRC shall report to the Board at such intervals as the Board requests the total contract spending of the Corporation organized by vendor listing the largest vendors accounting for approximately 80% of the Corporation's purchasing, indicating the spending associated with each individual contract as well as the subject and expiration date of each contract. The CRC shall also be the body responsible for coordinating the preparation of any other contracting reports requested by the Board.

ARTICLE III SUPPLY CHAIN COUNCIL

A. General Rule: The SCC shall conduct value analysis and other studies to determine when a particular brand and/or type of Goods, Equipment, Construction Services, Non-Professional and Professional Services should be procured by the Corporation on a Corporate-wide basis to achieve optimal value. Upon making such a determination (and subject to the following of a procurement process consistent with this Operating Procedure) the SCC may require that only such brand and/or type of service be procured throughout the Corporation and may preempt all other attempted procurement of such Goods, Equipment, Construction Services, Non-Professional and Professional Services by individual Facilities or Central Office units.

B. Composition: The SCC shall be comprised as the President shall direct in writing or, in the absence of contrary direction, of the following individuals or their designees: Corporate Chief Operating Officer, SVP for Finance/CFO, SVP/Chief Information Officer, SVP/Chief Medical Officer, and the SVP for each regional Network.

C. Purpose: The primary purpose of the SCC shall be to find efficiencies and economies in the Corporation's procurement. In this regard, the SCC shall identify areas where standardization or centralized procurement can achieve cost savings by harnessing the combined purchasing power of the various Facilities.

D. Procedure:

- i. Standardization. If the SCC identifies any service or product or brand of service or product as one that should become the standard for the Corporation, the SCC shall issue a directive to all Facilities and to each Central Office unit and thereafter the identified service or

product or brand of service or product shall be the only one purchased or otherwise obtained for the Corporation. Such directive shall be issued by the appropriate subcommittee chairperson and shall briefly state the basis for the directive.

ii. *Central Procurement.* If the SCC identifies any service or product the procurement of which should be centralized for the entire Corporation, the SCC shall issue a directive to all Facilities and to each Central Office unit. Thereafter the identified service or product shall be procured only by Central Office. Such directive shall be issued by the appropriate subcommittee chairperson.

iii. *SCC Procurement.* If the SCC determines that the procurement of a service or product should be made only centrally for the whole Corporation under the SCC's authority, the SCC shall procure such service or product but only in accordance with the terms of this Procedure including the use of an approved competitive process and submission to the CRC and to the Board.

iv. *SCC Lists of Controlled Procurement.* Periodically, the SCC shall distribute to all purchasing units of the Corporation a list of (a) all Goods, Equipment, Construction Services, Non-Professional and Professional Services as to which it has directed that procurement be standardized; (b) the manufacturer or vendor that is to become the uniform source of such Goods or services; and (c) those Goods and services that are to be procured only centrally through a Corporate-wide procurement.

v. *Management of TPC Relations.* The SCC shall be responsible for establishing TPC contracts and relationships. The SCC shall maintain and circulate a list of those TPCs that are available to the Corporation. All governmental contracts shall be available to the Corporation without SCC approval.

PART THREE
RULES FOR EACH METHOD OF PROCUREMENT

ARTICLE IV
THIRD PARTY CONTRACTS

A. **When Appropriate:** Except for Construction Services, any Goods, Equipment or services needed by the Corporation may be purchased through a TPC.

B. **Due Diligence:** Before entering into any contract made available through a TPC, Facilities and Central Office units must exercise due diligence to determine that the price is favorable to the Corporation. Due diligence may be performed by, among other methods, comparing the price available through the TPC to listed prices for equivalent Goods or services, by comparing the price to that paid previously by the Corporation for similar Goods or services, by comparing the price to that available through other TPCs or issuing a request for expression of interest to vendors available through TPCs or otherwise. When the proposed contract is large, Facilities and Central Office departments should contact the SCC to determine if preferential prices might be negotiated by having the SCC aggregate the need for such Goods or services across the Corporation into a Corporate-wide contract. A contemporaneous written record of these due diligence efforts shall be maintained for examination on audit.

C. **Approvals:** CRC and Board approvals are required if the contract is for \$3 million or above unless the procurement is for Goods.

ARTICLE V
SMALL TRANSACTION FORMATS

A. **When Appropriate:** The small transaction formats are appropriate for transactions under \$100,000.

B. **Professional Services Agreements under \$100,000:** Due diligence must be used in selecting a vendor to perform Professional Services. For contracts exceeding \$4,999, use HHC Form 1 "Professional Service Checklist" (attached as Small Transaction Exhibit 1) to document the vendor selection process. Use HHC Form 2, "Professional Services Agreement" (attached as Small Transaction Exhibit 2) together with the attachments referred to in such form as the contract for the service.

i. ***Segmentation Prohibited.*** Two or more contracts may not be awarded to the same individual or business entity for the same or related projects to avoid the approval and other requirements for Professional Services Agreements over \$100,000.

ii. ***Calculating Contract Value.*** The value of a contract for the purpose of determining whether the \$100,000 threshold has been reached shall be determined by totaling the value of the contract over its entire term including any option(s) held by the Corporation for additional periods.

iii. ***Approvals.*** For Professional Services Agreements under \$100,000 neither Board nor CRC approval is required. The transaction must, however be approved by the appropriate Executive Director or Senior Vice President and by the SVP for Finance and the General Counsel.

iv. *Distinction from Employees.* In all cases when an individual is to be engaged by the Corporation as an independent contractor, care must be taken to ensure that the law would not require that such individual be treated as an employee for tax, benefit and other employment law purposes. Before an individual may be engaged as an independent contractor, the approval of the facility Controller or Corporate Comptroller or designee shall be required to establish that such individual is properly classified and should not be treated as an employee.

v. *Former Employees.* Former employees of the Corporation may not be engaged as independent contractors for a period of one year subsequent to the termination of their employment by the Corporation except upon a finding by the President or a Senior Vice President that there is a critical need for the services of such individual due to his/her unique skills.

vi. *Procurement.* The services of individuals to serve as independent contractors shall be procured in accordance with this Procedure.

C. Informal Bidding Rules for Non-Professional Services, Goods and Equipment Valued at less than \$100,000 and for Construction Services Valued at less than \$20,000:

i. *Goods, Non-Professional Services and Equipment.* The procurement of Goods, Non-Professional Services and Equipment generally requires the use of a TPC or formal bidding procedures but when the amounts involved are less than \$100,000, informal bidding as described on the Procurement Chart may be used.

ii. *Approvals.* The procurement of Goods, Non-Professional Services, or Equipment requires neither Board nor CRC approval when under \$100,000.

ARTICLE VI FORMAL BIDDING

A. When Appropriate: Formal Bidding is the appropriate procurement method when the sole criteria in making the procurement is price, when one is certain of the precise Goods, Equipment, Construction Services, Non-Professional and Professional Services sought and when the Goods, Equipment, Construction Services, Non-Professional and Professional Services cannot be obtained through a corporate-wide procurement directed by the SCC. Generally, Formal Bidding is appropriate for Goods, Equipment and Non-Professional Services when the amount involved is \$100,000 or more. For Construction Services when the amount involved is more than \$20,000, see Section IX of this Procedure.

B. Initiation of Bids:

i. *Bid Request.* The Materials Management Department for the Facility or Central Office shall prepare the bid package including a detailed description of the Goods or services sought. A record of the bid process shall be maintained with appropriate time/date stamps at all critical steps.

ii. *Preference Items.* When a “brand-name only” specification is required, the director of the department concerned shall approve and document the reasons and justification for such request.

C. **Identification of Bidders:** The director of Material Management for the Facility or Central Office shall identify potential bidders from among vendors who qualified on previous Corporate procurements; vendors with current contracts with the NYC Department of Citywide Services; vendors on HHC's bidders lists; vendors with TPCs; and those who, in the director's judgment, will suit the Corporation's needs. An effort should be made to include Minority/Women-Owned Business Enterprises as potential bidders and this effort should be documented and made part of the official file.

D. **Minimum Number of Bids:** It is best to get at least three bids but if this is impossible, there should be a memo to the file explaining the efforts to generate bids.

E. **Responsibilities of the Department:** Materials Management for the Facility or Central Office shall:

i. ***Recording.*** Record the Request for Bid in the bid request log and assign a bid request number.

ii. ***Finalize the Request for Bid.*** Finalize the RFB in consultation with the requisitioner especially if there have been changes to specifications. Assign a bid number.

iii. ***Completion of Request for Bid.*** Enter the requirements on the RFB, HHC Form 1400a (attached as Formal Bidding Exhibit 1) and, if required, HHC Form 1400b (attached as Formal Bidding Exhibit 2) and/or 1400c (attached as Formal Bidding Exhibit 3). Upon completion of all changes, a bid opening date shall be assigned allowing sufficient time for a copy of the RFB to be posted on the bulletin board of the Facility or Central Office Materials Management department for ten calendar days. The bid time may be lengthened if specifications are complex or the bidders must visit a site for clarification or requirements.

iv. ***Advertising and Mailing.*** RFBs must be posted in the City Record and on the Corporation's website for a minimum of 5 business days. Bids must be mailed, emailed or faxed to the prospective bidders identified under Section (C), above.

v. ***Files.*** Maintain on file at the office of Materials Management for the Facility or Central Office all original bid request forms. Any reproduction of the RFB should be made from a copy of the original bid request form.

vi. ***Posting.*** After mailing to prospective bidders post a copy of the RFB for public display.

vii. ***Record of Solicitations.*** Include the bidders' mailing list, indicating the bidders' names and addresses, the number of RFBs that were mailed and the date mailed in the bid folder maintained by Materials Management.

viii. ***Stamping.*** Time/date stamp all bids responsive to the RFB, log them in and secure them until the bid opening.

F. **Opening; Cancellation of Bids:**

i. *Public Opening.* On the bid opening date, the bids shall be opened in public promptly at the appointed time by the bid opening officer and recorder in the presence of the bidders attending the opening and recorded by the recording clerk.

ii. *Bid Tabulation Sheet.* The clerical group shall prepare, prior to bid opening, the formal bid tabulation sheet listing items, quantities, description and items bid. All sealed bids are recorded on HHC Form 385 (attached as Formal Bidding Exhibit 3). Prices shall be recorded as bids are opened.

iii. *Late Bids.* Late bids shall be rejected. All late bids shall be returned to the bidders unopened, either in person or certified mail. Photocopies of the date and time-stamped late bid envelopes shall be made part of the bid file.

iv. *Cancellation.* If a contract is not awarded, the bid must be cancelled and a notice of cancellation sent to each bidder.

G. Evaluation of Bids:

i. *Lowest Bid.* Except as noted, all awards shall be made to the lowest responsive and responsible bidder.

ii. *Responsible Bidder.* A bidder is a *responsible* bidder if it has received VENDEX clearance or another form of vendor responsibility determination from the Office of Legal Affairs as provided in Article X(D) of this Procedure and if the bidder satisfies the minimum qualifications established in the RFB.

vii. *Responsive Bidder.* A bidder is a *responsive* bidder if its bid substantially conforms to the specifications in the RFB.

viii. *Exceptions to Specifications.* Materials Management shall determine whether to forward bids to the requisitioner, *e.g.*, when exceptions are taken to the specifications, pricing is above the estimate, or for any other reason deemed necessary.

ix. *Rejection of Bid.* If a deviation is made by a bidder that alters the bid performance specifications in a material way, the bid shall be rejected as not responsive. If, however, the requisitioner or the appropriate Materials Management Office determines that a bid with materially altered specifications better meets the Corporation's needs, the bid shall be cancelled and re-solicited. In all cases, the determination as to whether a deviation is material shall be made by Materials Management and its decision shall be final.

x. *Acceptable Exceptions.* If one material exception is taken by a bidder to the bid terms and conditions, the bid shall be rejected. However, exceptions may apply to unique situations, such as medical specialty and/or proprietary awards.

xi. *Confidentiality.* During the evaluation and referral period, neither the Facility nor Central Office personnel shall discuss the evaluation with any bidder or vendor. Clarification of specifications offered by a bidder who has offered alternates or deviations may be discussed only to the extent Materials Management wishes to evaluate the alternate material or the deviations for recommendation. Any discussion of bids beyond this may result in the rejection of the bids.

xii. *Disclosure at Public Opening.* The prices (including deviations, substitutions, etc.) shall be revealed at the public bid opening. A duplicate copy of the abstract of the bids together with a blank copy of the bid shall be maintained at a central point for viewing by interested parties for not less than one year following the opening. The bid tabulation sheet shall be made available for public inspection.

H. Approvals: Formal Bidding for Construction Services and Equipment requires only the approval of the appropriate Executive Director or the Senior Vice President unless the amount involved is \$100,000 or more, in which case CRC approval is required. If the amount is \$3 million or more, then the approval of the Board is also required. Formal Bidding for Goods requires only approval at the Facility level regardless of the amount involved.

I. Control; Audit: So as not to delay procurement, the review of bid transactions shall be on a post-audit basis. Responsibility for auditing and assuring compliance with this Procedure rests with the Senior Vice President/Executive Director. The Office of Internal Audits may conduct audits of compliance with this Procedure when appropriate. Further, the Office of the Inspector General may investigate the propriety of specific procurements when appropriate.

J. Database Recording. Each procurement should indicate the Contract Number assigned to the matter on the Corporation's procurement database. This number should appear on the purchase order generated for the purchase.

ARTICLE VII
REQUESTS FOR PROPOSALS, NEGOTIATED ACQUISITIONS
AND SOLE SOURCE ACQUISITIONS PROCUREMENTS

A. When Appropriate:

i. *Requests for Proposals and Negotiated Acquisitions.* When it is not clear how a needed service is to be performed, what kind of Equipment or system will meet the Corporation's needs, or when the capabilities and qualifications of the vendor are key considerations, an RFP or an NA should be used. Professional Services in amounts exceeding \$100,000 should be procured by one of these two methods or through a TPC unless there is Sole Source justification.

ii. *Negotiated Acquisition.* NA is appropriate if it is unclear how a service should be best performed and it is shown that the Corporation will obtain the best price and terms through negotiation with a limited number of qualified contractors.

iii. *Sole Source.* Sole Source procurement may be used only when there is only one source for the required Goods, Equipment, Construction Services, Non-Professional or Professional Services. In such case, the accepted price and terms and conditions shall be achieved through negotiation between the Facility or the Central Office unit and the contractor. Among the situations where a Sole Source procurement is appropriate is when the Corporation owns or is buying Equipment or a system and the manufacturer requires, as a condition of its warranty, that the maintenance on such Equipment or system be provided by only one specified vendor.

B. RFP/NA CRC Application: Depending on the procurement method to be used, the Requestor shall submit to the CRC an Application to Issue a Request For Proposals (attached as

Solicitation Exhibit 1) or an Application to Initiate a Negotiated Acquisition (attached as Solicitation Exhibit 2) including the following:

- i. *Justification for RFP or NA.* For an RFP or NA, evidence that an RFP or NA is the appropriate contracting method because it meets the criteria described in Section A(i) or (ii), above;
- ii. *Scope, Duration and Cost.* The requested scope of services, contract duration, evaluation criteria and estimated cost;
- iii. *List of Invitees.* For an a RFP, a broad list of business entities, drawn from the relevant marketplace, that will be invited to submit proposals and for an NA, a list of the business entities, drawn from the relevant marketplace, with whom the Requestor intends to negotiate;
- iv. *RFP Selection Committee.* For an RFP, the proposed selection committee, which shall include responsible Corporation officials, Facility representatives, and users of the service or product, as appropriate;
- v. *NA Negotiating Committee.* For an NA, a list of proposed members of the negotiating committee consisting of a minimum of five Corporate employees at the Director level or above;
- vi. *Selection Criteria.* The criteria on which proposers will be evaluated and the weight given each factor, including understanding the work and soundness of approach; previous experience and technical qualifications of key people; previous client references; and a cost proposal (attached as Solicitation Exhibit 3); and

Budget Authorization. An executed Budget Authorization Form (attached as Solicitation Exhibit 4)

C. RFP Process. After receiving approval from the CRC for the form of the RFP, the Requestor shall:

- i. *Advertisement.* Advertise the RFP in the City Record and on the HHC website, nyc.gov/hhc, under the link "Contracting Opportunities" for a minimum of 10 business days;
- ii. *Issuance.* Issue the RFP to at least three prospective proposers;
- iii. *Convene Selection Committee.* Convene a selection committee to: (a) maintain minutes of the deliberations including the evaluation criteria and weights; (b) review and evaluate proposals submitted by the proposal due date, and identify the top ranked proposer; and (c) negotiate contract terms and conditions with the panel's selected proposer.

D. NA Process. After receiving CRC approval to proceed, the NA negotiating committee shall:

- i. *Advertisement.* Advertise the NA in the City Record and on the HHC website, nyc.gov/hhc, under the link "Contracting Opportunities" for a minimum of 10 business days

and directly contact at least three possible vendors, if possible;

ii. *Issuance.* Issue a request for qualifications to identify qualified firms and;

iii. *Convene Negotiating Committee.* Meet and negotiate with the candidates to develop the best business terms from the candidate offering the best combination of qualifications, price and other terms.

E. Confidentiality. When proceeding with an RFP or an NA neither the Facility nor any Central Officer personnel shall discuss the evaluation or negotiation with any other proposer responding to an RFP or party with which negotiations for a Negotiated Acquisition are being conducted during the evaluation and/or negotiation period. Any violation of this prohibition may result in the invalidation of the process.

F. CRC Authorization to Contract after RFP or NA: After a contractor has been identified, in the case of an RFP and after negotiations with the proposed contractor are completed in the case of an NA, the Requestor shall submit to the CRC an Application Seeking Authorization to Enter into a Contract (attached as Solicitation Exhibit 5) as follows:

i. *Contract Application* (attached as Solicitation Exhibit 6);

ii. *Contract Fact Sheet* (attached as Solicitation Exhibit 7)

iii. *Proposed Contract.* The proposed major contract terms, highlighting those terms that vary from the Corporation's standard form contract keeping in mind that less significant contract terms may be resolved later with the Office of Legal Affairs in the process of preparing the contract;

iv. *VENDEX.* Proof of VENDEX submission (See Article X(D)); and

v. *EEO.* Proof of submission of a completed Supply and Service Employment Report (attached as Solicitation Exhibit 8).

G. The Sole Source Process.

i. *The CRC Application.* The Requester shall submit to the CRC an Application to Initiate a Negotiation for a Sole Source Contract (attached as Solicitation Exhibit 9) including the following:

a. the requested scope of services, contract duration, and estimated cost;

b. that the Requestor is familiar with the relevant marketplace and that the circumstances satisfy the criteria described in Section A(iii), above;

c. the list of the members of the negotiating committee consisting of a minimum of five Corporate employees at the Director level or above;

d. an executed Budget Authorization Form (attached as Solicitation Exhibit 4).

- e. a Contract Fact Sheet identifying the proposed contractor (attached as Solicitation Exhibit 7), and the proposed contract
- f. If the transaction will require the approval of the Board, the Requestor shall also submit a draft Board Resolution and Executive Summary

H. Approvals RFPs, NAs and Sole Sources involving more than \$100,000 require the approval of the applicable Senior Vice President, the Senior Vice President of Finance, the General Counsel and the CRC. When more than \$3 million will be spent for Professional Services, Non-Professional Services, Construction Services or Equipment the approval of the Board is also required. All contracts for the services of auditors, regardless of the amount of the contract, require both CRC and Board approval.

I. Contract Execution: After the required approvals are obtained, the Office of Legal Affairs shall review and approve the contract documents for execution by the President. If necessary, the Office of Legal Affairs will assist in negotiating the actual language of the contract and any terms not yet resolved.

ARTICLE VIII PURCHASES AT AUCTION

A. Policy: Facilities may participate in Auctions as set forth in this Procedure. Goods purchased under this Procedure shall be exempt from the competitive procurement requirements that otherwise apply. Similarly, sellers at an Auction sale shall be exempt from the requirement for VENDEX clearance, meeting EEO standards and from Doing Business Data Form requirements.

B. Procedures:

i. Identification of Goods or Equipment Prior to participation in an Auction, Senior Vice Presidents shall identify to the OFD (i) the Auction he/she wishes to participate in; (ii) the specific Goods or Equipment that he/she wishes to bid upon; and (iii) the specific Facility for which the Goods or Equipment will be purchased.

ii. Maximum Price. Prior to the Auction in question, a Senior Vice President wishing to participate shall advise OFD of the maximum price the Network will pay for identified Goods or Equipment with a written justification for the maximum bid price. Such report shall document the due diligence performed on behalf of the Network to justify the price including whether a physical inspection was made and such items as the price the Network has paid for the targeted item in the recent past, the price at which such Goods or Equipment are currently available from other sources such as approved TPCs or prices quoted to the Network in writing or over the phone by other vendors or other information that would assist in establishing the market price for the Goods or Equipment. In comparing the maximum price payable at the Auction with the price at which the targeted Goods or Equipment are available through other channels, the Senior Vice President shall take appropriate account of such factors as (a) the cost of transporting the Goods or Equipment; (b) the lack of any warranty of the Goods or Equipment if bought at Auction; (c) the cost of any maintenance service that might have been included in the price for the Goods or Equipment if purchased through other channels; (d) the cost of any required refurbishing of the Goods or Equipment; and (e) whether the targeted Goods or Equipment are used. To be eligible to participate

in the Auction, OFD must determine from the materials presented that the maximum bid price which the Network is willing to pay is less than the price at which the Goods or Equipment are otherwise available after making appropriate adjustments for the factors listed in the preceding sentence.

iii. *Finance Certification.* The Facility for which the Goods or Equipment are intended must have funds available in its OTPS Account or its Capital Budget, as is appropriate, for the Goods or Equipment to be purchased. The Senior Vice President shall send to OFD confirmation that adequate funds are available for the proposed purchase at the maximum authorized price.

iv. *Vendor Number.* Prior to participation in the Auction, the Office of Materials Management shall obtain from the seller the information necessary to establish the seller as a vendor in the Corporation's OTPS/eCommerce system and the relevant banking information to be used in making a wire transfer if wire transfers are required and an acceptable form of payment.

v. *OFD to Bid.* Only OFD shall be authorized to represent the Corporation at an Auction and to bid for the purchase of Goods or Equipment offered for sale. OFD shall bid on the targeted items on behalf of any Facility for which its Senior Vice President has appropriately identified such Goods or Equipment and the maximum price payable, as provided above. OFD shall attempt to purchase such Goods or Equipment for the lowest possible price.

vi. *Choice among Facilities.* If more than one Facility wishes to bid on the same item(s), OFD shall attempt to purchase at Auction enough of the items to satisfy all interested Facilities. If that is not possible, then OFD shall purchase the targeted Goods or Equipment and they shall be deemed to have been purchased by the Network or Networks determined by OFD using a random process coordinated with Finance.

vii. *Payment.* OFD shall arrange with the Corporate Comptroller's Office for issuance of certified checks or a wire transfer for any deposit due at the time of bidding and for the subsequent payment of the balance if the Corporation is the successful bidder. If possible, wire transfers should be used for all payments made under this Operating Procedure.

viii. *Approvals.* Only the approvals of the appropriate Network Senior Vice President or the appropriate Central Office-based Senior Vice President and the most senior officer responsible for the Office of Facilities Development are required for purchases made at Auction.

ix. *Journal Entries.* Finance, in the case of capital Goods or Equipment, or the Facility, Network or Central Office Division making the purchase, in other cases, will make appropriate accounting or journal entries to ensure that the cost of the Goods or Equipment purchased is charged against the correct Network and Facility within such network or Central Office unit.

x. *Reports.* OFD shall report to the Board the results of any Auctions at which OFD appeared and bid. Such report shall be presented at the meeting of the Board immediately following any such Auction.

ARTICLE IX CONSTRUCTION AGREEMENTS

A. **General Rule:** The procurement of Construction Services when the amount is in excess of \$20,000 is governed by General Municipal Law Article 5-A that requires open, competitive, sealed bids. Any construction contract issued in violation of the General Municipal Law is illegal and void. For Construction Services under \$20,000, informal bidding procedures may be used in accordance with the Small Transaction bidding rules in Article V of this Procedure. Certain Construction Services are to be procured centrally by OFD.

B. **Central Office Procurement.**

i. **Responsibility for Procurement** Networks and Facilities are responsible for procuring their own construction contracts provided that if the Construction Project is one that will cost more than \$1 million, then the procurement of the contract(s) for such Construction Projects must be managed by OFD.

ii. **OFD Procurement** Notwithstanding the foregoing, OFD may require that certain types of contracts be managed centrally. For example, all elevator maintenance contracts may be required to be procured by OFD. From time to time, OFD shall issue to the Facilities memoranda specifying those services that OFD will procure centrally.

C. **Procedure**

i. **Over \$20,000.** Contracts for more than \$20,000 must be let in accordance with the Formal Bidding rules of General Municipal Law Article 5-A. Contracts for lesser amounts may be let in accordance with the Small Transaction Bidding rules of Article V of this Procedure except as provided herein.

ii. **Manual for Acquisition of Construction and Maintenance Services** The Corporation's Manual for Acquisition of Construction and Maintenance Services (attached as Construction Exhibit 1) shall be followed. In addition, all procurements shall incorporate and include Part I of the Corporation's Standard Maintenance Engineering Systems Maintenance Service Agreement (attached as Construction Exhibit 2) containing Information for Bidders, the Agreement Articles, and the General Conditions governing the contract work

iii. **OLA Advice** Networks should consult as necessary with the Office of Legal Affairs during the procurement process on issues of law and with OFD on compliance with this Procedure.

iv. **Authority to Contract within Networks.** Network Senior Vice Presidents shall be responsible to delegate written authority and responsibilities establishing tiers of authority for appropriate staff within the limits of this Procedure.

D. **Financial Management:** OFD shall register and encumber funds for all construction contracts that are partially or totally debt funded or that are required by other procedures to be recorded in the O.T.P.S. Capital Project Management System.

E. **Insurance Administration:** OFD shall administer the construction contract insurance requirements. OFD together with the Office of Legal Affairs shall, from time to time, distribute standard forms of contract for (1) construction contracts for less than \$20,000. (2)

construction contracts for more than \$20,000; and (3) all maintenance contracts. The insurance provisions required to be contained in construction agreements shall be as contained in such standard forms of contract.

F. **Labor Law:** Each Network shall be responsible for monitoring compliance with requirements of the New York State Labor Law with respect to Construction Projects performed at such Facility. All contractors and vendors are required to provide certified payroll reports for all contracts/purchase orders.

G. **Panel of Contractor Responsibility:**

i. ***Composition.*** The POCR shall consist of the following persons or their designees: the General Counsel; Assistant Vice President for OFD; and the SVP for Finance/CFO.

ii. ***Responsibility.*** The POCR shall be responsible for:

- a. Reviewing written requests from low bidders for withdrawal of bids;
- b. Reviewing written appeals of low bidders who are declared non-responsible, including denial of VENDEX clearance;
- c. Convening hearings to consider declaring contractors to be in default;
- d. Hearing appeals of contractors who are debarred;
- e. Hearing appeals of contractors given less than a satisfactory performance evaluation;
- f. Approving contract changes as per the Construction Procedures Manual;
- g. Approving Extension of Time requests;
- h. Reviewing written appeals of bidders denied approvals of NYS Article 15A-W/MBE goals compliance; and
- i. Assessing Liquidated Damages against contractors.

