

**THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

**INVITATION FOR BID
AND
AGREEMENT
FOR
MOVING SERVICES**

DATE OF ISSUE: TBD

PIN: 11BS097100R0X00

AUTHORIZED AGENCY CONTACT

Bidders are advised that the Agency's authorized contacts for ALL matters concerning this IFB are:

Primary Contact:

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The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor/provider who believes that there has been unfairness, favoritism or impropriety in the bid process, should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007 (212-669-3870).

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NOTE TO BIDDERS:

YOU MUST READ THE ENTIRE DOCUMENT. HOWEVER, COMPLETE AND SUBMIT ONLY THE BID PACKAGE (SECTION IV).

RETAIN THE REMAINING PARTS FOR YOUR INFORMATION. CLOSELY READ SECTION IV FOR DETAILED INSTRUCTIONS ON BID SUBMISSION.

SECTION I: TIMETABLE

1. Release Date of this IFB: Friday, January 21st, 2011
2. Pre-Bid Conference: Friday, January 28, 2011
10:00 a.m. to 12:00 p.m.
125 Worth Street 3rd Floor Board Room
3. Site Visits: **Friday, January 28th – 1PM – 4PM**
125 Worth Street
346 Broadway
93 Worth Street
40 Worth Street
2 Lafayette Street
49-51 Chambers Street

Monday, January 31st – 9AM – 1PM
253 Broadway
233 Broadway
225 Broadway
291 Broadway
161 Williams Street
22 Courtlandt Street

Tuesday, February 1st – 9AM – 1PM
120 Wall Street
42 Broadway

Wednesday, February 2nd – 9AM – 1PM
303 9th Avenue
455 First Avenue

Thursday, February 3rd – 9AM – 1PM
2 Gotham Pl.
120-34 Queens Blvd.
4. Bid Due Date, Time and Public Opening Location
Date: Monday, February 7th, 2011
Time: 11:00 A.M. (Eastern Daylight Savings Time)
Place: New York City Department of Health & Mental Hygiene
Office of the Agency Chief Contracting Officer
93 Worth Street, Room 812, New York, NY 10013
5. Projected Start Date: March 1, 2011

**** Any bids received after 11:00 am will be considered late and will not be accepted**

SECTION II - SCOPE OF SERVICES

A. Introduction and Background

The intent of this Invitation for Bid (“IFB”) is to hire commercial mover(s) to provide all supervision, labor, supplies, material, equipment, vehicles, permits and fees, and insurance on an as required basis, pursuant to work orders issued by the Department of Health and Mental Hygiene (“DOHMH”) of the City of New York (the “City”) on the terms and conditions set forth in this IFB. Such moving and move preparation services shall be provided on an as required basis in accordance with all specifications, terms and conditions contained in this IFB, as it may be amended by the issuance by DOHMH of addenda prior to the bid opening date.

The DOHMH is consolidating its office space by moving approximately 3,800 employees from and within seventeen different leased and City-owned locations in Manhattan and one in Queens to two headquarters. These headquarters are located at 42-09 28th Street, Long Island City, Queens (“Gotham Center”) and 125 Worth Street, Manhattan (“125 Worth”). The primary moves are as follows:

- The office and personal effects of approximately 2,800 employees must be moved to a newly constructed building at Gotham Center;
- The office and personal effects of approximately 1,000 employees will be relocated from scattered sites in New York City to, or relocate within, 125 Worth; and
- Approximately 100 employee workstations may be relocated to 22 Cortlandt Street in Manhattan from various sites.

DOHMH will also require moving services on an as-needed basis to support subsequent consolidation of staff in its 125 Worth Street, Manhattan location and the decommissioning of other leased and owned Manhattan locations.

Under this IFB, bidders are required to bid on one or both of two separate bid components collectively, the “Options” and singly, the “Option”) of this solicitation. Option #1 will consist of all aspects of the moving services described herein associated with the relocation of DOHMH staff to Gotham Center. Option #2 will consist of all aspects of moving services described herein associated with the consolidation and decommissioning of certain sites and re-stacking of other DOHMH occupied facilities from and among which staff must be relocated. Bidders may bid on one or both of these Options. The bidder or bidders to which a contract is awarded and enters into this Agreement is/are referred to herein as the “Awardee” or “Contractor.”

Option #1: DOHMH Manhattan to 2 Gotham (42-09 28th Street, LIC, NY 11101) Move

The largest portion of the DOHMH office consolidation project will be its series of staged moves, from 18 different locations to Gotham Center, a multi-floored space totaling approximately 650,000 square feet in Long Island City, Queens. This series of moves is expected to begin on or about March 1, 2011 and to be completed by June 30, 2011. The dates for each segment (“tranche”) of this move are still being finalized, and may overlap, based upon the

construction timeline and the logistics required to accomplish a well-orchestrated move and minimizing office disruptions.

The office furniture and computer equipment at Gotham Center will for the most part be new and pre-delivered and installed under other DOHMH contractual arrangements. The delivery, assembly and installation of such new furniture and equipment is outside of the scope of this contract.

The moving services required pursuant to this IFB under Option #1, the relocation of office files and personalty to Gotham Center will consist of a series of box and office equipment moves, including, without limitation, items of equipment such as copiers, scanners, fax machines, computers, shredders, printers for mini-conference rooms, full size safe (which may require a boom truck) and a limited amount of furniture (mostly specialized employee workstations). The move is expected to include approximately three “bankers (file) boxes” and one moving box or crate (for personal effects) per relocating employee. The Option #1 Awardee will be required to pick up all of the above from current locations and place same at the designated work station for each employee or placement at such other location as specified, all at Gotham Center. In addition, the Awardee will be responsible for coordinating the relocation of DOHMH central files to Gotham Center for placement adjacent to specified filing cabinets. It is anticipated that up to 30,000 file drawers of central files will be relocated from specified Manhattan and Queens locations and placed along the periphery of the various floors and in designated areas with high density filing drawers in a manner that will facilitate their placement in file drawers by DOHMH staff or hired help as deemed necessary. The process will entail pre-labeling of filing drawers/cabinets where the files will be put away following delivery, the placing and or filing of the central file boxes by the Awardee at the specific locations pre-identified by the Move Coordinator and the Awardee and the picking up of empty recyclable containers or cartons after the files have been put away for re-distribution to the next location scheduled to move to Gotham Center.

NOTE WELL: Some components of the scheduled moves may be required to occur at night or during weekend hours in order to minimize disruption to DOHMH staff and minimize delays associated with move logistics and/or to maximize elevator and loading dock availability.

Option #2: Consolidation of Various DOHMH Manhattan Locations To 125 Worth Street, 22 Cortlandt Street, 233 Broadway and Other Sites

In addition to the above referenced consolidation of DOHMH staff at Gotham Center, all DOHMH staff and furniture remaining at the various 17 locations in Manhattan and Queens will be consolidated into fewer New York City locations through a staggered series of subsequent moves that are anticipated to occur following the Gotham Center moves. Each such move will involve the transport of furniture, equipment, computers, files and personal effects from one or more of the 18 present locations of DOHMH facilities in Manhattan or Queens to locations within the City’s five boroughs. While the schedule for these moves has not yet been determined, they are expected to occur during the calendar period between April, 2011 through December, 2012, with the preponderance of such moves taking place in the first few months of this time period. This consolidation effort is planned as a staggered series of box and office equipment moves, including, without limitation, items of equipment, such as copiers, fax

machines, air conditioners, shredders, computers, printers, full size safe (which may require a boom truck) and a significant amount of furniture. Each move will also include approximately three “bankers (file) boxes” and one moving box (for personal effects) per relocating employee. The Awardee will be expected to pick up and move all of the above from current locations to the designated work station for the employee or such other location at the destination site as is specified by DOHMH. At 22 Cortlandt and 125 Worth, the furniture will typically consist of a combination of old and newer office equipment. The Option #2 Awardee may be required to move some unwanted furniture equipment to storage or salvage locations within the five boroughs as specified by DOHMH. NOTE WELL: Some components of the scheduled moves may be required to occur at night or during weekend hours in order to minimize disruption to DOHMH staff and minimize delays associated with move logistics and/or to maximize elevator and loading dock availability.

Requirements Applicable to Both Option #1 and Option #2

The Awardee for each or both of the two Options described above will work closely with a designated DOHMH representative to be selected by DOHMH (the “Move Coordinator”), who will plan and supervise all aspects of the various moves in accordance with a comprehensive decommissioning/restacking plan (the “Master Plan”) to be provided by DOHMH and the Move Coordinator to ensure that all required activities are completed in a timely, effective, well coordinated and efficient manner. The Master Plan will include a timetable with a list of required activities in chronological order; deadlines for pre-move and physical move tasks including packing and unpacking; a plan for post-move activities and clean-up; a plan for salvage of equipment and furniture not moved; and identification of dependencies and contingencies needed to ensure successful move completion. The Move Coordinator will work with relevant DOHMH staff and the contractor who is selected for each Option as a result of this IFB (the Awardee) on all issues related to the move. Planning will commence with the Awardee as soon as feasible in advance of the first move, in order to ensure that planning and preparation are completed in time for execution of all activities in accordance with the Master Plan. While the move to Gotham Center is expected to take approximately 16 weeks for the move and the relocation and consolidation into the Manhattan locations is expected to take 21 months, the schedule is subject to change. The project for Option #1 will not be considered complete until the relocation of all files, equipment, furniture and personal effects of all 2,800 staff members have been moved to Gotham Center. The project for Option #2 will not be considered complete until relocation of all files, equipment, furniture and personal effects of all 1,000 staff members have been moved to 125 Worth and other Locations within the City’s five boroughs, and all associated moves as specified by DOHMH have been concluded.

Copies of the floor plans for Gotham Center and the 18 current DOHMH locations currently identified as involved in the above moves are set forth in Appendix H for reference.

Each move completed under the contract shall consist of four work phases: 1) pre-move planning; 2) move preparation; 3) physical movement of files and equipment as described above; and 4) post-move activities. Each Awardee is required to visit and survey all sites in advance of the moves and to familiarize itself with the loading docks, if any, and other site conditions, including but not limited to applicable parking regulations, loading dock accommodations (e.g. size of truck necessary for street/loading dock access), elevator availability and pre-scheduling

requirements, and convey its survey results to the Move Coordinator,, advising DOHMH and the Move Coordinator what the Mover's optimal truck(s), materials, supplies and equipment and staffing will be to complete the move within the time allotted. The Awardee will include as part of the move preparation all parking arrangements, all necessary permits and all required padding and other physical protection required to protect the items being moved in transit and during loading and unloading at both the old and new location. Pre-move planning will include working with the Move Coordinator and DOHMH to develop the moving plan details, including the scheduling of specific office moves per DOHMH priorities in vacating certain sites of origin, as well as preparation for the move in cooperation with the Move Coordinator to promulgate requirements for DOHMH employees to label, pack, and unpack the boxed materials. The Awardee's responsibilities will include management of all aspects of the physical move, under the oversight of the Move Coordinator. The post-move includes a scheduled walk through by the Move Coordinator with DOHMH staff within 1- 4 weeks after each physical move to ensure that all debris has been removed and confirm that all vacated offices are completely empty and broom swept at the end of all moves. The Awardee will be required, as needed, to transport any items left behind at the move-out locations to an existing DOHMH facility. All move activities shall be executed within specified timelines and budget set forth in the Master Plan.

The Awardee shall be responsible for ensuring that adequate staffing and resources are available to provide all labor, materials, supplies, tools and equipment required for the proper completion of the work within the schedule established for each individual move in the Master Plan. It is the Awardee's responsibility to establish and provide labor and supply quantities that are considered "adequate" for the move, based upon the scope of work set forth in this IFB and that are sufficient to guarantee compliance with the timetable established for each move in the Master Plan. All trucks furnished by the Awardee must be of the proper type, height, weight and length to perform the required services. The Awardee is responsible for moving all the files, equipment and furniture associated with the plan even if the total number exceeds any of the estimates provided above. Such resources shall include the Awardee's staff, equipment, trucks, and supplies, and all other items not specifically mentioned, but necessary to affect such work and meet the scheduled completion date for each of the various office moves in accordance with the Master Plan. The Awardee shall be responsible for minimizing disruption to DOHMH staff; limiting or preventing damage to property; and preventing any and all damage to city-owned and leased property.

DOHMH staff from the following origination sites*will be re-located:

1. 2 Lafayette Street, New York, NY 10007 - City Owned Building - 90,202 SF
2. 125 Worth Street, New York, NY 10013 – City Owned Building - 190,120 SF
3. 49-51 Chambers Street, New York, NY 10007 – City Owned Building - 7914 SF
4. 253 Broadway, New York, NY 10007 – City Owned Building - 76,169 SF
5. 346 Broadway, New York, NY 10023 – City Owned Building – 31,335 SF
6. 455 1st Ave., New York, NY 10016 – Non –City Owned Building - 6,000 SF
7. 303 9th Ave., New York, NY 10001 – Non-City Owned Building – 3180 SF
8. 161 William Street, New York, NY 10038- Non-City Owned Building – 20,202 SF
9. 40 Worth Street, New York, NY 10013 – Non-City Owned Building – 50,647 SF
10. 93 Worth Street, New York, NY 10013 – Non-City Owned Building – 86,333 SF
11. 42 Broadway, New York, NY 10004 – Non-City Owned Building - 7,500 SF

12. 225 Broadway, New York, NY 10007-Non-City Owned Building – 39,246 SF
13. 233 Broadway, New York, NY 10279 – Non-City Owned Building – 28,098 SF
14. 291 Broadway, New York, NY 10007 – Non-City Owned Building – 6,300 SF
15. 22 Cortland Street, New York, NY 10007 – Non-City Owned Building – 6,681 SF
16. 120 Wall Street, New York, NY 10005 – Non-City Owned Building – 14,962 SF
17. 220 Church Street, New York, NY 10013-Non-City Owned Building – 3,000 SF
18. 120-34 Queens Blvd., Queens, NY 11357 – Non-City Owned Building – 2,896 SF

** The above listed are the primary sites of origin from which staff and equipment shall be moved to destination sites which are presently anticipated to be 22 Cortlandt Street (Manhattan), 125 Worth Street (Manhattan), and 2 Gotham Center (Queens). The square footage figures stated above are approximate. DOHMH reserves the right to add locations to, or delete locations from, this list, with reasonable notification to the Contractor as the project evolves, or as necessitated by the schedule established for each of the moves, as such schedule may be amended by DOHMH for reason of site or other unforeseen conditions.*

Qualified Bidders must have a minimum of 3 years of demonstrated experience in successfully executing projects of comparable size, scale, and complexity, and must demonstrate the resources and supervisory and logistical capacity to manage the specified scope effectively. Qualified Bidders for Option #1 must have a minimum of 3 years of demonstrated experience in successfully executing large scale office moves in a compressed schedule, including at least three similarly complex moves that included multiple vacated sites and more than 2,000 staff and/or an equivalent square footage (650,000 square feet) of estimated move destination site(s) and sufficient trucks, equipment and supplies of the type required to handle a move of the magnitude required herein; including but not limited to those specified in this IFB. Qualified bidders shall demonstrate experience in planning, moving and completing large scale library density filing project(s) consisting of 10,000 or more files.

Qualified Bidders for Option #2 must have a minimum of 3 years of demonstrated experience in successfully executing large scale office moves, including at least three similarly complex moves that included multiple vacated sites and more than 1,000 staff and/or an equivalent square footage (350,000 square feet) of estimated move destination site(s) and sufficient trucks, equipment and supplies of the type required to handle a move of the magnitude required herein; including but not limited to those specified in this IFB.

Bidders shall provide all insurance required pursuant to the Insurance Requirements specified in Section V, Article 7 (Agreement) of this IFB.

Bidders shall be required to have a valid registration with the Federal Motor Carrier Safety Administration (“FMCSA”) and must have a U.S. Department of Transportation (USDOT) number¹. The number is used to identify the business, and is required to be on each commercial

¹ Companies that operate commercial vehicles transporting passengers or hauling cargo in interstate commerce must be registered with the FMCSA and must have a USDOT Number. Also, commercial intrastate hazardous materials carriers who haul quantities requiring a safety permit must register for a USDOT Number. The USDOT Number serves as a unique identifier when collecting and monitoring a company’s safety information acquired during audits, compliance reviews, crash investigations, and inspections. For more information please see the Federal Motor Carrier Administration website: <http://www.fmcsa.dot.gov/registration-licensing/registration-USDOT.htm>

motor vehicle operated.

B. Contract Term

This Contract will commence upon the issuance of a Notice to Proceed to the Awardee by DOHMH, and will expire on the last day of the twenty-third (23rd) calendar month following the commencement date. It is presently anticipated that the contract term will be from March 1, 2011 through December 31, 2012 (but it will depend upon when the Contract is registered with the Comptroller), unless extended in accordance with the option for such extension contained herein. The Agency Chief Contracting Officer may exercise her option to renew the term of this Agreement for a period of up to fourteen (14) months, by providing notice to the Awardee at least sixty (60) days prior to the expiration of the original term.

C. Intent and Scope of Contract

The Contractor shall provide all labor, supplies, material, equipment, vehicles, permits and fees, insurance (as set forth in **Article 7 of Section V (Agreement) of this IFB**) pursuant to this Information for Bid (“IFB”) and all other items not specifically mentioned herein, but necessary to complete the services required by DOHMH, and to provide supervision, prepare for move(s) and provide moving services on an as needed basis for DOHMH in a good, substantial, and professional manner, as deemed necessary by DOHMH.

Overnight storage is not included in this Contract.

1. Services: Daily Unit

The Awardee shall be required, when directed by the Move Coordinator, to provide a truck (moving van) of the proper size with a lift gate capacity, four workers, as described below in subsection 2. (Labor), and all dollies, hand trucks, cartons, ramps, rolling bins, (both security type and library type carts), commercial tri-wall bins, carts, and any other appropriate moving container, etc. for services normally provided Monday through Friday, for any 8 hour period starting between 6:00 A.M. through 6:00 P.M. (hereinafter referred to as a “DAILY UNIT”) for the purpose of moving various items of furniture, equipment, supplies, records, computers, and other materials. See Item 1 of the Bid Sheets.

2. Labor

The moving crew in the DAILY UNIT shall consist of **four** workers including:

-
- one Furniture Mover- Driver (Industry A or B) ,
- two Furniture Mover-Helpers (Industry A or B),
- one Crew Supervisor .

The Furniture Mover-Driver (Industry A or B) will also work as a Furniture Mover, Helper and the Crew Supervisor shall work as a Helper in addition to supervising the

unit and serving as the liaison to the Move Coordinator. (All titles listed above must be paid in accordance with titles set forth in the Labor Law §220 and §230 Prevailing Wage Schedules)

When the Move Coordinator requires and directs the Awardee to provide multiples of the DAILY UNITS to complete a large relocation within a short time frame, the Awardee shall also provide its Field Operations Supervisor to direct and oversee the field operation. The Supervisor shall be in addition to, and above what is called for under the heading of the labor component of the DAILY UNIT. See Item 2 of the Bid Sheets for Field Operations Supervisor. Although the supervisory duties of the Field Operations Supervisor are not deemed to be covered by the prevailing wage requirements, if the Field Operations Supervisor performs duties which are covered, then he or she must be paid not less than the prevailing wage for such duties.

DOHMH may, in place of, or in addition to, the DAILY UNIT, require a number of additional Furniture Mover- Driver(s) (Industry A or B), Furniture Mover-Helper(s) (Industry A or B) and Crew Supervisor(s) to complete services as required by DOHMH. See Items 3, 4 and 5 of the Bid Sheets.

3. **Moving Vans**

All moving vans to be provided by the Mover shall be properly registered and licensed, in good running condition, equipped with sufficient moving blankets, dollies, walk boards, and any and all other equipment necessary to perform a complete move in accordance with requirements of the specific work order, and shall be of the maximum size and capacity that are appropriate to the access streets and loading docks of the origination site and the destination site for each move in order to ensure the maximum efficiency in the move in accordance with the Master Plan and the moving schedule(s) annexed thereto, as they may be revised by DOHMH from time to time. The type and size of all vans for each move are subject to the prior written approval of DOHMH. If the work order requires an extra van, the Awardee shall provide the extra van and the rate set forth in Item1 (a) on the Bid Sheets will apply.

If required by DOHMH for moves of electronic equipment, and as required by DOHMH in its work order, the Awardee shall supply a forty foot air ride electronic trailer with a flat floor and no wheel boxes for the transportation of sensitive electronic equipment. (The rate for the trailer is inclusive of a tractor.) See Item 9 on the Bid Sheets. In the alternative, if required by DOHMH for transportation of other special equipment, the Awardee shall provide other specialty vehicles equivalent to the specifications of the forty foot air ride electronic trailer with a flat floor and no wheel boxes or in accordance with specifications provided by DOHMH. See Item 12 (Allowance for Sub-Contracting to Riggers, Machinery Movers or Specialty Vehicles) on the Bid Sheets.

4. **Equipment and Supplies**

A sufficient number of dollies, rolling bins/carts (both security and library type as required by each move) and bags for computers and peripherals, as necessary, shall be supplied by the Awardee, if requested by the Move Coordinator and/or specified in the Master Plan. Hand trucks, pallet jacks, banding machines, fork lifts, hand tools, bubble wrap, padding for elevators, commercial bins/carts, cartons, corner bucks, masonite for carpeted floors and marble hallways, and other padding and protective gear, supplies and materials, as necessary to preserve both the origin site and the destination site in their pre-move condition, shall be supplied by the Awardee with the moving van per Section 3 above.

5. **Supervision, Coordination and Meetings**

The Awardee shall provide an experienced Field Operations Supervisor who will be responsible for overseeing and managing all of the Awardee's forces, and who shall be available throughout the project from planning through implementation to post-move phases to provide logistic planning, library move planning, manpower planning and attend all specified meetings. All bid submissions must include the resume of the Field Operations Supervisor(s) who will be working on this project. The Awardee's Field Operations Supervisor, who shall be a principal of the Awardee, or at a minimum, a high-level supervisor who is approved in advance by DOHMH, and who is authorized to commit the Awardee to move requirements, shall work closely with the Move Coordinator by attending meetings, visiting origin and destination sites to determine site conditions and site requirements in order to define the specific requirements for each of the moves to be undertaken as part of the DOHMH relocation. Such Awardee's Field Operations Supervisor shall also review relevant building rules and regulations and site conditions (including but not limited to relevant parking regulations) on behalf of the Awardee to determine the requirements that will affect the moves, and otherwise assist the Move Coordinator in the preparation, planning and scheduling of moves, whenever deemed necessary by the DOHMH, so that a smooth and efficient relocation can be made with the minimum amount of disruption to the operation of the DOHMH. The Field Operations Supervisor will work closely with the Move Coordinator to advise and confer with the Move Coordinator on the content of the Master Plan Travel time to and from the meetings or sites shall not be billable for the Field Operations Supervisor. Where feasible, the DOHMH shall seek to provide the Awardee's Field Operations Supervisor with at least two days' notice to attend such meetings. However, on occasion, the Awardee's Field Operations Supervisor shall be required to attend such meetings on shorter notice.

6. **Moving Bins/Carts**

The Awardee shall furnish and deliver reusable crates/bins in advance of each move. Such crates/bins shall be plastic; stackable; and snap close with an inter-lockable retractable lid. Such crates/bins shall be approximately 25" x 17" x 14" in size. (Acceptable examples of such reusable crates/bins include crates/bins marketed under the names of Rentacrate, and Tyga-Box, and their approved equal)

Where feasible, DOHMH will seek to provide the Awardee with at least two days' notice of the date and place for delivery of such reusable crates/bins. However, on occasion the Awardee may be required to provide crates/bins on shorter notice. All such bins/crates shall be clean and shall be stackable. The Awardee shall be paid for delivery per the unit price for use and return of such bins/crates and their dollies. See Item 7 on the Bid Sheets.

If there is a need for industry "Legal Sized Tote Cartons (record Boxes)" (12"W x 16" L X 10"H or Moving boxes 15" W x 22 ¾" L x 12 ¼ H DOHMH will furnish such boxes to the Awardee. If there is a need for card board moving boxes 48"x24"x30" the Awardee shall supply them. See Item 15 on the Bid Sheets.

If the Awardee, upon notification by DOHMH or upon reviewing relocation requirements, needs to move miscellaneous items and the requirements do not conform with the size of a carton or reusable bin/crate equivalent for which there is a bid price, then the Awardee shall supply a cardboard moving box or other container that are approved by the Move Coordinator as appropriate for the job. See Item 17 on the Bid Sheets.

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7. **Computer and Other Special Equipment Packing**

The Awardee shall pack personal computers, computer terminals, printers and all other electronic equipment that requires special handling, in appropriately secured and constructed containers required for secure transport without damage. The Awardee shall provide a sufficient number of standard computer crates/bins that can be locked and sealed for each move to ensure the safe and secure transport of such equipment and peripheral items for each such item of equipment. The Awardee shall address the proper transport of such equipment and its security at supervision and coordination meetings with the Move Coordinator. The Awardee shall assess DOHMH requirements and provide the Move Coordinator with the total number of crates/bins required for each planned move or relocation. The Awardee shall perform this assessment service without any additional compensation hereunder.

8. **Special Rigging**

Where items (e.g., safes and other large pieces of equipment or machinery) which require special expertise or equipment to move are deemed by the Move Coordinator to be outside of the capabilities of the Awardee, the moving services for such items shall be handled by a specialty hauler with the requisite experience and equipment. If such a situation occurs, the Awardee shall retain the services of a firm having the requisite capability to perform the specialized task in accordance with the provisions of this Section. Prior to obtaining the services of such a firm, the Awardee must obtain at least three written bids from reputable and responsible firms with appropriate experience and equipment and shall present said bids, along with information disclosing the firm(s) experience (at least three references), financial status and principal owners, to DOHMH representatives.