H. **Approvals:** Procurement of Construction Services involving less than \$20,000 requires only approval at the Facility level. Procurement of Construction Services involving amounts from \$20,000 to \$100,000 requires the approval of the Executive Director or Network Senior Vice President. If the amount involved will be \$100,000 or more then the approval of the CRC is additionally required. For amounts in excess of \$3 million the approval of the CRC and the Board is also required.

ARTICLE X GENERAL REQUIREMENTS

A. **Assignment of New Vendor Account Numbers:**

i. ***Requirement for Assignment.*** Whenever the Corporation enters into an agreement or memoranda of understanding in which the Corporation pays or receives money or other value to or from a person, firm or entity, without a current Vendor Number, a new Vendor Number must be issued to such person, firm or entity. Any organization that does not have a Federal Tax ID number in the OTPS System must be treated as a new vendor.

ii. *Responsibility for Assignment.* The Central Office Division of Materials Management is responsible for assigning Vendor Numbers and for revising existing vendor-related information within the OTPS System. When issuance of a Vendor Number is required, or when existing vendor-related information must be modified, the Facility Director of Materials Management or Accounts Payable, or the Central Office Cost Group Manager, shall forward a completed HHC Form 2250, "Vendor Number Request" (attached as General Requirements Exhibit 1) to the Central Office Division of Materials Management with any documents required by Form 2250. The person submitting Form 2250 must check the vendor for government exclusions or disbarment on the websites listed on Form 2250.

iii. *Changes to Vendor Information.* Requests to change existing vendor information must be made by a letter from the vendor on its letterhead with supporting documentation such as tax certificates, social security cards, and W-9s.

iv. *Controls.* Senior Responsible Administrators shall implement appropriate controls, including periodic test checking, to ensure that the requirements of this Article X(A) are properly executed.

v. *Audits.* The Office of Internal Audits shall periodically audit compliance with these procedures.

B. Contract Number Assignments:

i. *Assignment of Contract Numbers.* Once a Vendor Number has been assigned as discussed under subsection A, above, the Central Office Division of Materials Management shall issue a Contract Number for each contract awarded before issuing a purchase order. The Contract Number shall be listed on the purchase order and on all other contract-related documents.

ii. *Exceptions.* Exceptions to the foregoing rule are purchase orders: (a) for \$5,000 or less; (b) issued to a TPC; (c) issued to the State Office of General Services; (d) issued to City Department of Citywide Administrative Services; (e) issued to the Federal Department of General Services contractors; or (f) issued by MetroPlus Health Plan to its healthcare providers.

iii. *Administration of System.* The Central Office Division of Materials Management shall link the Contract Number with the Vendor Numbers in the OTPS system and supply the following information (either by inputting it into the OTPS system or by uploading it through the Oracle, GHX or other data system then in use):

- a. The start and end date of the contract;
- b. The value of the contract or estimated value, if appropriate;
- c. The method of procurement;
- d. The solicitation number (Facilities shall assign solicitation numbers when more than one vendor proposed during the solicitation period that shall also be used as unique identifiers for the purposes of Doing Business Data Forms, discussed below); and
- e. The type of entity (corporation, partnership etc.).

iv. *Controls.* Senior Responsible Administrators shall implement appropriate control systems, including periodic test checking, to ensure that the requirements of this Article X(B) are properly executed.

C. Contract Proposer and Awardee Reporting Procedures:

i. *Requirements of Local Law 34.* The Corporation is required to comply with the reporting requirements of Local Law 34 that mandates the creation of a City-wide database containing information about entities doing business with the City for the purpose of enforcing limits on campaign contributions by such entities.

ii. *Doing Business Data Form.* Most entities seeking to do business with the City must submit a signed DBDF (attached as General Requirements Exhibit 2) first upon submitting a contract proposal, and again upon receiving a contract award. The Facility awarding the contract shall review the DBDF and forward it to the Office of Legal Affairs together with a completed Coversheet for Proposer Data Form (attached as General Requirements Exhibit 3). For Central Office contracts, the DBDFs should first be sent to Materials Management for review and forwarding to the Office of Legal Affairs.

iii. *Exceptions.* This rule and the procedures below apply to all Facilities, and all contracts and purchase orders, except (a) contracts under \$5,000; (b) contracts awarded under the emergency procedures described in Article XI; (c) contracts awarded by Formal Bidding; (d) construction and maintenance contracts under \$20,000 awarded by informal bidding pursuant to Article V; (e) procurements through an approved TPC pursuant to Article IV; and (f) Auction purchases made under Article VIII of this Procedure.

iv. *Notice to Bidders.* A Notice to bidders/proposers must be included in all solicitation materials. The notice shall read: "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 must complete the DBDF and return it with this proposal.** The submission of a DBDF that is not accurate and complete may result in appropriate sanctions." Facilities will have seven days from the opening date of the proposal to cure missing or incomplete DBDFs. If the Facility is unable to obtain a complete DBDF, the proposal must be found to be **non-responsive.**

v. *DBDF on Contracts.* Anyone applying for or being awarded a grant must submit a signed DBDF. Facilities may cure missing or incomplete forms at any time prior to making an award. Otherwise, the same procedures and notice requirements applicable to contract proposers apply to prospective grant recipients.

vi. *Interpretation.* Questions concerning the interpretation of this Section shall be referred to the Office of Legal Affairs for a determination in consultation with Central Office Materials Management.

D. VENDEX:

i. *Policy.* It is the Corporation's policy to transact business only with contractors that can reasonably be expected to satisfactorily perform their obligations with integrity. In line with this policy, the Corporation will not transact business with a contractor with a history of poor performance or a lack of integrity which is to say, one that is not "responsible." The Corporation shall use the City's VENDEX system as a method of checking the background of prospective contractors to determine responsibility. Except as provided herein, no contract shall be awarded to a contractor unless the contractor is found responsible based on the VENDEX findings.

ii. *Scope of Requirement.* Except as provided below, VENDEX clearance shall be required of all prospective contractors.

iii. *Exception.* VENDEX clearance is not required: (a) for any vendor who will receive less than \$100,000 from the Corporation under a single contract; (b) for any governmental or quasi-governmental entity; or (c) for TPC transactions as provided in (vii) below.

iv. *Administration.* The VENDEX clearance process shall be administered by the Office of Legal Affairs using the City's Department of Investigations and the Corporation's Office of the Inspector General to conduct background investigations of prospective contractors.

v. *Factors Considered On Review.* The Office of Legal Affairs shall make the determination that a prospective vendor is responsible based on the VENDEX findings taking into account the following factors concerning the contractor, its principals and affiliates:

- a. whether they have a satisfactory record of performance for the Corporation and the City;
- b. whether they have outstanding obligations due the Corporation or the City – any outstanding taxes must be paid;
- c. whether they have honestly and accurately completed the VENDEX questionnaires – intentional omissions or mis-representations are serious demerits;
- d. whether they have been the subject of any criminal proceedings or the target of any governmental investigations;
- e. whether any such criminal proceedings or investigations are material in light of the vendor's size and whether any implicate the vendor's division with which the Corporation would do business;
- f. whether any law suits, crimes or investigations indicate a pattern of misconduct throughout the vendor's organization;
- g. whether any information reported indicate a pattern of illegal discrimination or abusive relations with employees;
- h. whether any negative information about the vendor might be mitigated by special agreements or undertakings by the vendor; and
- i. such other factors as come to its attention as a result of the VENDEX process.

vi. *Disputes.* Contractors' disputes concerning VENDEX shall be handled either under Article IX(G) (if regarding a construction agreement) or Article X(F) (if regarding all other agreements).

vii. *Special Rule for TPCs.* In lieu of the full VENDEX process, contractors available to the Corporation through TPCs shall be subjected only to a check of the VENDEX database for cautions. If a contractor available through a TPC is not in the VENDEX system, then no VENDEX filing will be required. In the event that any VENDEX cautions are found regarding a prospective contractor, then the Office of Legal Affairs shall determine whether to disqualify the contractor from doing the proposed business with the Corporation.

E. Equal Employment Opportunity Requirements:

i. *General Policy.* The Corporation is committed to providing equal employment opportunities in its contracting for Goods and services. The Corporation is subject to NYS Executive Law 15-A and the Board has agreed to subject the Corporation to the requirements of Chapter 56 of the New York City Charter Executive Order No. 50 (1980) (“E.O. 50”). The State law requires that Women and Minority Owned Business Enterprises (“MWBEs”) be given an opportunity to bid on all contracts of the Corporation and that vendors that do bid provide opportunities to MWBEs to subcontract for part of the work. Both laws require that companies with which the Corporation will contract show either that their workforces contain a portion of women and minorities representative of the general population or that such contractors have adopted plans to achieve a workforce that will come to reflect the general population in its share of women and minorities.

ii. *The AA/EEO Office.* The AA/EEO Office is responsible for HHC’s compliance with the mandates of NYS Executive Law 15-A and E.O. 50.

iii. *MWBEs on Bidder’s Lists.* Under New York State Executive Law 15-A, the State Division of Minority and Women’s Business Development (“DMWBD”) encourages and assists agencies engaged in contracting to award a fair share of contracts to MWBEs, and maintains a list of businesses certified as MWBEs. To meet the DMWBD’s goal of awarding a fair share of contracts to MWBEs, all contract solicitations, such as RFBs, RFPs or NAs, should be forwarded to potential MWBE vendors on the DMWBD list. Efforts to use MWBE firms are to be documented and made part of the official file.

iv. *Contracts over \$25,000; Requirements on Contractors.* Before a contract is awarded to any company with employees within New York State and which contract will cost more than \$25,000, such company must submit to the AA/EEO Office:

- a. Part I of the Employment Report (attached as General Requirements Exhibit 4);
- b. A Staffing Plan describing the anticipated workforce on the contract broken down by ethnic background, gender and federal occupational categories; and
- c. A statement of commitment to the goals of equal employment opportunity as it is presented in such company’s publications and posted on such company’s bulletin boards.

Additional equal employment requirements under Executive Law 15-A applicable to potential vendors are set forth in the Instructions for the Supply and Service Employment Report (attached as General Requirements Exhibit 5).

v. ***Contracts over \$50,000 with Companies with More than 50 Employees; Requirements for Contractors.*** Before a contract costing more than \$50,000 is awarded to any company with more than 50 employees (regardless of whether they are in New York State), such company must submit to the AA/EEO Office, in addition to the requirements set forth above, Part I and II of the Employment Report (attached as General Requirements Exhibit 4). This requirement applies to subcontractors as well. For more detail on filing the Employment Report and E.O. 50 requirements, see the Instructions for the Supply and Service Employment Report (attached as General Requirements Exhibit 5).

vi. ***Contractor Approval Process.*** Based on a contractor's Employment Report and other required submissions, the AA/EEO Office will either issue an approval or a conditional approval. A conditional approval is appropriate when analysis of the submitted documentation reveals a significant underutilization of women or members of a minority group that appear to be caused by discriminatory policies. In such cases, approval will be conditioned upon such contractor's legal and factual explanation and the contractor's taking corrective action deemed appropriate by the AA/EEO Office. In cases of a conditional approval, contractors must show the effectiveness of the corrective action plan after one year.

vii. ***Board Review; Contracts of More than \$3 million.*** If the AA/EEO Office issues a conditional approval with respect to a contract that will cost \$3 million or more in which underutilization or a potentially discriminatory practice is an issue, then review by the Board of Director's Equal Employment Opportunity Committee (the "EEO Committee") is required. The EEO Committee may question the company about its corrective action plan and satisfy itself of the company's good faith. The EEO Committee may review such company's progress under the corrective action plan after one year. If the EEO Committee finds that a contractor's employment practices reflect bad faith, it may vote to send such contract to the full Board for revocation.

vii. ***Special Rule for TPCs.*** Purchases made by accessing contracts available through TPCs shall be exempt from the EEO/AA rules of this Procedure where the TPC administrator is a governmental entity subject to substantially similar equal employment opportunity rules. Where the TPC is administered by a non-governmental entity, then the EEO/AA rules set forth in this Procedure shall apply only to the purchase of services and to any purchase of Goods or Equipment for more than \$3 million, provided that the minimum contract amounts and minimum number of employees, as set forth above, are exceeded.

F. **Disputes; Procurement Review Board:** The Procurement Review Board (the "PRB") has the responsibility to address issues that arise during the solicitation and contract management phases covered by this Procedure when those issues cannot be resolved at the Facility or Central Office department level.

i. ***Composition.*** The PRB shall be comprised of the following persons or their designees: the General Counsel; the SVP for Finance/CFO; and the Director of Central Office Materials Management.

ii. ***Functions.*** The PRB shall be responsible for the following:

a. Reviewing written appeals of low bidders who are declared non-responsive or non-responsible after the bid opening, or are denied VENDEX clearance;

- b. Reviewing written appeals of contractors who are terminated for cause;
- c. Reviewing written appeals of low bidders denied approvals of Article 15A-W/MBE goals compliance; and
- d. Considering all other kinds of disputes that arise in the procurement process.

i. *Not Construction.* The PRB shall not deal with disputes arising in connection with Construction Projects as those shall be handled by the POCR.

G. Responsibility and Accountability. Whenever in this Procedure an individual or a body is given the authority to review and approve a proposed transaction, such individual or body shall maintain a contemporaneous written record of each exercise of such authority. Such record shall reflect the steps taken to evaluate the proposed transaction and the factors considered in either approving or disapproving the transaction. Such record shall be retained in accordance with the Corporation's policies for record retention in order to be available upon any audit of the transaction.

ARTICLE XI DEVIATIONS AND EMERGENCIES

A. Deviations: The procedures established herein are effective immediately and shall remain in effect until modified or superseded by the President. These procedures shall be followed except in an emergency or other extraordinary circumstances in which the President specifically directs in writing that a deviation from this Procedure is merited and as otherwise provided below. The Senior Responsible Administrator shall submit to the President a written request setting forth in detail the justification for such deviation. Deviations shall be made in a fair and impartial manner. The President shall report any deviations to the Board at its next meeting if the deviation pertains to a matter that would otherwise have been brought to the Board under this Procedure.

B. Construction Emergency; Less than \$20,000: The Senior Responsible Administrator may authorize an emergency construction purchase on his/her own authority upon finding that there is an unforeseen danger to life, safety, property that creates an immediate and serious need for Goods or services that cannot be met through normal procurement methods.

C. Construction Emergency; More than \$20,000:

i. *Statute.* Emergency purchases of Construction Services that will cost more than \$20,000 must satisfy General Municipal Law, Section 103(4).

ii. *Construction Emergency.* For this purpose an emergency is "an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health safety or property of the inhabitants of a political subdivision or district therein require immediate action which cannot await competitive bidding"

iii. *General Counsel's Finding.* For procurements involving emergency construction estimated at \$100,000 and above, the General Counsel shall determine if the condition constitutes an emergency as defined in General Municipal Law, Section 103(4). The General Counsel shall make his/her determination based upon a written request by the Senior Responsible Administrator. If the General Counsel determines that an emergency exists as defined in the statute,

he/she shall recommend to the President that he/she should authorize the emergency procurement.

D. Construction Emergency: \$20,000 - \$100,000: If the emergency procurement will be for more than \$20,000 but less than \$100,000, the General Counsel must make a finding of an emergency, as above, but his/her determination shall be sent to the appropriate Senior Responsible Administrator rather than to the President.

E. Non-Construction Emergency Procurement:

i. *Authority When Under \$100,000*. In the event of an emergency procurement not in excess of \$100,000, the appropriate Senior Vice President may make a finding of an emergency on his/her own authority and no opinion of the General Counsel shall be required if no Construction Services are involved.

ii. *More than \$100,000*. In the event of any emergency procurement in excess of \$100,000 not involving the purchase of Construction Services, the appropriate Senior Responsible Administrator shall submit a written request to the General Counsel outlining the facts and circumstances that support a finding of an emergency. The General Counsel shall review the matter and, if he/she concurs, the General Counsel shall forward the matter to the President with a recommendation that a deviation be made.

F. Due Diligence: Notwithstanding the existence of an emergency, any procurement made pursuant to this Article XI shall be made in accordance with the policies supporting this Procedure as set forth in Article I(B) hereof. When the General Counsel recommends a finding of an emergency and the need for a deviation, he/she shall be required to find that reasonable methods have been used under the circumstances to procure the necessary Goods and services in accordance with the policies of this Procedure. Whenever the emergency procurement is made by the Senior Vice President, he/she shall be required to make a similar finding.

G. Documentation: The General Counsel shall maintain a contemporaneous written record of all requests for, and findings of, emergencies. Senior Vice Presidents shall maintain similar contemporaneous written records of all emergencies for which that he/she has requested a deviation or that he/she has found on his/her own authority.

ARTICLE XII SPECIAL SUBJECTS

A. Utilization of Recruitment Agencies to Fill Open Positions Including for Per Diem Nurses: The use of private recruitment agencies to fill open positions including for per diem nurses shall be subject to the rules for procurement of services as set forth in this Procedure. Notwithstanding the foregoing, when the Corporation seeks to fill administrative positions above the level of Assistant Vice President or seeks physicians with specialized skills or who are to head medical departments within Facilities, the Corporation may use the services of recruitment agencies or "head hunters" without any competitive procurement requirement.

B. Standards for Use of Recruitment Agencies for Per Diem Nurses: Agencies that provide per diem nurses must provide documentation of (i) personal identification card with photo; (ii) passing of annual physical health examination based on State Department of Health standards; (iii) satisfactory clinical references showing at least one year's work experience; (iv) specialty

training when the nurse is to be assigned to such specialty services; (v) evaluation of basic nursing skills appropriate to the level of practice prior to assignment; (vi) completion of CPR training and annual review of the same; (vii) licensure to practice as a professional or practical nurse in New York State; and (viii) coverage by malpractice insurance. The Facility must verify the existence and current status of all such documentation.

C. Facility-Based Training: The Facility nursing administrators are responsible for orienting all per diem nurses to the nursing policies in effect at the Facility. All per diem nurses must receive a written set of all such policies.

D. Evaluation of Work Performance: The Facility nursing administrators are responsible for performing a written evaluation of all per diem nurses. Per diem nurses assigned to the same Facility for extended periods of time shall be evaluated initially at the end of the first three months and then annually thereafter.

E. Subscriptions and Memberships: The Corporation may subscribe to publications, be they electronic or in paper form, join organizations and may pay the associated subscription or membership fees if the Senior Responsible Administrator determines that the publication or membership is necessary for the operation of the procuring Facility or Central Office unit and that publication or organization in question is the best value for the cost associated. The Senior Responsible Administrator shall prepare a contemporaneous memorandum recording the basis of his or her determination and such memorandum shall be retained for examination on audit. However, if the subscription or membership fee will, over the life of the subscription or membership, equal or exceed \$3 million, the prior approval of the Board of Directors is required.

F. Renewals of Computer Maintenance Systems: For renewals of contracts for the maintenance of any of the Corporation's computer systems or related components or replacement of an existing contract with the same vendor and for a scope of maintenance services substantially the same as in the previous contract, Board approval shall not be required however the CRC shall report such transactions to the Board under Article II, (E).

ARTICLE XIII TECHNICAL MATTERS

A. Legal Status of Operating Procedure: This Procedure is not intended to, and shall not, create any rights in favor of any party or give rise to any cause of action based on any deviations made by the Corporation from the standards of this Operating Procedure, whether or not authorized by the President.

B. Interpretation: Questions concerning the interpretation of this Procedure shall be referred to the Office of Legal Affairs.

List of Appendices and Exhibits for OP 100-5

Appendices

Appendix 1 - Memorandum from Alan D. Aviles dated January 10, 2012

Appendix 2 – Statement of Policy Regarding Procurement adopted by Board of Directors September 22, 2011

Exhibits

Article V - Small Transaction

Small Transaction Exhibit 1 - HHC Form 1 “Professional Service Checklist”

Small Transaction Exhibits 2 - HHC Form 2 “Professional Services Agreement”

Article VI – Formal Bidding

Formal Bidding Exhibit 1 - HHC Form 1400a

Formal Bidding Exhibit 2 - HHC Form 1400b

Formal Bidding Exhibit 3 - HHC Form 1400c

Formal Bidding Exhibit 4 - HHC Form 385

Article VII – Requests for Proposals, Negotiated Acquisitions and Sole Source Acquisitions Procurements

Solicitation Exhibit 1 - Application to Issue a Request For Proposals

Solicitation Exhibit 2 - Application to Initiate a Negotiated Acquisition

Solicitation Exhibit 3 – Proposal Evaluation Document

Solicitation Exhibit 4 – Budget Authorization Form

Solicitation Exhibit 5 - Application Seeking Authorization to Enter into a Contract

Solicitation Exhibit 6 – Contract Fact Sheet

Solicitation Exhibit 7 –Application to Initiate a Negotiation for a Sole Source Contract

Article IX – Construction Agreements

Construction Exhibit 1 - Manual for Acquisition of Construction and Maintenance Services (only cover page included)

Construction Exhibit 2 - Standard Maintenance Engineering Systems Maintenance Service Agreement (only cover page included)

Article X – General Requirements

General Requirements Exhibit 1 - HHC Form 2250 "Vendor Number Request"

General Requirements Exhibit 2 – Doing Business Data Form


General Requirements Exhibit 3 - Coversheet for Proposer Data Form

General Requirements Exhibit 4 - Employment Report

General Requirements Exhibit 5 - Instructions for the Supply and Service Employment Report

Alan D. Aviles
President**MEMORANDUM**

To: Distribution D

From: Alan D. Aviles 
President

Date: January 10, 2012

Subject: **Procurement OP 100-5; Procurement Reform**

Background on Procurement Policies at HHC

Since its formation in the early 1970s, HHC has been empowered under its state enabling legislation to establish its own procurement process and procedures, rather than be governed by lengthy and complex Procurement Policy Board (PPB) rules which apply to New York City Mayoral agencies. This measure of flexibility with respect to procurement reflects the state legislature's appreciation for HHC's role in a highly competitive healthcare marketplace where speed of execution can be critically important. Despite this grant of flexibility to permit greater procurement simplification and speed, over time HHC's own procurement policies grew increasingly complex and unwieldy.

More recently, in 2009 the New York State Public Authorities Accountability Act (PAAA) strengthened requirements for Boards of Directors of public organizations such as HHC to ensure that procurement policies were sound. With both the intention to modernize our procurement practices and to meet the new PAAA regulations, HHC staff, at the request of the HHC Board of Directors, began in 2010 to review and develop recommendations regarding Operating Procedure 100-5 and the various other Operating Procedures related to aspects of procurement. As the process moved forward, to provide direction and signify support, the Board, in its July 2010 meeting, adopted a formal Statement of Policy for Procurement. As a comprehensive revision of our procurement policy in lines with the Board's guidance progressed, the Board's Statement of Policy was revised and adopted in final form at the Board's September 2011 meeting (see attached).

The Board's Statement of Policy broadly lays out the ground rules for purchasing across HHC, and established the framework for a complete revision of OP 100-5. Following the Board's adoption of the Statement of Policy, HHC management re-drafted OP 100-5, consolidating under one operating procedure all of our policies and procedures related to the purchase of goods and services and the issuance of related contracts. The OP was reviewed and approved by the HHC

Supply Chain Council earlier this month and now Executive Vice President Antonio Martin and I have both reviewed and ratified it. It will be posted in its complete form on the HHC intranet with our other Operating Procedures and becomes effective January 2, 2012.

What is OP 100-5?

The revised Operating Procedure is a comprehensive guide to the rules that govern almost every aspect of our purchasing process. Anyone involved in the purchasing process at Central Office or HHC facilities must become familiar with it. The Supply Chain Council and its facility representatives will help communicate the revised rules in local meetings or on a one-to-one basis as needed. This memo is intended to outline for you the most significant parts of the revised OP 100-5 so you and your colleagues can work within its scope.

It is important to understand that the revised 100-5 replaces 14 previous OPs¹ and modifies two others². As the master procurement operating "rulebook," OP 100-5 provides formal guidance for all aspects of HHC procurement and explicitly carries out all the directives of the Board's Statement of Policy. The new OP 100-5 is attached and will be posted on the HHC Intranet along with all the exhibits mentioned in the OP.³

Some of the changes in the revised OP make a big difference in the process. For example, the Board has raised the dollar threshold for transactions that it will review to \$3 million; at the same time, it has broadened the scope of transactions that are subject to its scrutiny. In the past several years, HHC has, like many other organizations, made purchases using Group Purchasing Organizations (GPOs); purchased goods or services through government contracts (NYS, Federal, and NYC); and entered into contracts awarded through formal bidding – and none of these contract types were previously required to be presented to the Board for approval. Now these types of procurements must be brought to the Board if its value equals or exceeds \$3 million over the life of the contract.

Going forward, the Board will also receive regular, comprehensive reports of the Corporation's contracts through a revised Contract Review Committee (CRC) process. The CRC will summarize for the Board contract activity that no longer requires Board approval, including contracts under \$3 million. The CRC will adopt a streamlined reviewing process for contracts that no longer require Board approval, and its membership will be expanded to include each of our six Network Senior Vice Presidents.

Features of the Board Statement of Policy and OP 100-5

The Board's Statement of Policy offers broad guidance and clear overall direction. For example, it reinforces the rule that real estate transactions, the hiring of auditors, and all major medical affiliation agreements are subject to approval by the Board regardless of dollar amount.

¹ OP: 20-3; 100-5; 110-1; 110-1; 110-6; 110-21; 110-22; 110-24; 110-27; 110-28; 110-29; 110-30; 120-15; 200-2 and 200-3.

² OP 20-16 and OP 130-1 are modified in part by this new OP 100-5.

³ OP 100-6 (third party uses of space at HHC facilities) and OP 10-16 (concessions) are not covered by revised OP 100-5 and remain in effect.

As the operational counterpart to the Statement of Policy, the OP provides the details and operational purchasing procedures to be followed and defines the various contractual and purchasing arrangements that are subject to OP 100-5.

To help orient staff to the new purchasing methodologies under OP 100-5, a chart is included that provides, at a glance, a guide to the requirements for each type of procurement broken out by the type of goods or service being bought, the procurement method used, and the dollar amount of the transaction.

Although the chart will be helpful, HHC employees involved in any aspect of procurement need to understand the detail contained within OP 100-5. The following points may also help to orient you to the revised policies and procedures:

- As in the past, purchases of routine medical and other supplies made in the ordinary course of business do not require Board or CRC approval. Previously, these were called "recurring contracts."
- As previously stated, with certain exceptions, Board review of contracts under \$3 million is not required. However, for contracts that will cost \$100,000 or more but less than \$3 million, CRC approval is required.
- Telephone bids are permitted for contracts of less than \$25,000.
- Under \$100,000, simplified RFPs, Negotiated Acquisitions, and Sole Source procurements are permitted without the requirement for CRC approval. In addition, Professional Service agreements previously in the "Under \$50,000" category are now categorized as "Under \$100,000" and benefit from these broadened rules.
- Simplified and clarified rules for formal bidding are explained in the OP.
- For consultants and other service agreements, there is no longer the need to distinguish between hiring individuals and companies.
- Rules for VENDEX, the assignment of contract numbers, the completion of the Doing Business Data Forms, the use of "Third Party Contracts" (group purchasing organizations, and government contracts), and the HHC EEO/AA Office are expressly covered in the OP.