DOHMH will then evaluate the bids and the solicited firms, and advise the Awardee of the City's determination as to the suitability of such subcontractor. If DOHMH, in its sole and absolute discretion, does not approve any of the specialized subcontractors submitted by the Awardee, then DOHMH reserves the right to solicit bids of its own to accomplish such specialized tasks.

The Awardee shall not utilize any subcontractor unless and until written approval is given by DOHMH.

Should approval be given by DOHMH to the Awardee to subcontract any part of the services required hereunder, the Awardee shall be reimbursed for the cost of such subcontract, plus the amount of five percent of the amount of such subcontract to reimburse the Awardee for its overhead and profit. Such total amount, for any direct order issued, shall not exceed the \$25,000 rigging allowance provided for in this contract on the Bid Sheet for each Move Option. See Item 12 on the Bid Sheet.

9. **Private Buildings**

For sites of origin or destination, if the building is privately-owned, the Awardee

must comply with the owner's or management's building requirements with respect to such items as provision of proof of insurance coverage in the requisite amounts; protection of elevators; hours of operation of elevators; protection of building surfaces (e.g., elevator cabs, floors, doorways, door saddles); hours of work and such other items as are common within the moving industry. The Awardee shall not receive additional compensation for such compliance as such compliance shall be considered a standard requirement of the DAILY UNIT.

10. Total Hours of Work and Overtime/Saturdays/Sundays/Holiday Allowance

The normal work week shall be Monday through Friday, consisting of an eight hour work day (starting anytime between the hours of 6:00 A.M. and 6:00 P.M. with one hour allotted for lunch). At times, the Awardee will be required to perform work more than 8:00 hours straight; in such instances, overtime will start after an employee of the Awardee has exceeded 8:00 hours. DOHMH may require that work begin before 6:00 A.M., in which case, overtime will begin only after eight hours as described in paragraph 1 of this Section. In addition, DOHMH retains the right to request that various DAILY UNITS commence work beginning at different hours between the start and end time of 6:00 AM – 6:00 PM to facilitate work hand-off and proper phasing at the move locations.

If the Awardee, being duly authorized by DOHMH, is required to require its workers to perform work at any time after which eight hours have elapsed, or during weekend days or holidays, thereby affecting the prevailing wage payable to each such worker who is working in a job classification that is covered by the prevailing wage requirements of this IFB, then a rate differential equal to the increase in wages and supplemental benefits payable to each such worker will be payable to the Contractor, subject to the submission of hours, date, job classifications certifications and other required documentation for each such affected worker, together with invoices submitted for payment, and such differential payable to the Awardee shall be equal to the applicable increase in the wage rate and the supplemental benefit rate applicable to each such worker pursuant to the applicable prevailing wage rates.

If the expected move requires up to, but no more than, four hours, the Awardee shall be paid for a minimum of four hours at the HOURLY UNIT RATES. For each hour over four and up to eight, the Awardee will be paid based on the HOURLY UNIT.

The Awardee's starting work time shall begin at the time of arrival at the site of work origin and shall end at the time of departure from the destination work site. The Awardee shall not bill for "travel time" to the site of origin. The Awardee shall be responsible for obtaining signatures on its time sheets and bills of lading, indicating the time work started and the time work finished for each day worked, by the DOHMH Coordinator or her designee. The original time sheets and bills of lading containing the manual sign-off by the Move Coordinator or her designee must accompany the invoice presented for payment to DOHMH. Time loss due to the

Awardee's equipment failure or negligence (such as not having the proper tools, equipment, supplies or materials) shall be deducted from the total payment otherwise due to the Awardee.

Time loss due to elevator breakdown, negligence on the part of DOHMH, or for circumstances beyond the control of the Awardee, as determined by DOHMH in its sole and absolute discretion, shall be compensated at the Bid price.

11. Prior Notice and Multiple DAILY UNITS

The Awardee may, upon twenty-four hours prior notice, be required to provide up to twenty DAILY UNITS on any given day, for one or more moving jobs.

For moving jobs requiring more than five DAILY UNITS, where feasible, DOHMH will seek to provide the Awardee with a minimum of five days notice, provided, further, however, that if DOHMH is unable to provide such notice, it shall not be deemed a default hereunder, nor shall it relieve the Awardee of its obligation to provide such DAILY UNITS as may be necessary.

12. Elevator Charges

In City-owned buildings there will be no charge for elevator usage. However, should the Awardee be directed to work within or deliver to a building that charges for elevator service, the fee for such service shall be paid directly by the Awardee and will be reimbursed by DOHMH upon presentation of paid receipts signed by the Building Manager of the privately-owned building. If required by the City's lease, the City will pay the landlord of the privately-owned building directly for such elevator usage and no elevator service charges will be payable to the Awardee hereunder.

13. Prevailing Rate of Wages

The wages paid for a legal day's work to any employee, for work performed pursuant to this contract, shall not be less than the "PREVAILING RATE OF WAGE" as defined in Sections 220 and 230 of the New York State Labor Law, and as promulgated by the Comptroller of the City of New York in the attached Schedule of Wage Rates and in such updated Schedules as may be promulgated by the Comptroller during the course of the performance of this contract. Prevailing wage rates and supplemental benefits shall be paid for all labor categories under this Contract for which there are title classifications covered in the applicable Prevailing Rate Schedules promulgated by the Comptroller of the City of New York.

The prevailing wage rates and supplemental benefits to be paid are those in effect as the work is being performed. The Field Operations Supervisor and Crew Supervisor are not covered by the prevailing wage Schedules unless the Field Operations Supervisor **or Crew Supervisor** also performs work that is performed by covered titles, then he or she must be paid at least the prevailing wage for such covered title duties.

The Awardee shall provide the City with time sheets, with a bill of lading and with a notarized copy of the New York City Comptroller's payroll report, supplying the name, address and social security number of each employee. These records are subject to a monthly audit. Employees' canceled checks will be part of the audit.

14. Notification to Awardee

Only the Move Coordinator, or his or her designee, shall give direction to the Awardee to provide services and attend meetings.

The Awardee shall provide estimates as necessary to enable a work order to issue from DOHMH.

15. Method of Payment

The Awardee shall invoice DOHMH upon completion of each move in such form as DOHMH may require, using the agency work order number on the invoice, and shall submit such invoices together with such documentation as required hereunder, including, without limitation, signed time sheets.

16. Price Increase

If, during the performance of this contract, the prevailing wage and/or benefit amount promulgated by the Comptroller in accordance with Section 230 of the New York State Labor Law shall be increased for any of the classifications listed herein, the rate bid by the Awardee shall be increased prospectively by like amount. Such reimbursement will be based upon actual increased costs incurred with no mark up for overhead or profit. Any "pass-through" of a subcontractor's labor costs shall not be construed as creating any privity of contract between the City and Awardee approved subcontractors.

17. General Requirements

- a. The Awardee shall employ only competent and skilled laborers, and shall pay all laborers performing the work of covered titles the prevailing rate of wages applicable thereto.
- b. The Awardee shall proceed with work as rapidly as is consistent with good workmanship, and as required to meet the date of required completion. The Awardee shall acquaint itself with the hours and procedures of the offices in the buildings as the work must be done at such time and in such manner as to not interfere with the orderly procedures of said offices. The Awardee shall remove any obstructions that will interfere with its carrying out of the services specified herein or as shown on the building plans, if any.
- c. During the performance and up to the date of final completion and acceptance of each move, the Awardee shall take all reasonable precautions to protect the property of the City of New York and the property of private building owners of buildings that contain the origin or destination sites from loss, damage, or

destruction resulting from its operations or those of its subcontractors under this contract.

- d. The Awardee shall promptly repair, restore or replace any damage to furniture, equipment, and building interiors and exteriors to the satisfaction of, and at no cost, to the City. If the Awardee does not repair same, the City may withhold such funds from payments otherwise due to the Awardee as security for such repairs/replacements in amounts deemed sufficient by DOHMH to repair such damage and to replace damaged items. If the damage is not repaired or items replaced promptly by the Awardee, DOHMH shall have the right, but not the obligation, to repair/replace the damaged items and to offset the cost thereof from payments otherwise due to the Awardee.
- e. The Awardee shall procure and maintain all permits and insurance necessary to perform under this contract including the coverage described in Article 7 (Insurance) of the body of the Agreement (Section V to this IFB) during the performance of this contract at no additional cost to DOHMH.
- f. The Awardee shall perform all work on the days and between hours directed by DOHMH. The Awardee shall furnish sufficient DAILY UNITS, as necessary, to complete each and every move within the timeframe set by DOHMH.
- g. A move shall be deemed completed when all of the furniture, office equipment, files, charts, maps, shelving, and all other moved objects have been relocated to their respective new locations and properly placed in the exact areas prescribed by and to the satisfaction of the Move Coordinator.
- h. All miscellaneous items not mentioned in this scope or in the Bid Sheet and normally used in moving shall be provided by the Awardee at no additional cost to DOHMH.

18. Liquidated Damages:

The Department may impose liquidated damages in the event that the Awardee fails to provide personnel or equipment in a timely fashion as specified in this contract, and such failure is deemed to be within the control of the Awardee by the DOHMH. Upon such failure to perform, the DOHMH may procure the required hours of services from another source and deduct the cost thereof from any monies due or to become due to the Awardee under this contract. In the alternative, the following amounts may be offset against monies otherwise due and owing to the Awardee for liquidated damages in the following circumstances:

- Lateness: from ten (10) to sixty (60) minutes, the sum of \$100. For lateness beyond the first 60 minutes of scheduled arrival, the DOHMH shall impose as liquidated damages the amount of \$100 for every hour or part thereof. These liquidated damages shall also apply for the lateness of any component of a DAILY UNIT that is missing as of the initial starting time in a day, such as each worker that is a required component of the DAILY UNIT.

If DOHMH property is lost or damaged as a result of the negligence of the Awardee in the performance of this contract or failure to comply with the provisions of this contract,

the Awardee shall make reparation equal to replacement cost at its own expense.

Liquidated damages, if assessed, shall be withheld from payment.

If property and /or equipment belongings to another City agency or department or any third party is damaged by the contractor, he/she shall be responsible for the repair of such damage. In furtherance of such obligation, the Awardee shall, at all times, maintain the insurance policies required and set forth in Article 7 (Insurance) of the body of the Agreement (**Section V to this IFB**) that forms a part of this IFB.

SECTION III - BID PROCEDURES AND REQUIREMENTS

ARTICLE 1: Status of Information

1.01 DOHMH shall not be bound by any oral or written information released prior to issuing the Invitation for Bids.

1.02 DOHMH shall not be bound by any oral or written representations, statements or explanations other than those made in this Invitation for Bids, in DOHMH written responses to bidder inquiries, or in a formal written addendum to this Invitation for Bids.

ARTICLE 2: Communication with DOHMH

2.01 From the date this Invitation for Bids is issued until the award of the contract, no contact with DOHMH personnel related to this solicitation is permitted, except as shall be authorized by the Authorized Agency Contact Person.

2.02 All inquiries regarding this solicitation shall be addressed in writing to the Authorized Agency Contact Person.

2.03 DOHMH shall respond to all inquiries in writing.

ARTICLE 3: Pre-Bid Conference

3.01 A bidder's failure to attend a mandatory pre-bid conference (when applicable) shall constitute grounds for rejection of the bid.

3.02 Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation for Bids unless a change is made by written amendment as otherwise provided herein.

3.03 Bidders are requested to notify the Agency Contact Person of the number of representatives from the firm that will attend the conference at least five City working days before the date of the conference.

ARTICLE 4: Addenda to the Invitation for Bids

4.01 Prior to the Bid Due Date, DOHMH shall issue such corrections or amendments to this Invitation for Bids, if any, that it deems necessary, in the form of written addenda.

4.02 Prior to submitting a proposal, the bidder must verify with the designated Agency Contact Person that all addenda have been received. It is the bidder's responsibility to ensure that it has received all addenda. Bidders shall acknowledge in writing the number of addenda received as part of their proposals (See Section IV).

ARTICLE 5: Site Visits

5.01 Where the Invitation for Bids involves performance of services in City facilities, all bidders are expected to inspect the sites where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no

event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after an award of the Contract.

5.02 Bidders are urged to confirm their attendance at site visits by contacting the Authorized Agency Contact Person, whose contact information is set forth on the face page of this IFB. The purpose of the site visits is to thoroughly inspect the loading docks or lack thereof, freight elevator situations and review permissible access & egress at the respective buildings. The site visits will be conducted for four days only Tuesday thru Friday with no exceptions on the dates stated above for Site Visits in Section I of this IFB. Vendors who are interested in the site visits must attend the four days that are provided. Since there are (18) sites a schedule will be made to visit (5) sites on Tuesday, (4) sites on Wednesday (5) sites on Thursday and (4) sites on Friday. After the site visits are completed in the (4) days specified no other sites visits will be made. .

ARTICLE 6: Form of Bid

6.01 Each bid must be submitted upon the prescribed form(s) and must contain all information required therein. Failure to submit all required documents with the bid will render the bid incomplete and non-responsive and will result in the disqualification of the bidder

6.02 No text.

6.03 The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in this Invitation for Bids. The bid envelope must be marked with name of the person, firm or corporation presenting the bid as well as with the bid opening date, bid number and bid title. The bid and all other documents requiring signatures must be signed and notarized.

6.04 Bid Bonds are not required with this bid.

6.05 The bid must be typewritten or computer-printed or written legibly in ink. Each alteration to the printed document must be initialed by the signer in blue ink.

6.06 Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested in the Invitation for Bids. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract. The City shall not be responsible for the safeguarding of any samples or descriptive literature submitted.

6.07 Faxed or e-mailed bids shall not be accepted.

6.08 A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the Bidder. The Bidder may be barred from participating in future City contracts and may also be subject to criminal prosecution.

6.09 The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn, as provided for below.

ARTICLE 7: Proprietary Information, Trade Secrets

7.01 A bidder shall identify those portions of its bid that it deems to be confidential, proprietary information or trade secrets, if any, and provide justification as to why such materials shall not be disclosed by the City. All materials the bidder desires to remain confidential shall be clearly indicated by stamping the top and bottom of the pages on which such information appears with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential portions of the bid.

7.02 All materials indicated as "Confidential" shall be reviewed by DOHMH and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

ARTICLE 8: Modification or Withdrawal of Bids, Late Bids

8.01 Bids may be modified or withdrawn by written notice received in the office designated for the delivery of bids in Section I before the time and date set for the bid opening.

8.02 Should a bid be withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

8.03 Any bid received, or request for withdrawal or modification received, after the time and date set for receipt of bids, is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

8.04 Except as provided for in paragraph 11.01 above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids, after which a bidder may withdraw its bid only in writing and in advance of an actual contract award.

8.05 If within sixty (60) days after the registration of the contract by the Comptroller, the Agency fails to fix the date for commencement of work by written notice to the bidder, the bidder may request, by written notice to the Commissioner, to be relieved of its obligation to perform the work called for. If such request is made, the bidder waives all claims in connection with this contract.

ARTICLE 9: Mistakes in Bids

9.01 A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in this Article 9 below.

9.02 In accordance with Section 3-02(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before an award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer and Agency Counsel if the following conditions are met:

- a. Minor Informalities: Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or

corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer (as defined in the PPB Rules of the City of New York) may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City.

- b. Mistakes Where Intended Correct Bid is Evident: If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.
- c. Mistakes Where Intended Correct Bid is Not Evident: Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the contracting officer makes the following determination, which shall be approved by the ACCO:
 - i the mistake was known or made known to the agency prior to supplier selection or within three days after the opening of the bid, whichever period is shorter;
 - ii the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 - iii the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
 - iv the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - v it is possible to place the City in the same condition that had existed prior to the receipt of the bid.
- d. Mistakes Discovered After Award: Mistakes shall not be corrected after an award of the contract except where the City Chief Procurement Officer subject to the approval of Corporation Counsel makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

ARTICLE 10: Bid Evaluation and Award

10.01 This contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and whose bid price is either the lowest responsive and responsible bid price or, if the Invitation for Bids so states, the lowest responsive and responsible evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bid. The City reserves its right not to award any contract as a result of this IFB.

10.02 In accordance with Section 3-02 (o)(2) of the Procurement Policy Board Rules, negotiations with the lowest bidder who is also responsive and responsible, shall be allowed to take place in those circumstances in which such negotiations result in terms which are more favorable to the City.

10.03 Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation for Bids if that bid is not also the most favorable bid.

10.04 When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation for Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- a. Award to a certified New York City small minority or woman owned business entity bidder; then
- b. Award to a New York City bidder; then
- c. Award to a certified New York State small, minority or woman owned business bidder; then
- d. Award to a New York State bidder.
- e. Should two or more bidders remain equally eligible after application of this section, award shall be made by drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

10.05 The Agency may reject a bid if the bidder is determined to be not responsible or non-responsive pursuant to the Procurement Policy Board Rules. The bidder has the right to appeal a determination of non responsiveness or non responsibility and has the right to protest a solicitation and award, pursuant to Sections 2-08 and 2-10 respectively, of the Procurement Policy Board Rules.

10.06 The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to re-solicit bids in accordance with the Procurement Policy Board Rules or by other method authorized by such rules.

ARTICLE 11: Unit Price Contracts

11.01 Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, and including any lump sum bids on individual items, in accordance with the Estimate of Quantities set forth in the Bid Form.

11.02 Variations from Estimates: Bidders are warned that the Estimate of Quantities of the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not being considered a part of this Contract. Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. If during the progress of the work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Agency of such anticipated overruns. The Contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimated quantities in the bid schedule without written authorization from the Agency.

11.03 The Contractor will be paid at the unit price bid for quantities up to one hundred twenty five (125) percent of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred twenty five (125) percent of the estimate, the City reserves the right and the Contractor agrees to renegotiate the unit price bid to a new unit price for such quantities. If the City and Contractor cannot agree to a new price then the City, if it requires additional units of the item, shall order the Contractor and the Contractor agrees to perform the additional work on a time and material basis for the actual and reasonable cost as determined by the Agreement but in no event at a cost exceeding the bid price.

ARTICLE 12: Failure to Execute Contract

12.01 The successful bidder must execute the contract and furnish required security and insurance(s) within ten (10) days after notice of the contract award has been given by the City. Should the successful bidder fail to do so, the bidder's deposit, if any, or so much as shall be applicable to the award made, may be retained by the City and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between its bid price and the price for which the contract is subsequently re-let, including the cost of such re-letting and less the amount of the original deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon the accepted bid.

12.02 Should the bidder's failure to comply with Section 12.01 above cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder shall also be liable to the City for the amount of actual funding withdrawn by such agency on this project less the amount of the forfeited deposit.

ARTICLE 13: Vendor Requirements

13.01 Financial Qualifications

- a. In addition to the experience questionnaire required to be submitted with the bid, after the opening of bids, if directed by the Commissioner, the bidder may also be required to submit a sworn statement setting forth such information as the Commissioner may require including but not limited to information regarding his financial condition, present and proposed plant and equipment, personnel and qualifications of his organization, prior experience, performance record.
- b. DOHMH may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status, responsibility, and capability to perform the contract.
- c. If the bidder fails or refuses to supply any of the documents or information set forth above, or fails to comply with any of the DOHMH requirements, DOHMH may reject the bid.
- d. When directed by DOHMH, the bidder or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the DOHMH in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. If required by the ACCO, each person so examined must sign and verify a stenographic transcript of such examination, noting thereon such corrections therein as such person may desire to make.

13.02 VENDEX Questionnaires:

- a. Pursuant to the New York City Administrative Code Section 6-116.2 and Section 2.08 of the Rules of the Procurement Policy Board, bidders may be obligated to submit completed VENDEX questionnaires with this bid. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, VENDEX questionnaires must be completed. Any questions concerning this requirement must be submitted to the Authorized Agency Contact Person. Bidders will be required to submit the completed reports to DOHMH within 10 days of notice.
- b. Bidders are requested to submit completed VENDEX Questionnaires (www.nyc.gov/Vendex) with the bid. Failure to submit the required forms shall not be grounds for a determination that the vendor is non-responsive.
- c. The same requirements apply to all subcontractors.

13.03 Employment report:

- a. In accordance with Executive Order No. 50 (1980), the filing of a completed Employment Report (ER) is required to do business with the City of New York if the contract value exceeds \$100,000, and if your firm employs 50 or more people. If your

company or any of its facilities performing on the contract have fewer than 50 employees, although the contract value exceeds \$100,000, you need only submit a "Less Than 50 Employees Certificate." You will be required to submit the completed Employment report to the Agency within 10 days of notice.

- b. Bidders are requested to submit completed Department of Labor Services Employment Report (<http://www.nyc.gov/html/sbs/html/procurement/dls.shtml>) with the bid. Failure to submit the required forms shall not be grounds for a determination that the vendor is non-responsive.
- c. The same requirements apply to all subcontractors.

13.04 Americans with Disability Act: This Invitation to Bid is subject to Title II of the Americans with Disabilities Act of 1990 (AADA) and regulations promulgated pursuant thereto which prohibits discrimination against individuals with a disability, as defined in the ADA, by a public entity in providing services, programs or activities to the public.

13.05 Affirmative Action & Equal Employment Opportunity: This Invitation for Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

13.06 Tropical hardwoods: Tropical hardwoods as defined in Section 167 b of the State Finance Law shall not be utilized in the performance of this contract except as expressly permitted by the foregoing provision of law.

13.07 Sub-Contractors

- a. Documents given to a sub-contractor for the purpose of soliciting the sub-contractor's bid shall include either a copy of the bid cover or a separate information sheet setting forth the project name, the contract number (if available), the contracting agency, and the project's location.
- b. If a bidder is awarded the contract and intends to use one or more sub-contractors in the performance of this contract, the bidder must obtain approval from the Department for each sub-contractor. When the bidder proposes to use one or more sub-contractors, it shall provide to the Department the name(s) of such sub-contractor(s), including a statement of work to be assigned to each sub-contractor, all relevant licenses and permits required by any governmental agency, and any other information requested by the Department.
- c. Subcontractors must comply with the submission requirements for the VENDEX Questionnaires and Employment Report.

13.08 Comptroller's Certificate: This contract shall not be binding or of any force unless the Comptroller of the City shall endorse hereon his certificate that there remains unexpended and unapplied, as provided in Section 6-101 of the Administrative Code of the City of New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this contract as certified by the officer making the same. This contract shall continue in force only after annual appropriation of funds by the City of New York and Certification as herein above set forth.

13.09 Prompt Payment: The Prompt Payment provisions set forth in Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under a contract resulting from this solicitation. The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Municipal Law 3 A.

13.10 Procurement Policy Board Rules: This Invitation for Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation for Bids, the Rules shall take precedence.

[NO FURTHER TEXT ON THIS PAGE]

SECTION IV: BID PACKAGE

Instructions for submitting a bid

This package contains the following forms that must be completed and returned with the bid:

COVER SHEET/CHECKLIST

ITEM 1. Bidder Representations

ITEM 2. Bid Sheet

This form must be completed and signed by an authorized person representing the bidder, the corporate seal must be affixed, and the form must be notarized

ITEM 3. Acknowledgement of Addenda

This form must be completed and signed by an authorized person representing the bidder

ITEM 4. Experience Questionnaire

This form must be completed and signed by an authorized person representing the bidder and the form must be notarized

The following two items, supplied by the Bidder, must also be included with the Bid Submission

ITEM 5. Insurance Certificates

See Article 7 of the Agreement for Insurance Requirements for this bid

ITEM 6. Audited Financial Statement

Most recent audited financial statement or, if not available, an equivalent financial statement reasonably indicating the financial stability of the vendor.

The following items must be completed and returned within 10 days of notice by DOHMH of the winning Bidder

ITEM 7. VENDEX Questionnaires

Required for bids exceeding \$100,000

ITEM 8. Employment Report

Required for bids exceeding \$100,000

Do not return Sections I, II, or III of this Invitation for Bids.

Do not return the attached Agreement with the Bid Submission

Upon award of this contract, DOHMH will send the entire Bid/Agreement to the winning Bidder for execution. It will contain this entire Bid Package as part of the contract.

THE CITY OF NEW YORK
Department of Health and Mental Hygiene
Bid Submission for:
MOVERS
PIN 11BS097100R0X00

Cover Sheet / Checklist

Name of Bidder: _____

Date Submitted: _____ 2011

ITEM 1.	Bidder Representations	[]
ITEM 2.	Bid Sheet	[]
ITEM 3.	Acknowledgement of Addenda	[]
ITEM 4.	Experience Questionnaire	[]
ITEM 5.	Insurance Certificates	[]
ITEM 6.	Audited Financial Statement	[]

ITEM 1 - Bidder Representations p.1

Name of Bidder:

Place of Business:

Telephone #: _____

Fax #: _____

E-mail address: _____

Tax ID #: _____

Date of Bid: _____

Bidder is: Individual ()

Partnership ()

Corporation ()

A) If Bidder is Individual

Home address of Bidder:

If Bidder is Partnership

Name and Home Addresses of Partners:

Bidder Representations

If Bidder is Corporation

Organized under the Laws of the State of:

Name and home address of President:

Name and home address of Secretary:

Name and home address of Treasurer:

The above-named Bidder affirms and declares:

1. The several matters stated and information furnished herein is in all aspects true
 2. The said Bidder is of lawful age and the only one interested in this bid, and that no person, firm, or corporation other than herein before named has any interest in this bid, or in the contract proposed to be taken
 3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor or potential competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
 4. That no councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits.
 5. That said bidder is not in arrears to the City of New York upon debt, taxes or contract, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except
-
-

6. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to such bidder, the bidder and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non discrimination provisions of Sect. 220a of the NYS Labor Law as more expressly and in detail set forth in the contract form; (2) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective date, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. Compliance Report: The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that their attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that they will comply with the provisions of Executive Order No. 50. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that they will comply with the provision of this contract in providing records, Chapter 8.
8. By submission of this bid, bidder certifies that it now has, and will continue to have, the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefore, the bidder will submit written verification of such financial capability in a form that is acceptable to the Department.
9. That said bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all of its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract and for the prices set forth in the bid sheet.
10. That the party signing the Bid Sheet is duly authorized to sign this agreement on behalf of the Contractor.