Other Major Parts of HHC Procurement Reform

The revision of OP 100-5 is just one part of our broad program of procurement reform. Among the additional changes in process or areas in transformation are:

- **The Supply Chain Council (SCC)**
The Supply Chain Council is now empowered to establish corporate-wide contracts for any goods or services that would benefit from consolidation. The SCC may require that

only corporate-wide contracts can be used for goods or services it has identified for consolidated purchase. The SCC may standardize the purchase and use of certain supplies and equipment across the Corporation to help lower per unit costs by leveraging HHC's full volume purchasing power.

- **Central Office Materials Management**

The Materials Management department is given increased responsibility, capacity, and authority over all Requests for Proposals, Negotiated Acquisitions, and Sole Source procurements and to help with all other procurements.

- **The Office of Legal Affairs (OLA)**

OLA will also serve as an enhanced resource for consultation and assistance in the procurement process, available earlier in that process to support contract negotiation for all complex transactions. Additionally, OLA will continue its work to revise all standard HHC contracts.

Conclusion

Over the years, the multiple and sometimes poorly coordinated operating procedures that relate to our procurement process have led to confusion, unnecessary delay and inefficiencies that waste time, effort and limited resources.

The new OP 100-5 represents the culmination of the complex task of consolidating, revising, and ultimately reissuing a single clear and comprehensive set of purchasing procedures and rules. I am grateful to the Board, the HHC Supply Chain Council, HHC's Finance Department, the Office of Legal Affairs, and others who have made contributions over the past two years to successfully bring more clarity, coherence and efficiency to our revised procurement policy and practices.

STATEMENT OF POLICY
FOR THE REVIEW AND AUTHORIZATION OF PROCUREMENT
MATTERS BY THE BOARD OF DIRECTORS OF
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

I. POLICY PURPOSES AND GOALS

This Statement of Policy sets forth the requirements of the Board of Directors (the “Board”) of New York City Health and Hospitals Corporation (the “Corporation”) for those procurement matters of the Corporation that must receive prior Board authorization and for the manner of presentation of certain procurement matters for which prior authorization is mandated. This statement of policy shall be binding upon all officers and employees of the Corporation and shall be implemented by the President of the Corporation by the adoption of appropriately detailed Operating Procedures.

In adopting this Statement of Policy, the Board wishes to preserve the Corporation’s financial wellbeing while maintaining its efficient operations. The intent of this Statement of Policy is to ensure that the Board is informed of the Corporation’s significant contracting activity and that it reviews and authorizes certain procurement transactions before they are concluded.

II. GENERAL STATEMENT

In general, and subject only to the specific exceptions noted below, any expenditure of funds by the Corporation in excess of \$3 million for the procurement of: (i) Construction Services for “Construction Projects,” as defined below in Section IV; (ii) equipment; (iii) professional services and non-professional services; and (iv) any other expenditure of funds by the Corporation to procure goods or services, irrespective of how classified require the Board’s prior authorization regardless of the procurement method used. Further, the following require the Board’s prior approval regardless of the amount of money involved: (a) all leases, licenses and other agreements for the disposition or acquisition of real property rights; (b) all contracts for the services of auditors engaged to report on any aspect of the conduct of the business of the Corporation; and (c) all affiliation contracts for the purchase of clinical services. This Statement of Policy shall not be interpreted to relieve the officers of the Corporation from making presentations to the Board and, when appropriate receiving the approval of, or authorization from, the Board regarding non-procurement related matters such as those pertaining to strategic planning, medical and professional affairs, etc. consistent with the Corporation’s past practice and existing Operating Procedures. The Board recognizes the need to adopt new policies to govern the Corporation’s banking and financing activities and that will be addressed in a separate document. The Board acknowledges that MetroPlus Health Plan, Inc.’s certificate of incorporation requires approval by the HHC’s Board of all contracts having an annual expense of \$1 million or more and it is not intended that this Statement of Policy relax in any way such more restrictive rule.

In adopting this Statement of Policy, the Board intends to change the current practices of the Corporation in two key ways. First, the Board shall be informed about all contract spending and not just individual contracts that require Board approval. Second, as set forth in the chart appearing at the end of this Statement of Policy and explained in the following paragraphs, certain transactions of lower dollar value will no longer be presented to the Board for authorization while others of higher dollar value that had previously not required Board authorization will, in the future, require such authorization.

Currently, the threshold for having to obtain Board authorization for transactions varies greatly depending upon the size of the contract, the nature of the goods or services purchased and the method for selecting vendors. For example, for non-recurring goods or services purchased by competitive bids, the current threshold is \$1 million while there is no approval required for purchases of recurring goods or services made using competitive bidding. There is no approval needed for purchases made off of City, State, or Federal contracts or using group purchasing organizations, while professional service contracts in excess of \$50,000 require Board approval.

The new policy will increase the threshold with the result that a category of transactions previously presented to the Board for authorization will no longer be subject to such a requirement. But the new, higher \$3 million threshold will be applied without many of the exceptions that had complicated the former policy. While in the past, construction contracts, City, State, and Federal contracts and contracts made using group purchasing arrangements had not been brought to the Board, now they will be submitted for authorization if they exceed \$3 million in value and if they are for Construction Services, equipment and either professional or non-professional services. The reason that construction contracts had not been brought to the Board before is because the General Municipal Law strictly regulates the process by which such contracts are awarded and mandates the award to the low bidder. The reasoning had been that, because the Board could have no role in choosing the vendor (the law dictated the award to the low bidder), it could have no meaningful role in any part of the process. Similarly, with the use of group purchasing organizations, the list of vendors has already been vetted by the group purchasing organization. When the Corporation uses such a vendor, there is already assurance that the Corporation is getting a good price by benefiting from volume discounts and that the vendor is a responsible party. Thus, again, the choice of the vendor seemed not to be subject to debate.

Thus, while some transactions will be removed from Board consideration, others will be added with the aim being to shift the Board's focus to transactions of higher dollar value.

In implementing the changes required by this Statement of Policy, the Board wishes Management to err in favor of presenting matters to the Board for authorization in any cases of any doubt whether Board authorization is required and it shall be the responsibility of management to inform the Board of any cases where there is doubt as to whether the authorization of the Board is required.

III. PROCUREMENT MATTERS NOT REQUIRING ANY APPROVAL OF THE BOARD

The procurement matters not requiring prior authorization by the Board are: (i) grant-funded contracts under which the entity providing the goods or services is listed on the grant by the third party; (ii) contracts that do not involve any expenditure of funds; (iii) purchases of goods (such as medical/surgical supplies, pharmaceuticals and all manner of other supplies and equipment used in the ordinary course of the Corporation's business) regardless of the dollar value of such purchases; (iv) contracts for the maintenance of any of our computer systems or related components when the contract is a renewal or replacement of an existing contract with the same vendor and for a scope of maintenance services substantially the same as in the previous contract and (v) those procurement transactions, other than those pertaining to real estate, audit services or clinical services, for less than \$3 million.

IV. PROCUREMENT MATTERS REQUIRING ONLY THE BOARD'S PRIOR AUTHORIZATION FOR THE RIGHT TO EXPEND FUNDS BUT NOT FOR THE ACTUAL CONTRACT

Construction contracts governed by the NYS General Municipal Law for "Construction Projects" that will cost more than \$3 million and contracts for services made through group purchasing agreements including contracts made through City, State or Federal group purchasing agreements require prior authorization of the Board only for the right to expend the needed funds. Once the Board has approved the right to expend the funds, Board authorization shall not be required for the awarding of a contract, selection of the contracting party or any aspect of the procurement process.

For the purposes of this Statement of Policy, a "Construction Project" shall refer to the totality of the work and materials needed to complete a capital improvement or addition to one of the Corporation's facilities and shall include all elements that are planned, budgeted or contracted together. The object of such definition is to afford the Board the opportunity to consider such projects as a single endeavor and determine if the overall effort is worthy and properly funded. That a single entity will oversee or coordinate the entire effort will render the entire effort a single Construction Project. The President shall more fully define "Construction Project" as necessary through a revised Operating Procedure 100-5 to be adopted.

V. PROCESS FOR MATTERS REQUIRING BOARD APPROVAL PRIOR TO CONTRACTING

For procurement matters requiring the Board's authorization prior to contracting under the general rule of Section II, the prior approval and report of the Contract Review Committee, described below shall be required. For all real estate matters, the Office of Facilities Development shall continue to present all proposed transactions as in the past

with the addition of regular briefings of matters not ready for presentation but in earlier stages of development.

VI. PROCESS FOR OBTAINING BOARD AUTHORIZATION WHERE ONLY AUTHORIZATION FOR THE RIGHT TO EXPEND FUNDS IS REQUIRED BUT NOT FOR THE ACTUAL CONTRACT

The President shall adopt a revised Operating Procedure 100-5 to provide for presentations to the Board of requests for authorization to expend funds for procurement purposes under Section IV, above, setting forth the spending authority requested, the purpose for which the expenditure is to be made, the procurement method to be used and the source of the funds to be expended. The President shall approve a standard reporting format to be used.

VII. CONTRACT REVIEW COMMITTEE

The Contract Review Committee (CRC) shall be a management committee constituted by the President with one voting member appointed by the Chairperson of the Board. The CRC shall review all contracts that require Board authorization prior to the award of a contract. The purpose of such reviews is to ensure that:

- i. The proper procurement methodology was followed;
- ii. The contract is ready to be executed;
- iii. The required expenditure has budget authorization from Corporate Finance;
- iv. The selection process was fair and impartial; and
- v. In accordance with applicable Operating Procedures all contract negotiation processes were followed, all standard contract forms were used and that all vendor responsibility investigatory procedures were appropriately followed.

The CRC shall forward to the Board reports of all contracts requiring prior Board authorization. The President shall approve a standard reporting format to be used.

VIII. APPROVAL OF PROCUREMENT CONTRACTS AND THE RIGHT TO EXPEND FUNDS BELOW THE THRESHOLD FOR BOARD AUTHORIZATION

The President shall adopt a revised Operating Procedure 100-5 to provide a consistent method for ensuring compliance with relevant Operating Procedures and best practices with regard to procurement contracts and authorizations of the right to expend funds for procurement purposes in cases where the authorization of the Board is not required by this Statement of Policy.

IX. CONTRACT REPORTS

The President shall provide the Board with reports prepared annually showing the total contract spending by the Corporation organized by vendor listing the largest vendors accounting for approximately 80% of the Corporation's purchasing by contracting amount. Such reports shall include such other matters as the President deems appropriate and those requested by the Board. The Board believes that the development of an effective reporting structure is an essential tool to assure effective Board governance especially for matters that will no longer be presented to the Board for authorization. The format for such reports shall be determined by the President in consultation with the Board but, in any case, such report shall indicate the general subject of the contracts outstanding with the listed vendors and the expiration dates of each.

Upon presentation of such annual contracting report, the Board may select any contract or vendor for review in the course of the following twelve months regardless of whether such contract is subject to Board approval under this Statement of Policy. When a contract term will expire during the twelve months following the presentation of the annual report, the Board may determine that it wishes not only to review the contract but also to make any renewal of the contract subject to the Board's prior approval.

X. PRESIDENT'S AUTHORITY

The procedures outlined in this Statement of Policy shall be followed in all but exceptional cases, such as emergencies, where the President determines in writing to deviate from the established procedure. The President shall report any such deviation to the Board at the meeting immediately following such deviation. The President may take to the Board for prior authorization or as an informational item, any transaction or expenditure that, irrespective of the monetary thresholds established in this Statement of Policy, the President determines merits the attention of the Board. While the President shall have the sole authority to create a revised Operating Procedure 100-5 to implement this Statement of Policy, he shall present such Operating Procedures to the Board for the information of the Board and he shall not thereafter modify Operating Procedure 100-5 without similarly informing the Board of the proposed modification.

Type of Expenditure	Procurement Method(s)	Approval/Report Current	Approval/Report Under New Structure
Construction	Competitively Bid	No Board Approval	Board Approval for Spending > \$3M & Reports on Total Spending & Major Contracts **
Professional Services including outside auditors	RFP, Negotiated Acquisition or Sole Source	Board Approval of all Contracts > \$50,000	Board Approval of Contracts > \$3M & Reports & of all contracts for outside auditors**
Professional Services and non-Prof Services incl. Info. Tech Services	City, State, Federal, Group Purchase Organization	No Board Approval	Board Approval of Contracts > \$3M except renewals of IT maint. contracts w/same vendor for substantially same scope; & Reports **
Non-Prof Services incl. Information. Technology Services	Competitively Bid	Board Approval of Non-Recurring > \$1M; no Board Approval for Recurring Contracts	Board Approval of Contracts > \$3M & Reports **
Medical, Capital & Information Technology Equipment	Competitively Bid	Board Approval of all Purchases > \$1M	Board Approval of Contracts > \$3M & Reports **
Medical, Capital & Information Technology Equipment	City, State, Federal, Group Purchase Organization	No Board Approval	Board Approval of Contracts > \$3M & Reports **
Goods for Routine Operations	Competitively Bid	Board approval of non-recurring > \$1M but for Pharmaceutical, Manf. only Distrib. Medically nec. goods; no Board Approval for Recurring Contracts	No Board approval; Reports **
Goods for Routine Operations	City, State, Federal, Group Purchase Organization	No Board Approval	No Board Approval; Reports **
If Provider of Goods/ Services Named in Grant Contract; or if No Spending Required	All Methods	No Board Approval	No Board Approval
Real Estate	All Methods	Board Approval of all Agreements	Board Approval of all Agreements
Affiliation Contracts	Sole Source	Board Approval of all Agreements	Board Approval of all Agreements
MetroPlus	All Contracts	Based on MetroPlus' own rules, HHC Board Approval for Contracts w/annual spend > \$1M	Based on MetroPlus' own rules, HHC Board Approval for Contracts w/annual spend > \$1M

With all of the above, both before and after, the President may deviate from the requirement for approval in emergencies. With all the above, both before and after, the President may request approval when not required.

Small Transaction Exhibit 1

New York City Health and Hospitals Corporation - Professional Services Checklist

HHC Form 1

Facility _____

- FIRM
 INDIVIDUAL

VENDOR NAME: _____

FOR INDIVIDUALS ONLY

Has the individual met all IRS criteria to be considered an independent consultant?
For IRS Guidelines, please refer to URL below.

Yes No

TOTAL CONTRACT DOLLARS :

\$

Service Dates :

From To

Scope: (Please provide brief description of scope of work)

Justification: (Please provide brief justification for engaging a consultant/expert)

How did you assess the market rate for the service(s)? (Check as many as applicable)

- | | |
|--|---|
| <input type="checkbox"/> Multiple Proposals Received | <input type="checkbox"/> Discussion With Other Facilities/Hospitals |
| <input type="checkbox"/> Prior Engagements | <input type="checkbox"/> Other (_____) |

How did you compile Bidder's List? (Check as many as applicable)

- | | |
|--|--|
| <input type="checkbox"/> Internet Search | <input type="checkbox"/> Vendor Outreach |
| <input type="checkbox"/> Recommendation from another facility/hospital | <input type="checkbox"/> Former HHC Employee |
| <input type="checkbox"/> Vendor worked with in the past | <input type="checkbox"/> Other (_____) |

**New York City Health and Hospitals Corporation -
Professional Services Checklist**

HHC Form 1

Facility _____

How did you solicit proposals?

Telephoned bidders

Faxed / email scope of work

Posted scope of work on Internet

Other (_____)

How did you select vendor?

	%	

Cost	_____	
Qualifications	_____	
Experience	_____	
Proposed Approach	_____	
Sole Source	_____	
Total	0%	DOES NOT EQUAL 100%

Note: Must sum to 100%. If Sole Source is selected, Sole Source will equal 100%.

I hereby certify that the above is true and accurate:

X _____
Facility Department Head/Central Office Cost Group Manager

Date

X _____
Facility/Central Office Senior Vice President or Executive Director

Date

X _____
HHC Senior Vice President - Finance

Date

IRS Pub. 15-A - Employer's Supplemental Tax Guide - <http://www.irs.gov/pub/irs-pdf/p15a.pdf>
IRS Pub. 1779 - Independent Contractor or Employee - <http://www.irs.gov/pub/irs-pdf/p1779.pdf>

Small Transaction Exhibit 2

NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION
125 Worth Street
New York, N.Y. 10013

HHC Form 2

Professional Services Agreement

INSTRUCTIONS TO COST GROUP MANAGERS AND EXECUTIVE DIRECTORS: Submit three (3) original copies, signed first by the contractor, and Contractor's Proposal (Appendix A) attached to all three copies of the Agreement.

CONTRACT AGREEMENT NO. _____

This agreement, dated _____, made between the New York City Health and Hospitals Corporation ("The Corporation"), 125 Worth Street, New York, NY 10013, and

_____ of
Name of Contractor

_____ of
Contractor's Address

_____ ("Contractor"), is on the following terms and conditions:

Contractor's Federal Tax ID Number/SS#

1. The Corporation engages the Contractor to provide the services set forth in the attached Contractor's Proposal (Appendix A) and the Contractor agrees to perform said services and to provide all necessary staff support and administrative services.
2. Said services will commence on or about _____ and continue to completion no later than _____. The Corporation and the consultant/expert may mutually agree to modify these dates in writing.
3. Upon receipt by the Corporation of invoices(s) and in full payment for the satisfactory completion of such services and any and all disbursements incurred by the Contractor therewith, the Corporation will pay, the Contractor a sum not exceeding \$ _____ as follows (Insert rate of pay and payment schedule):
4. The supplementary Terms and Conditions set forth in the attached Appendix B (HHC 1241) are a part of this agreement, a copy of which the Contractor acknowledges receiving by signing this agreement.
5. I hereby certify, as a condition of engagement, that I will waive any claim, or application for any right or privilege applicable to an employee of the corporation or the City, including, but not limited to, Worker's Compensation, Unemployment Insurance Benefits, Social Security coverage, employee retirement membership or credit, or leave entitlement.

6. _____
HHC Project Leader -- Location & Telephone Number (Type or Print)

ACCEPTED:

APPROVED AS TO PROGRAM:

Contractor (Signature/Date)

HHC -- Authorized Official signature/Date*

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

HHC Legal Department (Signature/Date)

HHC Vice President -- Finance (Signature/Date)

NOTE: this agreement will not become effective until signed by both the Corporation and the Contractor.

*President, Vice President, Senior Assistant Vice President, General Counsel, or Executive Director

APPENDIX B

Supplementary Terms and Conditions For Professional Services Agreements Under \$100,000 New York City Health and Hospitals Corporation

ARTICLE FIRST: REPRESENTATIONS AND WARRANTIES

A. PROCUREMENT OF AGREEMENT. Contractor represents and warrants that: (a) no person, entity or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingency fee or any other compensation; and (b) no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Contractor makes such representations and warranties to induce HHC to enter into this Agreement and HHC relies upon such representations and warranties in the execution hereof.

B. CONFLICT OF INTEREST. Contractor represents and warrants that: (a) neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided and (b) in the performance of or the rendering of services under this Agreement, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of HHC or City of New York (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 such person's personal interest or the interest of any corporation, partnership or association in which such person is, directly or indirectly, interested; nor shall any such person have an interest, direct or indirect, in this Agreement or in the proceeds thereof.

C. NO DEFAULTS. Contractor represents and warrants that it: (a) is not in arrears to HHC or City upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to HHC or the City, and has not been declared not responsible or disqualified, by any City or New York State ("NYS" or "State") agency, nor is there any proceeding pending relating to Contractor's responsibility or qualification to enter into any public contract; and (b) has paid all applicable City income, excise, and other taxes due from all years it has conducted business activities in the City.

D. FAIR PRACTICES. Contractor and each person signing on behalf of Contractor represents, warrants and certifies, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Agreement have been arrived at independently without collusion, communication or agreement, with the intent of restricting competition, as to any matter relating to such prices with any other competitor;
2. Unless otherwise required by law, the prices quoted in this Agreement and on Contractor's proposal have not been knowingly disclosed by Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by Contractor to induce any other person, partnership, corporation or other entity to submit or not to submit a proposal with the intent of restricting competition.

The fact that Contractor has (i) published price lists, rates, or tariffs covering items being procured; (ii) 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 being bid, does not constitute, without more, a disclosure within the meaning of subsections (1) or (2).

E. TERMINATION FOR BREACH OF REPRESENTATIONS AND WARRANTIES. For a breach or violation of the representations or warranties set forth in Sections A, B, C and D of this Article First, HHC shall have the right to annul this Agreement immediately without notice or liability, entitling it to recover all monies paid hereunder. Contractor shall not make claim for, or be entitled to recover, any sum or sums due or paid under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded HHC for the violation or breach of said representations and/or warranties, nor shall it constitute a waiver of HHC's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

F. LOWEST FEE. Contractor represents and warrants that the direct fees for services charged to HHC for those services which HHC receives pursuant to the terms of the Agreement shall be the lowest fees for services which are charged by Contractor to any of Contractor's customers for like services. This representation and warranty includes those customers of Contractor who are, as of the date of this Agreement, under contract with Contractor and under any subsequent renewal of any such contract. Should HHC, at any time, determine that the representation and warranty above has been breached, then in that case, payment to Contractor by HHC shall be modified to reflect payment only at the aforesaid "lowest fees."

G. PROHIBITION ON GIFTS AND GRATUITIES. Contractor agrees that neither it nor any of its directors, officers, members, partners, employees or agents shall directly or indirectly give any gift in any form, including but not limited to money, service, loan, travel, entertainment, hospitality, thing or promise, to members of the Corporation's Board of Directors, Community Advisory Boards, Corporation officers, employees, or personnel working for any Corporation hospital auxiliary or professional or

academic affiliate. Violation of the foregoing by Contractor, its employees or agents will constitute a material breach of the Agreement and the Corporation shall have a right to terminate the Agreement upon 10 days written notice to Contractor.

ARTICLE SECOND: AUDIT BY CORPORATION AND CITY; MAINTENANCE OF RECORDS. All vouchers or invoices presented for payment hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by HHC and the City Comptroller (the "Comptroller") pursuant to the powers and responsibilities conferred upon the Comptroller by the Charter and City Administrative Code, and all orders and regulations promulgated pursuant thereto. Contractor shall submit any and all documentation and justification in support of expenditures or fees hereunder as HHC and the Comptroller may require so that they may evaluate the reasonableness of the charges. Contractor shall (a) maintain separate and accurate books, vouchers, invoices, documents and records in accordance with standard accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance hereof; (b) retain such documents for six (6) years after the later of final payment or termination; and (c) make all such records available for periodic inspection and audit by the State, Federal government and duly authorized HHC or City representatives. If an investigation, inspection or audit is commenced, HHC has the right to withhold any payment due until Contractor satisfactorily meets all the above requirements.

ARTICLE THIRD: COVENANTS OF CONTRACTOR

A. EMPLOYEES. All officers, agents or employees of Contractor, and all independent contractors engaged by Contractor to perform work under this Agreement, are neither employees of HHC nor the City nor under contract to HHC or the City. Contractor alone is responsible for their work, direction, compensation and personal conduct while performing pursuant to this Agreement. Except under the circumstances when Contractor's employee is directed by HHC or the City to perform services in a manner contrary to that which Contractor, in its reasonable judgment deems appropriate, and which employee is not otherwise negligent or engaging in intentional misconduct, nothing in this Agreement shall impose any liability or duty on HHC or the City for: (a) the acts, omissions, liabilities or obligations of Contractor or any person, firm, company, agency, association, corporation or organization engaged by Contractor as expert, consultant, independent contractor, specialist, trainee, employee or agent; or (b) taxes of any nature.

B. EMPLOYEE/AGENT BACKGROUND CHECKS. Prior to assigning any of its employees, agents or independent contractors to work at an HHC site, Contractor shall conduct a criminal history background check on such person covering the three years prior to such proposed assignment. The criminal record check must include, for NYS residents, a criminal history record search of the NYS Office of Court Administration's records for all 62 NYS counties and the records for any other state in which the person resided in the last three (3) years. HHC may require Contractor to perform a more extensive background check on workers who will have direct contact with mentally ill or minor patients, provide nursing home or home health care services or in certain other situations. Contractor shall also comply with all applicable federal, state or local statutes or regulations requiring criminal history background checks. After reviewing a background report, Contractor shall provide a written, signed certification to HHC stating that there is nothing in the background of the person who is the subject of such report that would render him or her unsuitable to work in a health care setting or HHC administrative office, as applicable. Contractor shall maintain these reports for six (6) years. HHC may audit Contractor's records to verify compliance with this Section.

C. MINIMUM WAGES. Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the NYS Labor Law, all persons employed by 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 or violation of the foregoing shall be deemed a material breach of this Agreement.

D. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor is an independent contractor, and not an employee of HHC or the City and that in accordance with such status as independent contractor, Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of HHC or the City, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of HHC or the City including, but not limited to, Workers' Compensation or Unemployment Insurance Benefits, Social Security or employee retirement membership or credit.

E. COMPLIANCE WITH LAW. Contractor shall obtain all required approvals and licenses from appropriate Federal, State, and City authorities and render all services hereunder in accordance with applicable statutes, rules and regulations.

F. INVESTIGATIONS. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by HHC, State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath. 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, State, any political subdivision thereof or local development corporation within the City, then HHC's President shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties shall attach for the failure of a person to testify. The penalties that may attach after a final determination may include but shall not exceed: (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from HHC or the City; and/or (b) the cancellation or termination of any and all such existing HHC or City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted hereunder, 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 HHC or City incurring any penalty or damages on account of such cancellation or termination. Any monies lawfully due for goods delivered, work done, or fees accrued prior to the cancellation or termination shall be paid by HHC or City, as applicable. As used herein, "license" or "permit" shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

G. PUBLICITY AND PUBLICATION. HHC's prior written approval is required before Contractor or its employees, agents, or independent contractors may, at any time, either during or after termination or cessation of the services required by this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement. If Contractor or any of its employees publishes a work dealing with any its performance under this Agreement, or the results and accomplishments attained in such performance, HHC shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use the publication.

H. PARTICIPATION IN AN INTERNATIONAL BOYCOTT. Contractor agrees that neither Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, and the regulations of the United States Department of Commerce promulgated thereunder (collectively, the "Export Act"). Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, Contractor or a substantially-owned affiliated company thereof, for violation of the Export Act, HHC may, at its option, terminate and render forfeit and void this Agreement. Contractor shall comply, in all respects, with of Section 6-114 of the City Administrative Code and the rules and regulations issued by the Comptroller thereunder.

I. CONDUCTING BUSINESS IN NORTHERN IRELAND. Contractor hereby warrants and represents that it complies with HHC's policy as set forth in the "Notice to Bidders and Proposers – Certification Regarding Business Dealings in Northern Ireland" (incorporated by reference and made a part hereof), a copy of which is available to Contractor upon request.

J. INVENTIONS, PATENTS AND COPYRIGHTS

1. Any discovery or invention arising out of or developed in the course or performance of this Agreement shall be promptly and fully reported to HHC, and if this work is supported by a Federal grant of funds, it shall promptly and fully be reported to the Federal Government for determination as to whether patent protection of such invention or discovery 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.

2. No report, document or other data produced in whole or in part with contract funds may be copyrighted by Contractor nor shall any notice of copyright be registered by Contractor in connection with any report, document or other data developed for this Agreement.

3. In no event shall subsection 1 or 2 above be deemed to apply to any discovery or invention of Contractor which existed prior to or was developed or discovered independently from its activities related to or funded by this Agreement.

4. If any copyrightable material is developed under, or in the course of performing, this Agreement, the City, HHC and any Federal agency providing funding shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and authorize others to use, the work for governmental purposes.