ITEM 2: BID SHEETS

NOTICE TO ALL BIDDERS: FAILURE TO COMPLETE THIS SECTION IN DETAIL SHALL RESULT IN REJECTION OF YOUR BID.

The undersigned agrees, if this bid is accepted, that it will, within 10 days of receipt of notice of award, submit executed copies of insurance policies as may be required, execute the Agreement set forth in this Invitation for Bid, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this Bid AT THE UNIT AND OTHER PRICES SET FORTH BELOW.

This contract does not obligate the Department of Health and Mental Hygiene to issue a required number of work assignments for any or all of the types of work assignments. The unit prices bid will apply regardless of the number of the number of work assignments during the term of the contract.

The prices submitted by the Bidder shall include, but not be limited to, all costs for materials, labor, tools, equipment, traveling, trucking, necessary insurances, permits, fees and filings, overhead and profit. The Contractor shall bid an hourly rate for each of the four stages described in the scope.

PLEASE NOTE WELL: This is a requirements contract and is intended to cover, during the term of this Contract, the requirements of DOHMH. The quantities listed are estimated usage and DOHMH may use more, less or none of the quantities listed.

Escalation Clause: After award, prices may be subject to change, either as an increase or decrease. These price increases or decreases are predicated upon a Union, N.Y. State Law, Section 230 of Building service employees.

DOHMH reserves the right to add other locations requiring moving services at any time during the period of this Contract.

WAGE RATES:

Pursuant to Sections 220 and 230 of the New York State Labor Law, the Comptroller of the City of New York has promulgated schedules of prevailing wages and supplemental benefits. These wages and benefits have been established solely for laborers, workmen, and mechanics engaged by private contractors to perform public work contracts. The wages to be paid and the benefits to be provided are those which prevail when the work is performed. A copy of the current relevant wage rates is attached as Appendix D.

If the prevailing wage and/or benefit amount promulgated by the Comptroller in accordance with Section 230 of the New York State Labor Law shall be increased for any of the classifications of employees to be utilized in the performance of moving services hereunder during the term of this contract, the rate bid by the contractor shall be deemed increased by like amount and the obligations to pay such compensation and afford such benefits to the persons performing such services, either as employees of the contractor or of any approved subcontractor, will likewise be deemed to have increased in commensurate amounts.

Compliance with all provisions of the New York Labor Law is mandatory under this contract. The appropriate job title(s) as defined in labor Law Sections 220 and 230, Prevailing Wage Schedules, shall be used throughout the term of this contract. Certified payroll reports shall be provided with each partial payment request to verify that the appropriate job title(s) are being used and that the provisions of the labor Law, as to the hours of employment, rates, and supplemental benefits are being observed. The job title required user this contract includes, but is not limited to: Awardee.

(NOTE WELL: COMPLETE AT LEAST ONE OF THE FOLLOWING PRICE SHEETS)

[NO FURTHER TEXT ON THIS PAGE]

OPTION 1 BID SHEET
GOTHAM CENTER - DOHMH

<u>Description</u>	<u>Rate</u>	<u>No. of Hrs/ Quantity</u>	<u>Extension</u>	<u>Totals</u>
1(a) Van (including all materials)	\$ _____	x8	\$ _____	
1(b) Furniture Mover - Driver (Industry A or B)	\$ _____	x8	\$ _____	
1(c) Furniture Mover - Helper (Industry A or B)	\$ _____	x16	\$ _____	
1(d) Crew Supervisor	\$ _____	x8	\$ _____	
Subtotal			\$ _____	
1. TOTAL DAILY UNITS (subtotal x 600)		x	\$ _____	= \$ _____
<u>Regular Time Hours</u>				
2. Field Operations Supervisor as specified in the scope of Work	\$ _____	x400	\$ _____	
3. Extra Furniture Mover - Driver (Industry A or B)	\$ _____	x400	\$ _____	
4. Extra Furniture Mover - Helper (Industry A or B)	\$ _____	x400	\$ _____	
5. Extra Crew Supervisor	\$ _____	x400	\$ _____	
Subtotal			\$ _____ =	\$ _____
<u>Overtime Hours</u>				
6. Prevailing wage overtime/Saturday/Sunday/Holiday Allowance			\$200,000.00	
Subtotal			<u>\$200,000.00</u> =	<u>\$200,000.00</u>

<u>Description</u>	<u>Rate</u>	<u>Quantity/Hrs</u>	<u>Extension</u>	<u>Totals</u>
<u>Other Supplies</u>				
7. Reusable Bins – a plastic, stackable crate/bin with a snap close, interlock able retractable lid approximately 25” x 17” x 14” * Example (Rentacrate, Tyga-Box, or approved equal)				
o Plastic Crates/Bins	\$ _____	x 7200 Bins	\$ _____	
o Dollies	\$ _____	x 1800 Dollies	\$ _____	
o				
8. Computer Carts, including component bag, bubble wrap and blank protection (45”x24”x55”), or approved equal	\$ _____	x100Carts	\$ _____	
9. Air Ride trailer or equivalent for moving Electronic Equipment (includes tractor)	\$ _____	x100hrs	\$ _____	
10. Bin/Container Labels (per label)	\$ _____	35000 labels	\$ _____	
11. Placard (per placard)	\$ _____	500 placards	\$ _____	
12. Allowance for Sub-Contracting to Riggers, Machinery Movers, or specialty vehicles, or equivalent				\$25,000.00
13. Allowance for Elevator Fees				\$10,000.00
14. Additional Bubble wrap (24” x 125’ roll)	\$ _____	250 rolls	\$ _____	
15. Cardboard Moving Boxes (48”x24”x30”), or approved equal	\$ _____	50 boxes	\$ _____	
16. Double sided Library/ File Cart (38”x24”x62”), or approved equal	\$ _____	100 carts	\$ _____	
17. Allowance for specialty cardboard boxes, or equivalent				\$ 2,500.00
Subtotal			\$ _____ =	\$

* The crate/bin and dolly rates bid above assume retention of each crate/bin and dolly by DOHMH for an eight week period. If the crate/bin and/or dolly is retained after the eight weeks, a rate of 1/8 of the eight week rate bid above will be paid to the Contractor for each additional week, or part thereof, that the crate and/or dolly is retained by DOHMH.

OPTION 1 – Bid Sheet Cont’d

TOTAL BID COST

\$

TOTAL AWARD – Items 1-17 (state price in figures):

\$

TOTAL AWARD_____
(State price in words)

NAME OF FIELD OPERATIONS SUPERVISOR: _____
(Print Name)

NOTE WELL: BIDDER MUST ATTACH RESUME OF ITS FIELD OPERATIONS SUPERVISOR NAMED ABOVE

OPTION 2 BID SHEET

OTHER MOVING SERVICES - RESTACK/DEMobilIZATION/CONSOLIDATION

<u>Description</u>	<u>Rate</u>	<u>No. of Hrs/ Quantity</u>	<u>Extension</u>	<u>Totals</u>
1(a) Van (including all materials)	\$_____	x8	\$_____	
1(b) Furniture Mover - Driver (Industry A or B)	\$_____	x8	\$_____	
1(c) Furniture Mover - Helper (Industry A or B)	\$_____	x16	\$_____	
1(d) Crew Supervisor	\$_____	x8	\$_____	
Subtotal			\$_____	
1. TOTAL DAILY UNITS (subtotal x 1800)				
		1800	x	\$_____ = \$_____
<u>Regular Time Hours</u>				
2. Field Operations Supervisor as specified in the scope of Work	\$_____	x400	\$_____	
3. Extra Furniture Mover - Driver (Industry A or B)	\$_____	x200	\$_____	
4. Extra Furniture Mover - Helper (Industry A or B)	\$_____	x200	\$_____	
5. Extra Crew Supervisor	\$_____	x200	\$_____	
Subtotal			\$_____	= \$_____
<u>Overtime Hours</u>				
6. Prevailing wage overtime/Saturday/Sunday/Holiday Allowance				\$200,000.00
Subtotal			<u>\$200,000.00</u> =	<u>\$200,000.00</u>

OPTION 2 – Bid Sheet Cont’d

<u>Description</u>	<u>Rate</u>	<u>Quantity</u>	<u>Extension</u>	<u>Totals</u>
<u>Other Supplies</u>				
7. Reusable Bins – a plastic, stackable bin/crate with a snap close, interlock able retractable lid approximately 25” x 17” x 14”* Example (Rentacrate, Tyga-Box, or approved equal)				
o Plastic Bins/Crates	\$ _____	x 2400 Bins	\$ _____	
o Dollies	\$ _____	x 600 Dollies	\$ _____	
8. Computer Carts, including component bag, bubble wrap and blank protection (45”x24”x55”), or approved equal	\$ _____	250 Carts	\$ _____	
9. Air Ride trailer or equivalent for moving Electronic Equipment (includes tractor)	\$ _____	x100 hrs	\$ _____	
10. Bin/Container Labels (per label)	\$ _____	12000 labels	\$ _____	
11. Placard (per placard)	\$ _____	250 placards	\$ _____	
12. Allowance for Sub-Contracting to Riggers, Machinery Movers, or specialty vehicles, or equivalent				\$25,000.00
13. Allowance for Elevator Fees				\$10,000.00
14. Additional Bubble wrap (24” x 125’ roll)	\$ _____	250 rolls	\$ _____	
15. Cardboard Moving Boxes (48”x24”x30”), or approved equal	\$ _____	200 boxes	\$ _____	
16. Double sided Library/ File Cart (38”x24”x62”), or approved equal	\$ _____	20 carts	\$ _____	

* The crate/bin and dolly rates bid above assume retention of each crate/bin and dolly by DOHMH for an eight week period. If the crate/bin and/or dolly is retained after the eight week period, a rate of 1/8 of the eight week rate bid above will be paid to the Contractor for each additional week, or part thereof, that the crate and/or dolly is retained by DOHMH.

OPTION 2 – Bid Sheet Cont’d

17. Allowance for specialty cardboard boxes, or equivalent

\$ 5,000.00

TOTAL BID COST Subtotal

\$ _____ =

\$
\$

TOTAL AWARD – Items 1-17 (state price in figures): \$ _____

TOTAL AWARD _____
(State price in words)

NAME OF FIELD OPERATIONS SUPERVISOR: _____
(Print Name)

NOTE WELL: BIDDER MUST ATTACH RESUME OF ITS FIELD OPERATIONS SUPERVISOR NAMED ABOVE

In the case of any discrepancy between the price in words and that in figures, the lowest price will be considered the bid price.

The undersigned, in submitting this bid, expressly states and represents that it is made in good faith, and that calculations were made on reasonable estimates. The undersigned hereby certifies to the truth and accuracy of all figures and answers contained herein, and authorizes the Department to make any necessary examination of the books of account, records and vouchers of the bidder or other investigation to determine its responsibility.

Bidder: _____
(Insert Full Legal Name of Company)

By: _____
(Signature of Person Authorized To Sign the Bid)

Attest: _____
(Secretary of Corporate Bidder)

(CORPORATE SEAL)

TO BE NOTARIZED:

Sworn to before me this ____ day
of _____, 2011

(Notary Public or Commissioner of Deeds)

ITEM 3: Acknowledgement of Addenda

Complete Part I or Part II, whichever is applicable:

PART I: Listed below are the dates of issue for each Addendum received in connection with this Invitation for Bids:

ADDENDUM #1 Dated _____, 20____
ADDENDUM #2 Dated _____, 20____
ADDENDUM #3 Dated _____, 20____
ADDENDUM #4 Dated _____, 20____
ADDENDUM #5 Dated _____, 20____
ADDENDUM #6 Dated _____, 20____

PART II: No Addendum was received in connection with this Invitation for Bids

Dated: _____, 20____

BIDDER (NAME): _____

BIDDER (SIGNATURE): _____

ITEM 4: Experience Questionnaire

Bidders Name _____

Telephone No: _____ Federal Tax Identification No: _____

Fax No. _____ E-Mail Address: _____

Submitted by Corporation () Partnership () Individual ()

Date: _____, 20____

Address of Principal Office:

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years experience in work relevant to this bid has your organization had?

(a) As a Prime Contractor Type of work: _____

(b) As a Subcontractor Type of work: _____

2. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

3. Have you or any organization of which you have been a partner or officer ever been declared in default by any City, State or Federal Agency? YES () NO ()

(If YES, give details) _____

-
4. Have you or any member of an organization of which you have been a member, partner, director or officer when called before a Grand Jury to testify, refused to sign a Waiver of Immunity or answer and relevant questions or have been indicted for any reason whatsoever? YES () NO ()

(If YES, give details)_____

5. Names of corporations or companies that you have ever been connected with other than the above as a member, partner, director or officer.

6. Have you ever appeared before the Board of Responsibility of the City of New York?

YES () NO ()

(If YES, give details)_____

7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a city contract or other governmental contract?

YES () NO ()

If YES, state the name of individual, other organization and reason therefore.

8. Has any officer or partner of your organization ever failed to complete a city or other governmental contract handled in his own name?

YES () NO ()

If YES, state name of individual, name of Owner and reason therefor. _____

9. In what other business are you financially interested?

10. For what organizations have you performed the type of work called for under this Invitation for Bids and to whom do you refer?

13. For what Cities, Counties, or States have you performed the type of work called for under this Invitation for Bids and to whom do you refer (include bureaus and / or departments)?

14. Have you ever performed any of the work called for under this contract for the U.S. Government?

YES () NO ()

If YES, state when and state contract reference number and the name and telephone number of the government contract administrator for such federal contract:

15. Have you filed Performance Record Reports with the Bureau of Contract Information? Inc. Washington, D.C. YES () NO ()

If YES, give date: _____

16. What similar contracts has your organization had within the last five years?

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Scheduled Completion Date _____ Actual Completion Date: _____

If not completed by original scheduled completion date, give reasons therefore:

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Scheduled Completion Date _____ Actual Completion Date: _____

If not completed by original scheduled completion date, give reasons therefore:

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Scheduled Completion Date _____ Actual Completion Date: _____

If not completed by original scheduled completion date, give reasons therefore:

17. What projects does your organization currently have under contract?

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Contract time: _____ Pct of Contract Time elapsed as of this date: _____

% Work completed as of this date: _____

If Percent of elapsed time excess of work completed, give reasons therefore:

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Contract time: _____ Pct of Contract Time elapsed as of this date: _____

% Work completed as of this date: _____

If Percent of elapsed time excess of work completed, give reasons therefore:

SECTION V
AGREEMENT

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

AGREEMENT dated the ____ day of _____, 2011 between the CITY OF NEW YORK ("CITY") acting through the City Department of Health and Mental Hygiene ("Department" or "DOHMH") having its principal office located at 125 Worth Street, New York, New York 10013 and _____, ("Contractor"), a _____, having its principal office located at _____.

WITNESSETH:

That the parties hereto, in consideration of the mutual promises herein contained, agree as follows:

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

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

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

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

B. “Agreement” shall mean the various documents included in this IFB, including this Agreement, that constitute the contract between the Contractor and the City.

C. “City” shall mean The City of New York.

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

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

F. “Comptroller” shall mean the Comptroller of the City of New York.

G. “Contractor” shall mean the entity entering into this Agreement with the Department.

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

I. “Department” or “Agency” shall mean the City agency that has entered into this Agreement.

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

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

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

M. “State” shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

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

Section 2.02 Conflicts of Interest

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

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

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

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor's employees may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars (\$1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

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

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

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

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

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of

new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars (\$50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

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

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

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at

the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

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

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

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

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

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

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

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Agreement and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

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

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

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

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

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

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its

employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum

wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

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

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

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

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

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

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

Section 4.06 Non-Discrimination: Admin. Code § 6-108

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

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies

pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

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

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

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

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

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

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

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding,

written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

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

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

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

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

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

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a

subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

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

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Agreement, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a

City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of

accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

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

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will

instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and

components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery,

including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Department, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

C. The Contractor shall ensure that each subcontractor adds the City, together with its officials and employees, as an Additional Insured under all Commercial General Liability Insurance policies obtained by a subcontractor covering work performed by such subcontractor under this Agreement with coverage at least as broad as the most recently issued ISO Form CG 20 26.

Section 7.03 Cargo Transit Floater Insurance

The Contractor shall maintain and submit evidence of Cargo Transit Floater Insurance covering loss or damage to property being transported (cargo liability insurance) in the amount of at least \$50,000 on any one vehicle for one accident and for loss or damage to, or aggregate of losses occurring at any one time or place in the amount of not less than \$100,000.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as ISO Form CA0001, ed. 10/01.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may

lawfully issue the required policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City’s limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

F. All insurance policies required pursuant to Sections 7.02 and 7.03 shall contain the following endorsement: “This policy may not be cancelled, terminated, modified or changed for any reason other than non-payment unless thirty (30) Days prior written notice is sent by the Insurance Company to the Named Insured, the Commissioner [insert Agency], and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. For non-payment, at least ten (10) Days written notice must be provided.”

Section 7.08 Proof of Insurance

A. For Workers’ Compensation Insurance, Disability Benefits Insurance, and Employer’s Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers’ compensation coverage.

1. C-105.2 Certificate of Workers’ Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers’ Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers’ Compensation Board; or

5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Agreement or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

Section 7.09 Miscellaneous

A. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability Insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) Days after such event. Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged, or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets,

trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs

resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement

beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this

Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages

assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head

may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the

Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with

the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In

an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS**Section 13.01 PPB Rules**

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily

administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter

registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word “Contractor” shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor’s or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter §

1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter “pamphlet”), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Agreement.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate.

**THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

By: _____
Patricia A. Thomas
Agency Chief Contracting Officer

CONTRACTOR:

(Print full legal name of Contractor)

By: _____
(Partner, Member of Firm or Officer of Corporation)

(Place Seal Here)

Approved as to Form

Certified as to Legal Authority:

Acting Corporation Counsel

Date: _____

ACKNOWLEDGMENT BY COMMISSIONER

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this _____ day of _____, 20____ before me personally came **PATRICIA A. THOMAS**, to me known and known to me to be the **Agency Chief Contracting Officer** of the Department of Health and Mental Hygiene of the City of New York, the person described in whom, as such Commissioner, executed the foregoing agreement, and he duly acknowledged to me that he executed the same on behalf of the City of New York and the Department of Health and Mental Hygiene for the purpose herein mentioned.

=====

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this _____ day of _____ 20____ before me personally came
_____, who being by me duly sworn, did depose and say that (s)he resides in the
City of _____; that (s)he is the _____ of the corporation described in and which
executed the foregoing instrument; that (s)he knows the seal of said Corporation; that the seal affixed to the said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and
that (s)he signed his/her name thereto by like order for the purposes therein mentioned.

=====

Notary Public or Commissioner of Deeds

CERTIFICATION BY BROKER

[Pursuant to Article Seven of the Agreement portion of this IFB, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201__

NOTARY PUBLIC

APPENDIX A

AFFIRMATION

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

Full name of Proposer or Bidder *[below]*

Address

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- ☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

- ☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

- ☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By: _____
(Signature)

(Title)

If a corporation place seal here
Must be signed by an officer or duly authorized representative.

Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

Tax Affirmation

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

Full name of proposer or bidder: _____

Address: _____

City _____ State _____ Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

() A Individual or Sole Proprietorship SS# _____

() B Partnership, Joint Venture or
other unincorporated organization EIN# _____

() C Corporation EIN# _____

By: _____
Signature Title

If a corporation, place seal here: _____
Date

Must be signed by an officer or duly authorized representative.

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

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this _____ day of _____ 20 _____ before me personally came _____, who being by me duly sworn, did depose and say that (s)he resides in the City of _____; that (s)he is the _____ of the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order for the purposes therein mentioned.

=====

Notary Public or Commissioner of Deeds



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Thomas Farley, M.D., M.P.H.
Commissioner

APPENDIX B: Local Law 35 Certification

COMMISSIONER CERTIFICATION

INVITATION FOR BID AND AGREEMENT FOR MOVING SERVICES

PIN: 11BS097100R0X00

Pursuant to the Charter of the City of New York, Section 312, subsection 2, a. 1, I hereby certify that this procurement will not result in the displacement of any city employee.

Patricia A. Thomas, Agency Chief Contracting Officer

APPENDIX C:
DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER FORM



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

Mail to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007
- Attention: EFT, or **Fax to:** EFT at 212-669-4656.

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER: (AS IT APPEARS ON W-9 FORM)		
2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):		
3. VENDOR'S PRIMARY ADDRESS:		
4. VENDOR'S EMAIL ADDRESS:		
5. CONTACT PERSON NAME:	CONTACT PERSON TELEPHONE NUMBER:	

1. BANK ACCOUNT NUMBER:		2. ACCOUNT NAME:	
3. BANK NAME :			
4. BANK BRANCH ADDRESS:			
5. ROUTING TRANSIT NUMBER: (LOCATED AT THE BOTTOM OF YOUR CHECK)		6. ACCOUNT TYPE: (CHECK ONE)	
<div style="border: 1px solid black; width: 150px; height: 20px; margin: 0 auto;"></div>		<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:		TELEPHONE NUMBER:	

VENDOR SIGNATURE **PRINT NAME** **DATE**

TREA-0913 Rev. 03/17/07

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

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT, or Fax to: EFT at 212-669-4656.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's E-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account: (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.

APPENDIX D
§220 and §230 PREVAILING WAGE SCHEDULES
(Wage Rate Schedule Excerpts Separately are Separately Attached)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

PUBLISH DATE: 7/1/2010 EFFECTIVE PERIOD: JULY 1, 2010 THROUGH JUNE 30, 2011

Pursuant to Labor Law §220 (3) the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4437, Monday through Friday between the hours of 9 a.m. and 5 p.m. Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-4437. Please direct all other compliance issues to:

Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Trainees, Assistants and Helpers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not

be substituted for apprentices and must be paid as journey persons.

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule. Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

Covered Workers: Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

Supplemental Benefits: Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at

<http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's prenegotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Wasył Kinach, P.E.
Director of Classifications

Bureau of Labor Law

NOTE: Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

* * *

**THE FOLLOWING EXCERPTS FROM THE \$220 PREVAILING WAGE SCHEDULE ARE
INCLUDED HERE FOR THE CONVENIENCE OF THE BIDDERS.
BIDDERS ARE URGED TO CONSULT THE COMPTROLLER'S WEB SITE
FOR THE ENTIRE SCHEDULE AT:**

http://www.comptroller.nyc.gov/bureaus/bl/2011_pdf_files/220-2010-2011-FINAL.pdf

DRIVER: TRUCK (TEAMSTER)

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$37.03**

Supplemental Benefit Rate per Hour: **\$34.36**

Note: For time and one half overtime Wage Rate - \$53.30; for double time overtime Wage Rate - \$71.06

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$36.53**

Supplemental Benefit Rate per Hour: **\$34.36**

Note: For time and one half overtime Wage Rate - \$54.15; for double time overtime Wage Rate - \$72.20

Driver - Boom Truck

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$36.78**

Supplemental Benefit Rate per Hour: **\$34.36**

Note: For time and one half overtime Wage Rate - \$54.15; for double time overtime Wage Rate - \$72.20

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day
Columbus Day
Veteran's Day
Day after Thanksgiving
Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day
Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

PUBLISH DATE: 7/1/2010 EFFECTIVE PERIOD: JULY 1, 2010 THROUGH JUNE 30, 2011

**This schedule of prevailing wages and supplemental fringe benefits must be posted at the public work site as required by New York State Labor Law § 231 (6).
LABOR LAW § 230 BUILDING SERVICE EMPLOYEES**

In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4); however, only rates for trades anticipated by the contracting agency to be required on the work need be annexed to the contract.

Pursuant to §231 (4), contracting agencies that anticipate doing work that may require building service trades or classifications not included in this schedule must request the Comptroller to establish a proper classification and wage determination for the work. Contractors using trades and/or classifications for which the Comptroller has not promulgated wages and benefits do so at their own risk. Labor Law § 231 (6) requires contractors to post on the site of the work a current copy of this schedule of wages and supplements. This schedule is applicable to work performed during the effective period, unless otherwise noted.

Changes to this schedule are published on our web site:

www.comptroller.nyc.gov.

Contractors must pay the wages and supplements in effect when the building service employee performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site

www.comptroller.nyc.gov.

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification. Employers may pay cash supplements; however, cash payments made in lieu of providing bona fide benefits is considered income to

the employee. Employers providing bona fide benefits are credited for the cost of such benefits up to the prevailing benefits rate for the trade at issue. Employers may combine cash supplements with in-kind supplements to meet the prevailing rate minimum.

Contractors are advised to review the applicable Comptroller's Prevailing Wage Schedule before bidding on public work. Any Prevailing Wage Rate error made by the Contracting Agency, whether in a contract document or other communication, will not preclude a finding against the contractor of prevailing-wage violation. Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-4437. Please direct all other compliance issues to;

Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller
1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.
Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

NOTE: Benefits are paid for *EACH HOUR WORKED* unless otherwise noted

* * *

THE FOLLOWING EXCERPTS FROM THE \$220 PREVAILING WAGE SCHEDULE ARE
INCLUDED HERE FOR THE CONVENIENCE OF THE BIDDERS.
BIDDERS ARE URGED TO CONSULT THE COMPTROLLER'S WEB SITE
FOR THE ENTIRE SCHEDULE AT:

http://www.comptroller.nyc.gov/bureaus/bl/2011_pdf_files/230-2010-2011-FINAL.pdf

MOVER

Furniture Mover - Driver (Industry A)

Hired before May 1, 2005

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$24.35**

Supplemental Benefit Rate per Hour: **\$14.55**

Furniture Mover - Driver (Industry B)

Hired on or after May 1, 2005

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$19.48**

Supplemental Benefit Rate per Hour: \$13.55

Furniture Mover - Helper (Industry A)

Hired before May 1, 2005

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$21.35**

Supplemental Benefit Rate per Hour: **\$14.55**

Furniture Mover - Helper (Industry B)

Hired on or after May 1, 2005

Effective Period: 7/1/2010 - 6/30/2011

Wage Rate per Hour: **\$17.08**

Supplemental Benefit Rate per Hour: **\$13.55**

Overtime Description

Paid Holidays: Workers with more than five years are paid for the following Holidays: New Year's Day, Memorial Day, Independence's Day, Labor Day, Thanksgiving Day, Christmas Day. Workers who have worked three days during the calendar week in which a Holiday occurs are paid for the following Holidays: Martin Luther King Jr. Day, Washington's Birthday, Good Friday, Veteran's Day, Day after Thanksgiving.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday.