5. Any and all software, computer data, and any accompanying literature developed in connection with this Agreement shall be the sole property and for the sole use of HHC. Contractor agrees that all such material constitutes confidential information; is the sole property of HHC and HHC or retains all right, title and interest, in said software. Contractor further agrees not to disclose to any third party any information obtained from HHC or concerning HHC's operations, existing or future computer programs or other record keeping procedures, except as such disclosure may be required by law, or as otherwise authorized in advance of disclosure by HHC in writing.

6. Contractor shall execute all documents reasonably required by HHC to implement the confidentiality provisions hereof.

K. ANTITRUST. Contractor hereby assigns, sells, and transfers to HHC and the City all right, title and interest in and to any claims and causes of action arising under State of federal anti-trust laws relating to the goods or services purchased hereunder.

L. CONFIDENTIALITY. Contractor agrees to keep confidential all reports, information, or data furnished or prepared, assembled or used by it under this Agreement, and not make them available to any individual or organization, or publish them without the prior written approval of HHC or as permitted or required by law. All reports, information or data pertaining to Contractor, its employees or customers which are disclosed to HHC or learned by HHC as a result of this Agreement shall be held confidential by HHC and not disclosed to third parties except with the prior written consent of Contractor or as authorized or required by law.

M. EQUAL EMPLOYMENT. Contractor agrees that, in consideration of the award to it of this Agreement, it will comply with Mayor's Executive Order 50, dated April 25, 1980 (as amended) and the rules and regulations promulgated thereunder, including, inter alia, that it will not engage in any unlawful discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, citizenship status, sexual orientation or affectional preference in all employment decisions including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination and all terms and conditions of employment except as provided by law.

N. HIPAA COMPLIANCE. The parties shall take such actions as necessary to comply fully with the requirements relating to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If at any time HHC determines that a HIPAA-compliant business associate agreement is required to be executed by both parties to maintain such compliance, Contractor shall comply with such requirement

ARTICLE FOURTH: LIABILITY; INSURANCE

A. LIABILITY. Contractor shall be solely responsible for all physical injuries to, or death of, its officers, agents, or employees, or any other person arising during the period of performance under this Agreement and for all damage to any property sustained during its operations and under this Agreement resulting from any negligence, fault, act or omission or error in judgment of any of its officers, trustees, employees, agents, or independent contractors. Contractor shall hold harmless and indemnify HHC and the City from liability upon any and all claims for damages on account of such injuries or death or such property damage, except to the extent such claims are due to the sole negligence of HHC or City. Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of Contractor or not. If a claim is made or action is brought against HHC or City arising out of the negligence or careless acts of Contractor's employee, or Contractor's negligent performance of this Agreement, HHC or City shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action.

B. LIMITATION OF LIABILITY. HHC's liability to Contractor for any losses or damages, direct or indirect, arising out of any of the provisions of this Agreement, shall not exceed the amount due Contractor for services performed hereunder that remain unpaid at the time of such loss or damage. HHC shall not be liable to Contractor for incidental or consequential damages in any event. This clause shall supersede any other clause of this Agreement that may be deemed inconsistent with it.

C. INFRINGEMENTS. Contractor shall be liable to HHC and indemnify and hold HHC and the City harmless for any damage or loss or expense sustained by HHC or the City from any infringement by Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by Contractor in the performance of this Agreement.

D. INSURANCE. Contractor shall carry paid up comprehensive general liability and contractual liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence, covering bodily injury, personal injury (endorsed to cover types A, B, and C), and property damage, under a combined single limit. Such insurance shall protect HHC and the City against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such, injuries, death or damages be attributable to the statutory or common law negligence or any other acts of Contractor, its employees, officers, trustees, agents, or independent contractors. Such policy or policies of insurance shall be obtained from a company, or companies, duly licensed to do business in the State, shall name HHC and the City as insured thereunder, and shall provide that, in the event of cancellation, HHC shall be notified in writing at least thirty (30) days in advance. In addition, such policy or policies shall provide that the carrier shall appear, defend and indemnify HHC and/or the City, including the agents, officers, and employees of HHC and the City, in connection with all such claims, loss or damage. Contractor will provide HHC with two executed copies of the certificates of such insurance policies for approval as to form prior to the effective date of this Agreement.

E. WORKERS' COMPENSATION; DISABILITY BENEFITS; UNEMPLOYMENT INSURANCE. If this Agreement be of such a character that Contractor's employees hereunder are required to be insured by the provision of Chapter 615 of the Laws of 1922, known as the "Workers' Compensation Law" and acts amendatory thereto, the Agreement shall be void unless Contractor shall secure Worker's Compensation Insurance and Disability Benefits Insurance for the benefit of Contractor's employees in accordance with the laws of the State. Contractor shall keep insured during the term of this Agreement all such employees in compliance with the provisions of said laws and shall furnish HHC with two certificates of such insurance coverage. In addition, Contractor shall provide unemployment insurance coverage for its employees.

ARTICLE FIFTH: POOR PERFORMANCE BY CONTRACTOR

1. If, in the sole judgment of HHC, Contractor's performance of the Work improper, dilatory, or otherwise not in strict compliance with all requirements of this Contract, HHC may in addition to any other of its rights or remedies, issue a written warning to Contractor that it is a poor performer (the "Warning"). Such Warning may be issued, at any time prior to the termination of this Agreement. If Contractor disputes such Warning, Contractor shall give written notice (the "Protest Notice") to HHC within 15 business days or receipt of the Warning. HHC shall review the matter and deliver a written determination to Contractor either affirming, modifying or rescinding the Warning. If HHC does not give Contractor a termination with 45 days of receipt of Contractor's Protest Notice, the Warning will be deemed to be rescinded on the 45th days following such receipt. Within 90 days but not less than 30 days after the termination of this Agreement (unless the Warning was previously rescinded), HHC shall notify Contractor of its right to appear at a hearing, on not less than five days notice to determine if Contractor shall be classified as a poor performer. At any such hearing, Contractor may be represented by counsel and present or refute evidence and testimony relevant to the issue of Contractor's alleged poor performance. HHC shall issue a written decision either classifying Contractor as a poor performer or rescinding the Warning, as the case may be, with the reasons therefor.

2. If Contractor disputes the final poor performer classification by HHC, Contractor may seek review of the decision by requesting of HHC, in writing, within ten business days of receipt of such classification, that it convene a review board. HHC's decision shall be final and binding with respect to such classification if Contractor does not request a review board as herein provided. Contractor agrees to forebear from the commencement of any action or proceeding regarding HHC's classification of Contractor as a poor performer, unless Contractor has so required a review board, and such board has issued a final decision.

3. If Contractor does not dispute the final poor performer classification by HHC, HHC shall upon five days a written notice to Contractor and within 15 days of having delivered such written notice to Contractor, convene a board of responsibility to determine if Contractor is a responsible contractor.

ARTICLE SIXTH: TERMINATION

A. HHC's TERMINATION RIGHTS. HHC shall have the right to terminate this Agreement, in whole or in part:

1. Upon ten (10) days' written notice to Contractor, if in HHC's opinion, Contractor has materially breached this Agreement.
2. Upon written notice to Contractor, if Contractor becomes insolvent, or in the event of the commencement under the Federal or State Bankruptcy Act of any proceeding by or against Contractor, either voluntarily or involuntarily, or if a receiver has been appointed for Contractor's assets.
3. Without cause, upon thirty (30) days written notice to Contractor, if HHC deems that termination would be in the best interest of HHC or City.

B. CONTRACTOR'S TERMINATION RIGHTS. Contractor shall be entitled to apply to HHC to have this Agreement terminated by HHC by reason of Contractor's failure to perform this Agreement (including any failure to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without Contractor's fault or negligence. Such causes may include, without limitation: Acts of God or public enemies; government acting in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond Contractor's reasonable control.

ARTICLE SEVENTH: MISCELLANEOUS

A. GOVERNING LAW; VENUE; REMEDIES; WAIVER.

1. This Agreement shall be deemed to be executed in the City of New York, State of New York regardless of the domicile of Contractor.
2. All claims asserted by or against HHC arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York.
3. HHC's rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
4. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

B. GENERAL RELEASE. Payment to Contractor or its assignees of final payment under this Agreement, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to HHC and the City from any liability to Contractor based on a contractual claim and arising out of this Agreement.

C. CLAIMS AND ACTIONS THEREON.

1. No action at law or proceeding in equity against HHC shall lie or be maintained upon any claims based upon this Agreement or arising out of this Agreement or in any way connected with this Agreement unless Contractor shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claims, all as herein provided, and

2. If any claim is made or any action brought in any way relating to this Agreement, Contractor shall diligently render to HHC and/or the City any assistance that they may reasonably require of Contractor.

3. Contractor shall report to HHC in writing within three (3) working days of the initiation by or against Contractor of any legal action or proceeding in connection with or relating to this Agreement.

4. No claim whatsoever shall be made by Contractor against any officer, agent or employee of HHC or City for, or on account of, anything done or omitted in connection with this Agreement.

D. NOTICES. Contractor and HHC hereby designate the business addresses specified in this Agreement as the places where all notices, direction or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail, return receipt requested, shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Nothing in this section 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.

E. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY. The parties intend and understand that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. It is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice from such omission to the rights of either party hereunder. The invalidity or unenforceability of any term or condition hereof shall in no way affect the validity or enforceability of any other term or condition.

F. POLITICAL ACTIVITY. There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purpose or to pay the salary or expense of any person to engage in any activity designed to influence legislation or appropriations pending before the United States Congress.

G. MODIFICATION; MERGER. This Agreement may be modified by the parties only in writing and may not be altered or modified orally. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement regarding the subject matter hereof shall be deemed to exist or bind any party hereto, or to vary any of the terms contained herein.

H. ASSIGNMENT; SUBCONTRACTING. Contractor shall not assign, or subcontract this Agreement in whole or in part, unless HHC's prior written consent is obtained.

I. NO REMOVAL OF RECORDS FROM PREMISES. If performance of this Agreement involves Contractor's use of any papers, files, data or records maintained at an HHC site, Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of HHC's designated official.

J. INSPECTION OF SITE. HHC's representatives, or City, State or Federal government representatives, have the right to be present at the work site to observe the work being performed.

K. SECTION 400.4: NYS HOSPITAL CODE. If this Agreement is to be performed within a health care facility, then, notwithstanding any other provision hereof, HHC remains responsible for: (a) ensuring that any services provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and (c) ensuring adherence to the plan of care established for patients.

L. RECOUPMENT OF DISALLOWANCES, QUESTIONED COSTS AND OVER-PAYMENTS. HHC may, at its option, withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audit respecting this Agreement or any other agreement between the parties hereto, including any agreement for a term commencing prior to the commencement date of this Agreement.

M. SURVIVAL. Article Fourth (with respect to claims arising during the life of this Agreement) and all representations, warranties and confidentiality provisions contained herein shall survive termination of this Agreement.

Formal Bidding Exhibit 1

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION MATERIALS MANAGEMENT 346 BROADWAY RM. 516 NEW YORK, NEW YORK 10013	BID REQUEST			
	PAGE	OF	NUMBER	DATE
	THE ABOVE NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE THIS IS NOT AN ORDER			

BUYER	TELEPHONE () -	BIDS WILL BE RECEIVED UNTIL <div style="text-align: right;"> TIME* DATE PUBLIC OPENING AT ABOVE TIME AND DATE: <input type="radio"/> YES <input type="radio"/> NO <small>*NYC LOCAL TIME</small> </div>
BIDDER		
		SEALED BIDS ARE INVITED FOR FURNISHING THE SUPPLIES AND SERVICES SPECIFIED BELOW IF YOU DO NOT BID, RETURN FORM STATING REASON. FAILING TO RESPOND MAY RESULT IN REMOVAL OF YOUR NAME FROM OUR BIDDER'S LIST ALL PRICES MUST INCLUDE PACKAGING, PACKING, MARKING AND DELIVERY BALANCE OF TERMS AND CONDITIONS APPEAR ON SEPARATE FORMS HHC 110-29 AND HHC 110-96 AND MADE A PART HEREOF.

FOR DELIVERY TO

ITEM DESCRIPTION
 PROMPT PAYMENT DISCOUNTS WILL NOT BE CONSIDERED IN DETERMINING AWARDS
 DISCOUNT
 LESS _____% 30 DAYS LESS _____% 45 DAYS LESS _____% 60 DAYS

CERTIFICATE OF LOWEST PRICING. The bidder certifies that the prices quoted herein are the lowest prices charged any customers with like size and volume. Should the successful bidder offer any customer lower prices up to the time of performance, such lower prices shall apply. Failure to comply with paragraph 12 of the General Conditions may result in administrative action being taken against the contractor.

FURNISH & DELIVER:

FOR A PERIOD OF:

BIDDER OFFER The undersigned offers and agrees to furnish, subject to all terms and conditions endorsed hereon or attached hereto, all or any items upon which prices quoted, within the delivery time indicated, and at the price set opposite each item. This offer shall become binding if accepted by the Procurement Division of the above within 90 days from the date of bid opening and the right is reserved to accept or reject all or part of a bid. Thereafter, a bidder may withdraw its bid only in writing and preceding an actual award to same bidder

		() -
SIGNATURE IN INK (DO NOT TYPE OR PRINT NAME)	STREET	TELEPHONE NUMBER
		() -
TITLE	CITY, STATE, ZIP CODE	FAX NUMBER

Formal Bidding Exhibit 2

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION MATERIALS MANAGEMENT 346 BROADWAY RM 516 NEW YORK, N Y 10013		BID REQUEST			
		PAGE	OF	NUMBER	DATE
		THE ABOVE NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE THIS IS NOT AN ORDER			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION

Formal Bidding Exhibit 3

SOUTH MANHATTAN HEALTH NETWORK BELLEVUE HOSPITAL CENTER 462 FIRST AVENUE NEW YORK, NY 10016	BID REQUEST		
	PAGE	OF	DATE
	THE ABOVE NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE THIS IS NOT AN ORDER		

INSTRUCTIONS TO BIDDERS

1. "Contract Agreement" or Standard Lease Agreement includes the Bid Terms and Conditions, the Bid, Applicable Drawing and Specifications and the Contract Agreement as referenced by the Clauses herein and/or purchase order(s).
2. The attached Bid Request incorporates a Contract/Agreement Form by reference or a Standard Lease Agreement by reference and a page for the vendor's signature and seal and a page for notarization.
3. All bidders shall review the entire Bid Request, furnish information required in the blank spaces if applicable to the procurement, and the last two pages. These two pages require the signature, corporate seal and notarization. Where a Standard Lease Agreement is to result, the vendor shall insert the information required in clauses 3, 11 and 19.
4. All bidders shall return the signed, sealed and notarized copies with the Bid Request and the successful vendor will receive one acceptance copy referencing the Contract/Agreement.
5. Should the bidder take exception to any provisions of the Contract/Agreement form, such exception(s) must be in the form of a letter attached to the bid stating the exception(s) and the reasons therefore. This will not limit the New York City Health and Hospitals Corporation's right to make an award in its best interests.
6. Contract Compliance Questionnaire – Form HHC 978 is an integral part of this Bid Request and is to be completed and returned with this bid. Failure to do so will result in the rejection of your bid.
7. Payment Terms: The New York City Health and Hospitals Corporation encourages vendors to offer cash discounts. Invoices that offer such terms are handled on a priority basis and every attempt is made by the Corporation to issue payment within the discount period.
8. The Federal Price Discrimination Law (Robinson-Patman Act) does not apply to purchases made by the Corporation.
9. Clauses Inserted By Reference: Unless cancelled by HHC, this procurement will result in a contract. The Terms and Conditions of HHC Form 110-29 as well as the Contract/Agreement Clauses (HHC 110-96) are hereby inserted by reference and made part of this contract.
10. Conflict Between Clauses: In the event of a conflict between the clauses contained in the Terms and Conditions (HHC Form 110-29) and the Contract/Agreement Clauses (HHC 110-96), the intent of the Contract/Agreement Clauses shall govern.
11. Escalation Clause: Any escalation clause entered by the bidder on this bid will make the bid non-responsive and the bid will not be considered.
12. Bidder's Offer: The bidder offers and agrees to furnish, subject to all terms and conditions endorsed hereon or attached hereto, all or any items upon which prices are quoted, within the delivery time indicated, and at the price set opposite each item. This offer shall become binding if accepted within ninety (90) days from the date of the bid opening and the right reserved to accept or reject all or part of a bid. Thereafter a bidder may withdraw its bid only in writing and preceding an actual award to the same bidder.
13. Responsiveness: The total bid package attached herewith is to be returned in the order in which it is received. All forms and certifications must be completed where applicable. Failure to comply may determine bid to be non-responsive.
14. Samples: When specified, samples are to be submitted at the time of bid opening. Bidders are to properly identify samples with their company name, item or product number, or other identifying information.

Formal Bidding Exhibit 4

Bid Title		Buyer				Opening Date		Opening Time <input type="checkbox"/> AM <input type="checkbox"/> PM		Bid Number		Page of	
Bid-Item - Description													
Terms													
Delivery ARO													
NYC Vendor													
Samples Provided													
	\$												
Manufacturer													
Product #													
Packaging													
	\$												
Manufacturer													
Product #													
Packaging													
	\$												
Manufacturer													
Product #													
Packaging													
	\$												
Manufacturer													
Product #													
Packaging													
	\$												
Manufacturer													
Product #													
Packaging													
	\$												
BID TABULATION SHEET HHC 385 (R Mar 89)						Bid Opening Officer				Bid Recorder			

CONTRACT REVIEW COMMITTEE

APPLICATION

TO ISSUE A

REQUEST FOR PROPOSALS

~

CONTRACT REVIEW COMMITTEE APPLICATION TO ISSUE A REQUEST FOR PROPOSALS

Instructions

The Network, Facility or Corporate Division seeking approval to issue a Request for Proposals (“RFP”) (the “Requestor”) should complete this application in conjunction with the respective Contract Liaison.

A completed application will include the following:

- Request for Proposals Application Form;
- Proposers List;
- The Advertisement;
- Budget Authorization Form;
- A Request for Proposals Document (that is ready for distribution);
- The Evaluation Form (that will be used to rate the proposals);
- HHC’s Standard Corporate Contract to include with the RFP; and,
- Web Site Links for EEO’s Supply & Service Forms, Vendex Forms, and Doing Business Data Forms.

This Application Form includes Guidelines to assist in responding to the questions. Please review the guidelines prior to completing the form.

The completed application must be submitted electronically to Marva Langdon Dunn at marvalangdon.dunn@nychhc.org by the Contract Review Committee’s due date. The CRC will not review incomplete applications, which will be returned to the Requestor.

The Contract Review Committee meeting dates can be obtained from the Contract Liaison, or by calling the Division of Operations at 212-788-5456.

If you should have any questions regarding any aspect of this Application, please check with the Contract Liaison or call the Division of Operations, Contract Administration and Control at 212-788-5423.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO ISSUE A REQUEST FOR PROPOSALS**

Document Control # _____

PLEASE COMPLETE ALL OF THE FOLLOWING QUESTIONS

1. Identify the Network/Facility or Corporate Division issuing this RFP, including the name, title, address, phone number and fax number of the person who is accountable for this RFP.

Guideline: The accountable person must be a senior level manager who will also be responsible for maintaining all documents concerning this RFP. It is recommended that more than one person be listed.

2. Give a brief and specific description of the scope of work, expected deliverables, schedule for completion of work and the preferred method of payment (lump sum, hourly rates or some combination). If you choose lump sum you must additionally include the anticipated payment schedule, which should correspond to completed deliverables. The Corporation's policy is to pay vendors for services rendered. If you anticipate that the services you are requesting will require an upfront payment to the vendor, you must seek the approval of the Contract Review Committee. All requests to pay vendors prior to work being performed shall be denied unless the Requestor can demonstrate a compelling justification.

Guideline: Managers are expected to define clearly the scope of work, expected deliverables and a projected time frame for completing each deliverable and the total project.

3. Provide the anticipated total contract amount including all budget breakdowns as you have calculated them.

Provide a brief costs/benefits analysis of the services to be purchased.

Provide a completed and signed Budget Authorization Form.

Guideline: You are required to identify clearly the expected cost for the services or employment you are requesting, including all assumptions you have made to arrive at the total as shown on the Budget Authorization Form.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO ISSUE A REQUEST FOR PROPOSALS**

4. Provide a schedule that includes all relevant dates for completion of the RFP and contract authorization process, as appropriate:

A. Contract Review Committee Process

CRC Approval to Issue RFP.....
 Advertisement Published From To.....
 RFP Release
 Proposers Conference [Mandatory? Y__ N__]
 Proposals Due
 Oral Presentation (if applicable).....
 Selection Committee Meeting
 Contract Negotiations
 CRC Approval of Contractor and Contract.....

B. Board of Directors Approval Process

Board Committee Package Due.....
President's Board Briefing Package
(Due three weeks prior to Board Committee Meeting).....
Board Committee Meeting.....
Board of Directors Meeting.....
Contract Execution.....
Contract Start

5. Identify the publications in which the RFP will be advertised.

Guideline: You are required to advertise on HHC's Web Site, the City Record for a minimum of 10 business days and, if appropriate, a trade journal and in at least one New York City publication with city wide circulation.

6. Identify the Selection Committee members and the Chairperson.

Guideline: The Selection Committee should include a minimum of five (5), and a maximum of nine (9), managers who have knowledge and expertise in some aspects of the service or equipment being solicited.

7. Identify the Selection Committee's evaluation criteria. Highlight deviations from the sample Evaluation Form and the reasons for changes.

Guideline: To the extent possible, the evaluation criteria should be consistent with the sample evaluation form, attached. Sub-criteria, if appropriate, should be limited to five.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO ISSUE A REQUEST FOR PROPOSALS**

8. If you have deviated from the standard provisions in the sample RFP, please identify the changes and the reasons for the changes.

Guideline: You are expected to highlight changes or modifications to the boilerplate provisions of the attached RFP.

9. If you have determined that the Proposers Conference is mandatory, please identify the basis for such a determination.

Guideline: A mandatory proposers conference can only be justified when it would not be reasonable to expect the proposer to submit a responsive proposal without attendance.

10. Identify provisions, if any, that you have added to the Standard Corporate Contract that are unique to the services or equipment being solicited in order to accommodate market and business practices. If no changes are necessary, please indicate.

Guideline: You are expected to identify any special provisions you will need in the boilerplate contract and why.

11. Will the contract produce artistic/creative/intellectual property? Who will own it? Will a copyright be obtained? Will it be marketable?

Guideline: If you answer yes to this question you must give the committee all contract terms and conditions that will address the issue referenced.

12. If this is computer or computer software acquisition contract, how long do you plan to use the hardware or software?

Guideline: You are required to disclose any anticipated contract which will be required for ongoing maintenance of the equipment or software. NOTE: All requests for Information Technology systems must first be approved by the Information Technology Strategic Planning Committee.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO ISSUE A REQUEST FOR PROPOSALS**

This application must be reviewed by the Contract Liaison for compliance with CRC procedures, and signed by the Network Senior Vice President, Executive Director or Central Office Senior Vice President.

.....

APPROVED FOR COMPLIANCE:

Signature: _____
CONTRACT LIAISON

Date:

APPROVED FOR CRC SUBMISSION:

Signature: _____

Date:

Print Name: _____

Title: _____

CONTRACT REVIEW COMMITTEE

APPLICATION

TO INITIATE A

NEGOTIATED ACQUISITION

HHC 2456 (R July 2011-OPS)

CONTRACT REVIEW COMMITTEE APPLICATION TO INITIATE A NEGOTIATED ACQUISITION

Instructions

This application should be completed by the Network, Facility or Corporate Division in conjunction with the contract liaison for the respective Network, Facility or Corporate Division seeking approval to initiate a Negotiated Acquisition contract award.

A completed application will include the following:

- Request to initiate a Negotiated Acquisition Application Form;
- Proposers List;
- The Advertisement;
- Budget Authorization Form;
- A completed Scope of Work that is ready for distribution;
- The Evaluation Form (that will be used to rate the proposals);
- HHC's Standard Corporate Contract to include with the NA; and,
- Web Site Links for EEO's Supply & Service Forms, Vendex Forms, and Doing Business Data Forms.

This Application Form includes Guidelines to assist in responding to the questions. Please review the guidelines prior to completing the form.

The completed application must be submitted electronically to Marva Langdon Dunn at marvalangdon.dunn@nychhc.org by the Contract Review Committee's due date. The CRC will not review incomplete applications, which will be returned to the Requestor.

The Contract Review Committee meeting dates can be obtained from the Contract Liaison, or by calling the Division of Operations at 212-788-5456.

If you should have any questions regarding any aspect of this Application, please check with the Contract Liaison or call the Division of Operations, Contract Administration and Control at 212-788-5423.

CONTRACT REVIEW COMMITTEE APPLICATION TO INITIATE A NEGOTIATED ACQUISITION

Document Control No. _____

PLEASE COMPLETE ALL OF THE FOLLOWING QUESTIONS

1. Identify the Network/Facility or Corporate Division requesting this Negotiated Acquisition, including the name, title, address, phone number, fax number, and email address of the person who is accountable for the negotiations.

Guideline: The accountable person must be a senior level manager who will also be responsible for maintaining all documents concerning this request for a Negotiated Acquisition. It is recommended that more than one person be identified.

2. Provide a justification for a Negotiated Acquisition.

Guideline: The justification must meet the standards identified in Article VII, Section (A)(ii), (B) and (D) of Operating Procedure No. 100-5. Your justification must include a statement as to why public solicitation via an RFP is not in the Corporation's best interest.

3. Give a brief and specific description of the scope of work, expected deliverables, schedule for completion of work and the preferred method of payment (lump sum, hourly rates or some combination). If you choose lump sum you must additionally include the anticipated payment schedule, which should correspond to completed deliverables. The Corporation's policy is to pay vendors for services rendered. If you anticipate that the services you are requesting will require an upfront payment to the vendor, you must seek the approval of the Contract Review Committee. All requests to pay vendors prior to work being performed shall be denied unless the Requestor can demonstrate a compelling justification.

Guideline: Managers are expected to define clearly the scope of work, expected deliverables and a projected time frame for completing each deliverable and the total project.

4. Provide the anticipated total contract amount including all budget breakdowns as you have calculated them.

Provide a brief costs/benefits analysis of the services to be purchased.

Provide a completed and signed Budget Authorization Form.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE
A NEGOTIATED ACQUISITION**

Guideline: You are required to identify clearly the expected cost for the services or employment you are requesting, including all assumptions you have made to arrive at the total as shown on the Budget Authorization Form.

5. Provide a schedule that includes all relevant dates for completing the Negotiated Acquisition and contract authorization process, as appropriate:

A. Contract Review Committee Process

- CRC Approval to enter Negotiations
- Advertisement Published From.....To
- Vendors' Oral Presentations and Negotiations From..... To.....
- Contractor Selection
- CRC Approval of Contractor and Contract

B. Board of Directors Approval Process

- Board Committee Package Due.....
- President's Board Briefing Package.....
(Due three weeks prior to Board Committee Meeting)
- Board Committee Meeting.....
- Board of Directors Meeting
- Contract Execution
- Contract Start Date

6. Identify the publications in which the Negotiated Acquisition will be advertised.

Guideline: You are required to advertise on HHC's Web Site, the City Record for a minimum of 10 business days and, if appropriate, a trade journal and in at least one New York City publication with city wide circulation.

7. Identify the Negotiation Committee's members by name and title and its Chairperson.

Guideline: The Negotiation Committee should include a minimum of five (5), and a maximum of nine (9), managers who have knowledge and expertise in some aspects of the service or equipment being solicited.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE
A NEGOTIATED ACQUISITION**

8. Have you deleted, modified or added provisions in Articles 4-10 of the Standard Corporate Contract? Yes _____ No _____

If yes, has the Office of Legal Affairs reviewed and approved the changes?
Yes _____ No _____

If no changes are necessary, please indicate.

Guideline: You are expected to identify any special provisions or changes you have made in Articles 4-10 of the Standard Corporate Contract and indicate why. Attach changes to this application. NOTE: The CRC will not consider applications with such changes prior to OLA approval.

9. Will the contract produce artistic/creative/intellectual property? Who will own it? Will a copyright be obtained? Will it be marketable?

Guideline: If you answer yes to this question, you must give the Committee all contract terms and conditions that will address the issue referenced.

10. If this is a computer or computer software contract, how long do you plan to use the hardware or software?

Guideline: You are required to disclose any anticipated contract which will be required for ongoing maintenance of the equipment or software. NOTE: All requests for Information Technology systems must first be approved by the Information Technology Strategic Planning Committee.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE
A NEGOTIATED ACQUISITION**

This application must be reviewed by the Contract Liaison for compliance with CRC procedures, and signed by the Network Senior Vice President, Executive Director or Central Office Senior Vice President.

APPROVED FOR COMPLIANCE:

Signature: _____
CONTRACT LIAISON

Date:

APPROVED FOR CRC SUBMISSION:

Signature: _____

Date:

Print Name: _____

Title: _____

Solicitation Exhibit 3

CRITERIA	COMMENTS	WEIGHT/ PERCENT	SCORE* (0-10)	TOTAL SCORE
<u>UNDERSTANDING OF WORK AND SOUNDNESS OF APPROACH</u>				
<u>SUGGESTED SUBCRITERIA (1-5)</u> Evaluation of the firm's grasp of concept and complexity of the problems involved; originality; evaluation of techniques; sequence for implementation/timelines; coordination between HHC and firm				
1.				
2.				
3.				
4.				
5.				
TOTAL SCORE				

CRITERIA	COMMENTS	WEIGHT/ PERCENT	SCORE* (0-10)	TOTAL SCORE
<u>TECHNICAL QUALIFICATIONS AND PREVIOUS CLIENT REFERENCES</u>				
<u>SUGGESTED SUBCRITERIA (1-5)</u> Professional competence; educational background and prior experience of key professional personnel to be assigned to project; potential for innovation; experience in performing similar work				
1.				
2.				
3.				
4.				
5.				
TOTAL SCORE				

CRITERIA	COMMENTS	WEIGHT/ PERCENT	SCORE * (0-10)	TOTAL SCORE
<u>COMPANY ORGANIZATION AND QUALIFICATION</u>				
<u>SUGGESTED SUBCRITERIA (1-5)</u> Adequacy of facilities and staff; recent relevant research and development; company performance record; ability to commit staff; emphasis which company's management would place on project, prior City or hospital experience				
1.				
2.				
3.				
4.				
5.				
TOTAL SCORE				

Name: _____ Date: _____

*Scoring Key-0=Nonresponsive, 1=lowest, 5=average, 10=highest

CRITERIA	COMMENTS	WEIGHT/ PERCENT	SCORE * (0-10)	TOTAL SCORE
<i>COST OF PROPOSAL</i>				
<i>SUGGESTED SUBCRITERIA (1-5)</i> Cost-benefit; opportunity for cost savings; performance-based costs; cost effectiveness; cost as related to vendor's experience				
1.				
2.				
3.				
4.				
5.				
TOTAL SCORE				

Name: _____ Date: _____

*Scoring Key—0=Nonresponsive, 1=lowest, 5=average, 10=highest

CRITERIA	COMMENTS	WEIGHT/ PERCENT	SCORE* (0-4)	TOTAL SCORE
<u>OTHER</u>				
1.				
2.				
3.				
4.				
5.				
TOTAL SCORE				

Name: _____ Date: _____

*Scoring Key-0=Nonresponsive, 1=lowest, 5=average, 10=highest

Solicitation Exhibit 4

BUDGET AUTHORIZATION APPLICATION FORM

DATE: _____

REQUESTING NETWORK/FACILITY OR CORPORATE DIVISION: _____

COST GROUP _____
NAME NUMBER

COST CENTER _____
NAME NUMBER

ACCOUNTABLE PERSON: _____
TITLE: _____
TELEPHONE: _____ FAX: _____

PROJECT NAME: _____

TERM OF CONTRACT: _____ **OPTION TO RENEW? (Y/N)** _____
IF OPTION TO RENEW, PERIOD OF RENEWAL _____

NEW CONTRACT OR RENEWAL? _____
IF RENEWAL, TERM _____ **\$ AMOUNT OF LAST CONTRACT** _____

<u>PROJECTED EXPENSES</u>	<u>FISCAL YEAR</u>	<u>\$ AMOUNT</u>
CURRENT FY	_____	_____
FUTURE FYs	_____	_____
	_____	_____
	_____	_____

PROPOSED FUNDING SOURCE:
___ CAPITAL BUDGET
___ FACILITY BUDGET
___ CENTRAL BUDGET

FUNDING STATUS:
___ RESERVE: EXPLAIN _____
___ INCLUDE IN CURRENT SPENDING _____
___ FUNDING REQUEST PENDING WITH NYC OMB _____
___ GRANT FUNDED: SPECIFY _____
___ OTHER: EXPLAIN _____

OFFICE USE ONLY: ___ CAPITAL ___ FACILITY ___ CENTRAL
___ FUNDING AVAILABLE
___ FUNDING NOT AVAILABLE: REASON _____

DATE: _____ SIGNED: _____
TITLE: _____

CONTRACT REVIEW COMMITTEE

APPLICATION

SEEKING AUTHORIZATION

TO ENTER INTO A CONTRACT

**CONTRACT REVIEW COMMITTEE
APPLICATION SEEKING AUTHORIZATION TO ENTER INTO A
CONTRACT**

Instructions

(Requestor should delete instructions prior to submission to CRC)

The Network, Facility or Corporate Division seeking to enter into a contract shall complete this Application Form after selecting a vendor through a Request for Proposal, Negotiated Acquisition, or Sole Source award process.

A completed application will include the following:

Completed Application Form,
Proposed Contract, including Vendor's Proposal as Contract Exhibit
Resolution, *where necessary*
Executive Summary, *where necessary*
Contract Fact Sheet

The completed application must be submitted electronically to Marva Langdon Dunn at marvalangdon.dunn@nychhc.org by the Contract Review Committee's due date. The CRC will not review incomplete applications, which will be returned to the Requestor.

Contract Review Committee meeting dates can be obtained from the Contract Liaison, or by calling the Division of Operations at 212-788-5456.

If you have any questions regarding any aspect of this application, please check with the Contract Liaison or call the Division of Operations, Contract Administration and Control at 212-788-5423.

**CONTRACT REVIEW COMMITTEE
APPLICATION SEEKING AUTHORIZATION TO ENTER INTO A
CONTRACT**

Document Control No. _____

PROJECT NAME: _____

PROPOSED VENDOR'S NAME _____

PROPOSED VENDOR'S ADDRESS _____

VENDOR'S TEL. NO. _____

VENDOR'S EMAIL _____

VENDOR'S TAX ID NO. _____

REQUESTING NETWORK/FACILITY OR CORPORATE DIVISION: _____

ACCOUNTABLE PERSON:

NAME: _____

TITLE: _____

ADDRESS: _____

TEL. NO. _____

FAX: _____

EMAIL: _____

A. FOR ALL SOLICITATION METHODS: PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Please identify any outstanding contract issues that remain to be negotiated with the selected vendor.

Guideline: It is expected that the Requestor will have negotiated all material Terms and Conditions before the Contract Review Committee reviews the contract, in particular, Articles 1-3.

2. Have you modified, deleted or added provisions in Articles 4-10 of the standard Corporate Contract? Yes ___ No ___.

If yes, has the Office of Legal Affairs reviewed and approved these changes?
Yes ___ No ___.

Note: The Contract Review Committee will not consider a contract application with material changes in Articles 4-10 of the Terms and Conditions without prior OLA review and approval.

**CONTRACT REVIEW COMMITTEE
APPLICATION SEEKING AUTHORIZATION TO ENTER INTO A
CONTRACT**

Please identify those clauses that are different and explain the changes.

Note: You must receive a waiver from the General Counsel if the contract has material changes to the following provisions:

*insurance,
indemnification,
termination, and
the Year 2000 warranty.*

3. Does the Corporation have any contingent liabilities as part of this contract, e.g., is there a buyout clause in the contract, or is the Corporation liable to the vendor for payment for unamortized capital improvements? Please specify.

Guideline: A contingent liability is any mutually agreed upon potential cost to the Corporation that is triggered by an act of the parties, such as a termination of the contract prior to its original expiration term. This does not include payment for services rendered or the cost of the equipment.

4. Has the vendor agreed to comply with the following:

- The Corporation's EEO Requirements;
- VENDEX Requirements;
- The Northern Ireland Certification.

Guideline: If the vendor has not agreed to any of the above referenced requirements, an exception to policy, signed by the President of the Corporation, must be obtained.

5. Please list the contracts the vendor has held with the Corporation for the same or similar services during the past three fiscal years.

Guideline: You should disclose all contracts including those for less than \$100,000.

6. The Corporation's policy is to pay vendors for services rendered. If you anticipate that the services you are requesting will require an upfront payment to the vendor, you must seek the approval of the Contract Review Committee. All requests to pay vendors prior to work being performed shall be denied unless the Requestor can demonstrate a compelling justification.

**CONTRACT REVIEW COMMITTEE
APPLICATION SEEKING AUTHORIZATION TO ENTER INTO A
CONTRACT**

7. **Contract Monitoring:** The CRC requires that the draft contract submitted be executed within 90 days of the Board of Directors approval. In the event that the contract, for whatever reason, is not executed within the aforementioned timeframe, the Senior Vice President responsible for the contract shall be required to present to the CRC the reasons why the contract has not been executed and show what actions are being taken to have the contract executed by a date certain.

B. PLEASE ANSWER THE FOLLOWING QUESTIONS IF THE CONTRACTOR WAS SELECTED VIA A NEGOTIATED ACQUISITION

1. Identify the members of the Selection Committee by name and title.

Guideline: Members of the Selection Committee must total at least five and must have participated in the negotiations.

2. Are the rates for the contract services or the price of the equipment a competitive market rate? Please explain how this determination was made.

Guideline: You should explain how the Selection Committee determined that the price charged by the vendor was not inflated above that charged for the same or similar services by the vendor or its competitors to other clients.

3. How does the product/service compare with the competition? Explain how this comparison was performed.

Guideline: You should be prepared to explain how the entity chosen compares with its competition and that it has a proven track record of delivering a high quality product or service.

**CONTRACT REVIEW COMMITTEE
APPLICATION SEEKING AUTHORIZATION TO ENTER INTO A
CONTRACT**

This application must be reviewed by the Contract Liaison for compliance with CRC procedures, and signed by the Network Senior Vice President, Facility Executive Director or Central Office Senior Vice President.

APPROVED FOR COMPLIANCE:

Signature: _____
 CONTRACT LIAISON

Date: _____

APPROVED FOR CRC SUBMISSION:

Name (print) _____

Date: _____

Signature: _____

Title: _____

Solicitation Exhibit 6

CONTRACT FACT SHEET

New York City Health and Hospitals Corporation

Contract Title: _____

Project Title & Number: _____

Project Location: _____

Requesting Dept.: _____

Successful Respondent:

Contract Amount: _____

Contract Term: _____

Number of Respondents:

(If sole source, explain in Background section)

Range of Proposals:

\$ _____ to \$ _____

Minority Business Enterprise Invited:

Yes If no, please explain: _____

Funding Source:

General Care Capital

Grant: explain _____

Other: explain _____

Method of Payment:

Lump Sum Per Diem Time and Rate

Other: explain _____

EEO Analysis:

Compliance with HHC's McBride Principles?

Yes No

Vendex Clearance

Yes No N/A

(required for contracts in the amount of \$50,000 or more awarded pursuant to an RFP or as a sole source, or \$100,000 or more if awarded pursuant to an RFB.)

CONTRACT FACT SHEET (continued)

Background (include description and history of problem; previous attempts, if any, to solve it, and how this contract will solve it):

CONTRACT FACT SHEET (continued)

Contract Review Committee

Was the proposed contract presented at the Contract Review Committee (CRC)? (include date):

Has the proposed contract's scope of work, timetable, budget, contract deliverables or accountable person changed since presentation to the CRC? If so, please indicate how the proposed contract differs since presentation to the CRCs:

CONTRACT FACT SHEET (continued)

Selection Process (attach list of selection committee members, list of firms responding to RFP, list of firms considered, describe here the process used to select the proposed contractor, the selection criteria, and the justification for the selection):

Scope of work and timetable:

CONTRACT FACT SHEET (continued)

Costs/Benefits:

Why can't the work be performed by Corporation staff:

*Will the contract produce artistic/creative/intellectual property? Who will own it?
Will a copyright be obtained? Will it be marketable? Did the presence of such
property and ownership thereof enter into contract price negotiations?*

Contract monitoring (include which Senior Vice President is responsible):

CONTRACT FACT SHEET(continued)

Equal Employment Opportunity Analysis (include outreach efforts to MBE/WBE's, selection process, comparison of vendor/contractor EEO profile to EEO criteria. Indicate areas of under-representation and plan/timetable to address problem areas):

Received By E.E.O. _____
Date

Analysis Completed By E.E.O. _____
Date Name

**APPLICATION
TO INITIATE NEGOTIATIONS
FOR
A SOLE SOURCE CONTRACT**

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE NEGOTIATIONS
FOR
A SOLE SOURCE CONTRACT**

Instructions

The Network, Facility or Corporate Division seeking approval to initiate negotiations for a Sole Source Contract (the "Requestor") should complete this application in conjunction with the Contract Liaison.

A completed application will include the following:

- Sole Source Application Form;
- Contract Application Form;
- Contract Fact Sheet;
- Budget Authorization Form; and,
- HHC's Standard Corporate Contract (which includes the proposed scope of work).

For Sole Source Contracts requiring *Board of Directors Approval Process*, the afore-mentioned Forms will be required as well as the following:

- **Resolution, and**
- **Executive Summary**

The completed application must be submitted electronically to Marva Langdon Dunn at marvalangdon.dunn@nychhc.org by the Contract Review Committee's due date. The CRC will not review incomplete applications, which will be returned to the Requestor.

Contract Review Committee meeting dates can be obtained from the Contract Liaison, or by calling the Division of Operations at 212-788-5456.

If you have any questions regarding any aspect of this application, please check with the Contract Liaison or call the Division of Operations, Contract Administration and Control at 212-788-5423.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE NEGOTIATIONS
FOR
A SOLE SOURCE CONTRACT**

Document Control # _____

PLEASE COMPLETE ALL OF THE FOLLOWING QUESTIONS:

1. Identify the Network/Facility or Corporate Division requesting this Sole Source Contract, including the name, title, address, phone number, fax number, and email address of the person who is accountable for the negotiation conducted in connection with the award of the Contract.

Guideline: The accountable person must be a senior level manager who will also be responsible for maintaining all documents concerning the solicitation. It is recommended that more than one person be included.

2. Provide the following:

Project Name: _____

Proposed Vendor's Name: _____

Vendor's Tax ID #: _____

3. What is the justification for the Sole Source award?

Guideline: The justification must meet the standards identified in Article VII, Section (A)(iii) and (G) of Operating Procedure No. 100-5. Your justification must include a statement as to why public solicitation via an RFP is not in the Corporation's best interest.

4. Give a brief and specific description of the scope of work, expected deliverables, schedule for completion of work and the preferred method of payment (lump sum, hourly rates or some combination). If you choose lump sum you must additionally include the anticipated payment schedule, which should correspond to completed deliverables. If any of the items listed above will be the subject of negotiations, please identify the item and specify the Corporation's position. The Corporation's policy is to pay vendors for services rendered. If you anticipate that the services you are requesting will require an upfront payment to the vendor, you must seek the approval of the Contract Review Committee. All requests to pay vendors prior to work being performed shall be denied unless the Requestor can demonstrate a compelling justification.

Guideline: Managers are expected to define clearly the scope of work, expected deliverables and a projected time frame for completing each deliverable for the total project.

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE NEGOTIATIONS
FOR
A SOLE SOURCE CONTRACT**

5. Provide the anticipated total contract amount including all budget breakdowns as you have calculated them.

Provide a brief costs/benefits analysis of the services to be purchased.

Provide a completed and signed Budget Authorization Form.

Guideline: You are required to identify clearly the expected cost for the services or employment you are requesting, including all assumptions you have made to arrive at the total as shown on the Budget Authorization Form.

6. Provide a schedule that includes all relevant dates for completion of the negotiations and contract authorization process, as appropriate:

A. Contract Review Committee Process

- Contract Review Committee Approval
- Contract Negotiations
- CRC Approval of Contractor and Contract
- Contract Execution
- Contract Start

B. Board of Directors Approval Process

- Board Committee Package Due
- President's Board Briefing Package
- (Due three weeks prior to Board Committee Meeting)*
- Board Committee Meeting
- Board of Directors Meeting
- Contract Execution
- Contract Start

7. Have you deleted, modified or added provisions in Articles 4-10 of the Standard Corporate Contract?

If yes, has the Office of Legal Affairs reviewed and approved the changes? Yes _____ No _____

If no changes are necessary, please indicate.

Guideline: You are expected to identify any special provisions or changes you have made in Articles 4-10 of the Standard Corporate Contract and

**CONTRACT REVIEW COMMITTEE
APPLICATION TO INITIATE NEGOTIATIONS
FOR
A SOLE SOURCE CONTRACT**

indicate why. Attach changes to this application. NOTE: The CRC will not consider applications with such changes prior to OLA approval.

8. Will the contract produce artistic/creative/intellectual property? Who will own it? Will a copyright be obtained? Will it be marketable?

Guideline: If you answer yes to this question, you must give the committee all contract terms and conditions that will address the issue referenced.

9. If this is a computer or computer software contract, how long do you plan to use the hardware or software?

*Guideline: You are required to disclose any anticipated contract that will be required for ongoing maintenance of the equipment or software.
NOTE: All requests for Information Technology systems must first be approved by the Information Technology Strategic Planning Committee.*

This application must be reviewed by the Contract Liaison for compliance with CRC procedures, and signed by the Network Senior Vice President, Executive Director or Central Office Senior Vice President.

APPROVED FOR COMPLIANCE:

Signature: _____
CONTRACT LIAISON

Date:

APPROVED FOR CRC SUBMISSION:

Signature: _____

Date:

Print Name: _____

Title: _____

**NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION**

**MANUAL FOR ACQUISITION OF
CONSTRUCTION AND
MAINTENANCE SERVICES
(MACMS)**

**Office of Facilities Development
Contract Services
(OFDCS)**

Full text of Document Available from the Office of Facilities Development

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

MAINTENANCE ENGINEERING SYSTEMS

MAINTENANCE SERVICE AGREEMENT

THE SOLICITATION DOCUMENTS CONSIST OF:

1. BOOK: PARTS 1 AND 2
2. BID PACKAGE: ENVELOPE WITH SECTION "A" AND "B" BID FORMS

PART 1
CONTAINS

INFORMATION FOR BIDDERS
SUPPLEMENTAL INFORMATION FOR BIDDERS
SAMPLE BID FORMS
AGREEMENT
GENERAL CONDITIONS GOVERNING ALL WORK
ADDENDUM TO GENERAL CONDITIONS
WAGE RATES

PART 2
CONTAINS

TECHNICAL SERVICE SPECIFICATIONS

Full text of Document available from the Office of Facilities Development

General Requirements Exhibit 1

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION VENDOR NUMBER REQUEST FORM

1. Facility/Central Office: _____ 2. Telephone Number: _____ 3. Date: _____
4. Check One: New Vendor Revision 5. If Revision, indicate Vendor Number: _____
6. Vendor's Name: (A) Current ► _____ B) Revised ► _____
7. Vendor's Tax I.D. Number: _____ 8. Is Vendor Eligible for 1099 Status? (Check One) Yes No
9. Projected Facility Annual Spend for new Vendor: _____ 10. If over \$5,000.00:
Contract Number _____ 11. MOP Used: _____ 12. Operating Procedure Used: _____
13. One Time Purchase (Check One) Yes No (Vendor Will Remain in System for 120 Days)
14. Vendor has been checked for Government Exclusion or Disbarment:
(<http://exclusions.oig.hhs.gov/>, <http://www.omig.state.ny.us/data/content/view/72/52/>, <https://www.epls.gov/epls/search.do>, <https://dbr.labor.state.ny.us/EDList/searchPage.do>)
15. Vendor's Addresses (include Zip Codes) and Telephone Numbers (include Area Codes):

	(A) Remittance	(B) Purchase	(C) Legal Business Address
Addresses	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Telephone Numbers ()	_____	_____	_____
Facsimile Numbers ()	_____	_____	_____
Contact Name	_____	_____	_____
Contact Number(s) ()	_____	_____	_____
	_____	_____	_____
E-Mail Address	_____	_____	_____

- 1 - This form will be returned if all information is not provided or approved by a Purchasing Director.
- 2 - Please attach a copy of Tax ID Certificate or equivalent/For individuals a copy of Social Security Card is required.
- 3 - For Contract Vendors, please provide Cover Sheet, Specification Pages, Signature Page and GHX Template (page 2).
- 4 - For address changes, please attach vendor documentation.
- 5 - Form Completed By: _____ 6 - Signature: _____ 7 - Date: _____
- I attest to all information provided:
- 8 - Purchasing Director Name: _____ 9 - Signature: _____ 10 - Date: _____

General Requirements Exhibit 2



Doing Business Data Form

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

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

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

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

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former CEO: _____ on date: _____**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former CFO: _____ on date: _____**Chief Operating Officer (COO) or equivalent officer** This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do not need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entry
- Other (explain) _____

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



General Requirements Exhibit 3

MAYOR'S OFFICE OF CONTRACT SERVICES
DOING BUSINESS ACCOUNTABILITY PROJECT

FOR AGENCY USE ONLY

COVERSHEET FOR PROPOSER DATA FORMS

Please batch Proposer Data Forms by PIN or Contract # and transmit the originals to the Doing Business Accountability Project as soon as they have been accepted by your agency, along with this Cover Sheet. You may create an electronic version of the Cover Sheet. Do not use this Cover Sheet for Awardee forms - those forms are submitted without a Cover Sheet.

Your agency will receive a receipt listing all the Data Forms in this batch. If you have questions about how to complete this form contact DBAP at DoingBusiness@cityhall.nyc.gov or 212-788-8104.

Agency: _____

Transaction ID (PIN, PO #, etc): _____

Number of Forms Attached: _____

Estimated Value of Procurement: _____

Proposal Opening Date: _____

Date First Advertised (City Record, etc): _____ Not applicable

Award Method (✓ one):

- Intergovernmental (OGS/GSA)
- Line Item Appropriation
- Negotiated Acquisition
- Pre-qualified Competitive Sealed Bid
- Purchase Order
- Request for Proposal
- Required Method/Source
- Small Purchase

Transaction Type (✓ one):

- Concession
- Contract - Construction
- Contract - Goods/Services
- Franchise

Agency Contact Person: _____

Agency Contact Person Phone: _____

Doing Business Accountability Project, 253 Broadway, 9th floor, New York, NY 10007



General Requirements Exhibit 4

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
OFFICE OF AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO)
125 WORTH STREET - ROOM 401
NEW YORK, NY 10013
(212) 788-3377
Fax: (212) 788-3689



SUPPLY AND SERVICE EMPLOYMENT REPORT

To Be Completed By HHC Contracting Division Or Facility
Contracting Division Name
Liaison/Telephone No.
Date Transmitted
Contracting Division Contract No.
Circle If Contract Is: Sole Source / New / Extension / Renewal
Contract Value \$ _____

Check One: Submission Type: Pre-Award Post-Award

HHC 978 (R Feb 09)

Special Note: Supply or Service Contractors with less than 150 employees at the facility(ies) which are performing on this contract, need only complete Parts I and II (pages 1-6), the Signature Page (page 7), the Less Than 150 Employees Certificate (page 15) and Form D: Staffing Plan (page 17), for each applicable facility.
DO NOT COMPLETE PART III (pages 8-14).

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION (HHC)
OFFICE OF AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY(AA/EEO)
125 WORTH STREET -ROOM 401
NEW YORK, NY 10013
Phone. (212) 788-3377
Fax: (212) 788-3689

SUPPLY AND SERVICE EMPLOYMENT REPORT (ER)

A. GENERAL INFORMATION:

1. Your contractual relationship in this contract is:
 - a. Contractor _____ (e.g., Vendor, Prime, Other)
 - b. Subcontractor _____ (e.g. Supplier, Manufacturer, Other)
2. This ER is for Headquarters _____ Operating Facility _____
3. Employer/Identification Number: _____
4. Number of Employees at this facility (location): _____
5. This firm is a: _____ Minority Business Enterprise
_____ Woman-Owned Business Enterprise
_____ 15-A Certified
_____ Other

B. PART I. CONTRACTOR/SUBCONTRACTOR INFORMATION

1. _____
Contractor/Subcontractor Name
1a. If subcontractor, name of prime contractor is _____
2. _____
Facility Address
3. _____
City State Zip Code County
4. _____
Chief Operating Officer or President Telephone Number

Name of Designated Equal Opportunity Compliance Officer Telephone Number
(or Name of Person to Contact Concerning this ER)

Address of Designated Equal Opportunity Compliance Officer Fax Number

5. _____
Nature of Contract to be Performed

6. (a) _____
HHC Contracting Division or Facility

(b) _____ (c) _____
Contract Amount Term of Contract

(d) _____ (e) _____
Dollar amount of ongoing 200____ 200____ 200____
contract(s) with HHC. Dollar amount(s) and dates of
previous contract(s) with HHC.

7. List each of the firm's facilities, the addresses and the number of employees, where this contract or parts of this contract will be performed. (A facility is the headquarters or an operating location which makes its own personnel decisions. Please note that each separate location is not an independent operating facility unless hiring and termination decisions are made there).

8. Is any part of this contract, in an amount exceeding \$50,000, to be performed by a subcontractor? Yes____ No____ Not Known At This Time _____. If yes, please list the name(s) and address(es) of the subcontractor(s), and either submit a copy of their Employment Report(s) or have them submit directly to the contracting division or facility. If subcontractors are unknown at this time, see the Employment Report Instructions for subcontractor submission requirements.

9a. Has the Office of Affirmative Action/Equal Opportunity (AA/EEO) within the past twenty - four (24) months reviewed an ER submission for your organization and issued an Approval or Conditional Approval letter to your firm for the facility(ies) involved in the performance of this contract? Yes____ No_____.

If yes, submit the following documents: a completed Part I of the ER; a copy of your equal employment opportunity (EEO) statement as it is presented in company publications and posted on bulletin boards; a Staffing Plan (page 17) and a signed and notarized ER signature page.