Vacation

2nd Year of service 2 weeks

8th Year of service 3 weeks

15th Year of service 4 weeks

(Local #814)

APPENDIX E: Payroll Report

APPENDIX F: DOING BUSINESS DATA FORM



The City of New York
Mayor's Office of Contract Services
Doing Business Accountability Project

Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- ☐ 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 applicant has no such officer or its equivalent, please check the "Position does not exist" box. If the applicant is filing a Change Data Form and the person listed is replacing someone who was previously disclosed, please check the "This person replaced" box 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 applicant): _____

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 applicant): _____

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 applicant): _____

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

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

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

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 applicant**. If no individual owners exist, please check the appropriate box below to indicate why and skip to the next page. If the applicant is owned by other business entities, those entities 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 applicant is filing a Change Data Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by applicant): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by applicant): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by applicant): _____

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: _____

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

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee land use applications. Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the administration of such land use applications, not limited to the land use application for which this form is being filed. 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 applicant is filing a Change Data 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 applicant): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by applicant): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by applicant): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Applicant 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 applicant being subject to appropriate sanctions.

Name: _____

Signature: _____ Date: _____

Applicant Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the City office that provided it.

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



Printed on paper containing 30% post-consumer material

DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM
REAL PROPERTY TRANSACTIONS

What is the purpose of this *Data Form*?

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

Why have I received this *Data Form*? What entities are considered to have business dealings with the City?

The real property acquisition, disposition or lease you are proposing on or entering into is considered a business dealing under LL 34 and you must therefore complete this *Data Form*. No covered transaction will be entered into unless this form is completed. Other types of transactions that are covered by LL 34 include contracts for goods, services and construction; concessions; franchises; grants; economic development agreements; pension investment contracts and land use actions with the City. Certain real property transactions are not covered by LL 34, in particular those offered by competitive sealed bid or public auction.

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

The principal officers, owners and certain senior managers of entities listed in the *Doing Business Database* are themselves considered to be doing business with the City and will also be included in the *Database*.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents. See the *Data Form* for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% or more of the entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any real property transaction with the City. At least one Senior Manager must be listed or the *Data Form* will be considered incomplete.

Will the information on this *Data Form* be available to the public?

The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

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

Yes. An entity is required to submit a *Doing Business Data Form* each time it enters into a transaction considered a business dealing with the City. However, the *Data Form* has both a

Change option, which requires only information that has changed since the last *Data Form* was filed, and a No Change option. No entity should have to fill out the entire *Data Form* more than once.

If you have already submitted a *Data Form* for another transaction type covered by LL 34 (such as a contract) and this is the first time you are completing a *Data Form* for a real property transaction, please select the Change option and complete Section 4 (Senior Managers for Real Property Transactions).

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

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

Yes. All entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The *Doing Business Database* must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

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

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

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

- **Leasing to the City:** generally from the time of application to the start of the lease or renewal, plus one year.
- **Leasing from the City:** generally from the submission of a proposal through the end of the lease, plus one year.
- **Property sale or purchase:** generally from the submission of a proposal through the deed date, plus one year.
- **Unsuccessful proposers:** generally until an awardee is selected.

This list does not cover land use approvals under the NYC Charter (sections 195, 197c and 201). For information on these transactions, or other transactions covered by LL 34, contact the Doing Business Accountability Project.

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

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

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

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

8/21/08

APPENDIX G

**CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DOHMH)
OFFICE OF THE AGENCY CHIEF CONTRACTING OFFICER
“NO BID RESPONSE”**

PIN: 11BS097100R0X00

_____ HAS OPTED NOT TO BID ON
(Contractor name)

MOVING SERVICES

For the following reason(s):

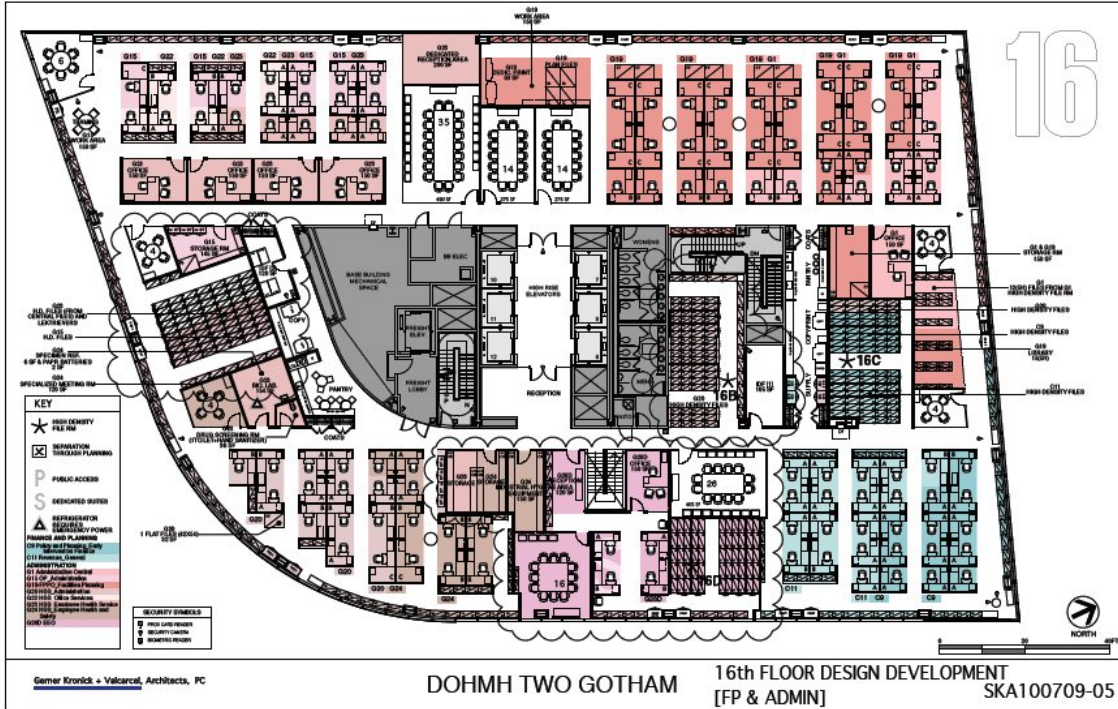
Contact Name _____ Phone _____
(Signature)

Date ____/____/____

Please return this form to the DOHMH Authorized Agency Contact(s) or fax to (212) 219-5865, Attention Rosa Elsevyf, no later than the bid opening date.

APPENDIX H
2 GOTHAM FLOOR PLAN
AND
PRESENT LOCATIONS

(TO BE ATTACHED SEPARATELY)



DROPPED
 MARCH PLUS, APRIL, STAFF Move Plan to 3 Dallas Center

Div	Section	Unit	Location	3 Dallas Center	Phase	Primary source of program control fee	Day of the week	Staff report to request at Dallas	Day of the week	Fee Dollars per hour
Admin	HR	Admin	120 North Street	2	1	3/24/14	MON	3/24/14	TUE	
Admin	HR	Personnel Services	120 North Street	2	1	3/24/14	MON	3/24/14	TUE	
Admin	HR	Leave Relations	120 North Street	2	1	3/24/14	MON	3/24/14	TUE	500
Admin	HR	HR Services	120 North Street	2	1	3/24/14	MON	3/24/14	TUE	PLURA
Admin	Emergency Management	General	120 North Street 1 North	4	1	3/24/14	MON	3/24/14	TUE	
ADDP	Chronic Disease Control	General	2 Lafayette Street West	2	2	3/24/14	WED	3/24/14	THU	
ADDP	Immunization	Immunization	2 Lafayette Street	2	2	3/24/14	WED	3/24/14	THU	1,247
ADDP	Public Health Training	Public Health Training	2 Lafayette Street	2	2	3/24/14	WED	3/24/14	THU	PLURA
ADDP	Chronic Disease Control	Diabetes	2 Lafayette Street	2	2	3/24/14	WED	3/24/14	THU	
ADDP	National Inborn & Reproductive Health	2 Lafayette Street	2 Lafayette Street	2	2	3/24/14	WED	3/24/14	THU	
ADDP	Tuberculosis Control	2 Lafayette Street	2 Lafayette Street	2	2	3/24/14	WED	3/24/14	THU	
NCSC	Connecticut Health Services		220 Broadway	12	1	3/24/14	FRI	3/24/14	MON	
NCSC	NCSC Administration		220 Broadway	12	1	3/24/14	FRI	3/24/14	MON	1,434
NCSC	Private Care Information Project		220 Broadway	12	1	3/24/14	FRI	3/24/14	MON	PLURA
NCSC	Take Care New York		220 Broadway	12	1	3/24/14	FRI	3/24/14	MON	
ADDP	Health Trade Center Health Services		220 Broadway	2	2	3/24/14	MON	3/24/14	TUE	
NCSC	Management Planning & Analysis		220 Broadway	12	1	3/24/14	MON	3/24/14	TUE	1,380
ADDP	Adult Health	General	220 Broadway	12	2	3/24/14	MON	3/24/14	TUE	PLURA
NCSC	Health Insurance Programs		120 William Street	12, 12	2	3/24/14	MON	3/24/14	TUE	
NCSC	Drug Health		120 William Street	12	2	3/24/14	MON	3/24/14	TUE	
Admin	HR	Administration	120 North Street	14	2	3/24/14	WED	3/24/14	THU	
Admin	HR	Administration	120 North Street	14	2	3/24/14	WED	3/24/14	THU	
DC	Communicable Diseases		120 North Street	4	1	3/24/14	WED	3/24/14	THU	
DC	Disease Control Control	Control Office	120 North Street	2	1	3/24/14	WED	3/24/14	THU	
DC	STD Prevention Control	STD Control Bureau	120 North Street	24	2	3/24/14	WED	3/24/14	THU	3,716
DC	STD Prevention Control	Analyst/Consultant/DB	120 North Street	24	2	3/24/14	WED	3/24/14	THU	PLURA
DC	STD Prevention Control	Administration	120 North Street	24	2	3/24/14	WED	3/24/14	THU	
DC	STD Prevention Control	Budget/Personnel	120 North Street	24	2	3/24/14	WED	3/24/14	THU	
DC	Institutional Review Board		120 North Street	14	2	3/24/14	WED	3/24/14	THU	
DC	Office of Research Control		120 North Street	14	2	3/24/14	WED	3/24/14	THU	
Admin	HR	Office Services	120 North Street, room 1301	12	2	3/24/14	WED	3/24/14	THU	
Admin	ACCO		80 North Street	12	2	3/24/14	FRI	3/24/14	MON	
Admin	HR		80 North Street	12	2	3/24/14	FRI	3/24/14	MON	1,714
ADDP	Health		80 North Street	12	2	3/24/14	FRI	3/24/14	MON	PLURA
ADDP	Policy & Planning	Policy Information Finance	80 North Street	12	2	3/24/14	FRI	3/24/14	MON	
DC	RESEARCH	High Research	80 Broadway	12	1	3/24/14	MON	3/24/14	TUE	
DC	RESEARCH	Research	80 North Street	12	1	3/24/14	MON	3/24/14	TUE	1,728
DC	RESEARCH	Research	80 North Street	12	1	3/24/14	MON	3/24/14	TUE	PLURA
ADDP	Public Information	Public Desk	80 North Street	12	1	3/24/14	MON	3/24/14	TUE	
ADDP	Bureau of Administration & Contract Services	Office of Contract Services	80 North Street	12	2	3/24/14	WED	3/24/14	THU	3,140
ADDP	Bureau of Administration & Contract Services	Office of Admin Services	80 North Street	12	2	3/24/14	WED	3/24/14	THU	PLURA
ADDP	Public Information	Office of Administration	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Medical & Social Work, Transportation, Care & Travel	Office of Contract Services	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Bureau of Medical Health	Administration	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Bureau of Medical Information & Clinical Affairs	CMRP	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Bureau of Medical Information & Clinical Affairs	Director Office	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Bureau of Medical Information & Clinical Affairs	Public Interest Office	80 North Street	12	2	3/24/14	WED	3/24/14	THU	
ADDP	Public Information		80 North Street, Room 1301	12	2	3/24/14	WED	3/24/14	THU	
Fees collected at 50% of actual fee										14,871