NOTE: CONTRACTORS DOING BUSINESS WITH HHC FOR OVER A YEAR THAT HAVE NOT DEMONSTRATED DESIRED RESULTS CONSISTENT WITH CORPORATE EEO POLICY MAY BE: 1) PLACED ON AN ADDITIONAL REPORTING CYCLE; 2) AWARDED ONLY SHORT TERM CONTRACTS; 3) DECLARED TO BE IN BREACH OF ITS CONTRACT AND THE CONTRACT IMMEDIATELY TERMINATED UPON PROPER NOTICE.

NOTE: CONTRACTORS WITH CONTRACTS FOR LESS THAN ONE YEAR THAT HAVE NOT DEMONSTRATED DESIRED RESULTS CONSISTENT WITH CORPORATE EEO POLICY, AT THE CONCLUSION OF THE CONTRACT, MAY BE DECLARED A NOT RESPONSIBLE VENDOR. SUCH A DETERMINATION BY THE PRESIDENT SHALL PRECLUDE THE CONTRACTOR FROM BIDDING ON HHC CONTRACTS FOR A PERIOD NOT TO EXCEED THREE YEARS.

- 9b. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received an AA/EEO approval? Yes ___ No ___. If yes, for the facility(ies) covered by the Employment Report already submitted and not yet approved, complete only Part I of the Employment Report, Form D: Staffing Plan (page 17) and provide AA/EEO with the date the Employment Report was submitted, the name of the HHC division with which the contract is made and the name and telephone number of the person to whom the Employment Report was submitted.

Date submitted: _____

Division to which submitted: _____

Name and Title of Division Person: _____

Telephone: _____

10. Has your firm, at the facility(ies) involved in the performance of this contract, been audited by the New York City Department of Business Services/Division of Labor Services (DBS/DLS) or by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) in the past twenty-four (24) months? Yes ___ No ___.

If yes,

a. Give date of OFCCP Audit or DBS/DLS Review _____

b. Name and address of OFCCP office.

c. Was a Certificate of Equal Employment Compliance issued within the past twenty-four (24) months? Yes ___ No ___. If yes, **ATTACH A COPY OF SUCH CERTIFICATE. NOTE:** You may submit a copy of such certificate in lieu of completing Parts II & III of this Employment Report. Complete Form D: Staffing Plan (page 17) and attach your Equal Employment Opportunity Statement. Please sign and notarize the signature page of the ER on page 9 or it will not be accepted by AA/EEO.

d. Were any corrective actions required or agreed to? Yes ___ No ___. If yes, **ATTACH COPY OF SUCH REQUIREMENTS OR AGREEMENTS. NOTE:** If corrective actions were agreed to or were taken, you must submit documentation (including the letters of deficiency and the conciliation agreement) regarding these corrective measures in lieu of completing Parts II and III of this Employment Report. AA/EEO requires the submission of all future reports concerning implementation of corrective measures and/or a completed Employment Report.

C. PART II: DOCUMENTS REQUIRED FOR SUBMISSION

CERTAIN DOCUMENT(S) MUST BE SUBMITTED WITH THIS EMPLOYMENT REPORT. Please make certain that you submit the MOST CURRENT DOCUMENT(S), including all applicable amendments to the plans or policies.

NOTE: IF EACH FACILITY PERFORMING ON THE CONTRACT USES EXACTLY THE SAME SET OF DOCUMENTS, PLEASE INDICATE AND SUBMIT ONE COMPLETE SET. HOWEVER, IF ANY FACILITY HAS ADDITIONAL (FACILITY SPECIFIC) POLICIES AND PROCEDURES, THEN COPIES OF THESE DOCUMENTS MUST BE SUBMITTED WITH EACH RESPECTIVE EMPLOYMENT REPORT. THE OMISSION OF SUCH FACILITY SPECIFIC DOCUMENTS WILL RENDER THE EMPLOYMENT REPORT INCOMPLETE.

11a. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

- | | | |
|---|-----------|----------|
| a) prior to job offer | Yes _____ | No _____ |
| b) after a conditional job offer | Yes _____ | No _____ |
| c) after a job offer | Yes _____ | No _____ |
| d) within the first three days on the job | Yes _____ | No _____ |
| e) to some applicants | Yes _____ | No _____ |
| f) to all applicants | Yes _____ | No _____ |
| g) to some employees | Yes _____ | No _____ |
| h) to all employees | Yes _____ | No _____ |

11b. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible. _____

12a. Do you have a written EEO policy?
Yes _____ No _____. If yes, how is this policy communicated to your employees, applicants and external organizations?

12b. If yes, attach a copy. (See note).

YOU MUST ATTACH A COPY OF YOUR EEO POLICY STATEMENT AS IT IS PRESENTED IN COMPANY PUBLICATIONS AND/OR POSTED ON BULLETIN BOARDS. NOTE: Your firm must comply with the requirements of New York City Charter Chapter 56, EXECUTIVE ORDER NO. 50 (1980) and the implementing Rules. This includes the promulgation and dissemination of an EEO Statement which includes the protected groups identified by race, color, age, gender, creed, national origin, disability, marital status, sexual orientation and citizenship status as stated in Section 3(i) of E. O. 50.

12c. Does the operating facility(ies) have a current affirmative action plan(s) developed pursuant to U.S. Executive Order No. 11246 or other Federal law? Yes _____ No _____. If yes, ATTACH A COPY(IES) OF THE AAP including any analyses of adverse impact, workforce utilization and labor force availability by job group. Availability analyses should clearly identify labor areas reflected in external demographic data and occupational criteria. Check the appropriate box(es) indicating which protected group(s) are covered by the AAP.

Minorities and Women Individuals with handicaps Other (specify) _____

13a. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes _____ No _____. If yes, please attach a copy of the Collective Bargaining Agreement and the specific policy.

13b. If no, YOU MUST ATTACH a report detailing your firm's unwritten procedure for handling EEO complaints.

14. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure with any official of your firm with respect to equal employment opportunity?

Yes _____ No _____.

If the answer to question 14 is Yes, attach an internal complaint log summarizing the nature of the complaints (e.g., allegation of failure to promote based on race, sexual harassment, etc.), positions of the complainants, whether investigations were made and dispositions, if any. You need not submit the names of the complainants (if deemed necessary, AA/EEO may require submission of these names).

15. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or equal employment opportunity laws? (i.e., Title VII of the 1964 Civil Rights Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Americans with Disabilities Act of 1990; Executive Order No. 11246; Civil Rights Act of 1866 (42 U.S.C. 1981); state or local fair employment practices laws).

Yes _____ No _____.

If the answer to question 15 is Yes, attach a log, including the name(s) of the complainant, the administrative agency or court in which the action was filed, the nature and current status or disposition. ATTACH A COPY(IES) OF ANY ORDER, CONSENT DECREE OR DECISION resulting from any action explained by this response.

16. Are there any jobs for which there are age, race, color, national origin, gender, creed, disability, marital status, sexual orientation or citizenship status qualifications? Yes____ No____. If yes, list the job(s), submit a job description(s), and state the reason(s) for the qualification.

17. Please check below which of the five policies and practices apply to the job categories listed:

	JOB DESCRIPTION	PROMOTE FROM WITHIN	EXTERNAL HIRE	JOB POSTING	ON-THE-JOB TRAINING
OFFICIALS AND MANAGERS					
PROFESSIONALS					
TECHNICIANS					
SALES WORKERS					
OFFICES & CLERICAL					
CRAFT WORKERS (SKILLED)					
OPERATIVES					
LABORERS					
SERVICE WORKERS					

18. *FOR CONTRACTORS EMPLOYING 150 OR MORE EMPLOYEES:* Please indicate below the relevant geographic recruitment or labor market area(s) (i.e., nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

	RELEVANT GEOGRAPHIC RECRUITMENT OR LABOR MARKET AREA(S)
OFFICIALS & MANAGERS	
PROFESSIONALS	
TECHNICIANS	
SALES WORKERS	
OFFICE & CLERICAL WORKERS	
CRAFT WORKERS (SKILLED)	
OPERATIVES (SEMI-SKILLED)	
LABORERS (UNSKILLED)	
SERVICE WORKERS	

SIGNATURE PAGE

I, (print name of authorized official signing) _____
hereby certify that the information submitted herewith is true and complete to the best of my
knowledge and belief and submitted with the understanding that compliance with New York City's
equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order
No. 50 (1980), as amended, and the implementing Rules, is a contractual obligation.

Contractors Name

Name of person who prepared this
Employment Report

Title

Name of official authorized to
sign on behalf of the contractor

Title

Telephone Number

I, (print name of authorized official signing) _____

**UNDERSTAND THAT THE WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR
INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY
CONTRACT BETWEEN THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM
PARTICIPATION IN ANY HHC CONTRACT FOR A PERIOD OF UP TO FIVE YEARS.
FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.**

Sworn to before me

this _____ day of _____ 20____

Notary Public

Authorized Signature, Date

**THIS PAGE MUST BE COMPLETED IN ITS ENTIRETY. IT MUST BE SIGNED AND NOTARIZED.
ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED.**

**CONFIDENTIALITY POLICY: TO THE EXTENT PERMITTED BY LAW AND CONSISTENT
WITH THE PROPER DISCHARGE OF THE OFFICE OF AFFIRMATIVE ACTION/EQUAL
EMPLOYMENT OPPORTUNITY'S RESPONSIBILITIES UNDER NYC CHARTER CHAPTER 56,
EXECUTIVE ORDER NO. 50 (1980) AS AMENDED, AND THE IMPLEMENTING RULES, ALL
INFORMATION PROVIDED BY A CONTRACTOR TO AA/EEO SHALL BE CONFIDENTIAL.**

D. PART III: EMPLOYMENT DATA TABLES/SIGNATURE PAGE

PART III consists of the following:

- FORM A. **JOB CLASSIFICATION AND INCUMBENTS FORM**
- FORM A. 1 **EMPLOYMENT SUMMARY**
- FORM B. **NEW HIRES FORM/TRACKING OF EMPLOYEES HIRED
OVER THE LAST THREE YEARS**
- FORM C. **TERMINATIONS FORM/EMPLOYMENT TERMINATIONS
OVER THE LAST THREE YEARS**
- FORM D. **STAFFING PLAN**

YOU ARE REQUIRED TO COMPLETE ALL INFORMATION - IF ANY INFORMATION IS NOT AVAILABLE YOU MUST CONTACT THE HHC DIVISION OR FACILITY WITH WHICH YOU ARE CONTRACTING. SUBMIT AN EXPLANATION DETAILING WHY THIS INFORMATION IS NOT AVAILABLE.

IN ADDITION TO PROVIDING A HARDCOPY, CONTRACTORS AND SUBCONTRACTORS, HAVING THE CAPABILITY TO DO SO, CAN REQUEST A MICROSOFT EXCEL FILE LAYOUT CONTAINING FIELDS FROM SEVERAL OF THE DATA TABLES. INSTRUCTIONS FOR EXCEL FILE SUBMISSIONS CAN BE OBTAINED FROM AA/EEO UPON SPECIFIC REQUEST BY EMAILING Gail.Proto@nychhc.org and/or Sharon.Foxx@nychhc.org.

PLEASE NOTE: THE EXCEL DATA FILE MUST INCLUDE CENSUS CODES AND JOB GROUP CODES AND MUST BE SAVED AS TEXT (TAB DELIMITED) FILES.

PLEASE DO NOT ATTEMPT TO COMPLETE THIS SECTION WITHOUT CAREFULLY READING THE INSTRUCTIONS FOR EACH FORM. INCOMPLETE OR INACCURATE DATA TABLES WILL BE RETURNED.

EACH DATA TABLE IS EXPLAINED AND ILLUSTRATED BY A SAMPLE DATA TABLE IN THE EMPLOYMENT REPORT INSTRUCTIONS.

NOTE: MAKE AS MANY COPIES OF EACH FORM AS YOU REQUIRE

CURRENT EMPLOYMENT

FORM A: JOB CLASSIFICATION AND INCUMBENTS FORM

CONTRACTOR NAME _____

EEO Category (Circle One) MGRS PROF TECH SAL CLER CRFT OPER LABR SERV

Number of incumbents in this category

FACILITY LOCATION _____

*MINORITY: (Black, Hispanic, Asian and Native American)

(1) Company Job Title	(2) Company Job No.	(3) Census Code	(4) Job Group Assignment for this Occupational Category					(5) Total in Title	MALES					FEMALES						
			1	2	3	4	5		(6) White (non-Hisp)	(7) Black (non-Hisp)	(8) Hispanic	(9) Asian	(10) Native American	(11) White (non-Hisp)	(12) Black (non-Hisp)	(13) Hispanic	(14) Asian	(15) Native American	(16) Total Females	(17) Total Minority

Please submit a sheet for each Occupational Category and sort and subtotal by census code within job group. (See ER instructions Appendix B, for Occupational Categories Census Codes).

This form may be copied.

CONTRACTOR NAME _____

FORM A. I: EMPLOYMENT SUMMARY

FACILITY _____

Date of Payroll Period Used: _____

Broad Census Categories	MALES					FEMALES					TOTAL WOMEN	TOTAL MINORITY
	(1) White	(2) Black	(3) Hispanic	(4) Asian	(5) American Indian	(6) White	(7) Black	(8) Hispanic	(9) Asian	(10) American Indian		
1. Officials and Managers												
TOTAL												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
2. Professionals												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
3. Technicians												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												

CONTRACTOR NAME _____

FORM A. I: EMPLOYMENT SUMMARY

FACILITY _____

Date of Payroll Period Used: _____

Broad Census Categories	MALES					FEMALES					TOTAL WOMEN	TOTAL MINORITY
	(1) White	(2) Black	(3) Hispanic	(4) Asian	(5) American Indian	(6) White	(7) Black	(8) Hispanic	(9) Asian	(10) American Indian		
4. Sales Workers												
TOTAL												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
5. Office and Clerical												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
6. Craft Workers (Skilled)												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												

CONTRACTOR NAME _____

FORM A. 1: EMPLOYMENT SUMMARY

FACILITY _____

Date of Payroll Period Used: _____

Broad Census Categories	MALES					FEMALES					TOTAL WOMEN	TOTAL MINORITY
	(1) White	(2) Black	(3) Hispanic	(4) Asian	(5) American Indian	(6) White	(7) Black	(8) Hispanic	(9) Asian	(10) American Indian		
7. Operatives (Semi-Skilled)												
TOTAL												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
8. Laborers (Unskilled)												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
9. Service Workers												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												

FORM B: NEW HIRES FORM/TRACKING
EMPLOYEES HIRED OVER THE LAST THREE YEARS

CONTRACTOR NAME _____

FACILITY LOCATION: _____

Employee Characteristics			At-Hire Information				Current Information	
(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Year of Hire	(5) Company Job Number at Hire	(6) Matching Census Code (c)	(7) Weekly Salary at Hire	(8) Current Company Job Number (d)	(9) Weekly Current Salary

(a)
M: Male
F: Female

(b)
W: White (non-Hisp)
B: Black (non-Hisp)
H: Hispanic
A: Asian
N: Native American

(c)
 see Appendix A
 for a listing of
 the 2000 Census
 codes

(d)
V: Voluntarily terminated
I: Involuntarily terminated
 employment (Discharged/Lay off)
R: Retired
D: Deceased

I certify that there were no new hires in 200 ____ / 200 ____

NOTE: Make as many copies of this form as you require.

FORM C: TERMINATIONS FORM

EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

CONTRACTOR NAME _____

FACILITY LOCATION: _____

(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Age at Termination	(5) Year of Hire	(6) Last Company Job Number	(7) Year of Termination	(8) Type of Termination (c)

(a)
M: Male
F: Female

(b)
W: White (non-Hisp)
B: Black (non-Hisp)
H: Hispanic
A: Asian
N: Native American

(d)
V: Voluntarily terminated
I: Involuntarily terminated
employment (Discharged/Lay off)
R: Retired
D: Deceased

I certify that there were no terminations in 200 ____ / 200 ____

NOTE: Make as many copies of this form as you require.

OFFICE OF AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

Supply or Service Contractors with less than 150 employees at the facility(ies) which are performing on this contract need only complete Parts I and II (pages 1-6), the Signature Page (page 7), a Staffing Plan (page 17) and the Less Than 150 Employees Certificate below for each applicable facility. DO NOT COMPLETE PART III (pages 8-14).

LESS THAN ONE HUNDRED AND FIFTY (150) EMPLOYEES CERTIFICATE

Contractor/Subcontractor: _____

Address: _____

Telephone Number:() _____

Name and Title of Signatory: _____

If Subcontractor, Identify Prime Contractor: _____

HHC Contracting Division: _____

Contract Amount: _____

Nature of Contract: _____

Names and contact information for all subcontractors, suppliers, manufacturers or vendors performing in excess of \$50,000 on this contract (if not known at this time, so state):

I, (print the name of the authorized official signing) _____
hereby affirm that I am authorized by the above-named contractor to certify that said contractor currently employs _____ individuals. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980), the implementing Rules.

I, (print the name of the authorized official signing) _____
understand that the WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY HHC CONTRACT FOR A PERIOD OF UP TO FIVE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

Sworn to before me

this _____ day of _____ 20 _____

Authorized Signature

Notary Public

Date

It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontractor, like the prime contractor, must comply with the equal employment opportunity requirements of Chapter 56, E. O. 50, and the implementing Rules. Each covered subcontractor must submit a completed Employment Report for each of its operating facilities to the contracting division before the fifth day following the award date of the contract. AA/EEO will review the subcontractor's Employment Report(s) for compliance.

JOB DESCRIPTION FORM

DO NOT COMPLETE THIS FORM UNLESS YOU ARE UNABLE TO ASSIGN A PARTICULAR JOB NUMBER/TITLE TO AN OCCUPATIONAL CATEGORY OR TO ASSIGN A CENSUS CODE TO A PARTICULAR JOB NUMBER/TITLE.

Job Title: _____

Entry Level:
 YES NO

Routine Duties: _____

Occasional Duties: _____

Requisite Skills and Experience:

Type(s) of Jobs From Which Promotions into this Job Occur:

<u> </u> Managerial	<u> </u> Technical
<u> </u> Professional	<u> </u> Service
<u> </u> Clerical	<u> </u> Operatives
<u> </u> Sales	<u> </u> Laborers

Job Titles From Which Promotions into this Job Occur:

Type(s) of Jobs To Which Promotions From this Job Occur:

<u> </u> Managerial	<u> </u> Technical
<u> </u> Professional	<u> </u> Service
<u> </u> Clerical	<u> </u> Operatives
<u> </u> Sales	<u> </u> Laborers

Job Titles From Which Promotions into this Job Occur:

FORM D: STAFFING PLAN

Project/RFP Title _____ Location of Contract _____

Contractor/Firm Name _____ Address _____ County _____ Zip _____
 _____ City _____ State _____ Zip _____

Check applicable categories: (1) Staff Estimates Include: Contract/Project Staff Total Work Force Subcontractors
 (2) Type of Contract: Construction Consultants Commodities Services/Consultants

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name _____ Title _____
 Company Official's Signature _____ Date _____
 Telephone Number () _____



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
OFFICE OF AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO)
125 WORTH STREET - ROOM 401
NEW YORK, NY 10013
(212) 788-3380
Fax: (212) 788-3689
E-Mail: Manasses.Williams@nychhc.org

**INSTRUCTIONS FOR THE
SUPPLY AND SERVICE
EMPLOYMENT
REPORT**

OFFICE OF AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO)
125 WORTH STREET - ROOM 401
NEW YORK, NY 10013
Phone: (212) 788-3380
Fax: (212) 788-3689
E-Mail. Manasses.Williams@nychhc.org

**INSTRUCTIONS FOR THE SUPPLY AND SERVICE
CONTRACTOR'S EMPLOYMENT REPORT**

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I. WHO MUST FILE A COMPLETE EMPLOYMENT REPORT (ER)

In accordance with Section 312, Article 15-A of the New York State Executive Law and consistent with New York State's policy of Equal Employment Opportunity, all commodities, services/consulting, and professional construction consultant firms employing within New York State that are contracting with the New York City Health and Hospitals Corporation, where the contract amount exceeds \$25,000 must file required submissions as directed in Section IX page 19 of these instructions.

Additionally, in accordance with Chapter 56 of the New York City Charter (Chapter 56) Executive Order No 50 (1980) (E O. 50), as amended, its implementing Rules (1982), as adopted by the New York City Health and Hospitals Corporation Board of Directors, the filing of a complete Employment Report (ER) is a requirement for doing business with the Corporation If you meet all of the following conditions:

- 1 you have been identified as the lowest bidder for a supply or service contract, or your proposal for supplies or services has been accepted, (In order to expedite the approval process, you may be asked to submit an ER with your bid or RFP response prior to acceptance)
- 2 the contract value exceeds \$50,000, and
- 3 your firm employs a total of 50 or more people.
- 4 your firm employs 50 or less people and the contract value exceeds \$50,000.00

NOTE: IF YOU ARE A SUBCONTRACTOR PERFORMING ON A SUPPLY OR SERVICE CONTRACT AND YOU MEET CONDITIONS 2, 3 AND 4 ABOVE, YOU MUST ALSO FILE A COMPLETE ER. THE PRIME CONTRACTOR IS RESPONSIBLE FOR THE SUBMISSION OF THE ER(S) BY EACH SUBCONTRACTOR MEETING CONDITIONS 2, 3 AND 4. THE ER FOR THE PRIME CONTRACTOR WILL NOT BE CONSIDERED COMPLETE UNTIL AA/EEO RECEIVES A COMPLETE AND DETAILED LISTING OF EACH SUBCONTRACTOR INVOLVED IN THE CONTRACT. A COMPLETED ER FROM EACH APPROPRIATE SUBCONTRACTOR MUST BE SUBMITTED 10 BUSINESS DAYS FOLLOWING THE AWARD OF THE CONTRACT.

II. FOR WHICH FACILITY MUST AN ER BE FILED

1. A separate ER must be filed for each facility involved in the performance of the contract. This may be headquarters or any independently operating facility.
2. An "independently operating facility" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If staff, employed by a facility are simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.
3. Example for which ERs must be filed for separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. The Office of Affirmative Action/Equal Employment Opportunity (AA/EEO) retains the right to request the submission of an ER from headquarters, if deemed appropriate.

NOTE: IF YOU HAVE ANY QUESTIONS RELATING TO WHICH FACILITY(IES) YOUR ORGANIZATION MUST COMPLETE AND SUBMIT INFORMATION, PLEASE CONTACT THE AAIEEO OFFICE AT (212) 788-3380.

III. WHAT ARE THE FILING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

1. For facilities in New York State (See also Section IX, Page 19 of 35)

CONTRACT AMOUNT	NO. OF EMPLOYEES	SUBMISSION REQUIREMENTS
a. Less than \$25,000	N/A	None
b. \$25,000 - \$50,000	N/A	Part I and Staffing Plan & EEO Statement
c. Over \$50,000	<150	Parts I and II, Staffing Plan, EEO Statement & <150 Certificate
d. Over \$50,000	>150	Complete Employment Report

If your company is a subcontractor, your facility is in New York State and the value of the subcontract exceeds \$25,000, your Staffing Plan (Page 18) as well as periodic workforce utilization reports should be submitted to the prime contractor for inclusion in summary reports for the entire combined work force which are to be submitted to AA/EEO by the prime contractor.

2. For facilities outside of New York State

a. \$50,000 or less	N/A	None
b. Over \$50,000	<150	EEO Statement, Parts I and II <150 Certificate
c. Over \$50,000	>150	Complete Employment Report

IV. WHERE TO FILE

1. The ER(s), Staffing Plans or the "Less Than 150 Employees Certificate(s)" must be returned to the HHC division or facility with which you are contracting, and all inquiries regarding the instructions and/or the ER must be directed there as well.

NOTE: THE ORIGINAL EMPLOYMENT REPORT MUST BE SUBMITTED FOR EEO'S REVIEW. HOWEVER, YOU SHOULD KEEP COPIES OF ALL MATERIALS AND DOCUMENTS SUBMITTED FOR EASY REFERENCE DURING AND AFTER THE REVIEW.

V. WHO REVIEWS THE EMPLOYMENT REPORT

The HHC division managing the contract and AA/EE0 review the ER for completeness. If any portion is incomplete you will be notified.

Upon receipt of a completed ER, It is reviewed by AA/EE0 to ensure that your firm or organization is in compliance with HHC's equal employment opportunity requirements.

VI. WHAT COMPRISES THE OFFICE OF AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY'S REVIEW PROCESS

In accordance with E.O. 50, upon receipt by AA/EE0 of a completed ER, AA/EE0 conducts a review of the contractor's current employment policies, practices and procedures, as well as a statistical analysis of the workforce, if necessary. The process is as follows:

1. Within five (5) business days AA/EEO will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and AA/EEO will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete the compliance review will proceed, resulting in one of the following:
 - a) An **Approval**, valid for 24 months;
 - b) A **Conditional Approval**, valid for 24 months contingent upon conditions being satisfied; (If the analysis yields a finding of significant underutilization of minorities and/or women resulting from policies or procedures that may have a discriminatory effect, or other employment policies or practices mitigating against equal employment opportunity, the contractor may be asked to present a legal and/or factual explanation, or to develop an Employment Program. **Any firm or organization making good faith efforts to take necessary corrective actions to change policies found to have a disparate effect on women and minorities may be issued a Conditional Approval.**)

VII. WHO MUST SIGN THE EMPLOYMENT REPORT OR THE "LESS THAN 150 EMPLOYEES CERTIFICATE"

The signatory of these and all other documents submitted to AA/EEO must be an official of the firm, authorized to enter into binding legal agreements.

NOTE: AA/EEO WILL ONLY ACCEPT ORIGINAL SIGNATURES. COPIES WILL BE REJECTED.

VIII. HOW TO COMPLETE THE EMPLOYMENT REPORT

A. GENERAL INFORMATION

1. Check the appropriate contractual relationship (a or b) you will have with HHC as a result of this contract. If you are a subcontractor, you must state the name of the contractor for whom you are providing the goods, services, etc.
2. Identify the facility represented by the information submitted in this Employment Report.
3. You must provide your Employer Identification or Tax Number.
4. You must indicate the number of employees at this facility.
5. You must check the entry corresponding with the description of your firm's ownership.

NOTE: READ BEFORE COMPLETING B; PART I

You may complete and submit only Part I, if either of the following conditions applies to your organization.

1. **You Have Prior Approval From AA/EEO**

You have a valid Approval or Conditional Approval, issued by AA/EEO within the past 24 months for the facility(ies) performing on this contract. If so, complete only Part I and the required attachments. (See Question 9a. of the ER).

2. You Have Previously Submitted a Complete ER for this Facility

You have previously submitted an ER on this same facility for a different contract for which you have not yet received approval. If so, complete only Part I and the required attachments. (See Question 9b. of the ER).

B. Part I – CONTRACTOR/SUBCONTRACTOR INFORMATION

1. State the name of your organization.
2. State the full address of the facility at which this ER was completed.
3. Identify the Chief Operating Officer of the organization (not necessarily the facility) Please provide a telephone number
4. Please provide the name of the person who can explain the information submitted in this report, or respond to questions raised in connection with the review of this report. Provide the telephone number at which this person can be reached. If this person is located at an address different from the facility for which this report is being submitted, provide the address where they can receive correspondence directly. If available, include fax number and or E-mail address.
5. Explain the nature of the good(s) and/or services) being provided under this contract. (See page 2 of the ER)
- 6a. Identify the HHC division or facility with which you have the contract to provide the good(s) and/or services.
- 6b. Identify the contract value.
- 6c. Identify the term or duration of the contract. If no terms or expiration date is indicated in the contract, please indicate your projected performance completion date.
- 6d. Indicate the total value of all ongoing contracts with HHC.
- 6e. Indicate specific: years and dollar amounts of previous contracts with HHC.
7. List the names and addresses of all of your firm's facilities which are performing work on this contract. For example, a computer organization might have a sales office in Newark, New Jersey which negotiated and/or submitted a contract proposal, manufacturing facilities in Teterboro, New Jersey and Schaumburg, Illinois which produced the equipment; and a facility in New York City providing systems analysts, programmers and technicians to develop, install and maintain the system. Since all four (4) facilities are involved in performing the (contract, all four (4) are **operating** facilities, and they must be identified. If a facility's employment policies, procedures and employment action determinations are made at a different facility or headquarters, that facility must be identified as well. If you are uncertain whether a particular facility should be included, refer to Section III, page 2 of these instructions and/or call AA/EEO at (212) 788-3380

IF YOU FAIL TO IDENTIFY ALL OF THE OPERATING FACILITIES, THE OMISSION WILL RENDER THE EMPLOYMENT REPORT SUBMISSION INCOMPLETE. INCOMPLETENESS WILL INTERRUPT AND DELAY THE COMPLIANCE REVIEW IN PROGRESS.

AN ER, COMPLETED PURSUANT TO THESE INSTRUCTIONS, MUST BE SUBMITTED FOR EACH OF THE FACILITIES LISTED ABOVE IN QUESTION 7.

8. **IMPORTANT:** All subcontractors with subcontracts in excess of \$25,000 must be identified by name and address. As a selected proposed contractor you must ensure that each of your subcontractors obtains an Employment Report as soon as possible after your organization is selected to perform on the HHC contract.
- 9a. This question refers to your firm's particular facility locations which have been reviewed and certified within the past 24 months. If the operating facilities in the current proposed contract include any location(s) different from those reviewed and certified in the past 24 months, ERs must be submitted for these facilities. (See Instructions Sections III and IV).
- 9b. If Employment Reports have already been submitted in connection with a different contract for all facilities involved in this proposed contract, and you have not yet received an approval from AA/EEO, then you may complete and submit only Part I of the ER for each operating facility and a Staffing Plan. Be certain to identify the date on which you submitted the completed ER(s), the name of the HHC division or facility with which the contract was made, and the name and telephone number of the person to whom the ER was submitted.
10. Was an Approval issued in the last 24 months pursuant to an Office of Federal Contract Compliance Programs (OFCCP) Audit or a New York City Department of Business Services/Division of Labor Services (DBS/DLS) for the facility for which this ER is being submitted? When answering this question, be careful to consider only those locations which the DBS/DLS or OFCCP actually audited. EEO will not consider OFCCP or DBS/DLS approvals and certifications for facility locations, which were not actually audited.
 - a. Identify the reviewing OFCCP office by its name and address.
 - b. Was an unconditional certificate of compliance issued within the past 24 months by the OFCCP or DBS/DLS? If yes, attach a copy of the certificate in lieu of completing Employment Report Parts II and III
 - c. Provide a copy of all stated OFCCP findings. Include copies of all corrective actions taken and documentation of their completion.

IF YOU ARE SUBMITTING ONLY PART I OF THE ER, YOU MUST SUBMIT A COPY OF THE FIRM'S EEO STATEMENT AS IT IS PRESENTED IN THE COMPANY PUBLICATIONS/POSTED ON BULLETIN BOARDS.

If you are only required to complete Employment Report Part I, TURN TO PAGE 7 of the Employment Report and sign and notarize the Employment Report. Then submit it to the HHC division or facility with which you are contracting. (See Section V, page 2)

C. Part II – DOCUMENTS REQUIRED

REMEMBER TO LABEL ALL DOCUMENTS WITH THE QUESTION NUMBER FOR WHICH THEY ARE SUBMITTED.

Questions 11a. and b. There are two parts to this question. Part (a) concerns the manner/method by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA). Part (b) inquires into where and how I-9 Forms are maintained and stored.

Questions 12a., b. and c. There are two parts to this question. For (a) indicate whether your firm has a written Equal Employment Opportunity policy and attach a copy of each statement. Explain how the policy is communicated to employees, applicants and external organizations.

You must submit an EEO policy statement.

For part (b), submit your current Affirmative Action Plan(s).

Questions 13a. and b. There are two parts to this question. If your firm or collective bargaining agreement has an internal grievance procedure with respect to EEO complaints, part (a) asks you to indicate this and submit a copy of the policy and procedure. If unwritten, part (b) asks you to explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

You must submit an EEO complaint procedure.

Questions 14. If your employees have used an internal grievance procedure in the last three (3) years, please submit an explanation in the format indicated below:

Number the Complaint(s) (e. g. 1, 2, 3..	Number the Complaint(s)	Position(s) of Complaints	Investigation Conducted Yes/No, Type	Current Status/ Disposition
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Questions 15. Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your firm as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or equal employment opportunity laws. If yes, develop and submit a *log* to show, for each administrative/and or judicial action filed, the following information:

Name(s) of Complainant(s)	Administrative agency or court in which action was filed	Nature of the Complaints	Current Status	If not pending, the complainant's Disposition
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Questions 16. Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

Questions 17. If the conditions apply, check the appropriate boxes.

Questions 18. Please indicate the relevant geographic recruitment or labor market areas (i.e., nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

D. Part III – EMPLOYMENT DATA TABLES INCLUDE:

Form A. Job Classification and Incumbents Form (see ER, page 9)

Form A.1 Employment Summary (see ER, pages 10-12)

Form B. New Hires Form/Tracking Employees Hired Over The Last Three Years (see, ER, page 13)

Form C. Terminations Form: Employment Terminations Over The Last Three Years (see ER, page 14)

Form D. Staffing Plan (see ER, page 17)

NOTE. IDENTIFY THE FIRM AND FACILITY LOCATION AT THE TOP RIGHT CORNER OF EACH WORKFORCE DATA TABLE PAGE. THESE SHEETS ARE SEPARATED FROM THE OTHER EMPLOYMENT REPORT MATERIALS FOR PURPOSES OF COMPUTER PROCESSING.

Part III – EMPLOYMENT DATA TABLES SPECIAL NOTE:

IN ADDITION TO PROVIDING A HARDCOPY, CONTRACTORS AND SUBCONTRACTORS, HAVING THE CAPABILITY TO DO SO, ARE REQUIRED TO PROVIDE A COMPUTER DISKETTE USING MICROSOFT EXCEL FILES CONTAINING THE REQUIRED INFORMATION FROM EACH OF THE DATA TABLES. INSTRUCTIONS FOR DISK SUBMISSIONS CAN BE OBTAINED FROM AA/EEO UPON SPECIFIC REQUEST. PLEASE NOTE: THE DATA MUST BE SUBTOTALLED BY CENSUS CODES WITHIN JOB GROUP AND A SEPARATE PAGE IS REQUIRED FOR EACH OCCUPATIONAL CATEGORY.

FORM A. JOB CLASSIFICATION AND INCUMBENTS REPORT

FILL OUT THIS FORM AS FOLLOWS: (See page 9 of the ER)

1. EEO Category

- (a) This form requires that you list and classify each company job title which exists in the reported facility.
- (b) In selecting the appropriate EEO category for each job title, please note that the occupational categories listed in abbreviated form in the upper portion reflect the nine (9) EEO categories utilized in the 2000 Census. These EEO categories are listed in Appendix A (page 20) and referenced to the right of each census code (pages 21-34). Be sure you are using the correct EEO category when selecting the census codes in Appendix B that most closely correspond to your company job titles. For purposes of this report please use only the nine categories listed on Form A.
- (c) Before you fill out Form A, please circle the EEO category at the top of the page in order to identify the job titles being reported on the page. Remember, if you circle "professional", the page should reflect only those titles classified as professionals.
- (d) You must use separate pages of Form A for each EEO category. You should photocopy as many forms as you need to report all of the titles.
- (e) You must indicate the name and location of the reported facility in the upper right hand corner of Form A.

Column 1 - Company Job Title

- 1. List all job titles which fall within the EEO category circled. (These are titles, not census codes, occupational categories or specific people).

NOTE: IF YOU HAVE AN UNUSUAL COMPANY JOB TITLE WHICH YOU ARE UNABLE TO PLACE WITHIN AN OCCUPATIONAL CATEGORY, PLEASE FILL OUT THE JOB DESCRIPTION FORM (EMPLOYMENT REPORT, PAGE 16) AND AA/EEO WILL CLASSIFY THAT TITLE FOR YOU.

- 2. If, within the past three years, employees were hired into or terminated from a job title which is no longer utilized by your firm, the job title must be reported and job grouped in columns 1 and 3.

Column 2 - Company Job Number

- 1. Assign a Job number to each company job title listed in column 1. If your company does not use numbers to identify job titles, then simply assign a number to each job title. COMPANY JOB NUMBERS MUST BE JOB TITLE DISTINCT AND EACH JOB NUMBER CAN BE USED ONLY ONCE. EACH JOB TITLE MUST BE ASSIGNED TO ONE AND ONLY ONE JOB NUMBER.
- 2. Job numbers must have at least one digit and no more than 7 digits or spaces. You may use numbers, letters, dashes or slashes.
- 3. These numbers will be used again in columns 5 and 8 of the New Hires Form and column 6 of the Terminations Form.

Column 3 - Census Codes

- 1. Refer to the occupational titles in Appendix A (pages 21-34 of these Instructions). Find the occupational category (within the applicable EEO -1 category) which most closely matches the job function of the title in column 1, then list the corresponding census code. (The EEO-1 category is listed to the right of each census code.)
- 2. Where applicable, the same census code may be assigned to different job titles. For example, the job titles senior accountant and junior accountant may both be assigned census code 080 (accountants and auditors).

NOTE: IF YOU ARE UNABLE TO FIND A SUITABLE CENSUS CODE MATCH TO ONE OR MORE OF YOUR COMPANY JOB TITLES, SEE ADDITIONAL RESOURCES - PAGE 35, OR FILL IN THE JOB DESCRIPTION FORM (ER, PAGE 16) AND EEO WILL MATCH IT TO A CENSUS CODE.

Column 4 - Job Groups (Column 4 is divided into five sub-columns)

1. Within each EEO category you may assign 1 to 5 job groups as needed. JOB GROUPS are further sub-groupings of job titles within EEO categories. Each job group should contain jobs with the same or related occupational categories (3 digit census codes) or similar levels of responsibility. You can refer to section headings within the listing of census codes to help determine which codes are related (e.g., "Engineers, Architects and Lawyers" or "Therapists" within the Professionals category.)
2. List the job titles you have assigned to job group 1 first, and put an X in the first sub-column of column 4. Then list the job titles in job group 2 and put an X in the second sub-column, etc. If you are grouping the jobs by levels of responsibility, list the highest level jobs in the first job group and proceed in descending order. Do not skip sub-columns.

NOTE: UNDER LIMITED CIRCUMSTANCES, AA/EEO WILL ALLOW MORE THAN FIVE JOB GROUPS TO BE ESTABLISHED IN AN EEO CATEGORY, BUT IN NO INSTANCE WILL MORE THAN TEN JOB GROUPS BE ALLOWED. IF YOU BELIEVE THAT MORE THAN FIVE JOB GROUPS IN ANY EEO CATEGORY IS ABSOLUTELY NECESSARY, YOU MAY CALL AA/EEO AT (212) 788-3380.

Columns 5 -15: (Incumbents)

1. In Column 5, record the total number of your current employees by job title.
2. In Columns 6-15, distribute by gender and minority status (see below), the total number of incumbents in each job title. Add the totals in column 5 for the entire EEO category (e.g., Managers) and place the resulting number in the box at the top left hand corner of the page. If there are no incumbents in an EEO category, you must report zero (0). Enter summary statistics for all job groups and EEO Categories on the Employment Summary form.
3. "Minority", "Minorities", or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined as follows:
Black: descended from any of the Black African racial groups and not of Spanish origin;
Hispanic: of Mexican, Puerto Rican, Cuban, Dominican, Central or South American Spanish origin or culture regardless of race;
Asian or Pacific Islander: descended from any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands;
Native American, Alaskan Native: descended from any of the original peoples of North America or Alaska and maintaining identifiable tribal affiliation through membership and participation or community recognition.
4. The incumbents reported should reflect a snapshot of your workforce as of the date your Employment Report was completed.

FORM A.1 EMPLOYMENT SUMMARY

1. This form requires that you provide summary totals for each job group and EEO category.
2. Enter the name of your firm under contractor name, the name of the HHC facility or Central Office division you are contracting with and the date of payroll period reflected in this report.
3. Add up the total number of incumbents in each job group and each EEO category and enter the number under total.
4. Do the same for each gender/ethnicity in columns 1 to 10, and finally total Women and total Minority.

FORM B. NEW HIRES FORM/TRACKING EMPLOYEES HIRED OVER THE LAST THREE YEARS

FILL OUT THIS FORM AS FOLLOWS: (See page 13 of ER)

1. The New Hires Form calls for information concerning only those employees hired over the last three years, including those who are no longer with your firm.
2. If any required information is unavailable, please contact the HHC division with which you are contracting.

Column 1 - Social Security No. or Employee ID No

1. Write the social security number or employee ID number of all employees hired. Each permanent ID number must be employee specific.

Columns 2-3: Gender and Race/Ethnic Code

1. Using the codes at the bottom of the form, fill in the gender and race of each employee listed in column 1.
2. 'Minority', 'Minorities, or Minority Group means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on page 10 of these Instructions.

Column 4 -Year of Hire

1. Enter year of hire for each employee hired within the past three years.
2. If there are no new hires for one or more of the past three years, please indicate this at the certification box located below the legends.

Column 4 - Company Job Number at Hire

1. List the company job number (Form A, Column 2) for the title in which the employee was hired.
2. All company job numbers utilized on this form must be reported on Form A, even if the job title that the Job number represents no longer exists.

Column 5 - Company Job Number at Hire

1. List the company job number (Form A, Column 2) for the title in which the employee was hired.
2. All company job numbers utilized on this form must be reported on Form A, even if the Job title that the job number represents no longer exists.

NOTE: IF A COMPANY NUMBER IS LISTED AS A THREE DIGIT NUMBER ON THE JOB CLASSIFICATION AND INCUMBENTS FORM (i.e., 006), THAT PRECISE THREE DIGIT NUMBER MUST BE UTILIZED IN THIS COLUMN AND IN COLUMN 8. DO NOT SUBSTITUTE 6 FOR 006.

Column 6 - Matching Census Code

1. Refer to the census codes which were assigned to the job titles on Form A. List the census code assigned to the company job title into which the employee was hired.
2. When the same company job number is listed more than once in column 5, the same census code must be assigned each time that company job number is reported
3. Where applicable, the same census code may be assigned to different company job numbers. For example, job titles senior accountant and junior accountant may both be assigned detailed census code 080 (accountants and auditors).
4. If you are unable to find a suitable census code match for one or more of your company job titles, fill in the Job Description Form in the Employment Report, (page 16) and EEO will match it to a census code.

Column 7 - Weekly Salary at Hire

1. Report the weekly salary of each employee listed at hire. If not weekly, salaries must still be listed in a uniform manner (i.e., monthly salaries instead of weekly).

Column 8 - Current Company Job Number

1. Enter the current company job number of each employee listed. This may or may not be a change from column 5, depending on whether there was a change in Job title (promotion, transfer, demotion) for the employee.
2. If any employee listed as a new hire is no longer with your firm, place an I in this column if the employee was discharged or laid off, a V if the employee resigned, an R if the employee retired and a D if the employee is deceased.

NOTE: REMEMBER THAT ALL COMPANY JOB NUMBERS UTILIZED ON THIS FORM MUST HAVE BEEN REPORTED ON FORM A.

Column 9 - Weekly Current Salary

1. Enter the current salary of each employee listed. This may or may not be a change from column 7. This salary must be reported in the same uniform manner (i.e., weekly, monthly) as column 7.
2. If any employee listed is no longer with your firm, place an I, V, R, or a D in this column as appropriate.

FORM C TERMINATIONS FORM/EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

FILL OUT THIS FORM AS FOLLOWS: (See page 13 of ER)

1. The Terminations Form calls for information concerning only those employees whose employment terminated over the last three years. If no termination occurred in any of the past three years, indicate this fact in the certification box.
2. If any required information is unavailable, please contact the HHC division with which you are contracting

Column 1: Social Security No. or Employee ID No.

1. Write the social security number or other permanent employee ID number for each employee listed. Each permanent ID number utilized must be employee specific. Please be sure that all employees listed on the New Hires Form as terminated (with an "I", "V", "R" or "D" in columns 8 and 9) are consistently reported on this Form.

Columns 2-3: Sex and Race/Ethnic Code

1. Using the codes at the bottom of the form fill in the gender and race of each employee listed in column 1.
2. "Minority", "Minorities", or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on page 10 of these instructions.

Column 4: Age at Termination

1. Indicate the age of each employee listed. **PLEASE DO NOT GIVE BIRTHDATES**

Column 5: Year of Hire

1. If any employee listed on this form was rehired, enter the year of last hire.

Column 6: Last Company Job Number

1. Enter the last company job number assigned to terminees (this number must be from the job numbers assigned on Form A, column 2). Remember that all company job numbers utilized on this form must be reported on the Form A, even if the title and number no longer exist

Column 7: Year of Termination

1. Indicate the year of employee's termination.

Column 8: Type of Termination

1. Indicate the type of termination by placing an I in this column, if the employee was discharged or laid off, a V if the employee resigned an R if the employee is retired or a D if the employee is deceased.

NOTE. REMEMBER THAT ALL COMPANY JOB NUMBERS UTILIZED ON THIS FORM MUST HAVE BEEN REPORTED ON FORM A

FORM D. STAFFING PLAN

FILL OUT THIS FORM AS FOLLOWS: (See page 17 of the ER)

1. All commodities, services/consulting, and professional construction consultant firms employing within contract amount exceeds \$25,000, are required to submit a staffing plan that describes the anticipated workforce on the contract. (See Section IX; Who Must File New York State-Required Submissions on page 19 of 35.

PURPOSE: The *Staffing Plan* is to be prepared by all non-construction contractors, subcontractors (if any), to project their employment of minority group members and women during a contract. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) anticipated on the project. If the contract specific work force *cannot* be separated out, the contractor's *total work force* is reported.

GENERAL INFORMATION:

1. **Project /RFP Title** Indicate **Product or Service provided** by contractor (brief description).
2. **Location of contract** including county and zip code where work is performed
3. **Contractor firm** name (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code).
4. **Staff Estimates Include:** check to indicate whether report covers (i) the **Contract Specific Work Force** or (ii) the **Company's Total Work Force** (in the event the contract specific work force cannot be separated out).
5. **Type of contract** Indicate if the contract is for construction consultant, commodities or services/consultants.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine *Federal Occupational Categories (FOC's)* consistent with the Federal Government's EEO-1 categories for the private sector labor force. These are: *Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the *total number of all persons anticipated* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above) Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) thru (10) report the numbers of male and female *minority group members* anticipated, based on the following defined groups:

***Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;

***Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;

***Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands,

***Native American or Alaskan Native:** all persons having origins in any of the original peoples of North America.

TOTAL % MINORITY = sum of all minority group members (male and female) anticipated in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL % FEMALE = total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The Staffing Plan is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own work force, collect reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total number of employees in each occupational category. The prime contractor shall submit the summary report as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.

SIGNATURE PAGE (See page 7 of the ER)

The signatory of this Employment Report and all other documents submitted to EEO must be an official authorized to enter into a binding legal agreement.

**THE SIGNATURE PAGE MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED.
ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED**

CURRENT EMPLOYMENT

FORM A: JOB CLASSIFICATION AND INCUMBENTS FORM

CONTRACTOR NAME Tom Jones Contracting Corporation

EEO CATEGORY (Circle One) MGRS PROF TECH SAL CLER CRFT OPER LABR SERV

Number of incumbents in this category 22

FACILITY LOCATION Las Vegas Factory

*MINORITY: (Black, Hispanic, Asian and Native American)

(1) Company Job Title	(2) Company Job No.	(3) Census Code	(4) Job Group Assignment for this Occupational Category					(5) Total in Title	MALES					FEMALES						
			1	2	3	4	5		(6) White (non-Hisp)	(7) Black (non-Hisp)	(8) Hispanic	(9) Asian	(10) Native American	(11) White (non-Hisp)	(12) Black (non-Hisp)	(13) Hispanic	(14) Asian	(15) Native American	(16) Total Females	(17) Total Minority*
			<i>President</i>	<i>01901</i>	<i>001</i>	X						1	1							
<i>Mgr. Purchasing</i>	<i>04412</i>	<i>015</i>		X				1					1					1	0	
<i>Quality Control Manager</i>	<i>04560</i>	<i>043</i>		X				3	2	1								0	1	
<i>Computer Manager</i>	<i>04570</i>	<i>011</i>			X			2	2									0	0	
<i>Regional Manager</i>	<i>03352</i>	<i>043</i>			X			3	1				1	1				2	1	
<i>Manager Information</i>	<i>01939</i>	<i>006</i>			X			2			1		1					1	1	
<i>Human Resources Manager</i>	<i>02240</i>	<i>013</i>			X			4	1		1			1	1			2	3	
<i>Personnel Manager</i>	<i>04890</i>	<i>013</i>			X			2			1		1					1	1	
Census Code 013 Subtotal								6	1	0	2	0	0	1	1	1	0	0	3	4
<i>Construction Manager</i>	<i>04890</i>	<i>022</i>				X		1							1			1	1	
<i>Accounting Manager</i>	<i>03751</i>	<i>084</i>				X		1							1			1	1	
<i>Executive Assistant</i>	<i>03750</i>	<i>043</i>				X		1								1		1	1	
<i>Sales Manager</i>	<i>01701</i>	<i>095</i>				X		1		1								0	1	

Please submit a sheet for each Occupational Category and sort and subtotal by census code within job group. (See ER instructions Appendix B, for Occupational Categories Census Codes).
This form may be copied.

CONTRACTOR NAME Tom Jones Contracting Corporation

FORM A. 1: EMPLOYMENT SUMMARY

FACILITY Las Vegas Factory

Date of Payroll Period Used: 1/26/05

Broad Census Categories	MALES					FEMALES					TOTAL WOMEN	TOTAL MINORITY
	(1) White	(2) Black	(3) Hispanic	(4) Asian	(5) American Indian	(6) White	(7) Black	(8) Hispanic	(9) Asian	(10) American Indian		
1. Officials and Managers												
TOTAL	22	7	1	4	0	4	2	3	1		10	11
JOB GROUP 1	1										0	0
JOB GROUP 2	4	2	1			1					1	1
JOB GROUP 3	13	4	0	3		3	2	1			6	6
JOB GROUP 4	4	0	0	1				2	1		3	4
JOB GROUP 5												
TOTAL	22	7	1	4	0	4	2	3	1		10	11
2. Professionals												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												
3. Technicians												
JOB GROUP 1												
JOB GROUP 2												
JOB GROUP 3												
JOB GROUP 4												
JOB GROUP 5												
TOTAL												

FORM B: NEW HIRES FORM/TRACKING
EMPLOYEES HIRED OVER THE LAST THREE YEARS

CONTRACTOR NAME Tom Jones Contracting Corporation
 FACILITY LOCATION: Las Vegas Factory

Employee Characteristics			At-Hire Information				Current Information	
(1) Social Security No. or Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Year of Hire	(5) Company Job Number at Hire	(6) Matching Census Code (c)	(7) Weekly Salary at Hire	(8) Current Company Job Number (d)	(9) Weekly Current Salary
001-01-0002	F	B	2002	03352	043	520	I	I
002-02-0002	F	W	2003	04412	015	618	04412	652
003-03-0003	M	A	2002	03751	084	598	03751	625
004-04-0004	F	H	2004	02240	013	600	02240	600
005-05-0005	M	B	2002	01701	095	618	01701	652
006-06-0006	M	H	2003	01939	006	618	01939	652
008-07-0007	M	W	2004	02240	013	598	02240	598
010-08-0008	F	B	2003	03750	043	418	03352	432
012-09-0009	M	B	2002	01701	095	598	01701	625
014-10-0015	F	W	2004	04890	022	600	04890	610

(a)
M: Male
F: Female

(b)
W: White (non-Hisp)
B: Black (non-Hisp)
H: Hispanic
A: Asian
N: Native American

(c)
 see Appendix A
 for a listing of
 the 2000 Census
 codes

(d)
V: Voluntarily terminated
I: Involuntarily terminated
 employment (Discharged/Lay off)
R: Retired
D: Deceased

I certify that there were no new hires in 200 ____ / 200 ____

NOTE: Make as many copies of this form as you require.

FORM C: TERMINATIONS FORM

CONTRACTOR NAME Tom Jones Contracting Corporation

EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

FACILITY LOCATION: Las Vegas Factory

(1) Social Security No. or Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Age at Termination	(5) Year of Hire	(6) Last Company Job Number	(7) Year of Termination	(8) Type of Termination (c)
001-01-0002	F	B	37	1993	03352	2004	I
002-02-0002	F	W	60	1973	04412	2002	R
003-03-0003	M	A	42	1983	04412	2003	I
004-04-0004	F	H	64	1975	03751	2004	R
005-05-0005	M	B	66	1983	02240	2002	R
006-06-0006	M	H	32	2001	01701	2004	I
008-07-0007	M	W	34	1994	01939	2002	V
010-08-0008	F	B	49	1993	02240	2003	V
012-09-0009	M	B	65	1974	03750	2002	R
014-10-0015	F	W	62	1983	01701	2004	R

(a)
M: Male
F: Female

(b)
W: White (non-Hisp)
B: Black (non-Hisp)
H: Hispanic
A: Asian
N: Native American

(d)
V: Voluntarily terminated
I: Involuntarily terminated
employment (Discharged/Lay off)
R: Retired
D: Deceased

I certify that there were no terminations in 200 ____ / 200 ____

NOTE: Make as many copies of this form as you require.

FORM D: STAFFING PLAN

Project/RFP Title Queens Hospital Reconstruction Location of Contract Queens 11432
 County NY ZIP 10011

Contractor/Firm Name _____ Address New York NY 10011
 City State ZIP

Check applicable categories: (1) Staff Estimates Include: Contract/Project Staff Total Work Force Subcontractors
 (2) Type of Contract: Construction Consultants Commodities Services/Consultants

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees	
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native				
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin	2	1		1	1							66.7	33.3
Professionals	3	1					1					25.0	25.0
Technicians	1	2		1		1						66.7	66.7
Sales Workers													
Office & Clerical		3		1				1				66.7	100.0
Craft Workers													
Operatives													
Laborers													
Service Workers													
TOTALS	6	7		3	1	1	1	1				53.8	53.8

Company Official's Name Helen Cook Title Contract Manager
 Company Official's Signature Helen Cook Date January 21, 2005
 Telephone Number (212) 777-7777

IX. WHO MUST FILE NEW YORK STATE - REQUIRED SUBMISSIONS

In accordance with Section 312, Article 15-A of the Executive Law and consistent with New York State's policy of Equal Employment Opportunity, all commodities, services/consulting, and professional construction consultant firms employing within New York State that are contracting with the New York City Health and Hospitals Corporation, where the contract amount exceeds \$25,000 are required to:

1. undertake or continue existing affirmative action programs;
2. submit to the State agency, prior to the award of the contract, an EEO policy statement,
3. ensure that all subcontractors comply with the EEO requirements;
- 4(a). submit to the agency, pre-award, a staffing plan that describes the anticipated work force on the contract broken down by ethnic background, gender and federal occupational categories;
- 4(b). or alternatively submit, pre-award, where the work force on the contract cannot be separated out from the contractors total work force, information on the total work force broken down by ethnic background, gender and federal occupational categories,
- 5(a). submit to the agency, post-award on a quarterly basis, project-specific workforce utilization reports where the work force can be separated out from the contractor's total workforce, or written notification of no change;
- 5(b). or alternatively submit, post-award on a semi-annual basis, total workforce information, where the workforce on the contract cannot be separated out from the contractor's total work force; and
6. provide to the State agency, when the work force utilization information changes, revised work force utilization reports on a quarterly basis throughout the life of the contract

IF YOU ARE FILING A COMPLETE EMPLOYMENT REPORT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION I, THAT ER CAN ALSO SERVE AS THE PRE-AWARD STAFFING PLAN REQUIRED UNDER ARTICLE 15-A.

APPENDIX A: OCCUPATIONAL CATEGORIES AND CENSUS CODES

***BROAD CENSUS OCCUPATIONAL CATEGORIES
(EEO CATEGORIES)***

- 01 Officials and Managers
- 02 Professionals
- 03 Technicians
- 04 Sales Workers
- 05 Office and Clerical
- 06 Craft Workers (Skilled)
- 07. Operatives (Semi-skilled)
- 08. Laborers (Unskilled)
- 09 Service Workers

PLEASE TURN PAGE

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
1	Chief Executives	1
2	General and Operations Managers	1
3	Legislators	1
4	Advertising and Promotions Managers	1
5	Marketing and Sales Managers	1
6	Public Relations Managers	1
10	Administrative Services Managers	1
11	Computer and Information Systems Managers	1
12	Financial Managers	1
13	Human Resources Managers	1
14	Industrial Production Managers	1
15	Purchasing Managers	1
16	Transportation, Storage, and Distribution Managers	1
20	Farm, Ranch, and Other Agricultural Managers	1
21	Farmers and Ranchers	1
22	Construction Managers	1
23	Education Administrators	1
30	Engineering Managers	1
31	Food Service Managers	1
32	Funeral Directors	1
33	Gaming Managers	1
34	Lodging Managers	1
35	Medical and Health Services Managers	1
36	Natural Sciences Managers	1
40	Postmasters and Mail Superintendents	1
41	Property, Real Estate, and Community Association Managers	1
42	Social and Community Service Managers	1
43	Managers, All Other	1
50	Agents and Business Managers of Artists, Performers, and Athletes	1
51	Purchasing Agents and Buyers, Farm Products	1
52	Wholesale and Retail Buyers, Except Farm Products	1
53	Purchasing Agents, Except Wholesale, Retail, and Farm Products	1
54	Claims Adjusters, Appraisers, Examiners, and Investigators	1
56	Compliance Officers, Except Agriculture, Construction, Health and Safety, and Transportation	1
60	Cost Estimators	1
62	Human Resources, Training, and Labor Relations Specialists	2
70	Logisticians	1
71	Management Analysts	1
72	Meeting and Convention Planners	1
73	Other Business Operations Specialists	1
80	Accountants and Auditors	2
81	Appraisers and Assessors of Real Estate	1
82	Budget Analysts	1

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
83	Credit Analysts	1
84	Financial Analysts	1
85	Personal Financial Advisors	1
86	Insurance Underwriters	1
90	Financial Examiners	1
91	Loan Counselors and Officers	1
93	Tax Examiners, Collectors, and Revenue Agents	1
94	Tax Preparers	1
95	Financial Specialists, All Other	1
100	Computer Scientists and Systems Analysts	2
101	Computer Programmers	2
102	Computer Software Engineers	2
104	Computer Support Specialists	2
106	Database Administrators	2
110	Network and Computer Systems Administrators	2
111	Network Systems and Data Communications Analysts	2
120	Actuaries	2
122	Operations Research Analysts	2
124	Miscellaneous Mathematical Science Occupations, Including Mathematicians and Statisticians <i>Combines:</i> 121 - Mathematicians 123 - Statisticians 124 - Miscellaneous Mathematical Science Occupations	2
130	Architects, Except Naval	2
131	Surveyors, Cartographers, and Photogrammetrists	2
132	Aerospace Engineers	2
135	Chemical Engineers	2
136	Civil Engineers	2
140	Computer Hardware Engineers	2
141	Electrical and Electronics Engineers	2
142	Environmental Engineers	2
143	Industrial Engineers, Including Health and Safety	2
144	Marine Engineers and Naval Architects	2
145	Materials Engineers	2
146	Mechanical Engineers	2
151	Nuclear Engineers	2
152	Petroleum, Mining and Geological Engineers, Including Mining Safety Engineers <i>Combines:</i> 150 - Mining and Geological Engineers, Including Mining Safety Engineers 152 - Petroleum Engineers	2

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
153	Miscellaneous Engineers, Including Agricultural and Biomedical <i>Combines:</i> 133 - Agricultural Engineers 134 - Biomedical Engineers 153 - Engineers, All Other	2
154	Drafters	3
155	Engineering Technicians, Except Drafters	3
156	Surveying and Mapping Technicians	3
160	Agricultural and Food Scientists	2
161	Biological Scientists	2
164	Conservation Scientists and Foresters	2
165	Medical Scientists	2
170	Astronomers and Physicists	2
171	Atmospheric and Space Scientists	2
172	Chemists and Materials Scientists	2
174	Environmental Scientists and Geoscientists	2
176	Physical Scientists, All Other	2
180	Economists	2
181	Market and Survey Researchers	2
182	Psychologists	2
184	Urban and Regional Planners	2
186	Miscellaneous Social Scientists, Including Sociologists 183 - Sociologists 186 - Miscellaneous Social Scientists and Related Workers	2
190	Agricultural and Food Science Technicians	3
191	Biological Technicians	3
192	Chemical Technicians	3
193	Geological and Petroleum Technicians	3
196	Miscellaneous Life, Physical, and Social Science Technicians, Including Social Science Research Assistants & Nuclear Technicians 194 - Nuclear Technicians 196 - Other Life, Physical, and Social Science Technicians	3
200	Counselors	2
201	Social Workers	2
202	Miscellaneous Community and Social Service Specialists	2
204	Clergy	2
205	Directors, Religious Activities and Education	2
206	Religious Workers, All Other	2
210	Lawyers	2
211	Judges, Magistrates, and Other Judicial Workers	2
214	Paralegals and Legal Assistants	5
215	Miscellaneous Legal Support Workers	5
220	Postsecondary Teachers	2
230	Preschool and Kindergarten Teachers	2
231	Elementary and Middle School Teachers	2
232	Secondary School Teachers	2

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
233	Special Education Teachers	2
234	Other Teachers and Instructors	2
240	Archivists, Curators, and Museum Technicians	2
243	Librarians	2
244	Library Technicians	5
254	Teacher Assistants	5
255	Other Education, Training, and Library Workers	2
260	Artists and Related Workers	2
263	Designers	2
270	Actors	2
271	Producers and Directors	2
272	Athletes, Coaches, Umpires, and Related Workers	2
274	Dancers and Choreographers	2
275	Musicians, Singers, and Related Workers	2
276	Entertainers and Performers, Sports and Related Workers, All Other	2
280	Announcers	2
281	News Analysts, Reporters and Correspondents	2
282	Public Relations Specialists	2
283	Editors	2
284	Technical Writers	2
285	Writers and Authors	2
286	Miscellaneous Media and Communication Workers	2
290	Broadcast and Sound Engineering Technicians and Radio Operators and Other Media and Communication Equipment Workers <i>Combines:</i> 290 - Broadcast and Sound Engineering Technicians and Radio Operators 296 - Media and Communication Equipment Workers, All Other	3
291	Photographers	2
292	Television, Video, and Motion Picture Camera Operators and Editors	2
300	Chiropractors	2
301	Dentists	2
303	Dietitians and Nutritionists	2
304	Optometrists	2
305	Pharmacists	2
306	Physicians and Surgeons	2
311	Physician Assistants	2
312	Podiatrists	2
313	Registered Nurses	2
314	Audiologists	2
315	Occupational Therapists	2
316	Physical Therapists	2
320	Radiation Therapists	2
321	Recreational Therapists	2

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
322	Respiratory Therapists	2
323	Speech-Language Pathologists	2
324	Therapists, All Other	2
325	Veterinarians	2
326	Health Diagnosing and Treating Practitioners, All Other	2
330	Clinical Laboratory Technologists and Technicians	3
331	Dental Hygienists	3
332	Diagnostic Related Technologists and Technicians	3
340	Emergency Medical Technicians and Paramedics	3
341	Health Diagnosing and Treating Practitioner Support Technicians	3
350	Licensed Practical and Licensed Vocational Nurses	3
351	Medical Records and Health Information Technicians	3
352	Opticians, Dispensing	3
353	Miscellaneous Health Technologists and Technicians	3
354	Other Healthcare Practitioners and Technical Occupations	3
360	Nursing, Psychiatric, and Home Health Aides	9
361	Occupational Therapist Assistants and Aides	9
362	Physical Therapist Assistants and Aides	9
363	Massage Therapists	9
364	Dental Assistants	9
365	Medical Assistants and Other Healthcare Support Occupations	9
370	First-Line Supervisors/Managers of Correctional Officers	9
371	First-Line Supervisors/Managers of Police and Detectives	9
372	First-Line Supervisors/Managers of Fire Fighting and Prevention Workers	9
373	Supervisors, Protective Service Workers, All Other	9
374	Fire Fighters	9
375	Fire Inspectors	9
380	Bailiffs, Correctional Officers, and Jailers	9
382	Detectives and Criminal Investigators	9
384	Miscellaneous Law Enforcement Workers <i>Combines:</i> 383 - Fish and Game Wardens 384 - Parking Enforcement Workers	9
385	Police Officers <i>Combines:</i> 385 - Police and Sheriff's Patrol Officers 386 - Transit and Railroad Police	9
390	Animal Control Workers	9
391	Private Detectives and Investigators	9
392	Security Guards and Gaming Surveillance Officers	9
394	Crossing Guards	9
395	Lifeguards and Other Protective Service Workers	9
400	Chefs and Head Cooks	9
401	First-Line Supervisors/Managers of Food Preparation and Serving Workers	9
402	Cooks	9
403	Food Preparation Workers	9

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
404	Bartenders	9
405	Combined Food Preparation and Serving Workers, Including Fast Food	9
406	Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	9
411	Waiters and Waitresses	9
412	Food Servers, Nonrestaurant	9
413	Dining Room and Cafeteria Attendants, Bartender Helpers, and Miscellaneous Food Preparation and Serving Related Workers <i>Combines:</i> 413 - Dining Room and Cafeteria Attendants and Bartender Helpers 416 - Food Preparation and Serving Related Workers, All Other	9
414	Dishwashers	9
415	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	9
420	First-Line Supervisors/Managers of Housekeeping and Janitorial Workers	9
421	First-Line Supervisors/Managers of Landscaping, Lawn Service, and Groundskeeping Workers	8
422	Janitors and Building Cleaners	9
423	Maids and Housekeeping Cleaners	9
424	Pest Control Workers	9
425	Grounds Maintenance Workers	8
430	First-Line Supervisors/Managers of Gaming Workers	9
432	First-Line Supervisors/Managers of Personal Service Workers	9
434	Animal Trainers	2
435	Nonfarm Animal Caretakers	8
440	Gaming Services Workers	9
441	Motion Picture Projectionists	9
442	Ushers, Lobby Attendants, and Ticket Takers	9
443	Miscellaneous Entertainment Attendants and Related Workers	9
446	Funeral Service Workers	9
450	Barbers	9
451	Hairdressers, Hairstylists, and Cosmetologists	9
452	Miscellaneous Personal Appearance Workers	9
453	Baggage Porters, Bellhops, and Concierges	9
454	Tour and Travel Guides	9
455	Transportation Attendants	9
460	Child Care Workers	9
461	Personal and Home Care Aides	9
462	Recreation and Fitness Workers	9
464	Residential Advisors	9
465	Personal Care and Service Workers, All Other	9
470	First-Line Supervisors/Managers of Retail Sales Workers	4
471	First-Line Supervisors/Managers of Non-Retail Sales Workers	4
472	Cashiers	4
474	Counter and Rental Clerks	4
475	Parts Salespersons	4
476	Retail Salespersons	4
480	Advertising Sales Agents	4

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
481	Insurance Sales Agents	4
482	Securities, Commodities, and Financial Services Sales Agents	4
483	Travel Agents	4
484	Sales Representatives, Services, All Other	4
485	Sales Representatives, Wholesale and Manufacturing	4
490	Models, Demonstrators, and Product Promoters	4
492	Real Estate Brokers and Sales Agents	4
493	Sales Engineers	2
494	Telemarketers	4
495	Door-To-Door Sales Workers, News and Street Vendors, and Related Workers	4
496	Sales and Related Workers, All Other	4
500	First-Line Supervisors/Managers of Office and Administrative Support Workers	5
501	Switchboard Operators, Including Answering Service	5
502	Telephone Operators	5
503	Communications Equipment Operators, All Other	5
510	Bill and Account Collectors	5
511	Billing and Posting Clerks and Machine Operators	5
512	Bookkeeping, Accounting, and Auditing Clerks	5
513	Gaming Cage Workers	5
514	Payroll and Timekeeping Clerks	5
515	Procurement Clerks	5
516	Tellers	5
520	Brokerage Clerks	5
522	Court, Municipal, and License Clerks	5
523	Credit Authorizers, Checkers, and Clerks	5
524	Customer Service Representatives	5
525	Eligibility Interviewers, Government Programs	5
526	File Clerks	5
530	Hotel, Motel, and Resort Desk Clerks	5
531	Interviewers, Except Eligibility and Loan	5
532	Library Assistants, Clerical	5
533	Loan Interviewers and Clerks	5
534	New Accounts Clerks	5
535	Correspondence Clerks and Order Clerks	5
	<i>Combines:</i>	
	521 - Correspondence Clerks	
	535 - Order Clerks	
536	Human Resources Assistants, Except Payroll and Timekeeping	5
540	Receptionists and Information Clerks	5
541	Reservation and Transportation Ticket Agents and Travel Clerks	5
542	Information and Record Clerks, All Other	5
550	Cargo and Freight Agents	5
551	Couriers and Messengers	5
552	Dispatchers	5
553	Meter Readers, Utilities	5
554	Postal Service Clerks	5

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
555	Postal Service Mail Carriers	5
556	Postal Service Mail Sorters, Processors, and Processing Machine Operators	5
560	Production, Planning, and Expediting Clerks	5
561	Shipping, Receiving, and Traffic Clerks	5
562	Stock Clerks and Order Fillers	5
563	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	5
570	Secretaries and Administrative Assistants	5
580	Computer Operators	5
581	Data Entry Keyers	5
582	Word Processors and Typists	5
583	Desktop Publishers	5
584	Insurance Claims and Policy Processing Clerks	5
585	Mail Clerks and Mail Machine Operators, Except Postal Service	5
586	Office Clerks, General	5
590	Office Machine Operators, Except Computer	5
591	Proofreaders and Copy Markers	5
592	Statistical Assistants	5
593	Office and Administrative Support Workers, All Other	5
600	First-Line Supervisors/Managers of Farming, Fishing, and Forestry Workers	8
601	Agricultural Inspectors	1
604	Graders and Sorters, Agricultural Products	7
605	Miscellaneous Agricultural Workers, Including Animal Breeders	8
	<i>Combines:</i>	
	602 - Animal Breeders	
	605 - Miscellaneous Agricultural Workers	
610	Fishing and Hunting Workers	8
	<i>Combines:</i>	
	610 - Fishers and Related Fishing Workers	
	611 - Hunters and Trappers	
612	Forest and Conservation Workers	8
613	Logging Workers	8
620	First-Line Supervisors/Managers of Construction Trades and Extraction Workers	6
621	Boilermakers	6
622	Brickmasons, Blockmasons, and Stonemasons	6
623	Carpenters	6
624	Carpet, Floor, and Tile Installers and Finishers	6
625	Cement Masons, Concrete Finishers, and Terrazzo Workers	6
626	Construction Laborers	8
630	Paving, Surfacing, and Tamping Equipment Operators	6

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
632	Miscellaneous Construction Equipment Operators	6
	<i>Combines:</i>	
	631 - Pile-Driver Operators	
	632 - Operating Engineers and Other Construction Equipment Operators	
633	Drywall Installers, Ceiling Tile Installers, and Tapers	6
635	Electricians	6
636	Glaziers	6
640	Insulation Workers	6
642	Painters, Construction and Maintenance	6
643	Paperhangers	6
644	Pipelayers, Plumbers, Pipefitters, and Steamfitters	6
646	Plasterers and Stucco Masons	6
651	Roofers	6
652	Sheet Metal Workers	6
653	Iron and Steel Workers	6
	<i>Combines:</i>	
	650 - Reinforcing Iron and Rebar Workers	
	653 - Structural Iron and Steel Workers	
660	Helpers, Construction Trades	8
666	Construction and Building Inspectors	1
670	Elevator Installers and Repairers	6
671	Fence Erectors	6
672	Hazardous Materials Removal Workers	6
673	Highway Maintenance Workers	6
674	Rail-Track Laying and Maintenance Equipment Operators	6
675	Septic Tank Servicers and Sewer Pipe Cleaners	8
676	Miscellaneous Construction and Related Workers	6
680	Derrick, Rotary Drill, and Service Unit Operators, and Roustabouts, Oil, Gas, and Mining	6
	<i>Combines:</i>	
	680 - Derrick, Rotary Drill, and Service Unit Operators, Oil, Gas, and Mining	
	692 - Roustabouts, Oil and Gas	
682	Earth Drillers, Except Oil and Gas	6
683	Explosives Workers, Ordnance Handling Experts, and Blasters	6
684	Mining Machine Operators	6
694	Miscellaneous Extraction Workers, Including Roof Bolters and Helpers (1)	6
	<i>Combines:</i>	
	691 - Roof Bolters, Mining	
	693 - Helpers--Extraction Workers	
	694 - Other Extraction Workers	
700	First-Line Supervisors/Managers of Mechanics, Installers, and Repairers	6
701	Computer, Automated Teller, and Office Machine Repairers	6
702	Radio and Telecommunications Equipment Installers and Repairers	6

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
703	Avionics Technicians	6
704	Electric Motor, Power Tool, and Related Repairers	6
710	Electrical and Electronics Repairers, Industrial, Utility, and Transportation Equipment	6
	<i>Combines:</i>	
	705 - Electrical and Electronics Installers and Repairers, Transportation Equipment	
	710 - Electrical and Electronics Repairers, Industrial and Utility	
711	Electronic Equipment Installers and Repairers, Motor Vehicles	6
712	Electronic Home Entertainment Equipment Installers and Repairers	6
713	Security and Fire Alarm Systems Installers	6
714	Aircraft Mechanics and Service Technicians	6
715	Automotive Body and Related Repairers	6
716	Automotive Glass Installers and Repairers	6
720	Automotive Service Technicians and Mechanics	6
721	Bus and Truck Mechanics and Diesel Engine Specialists	6
722	Heavy Vehicle and Mobile Equipment Service Technicians and Mechanics	6
724	Small Engine Mechanics	6
726	Miscellaneous Vehicle and Mobile Equipment Mechanics, Installers, and Repairers	6
730	Control and Valve Installers and Repairers	6
731	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	6
732	Home Appliance Repairers	6
733	Industrial and Refractory Machinery Mechanics	6
734	Maintenance and Repair Workers, General	6
735	Maintenance Workers, Machinery	6
736	Millwrights	6
741	Electrical Power-Line Installers and Repairers	6
742	Telecommunications Line Installers and Repairers	6
743	Precision Instrument and Equipment Repairers	6
751	Coin, Vending, and Amusement Machine Servicers and Repairers	6
754	Locksmiths and Safe Repairers	6
755	Manufactured Building and Mobile Home Installers	6
756	Riggers	6
761	Helpers--Installation, Maintenance, and Repair Workers	8
762	Other Installation, Maintenance, and Repair Workers, Including Commercial Divers and Signal and Track Switch Repairers	6
	<i>Combines:</i>	
	752 - Commercial Divers	
	760 - Signal and Track Switch Repairers	
	762 - Other Installation, Maintenance, and Repair Workers	
770	First-Line Supervisors/Managers of Production and Operating Workers	7

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
771	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	7
772	Electrical, Electronics, and Electromechanical Assemblers	7
773	Engine and Other Machine Assemblers	7
774	Structural Metal Fabricators and Fitters	6
775	Miscellaneous Assemblers and Fabricators	7
780	Bakers	7
781	Butchers and Other Meat, Poultry, and Fish Processing Workers	7
783	Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders	7
784	Food Batchmakers	7
785	Food Cooking Machine Operators and Tenders	7
790	Computer Control Programmers and Operators	7
792	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	7
793	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	7
794	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	7
795	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	7
796	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	7
800	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	7
801	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	7
803	Machinists	6
804	Metal Furnace and Kiln Operators and Tenders	7
806	Model Makers and Patternmakers, Metal and Plastic	6
810	Molders and Molding Machine Setters, Operators, and Tenders, Metal and Plastic	7
813	Tool and Die Makers	6
814	Welding, Soldering, and Brazing Workers	7
815	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	7
816	Lay-Out Workers, Metal and Plastic	6
820	Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic	7
821	Tool Grinders, Filers, and Sharpeners	7
822	Other Metalworkers and Plastic Workers, Including Milling, Planing, and Multiple Machine Tool Operators	7
	<i>Combines:</i>	
	802 - Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic	
	812 - Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	
	822 - Metalworkers and Plastic Workers, All Other	

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
823	Bookbinders and Bindery Workers	6
824	Job Printers	7
825	Prepress Technicians and Workers	6
826	Printing Machine Operators	7
830	Laundry and Dry-Cleaning Workers	7
831	Pressers, Textile, Garment, and Related Materials	7
832	Sewing Machine Operators	7
833	Shoe and Leather Workers and Repairers	6
834	Shoe Machine Operators and Tenders	7
835	Tailors, Dressmakers, and Sewers	6
836	Textile Bleaching and Dyeing Machine Operators and Tenders	7
840	Textile Cutting Machine Setters, Operators, and Tenders	7
841	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	7
842	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders	7
845	Upholsterers	6
846	Miscellaneous Textile, Apparel, and Furnishings Workers, Except Upholsterers	7
	<i>Combines:</i>	
	843 - Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers	
	844 - Fabric and Apparel Patternmakers	
	846 - Textile, Apparel, and Furnishings Workers, All Other	
850	Cabinetmakers and Bench Carpenters	6
851	Furniture Finishers	6
853	Sawing Machine Setters, Operators, and Tenders, Wood	7
854	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	7
855	Miscellaneous Woodworkers, Including Model Makers and Patternmakers	6
	<i>Combines:</i>	
	852 - Model Makers and Patternmakers, Wood	
	855 - Woodworkers, All Other	
860	Power Plant Operators, Distributors, and Dispatchers	6
861	Stationary Engineers and Boiler Operators	6
862	Water and Liquid Waste Treatment Plant and System Operators	6
863	Miscellaneous Plant and System Operators	7
864	Chemical Processing Machine Setters, Operators, and Tenders	7
865	Crushing, Grinding, Polishing, Mixing, and Blending Workers	7
871	Cutting Workers	7
872	Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders	7

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
873	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	7
874	Inspectors, Testers, Sorters, Samplers, and Weighers	7
875	Jewelers and Precious Stone and Metal Workers	6
876	Medical, Dental, and Ophthalmic Laboratory Technicians	6
880	Packaging and Filling Machine Operators and Tenders	7
881	Painting Workers	7
883	Photographic Process Workers and Processing Machine Operators	7
885	Cementing and Gluing Machine Operators and Tenders	7
886	Cleaning, Washing, and Metal Pickling Equipment Operators & Tenders	7
891	Etchers and Engravers	6
892	Molders, Shapers, and Casters, Except Metal and Plastic	7
893	Paper Goods Machine Setters, Operators, and Tenders	7
894	Tire Builders	7
895	Helpers-- Production Workers	8
896	Other Production Workers, Including Semiconductor Processors and Cooling and Freezing Equipment Operators	7
	<i>Combines:</i>	
	884 - Semiconductor Processors	
	890 - Cooling and Freezing Equipment Operators and Tenders	
	896 - Production Workers, All Other	
900	Supervisors, Transportation and Material Moving Workers	7
903	Aircraft Pilots and Flight Engineers	2
904	Air Traffic Controllers and Airfield Operations Specialists	3
912	Bus Drivers	7
913	Driver/Sales Workers and Truck Drivers	7
914	Taxi Drivers and Chauffeurs	7
915	Miscellaneous Motor Vehicle Operators, Including Ambulance Drivers and Attendants	7
	<i>Combines:</i>	
	911 - Ambulance Drivers and Attendants, Except Emergency Medical Technicians	
	915 - Motor Vehicle Operators, All Other	
920	Locomotive Engineers and Operators	7
923	Railroad Brake, Signal, and Switch Operators	7
924	Railroad Conductors and Yardmasters	7
926	Subway, Streetcar, and Other Rail Transportation Workers	7
930	Sailors and Marine Oilers	7

Occupation Code_2000	Occupation Title_2000	EEO-1 Job Category (9)
931	Ship and Boat Captains and Operators	1
933	Ship Engineers	7
935	Parking Lot Attendants	7
936	Service Station Attendants	8
941	Transportation Inspectors	7
942	Miscellaneous Transportation Workers, Including Bridge and Lock Tenders and Traffic Technicians <i>Combines:</i> 934 - Bridge and Lock Tenders 942 - Other Transportation Workers	7
951	Crane and Tower Operators	6
952	Dredge, Excavating, and Loading Machine Operators	6
956	Hoist and Winch Operators	7
960	Industrial Truck and Tractor Operators	7
961	Cleaners of Vehicles and Equipment	8
962	Laborers and Freight, Stock, and Material Movers, Hand	8
963	Machine Feeders and Offbearers	8
964	Packers and Packagers, Hand	7
965	Pumping Station Operators	7
972	Refuse and Recyclable Material Collectors	8
975	Miscellaneous Material Moving Workers; Including Conveyor Operators & Tenders; Shuttle Car Operators; & Tank Car, Truck, & Ship Loaders <i>Combines:</i> 950 - Conveyor Operators and Tenders 973 - Shuttle Car Operators 974 - Tank Car, Truck, and Ship Loaders 975 - Material Moving Workers, All Other	7
992 (2)	Unemployed, with no work experience since 1995	-

1. Please Note: Helpers -- Extraction Workers (Census Code 693) and Other Extraction Workers (Census Code 694) would normally not be combined in the same EEO Occupational category. In this instance, however, EEOC defers to the OMB requirement that Census Occupational categories must be consistent with the SOC minor group structure.

2. Please Note: Code 992 includes people 16 years and older with civilian work experience who are unemployed and have not worked since 1995; who have never worked and are looking for work; and who have worked since 1995, but whose last job was in the military, and are looking for civilian work.

Code 992 is not applicable to worksite/residence and worksite tables.

Additional Resources:

1. <http://www.census.gov/hhes/www/ioindex/view.html>

2. **The Standard Occupational Classification Manual,**
Stock Number 041-001-00351-7, \$55.00.
This book can be purchased by writing to the:
Superintendent of Documents, U. S. Government Printing Office,
P.O. Box 371954
Pittsburg, PA 15250-7954

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