DRAFT
MARCH PLUS, APRIL STAFF Move Plan to 2 Southern Center

Div	Business	Job	Location	Current Plant	Phase	Total Staff	2 Southern Plant	Phase	Move date for employees this and future	Day of the week	Date when Staff report to old plant	Day of the week	Staff and the Director per move	\$ Plus	
Admin	HR	Admin	125 North Street	6		312	4	3	1	4/1/11	FRI	4/4/11	MON	381 STAFF N/A PLUS	55
Admin	HR	Personnel Services	125 North Street	6		312	4	3	1	4/1/11	FRI	4/4/11	MON		24
Admin	HR	Personnel Services	125 North Street	6		895	7	3	1	4/1/11	FRI	4/4/11	MON		389
Admin	HR	Personnel Services	125 North Street	6		805	2	3	1	4/1/11	FRI	4/4/11	MON		45
Admin	HR	Employee Compliance	125 North Street	6		895	10	3	1	4/1/11	FRI	4/4/11	MON		54
Admin	HR	Recruitment	125 North Street	6		895	7	3	1	4/1/11	FRI	4/4/11	MON		34
Admin	HR	COA	125 North Street	6		895	10	3	1	4/1/11	FRI	4/4/11	MON		34
Admin	HR	COA	125 North Street	6		895	3	3	1	4/1/11	FRI	4/4/11	MON		24
Admin	HR	Salary Relations	125 North Street	6		895	3	3	1	4/1/11	FRI	4/4/11	MON		34
Admin	HR	Training and Development	125 North Street	6		895	4	3	1	4/1/11	FRI	4/4/11	MON		34
COO	COO	COO	125 North Street	3	300, 301, 302, and 303	18	8	1	1	4/1/11	FRI	4/4/11	MON		21
COO	Admin		125 North Street	3		331	30	8	1	4/1/11	FRI	4/4/11	MON		139
PLS	Communications		125 North Street	328, 308, 1047	328, 308, 1047	37	8	1	1	4/1/11	FRI	4/4/11	MON		89
PLS	Intergovernmental Affairs		125 North Street	6		814	10	8	1	4/1/11	FRI	4/4/11	MON		57
SP	Information Services	SP Services	125 North Street	3		315	30	7	1	4/1/11	FRI	4/4/11	MON		112
SP	SP Management		125 North Street	3		315	14	8	1	4/1/11	FRI	4/4/11	MON		34
SP	Information Services	Admin	125 North Street	12		315	4	8	1	4/1/11	FRI	4/4/11	MON		34
SPSP	Administration	General	125 North Street	3	300, 301	18	8	1	1	4/1/11	FRI	4/4/11	MON		21
SPSP	CHS&H Public Health Division		125 North Street	3		344	4	10	1	4/1/11	FRI	4/4/11	MON		14
ITT	Admin		22 Courtyard Street	28		18	4	1	1	4/1/11	FRI	4/4/11	MON		14
ITT	Information & Development		22 Courtyard Street	28		84	4	1	1	4/1/11	FRI	4/4/11	MON		14
ITT	Network Technology Services		22 Courtyard Street	34		14	4	1	1	4/1/11	FRI	4/4/11	MON		12
CDPR	Emergency Management	General	125 North Street	3	300, 301, 302, and 303	324	40	8	1	4/1/11	FRI	4/4/11	MON		279
SPSP	Chronic Disease Control	General	2 Lafayette Street	1, 6 & 20		85	8	7	2	4/5/11	TUES	4/4/11	WED	389 STAFF N/A PLUS	274
DC	Immunization	Immunization	2 Lafayette Street	14		24	3	7	2	4/5/11	TUES	4/4/11	WED		274
DC	Immunization	Immunization Services	2 Lafayette Street	14		4	3	7	2	4/5/11	TUES	4/4/11	WED		49
DC	Immunization	Immunization Special Pts.	2 Lafayette Street	14		5	3	7	2	4/5/11	TUES	4/4/11	WED		21
DC	Immunization	Immunization Registry	2 Lafayette Street	14		27	3	7	2	4/5/11	TUES	4/4/11	WED		49
DC	Immunization	Adult Immunization	2 Lafayette Street	14		4	3	7	2	4/5/11	TUES	4/4/11	WED		21
DC	Immunization	Surveillance	2 Lafayette Street	14		18	3	7	2	4/5/11	TUES	4/4/11	WED		14
DC	Immunization	Program Support	2 Lafayette Street	14		14	3	7	2	4/5/11	TUES	4/4/11	WED		14
SP	Public Health Training	Public Health Training	2 Lafayette Street	20		20	7	7	2	4/5/11	TUES	4/4/11	WED		141
SP	Public Health Training	Preventive Medicine Fellowship	2 Lafayette Street	20		11	7	7	2	4/5/11	TUES	4/4/11	WED		39
SPSP	Chronic Disease Control	Diabetes	2 Lafayette Street	14, 20		23	9	7	2	4/5/11	TUES	4/4/11	WED		142
SPSP	Maternal Infant & Reproductive Health		2 Lafayette Street	14		24	10	7	2	4/5/11	TUES	4/4/11	WED		307
SPSP	Maternal Health	Obstet & Maternal	2 Lafayette Street	20		14	11	7	2	4/5/11	TUES	4/4/11	WED		39
SPSP	Maternal Health	MR	2 Lafayette Street	20		4	11	7	2	4/5/11	TUES	4/4/11	WED		21
SPSP	Tobacco Control		2 Lafayette Street	21		28	10	7	2	4/5/11	TUES	4/4/11	WED		274

Plus calculated at 20% of Total Plus

Prepared by COOHR and JSA

11/18/2010

DRAFT
MARCH PLUS, APRIL, STAFF Work Plan to 2 Southern Center

Div	Workcenter	Unit	Location	Current Fiscal Year	Position	Total Staff	2 Southern	Phase	Move date for employee the and	Day of the	Date when Staff	Day of the	Staff & the	# Times
DC	Accountability	Particular Hospital B	125 St Queens Blvd, NY	3		25	5	3	4/20/11	PR	4/20/11	MON	Library	150
DC	Accountability	Research/Practice for Children	400 Park Avenue			25	5	3	4/20/11	PR	4/20/11	MON		150
DC	Public Health Training	Public Health Library	125 Park Avenue	12		12	2	3	4/20/11	PR	4/20/11	MON		12
DC	Research	DCU Control	125 Park Avenue	20	2014-2015	14	10	3	4/20/11	PR	4/20/11	MON		14
APCP	Chronic Disease Control	General	125 Park Avenue	20		40	8	3	4/20/11	PR	4/20/11	MON		220
HCAL	Healthcare Health Services		400 Broadway	17, 20, 20		75	10	3	4/20/11	PR	4/20/11	MON	243 STAFF	710
HCAL	HCAL Administration		400 Broadway	17, 20		30	12	3	4/20/11	PR	4/20/11	MON	422	372
HCAL	Primary Care Information Project		400 Broadway	17, 20		40	12	3	4/20/11	PR	4/20/11	MON	PLAR	300
HCAL	Take Care New York		400 Broadway	20		12	12	3	4/20/11	PR	4/20/11	MON		140
DCU	Health Trade Center Health Registry		400 Broadway	20		30	7	4	4/20/11	TUES	4/20/11	WED		200
HCAL	Management Planning & Analysis		400 Broadway	20		10	10	4	4/20/11	TUES	4/20/11	WED		100
APCP	School Health	General	400 Broadway	20		40	11	4	4/20/11	TUES	4/20/11	WED		220
DCU	Public		400 Broadway	17		10	12	4	4/20/11	TUES	4/20/11	WED		120
DCU	Employment Law		400 Broadway	17		10	10	4	4/20/11	TUES	4/20/11	WED		120
HCAL	Health Insurance Programs		400 Broadway	17, 20	17, 20	17	11, 12	4	4/20/11	TUES	4/20/11	WED		300
HCAL	Cost Health		400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED	244 STAFF	110
DCU	HR	Healthcare Services and HR Programs	400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED	271	10
DCU	DCU	DCUHR Policy	400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED	PLAR	120
DCU	DCU	DCUHR Policy	400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED		120
DCU	HR	Civil Service	400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED		120
DCU	Cost Center		400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED		120
APCP	Administration	HR	400 Broadway	17		10	11	4	4/20/11	TUES	4/20/11	WED		120

DRAFT
MARCH FLE, APRIL STAFF Move Plan to 2 Outfall Center

Div	Program	Job	Location	Current Phase	Notes	Total Staff	2 Outfall Plan	Phase	Move date for employees the end of the month	Day of the week	Date when Staff report to Outfall	Day of the week	Staff & Vile Counts per week	# Week
Admin	ACCO	Procurement	125 North Street		10	1000	20	17	0	4/30/11	PKI	4/30/11	MON	114
Admin	Central	Central	125 North Street		30	340	10	18	0	4/30/11	PKI	4/30/11	MON	30
Admin	HSS	Employee Health & Safety	125 North Street		0	0	0	18	0	4/30/11	PKI	4/30/11	MON	0
Admin	HSS	Administration	125 North Street		10/10/10, 10/12	0	10	18	0	4/30/11	PKI	4/30/11	MON	0/12
Admin	DP	Administration	125 North Street		0	0	0	18	0	4/30/11	PKI	4/30/11	MON	180
CDPM	Emergency Management	Command Center	125 North Street		1	0	0	0	0	4/30/11	PKI	4/30/11	MON	0
DC	Communicable Diseases		125 North Street		2	214, 216, 218, 219, 220, 222	118	0	0	4/30/11	PKI	4/30/11	MON	118
DC	Disease Control Central	Central Office	125 North Street		3	328	10	0	0	4/30/11	PKI	4/30/11	MON	100
DC	Disease Control Central	Research	125 North Street		0	0	0	0	0	4/30/11	PKI	4/30/11	MON	0
DC	Disease Control Central	Industrial Safety	125 North Street		0	0	0	0	0	4/30/11	PKI	4/30/11	MON	0
DC	STD Prevention Control	STD Control Surveillance	125 North Street		0	300	10	20	0	4/30/11	PKI	4/30/11	MON	100
DC	STD Prevention Control	Outbreak Investigation Office	125 North Street		0	300	10	20	0	4/30/11	PKI	4/30/11	MON	100
DC	STD Prevention Control	Administrative	125 North Street		0	300	10	20	0	4/30/11	PKI	4/30/11	MON	100
DC	STD Prevention Control	Budget/Personnel	125 North Street		0	300	10	20	0	4/30/11	PKI	4/30/11	MON	100
DC	STD Prevention Control	ITC	125 North Street		0	300	10	20	0	4/30/11	PKI	4/30/11	MON	100
FP	Budget Administration		125 North Street		0	400	20	10	0	4/30/11	PKI	4/30/11	MON	0
FP	Clinical Quality Management		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
FP	Finance & Planning Administration		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
FP	Finance Systems & Analysis		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
FP	Human Administration		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
FP	Policy & Planning	Policy	125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
IS	Institutional Policies Board		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	100
IS	Office of General Counsel		125 North Street		0	400	10	10	0	4/30/11	PKI	4/30/11	MON	0
Admin	HSS	Office Services	125 North Street, Room 1000, 1001		0	20	10	10	0	4/30/11	PKI	4/30/11	MON	110
FP	Facilities Management		125 North Street, Room 1000 (R)		0	40	10	10	0	4/30/11	PKI	4/30/11	MON	0
Admin	HPRO	Facilities Planning	1 Lafayette Street		10	1000	20	10	0	4/30/11	TUES	4/30/11	WED	10
MR	Business of Administration & Contract Services	CMIS	22 Cornhill Street		30	0	10	10	0	4/30/11	TUES	4/30/11	WED	0
MR	Early Intervention	Data Operations	22 Cornhill Street		30	0	10	10	0	4/30/11	TUES	4/30/11	WED	0
DC	Tuberculosis Control	API Office	225 Broadway		20	0	20	20	0	4/30/11	TUES	4/30/11	WED	120
DC	Tuberculosis Control	Procurement Office	225 Broadway		20	0	20	20	0	4/30/11	TUES	4/30/11	WED	0
DC	Tuberculosis Control	Medical Affairs	225 Broadway		200	0	10	20	0	4/30/11	TUES	4/30/11	WED	10
DC	Tuberculosis Control	Outreach & Training	225 Broadway		20	0	10	20	0	4/30/11	TUES	4/30/11	WED	0
DC	Tuberculosis Control	Program Management	225 Broadway		20	0	10	20	0	4/30/11	TUES	4/30/11	WED	10
DC	Tuberculosis Control	Quality Management & Assurance	225 Broadway		20	0	10	20	0	4/30/11	TUES	4/30/11	WED	0
DC	Tuberculosis Control	TB Control Surveillance	225 Broadway		0	400	20	20	0	4/30/11	TUES	4/30/11	WED	0
FP	Personnel		225 Broadway		0	400	10	10	0	4/30/11	TUES	4/30/11	WED	0
Admin	ACCO		85 North Street		0	100	10	10	0	4/30/11	TUES	4/30/11	WED	0
Admin	HPRO		85 North Street		10	1110	0	10	0	4/30/11	TUES	4/30/11	WED	0
Admin	HSS		85 North Street		10	1110	0	10	0	4/30/11	TUES	4/30/11	WED	0
CDPM	Emergency		85 North Street		10	1110	0	10	0	4/30/11	TUES	4/30/11	WED	0
FP	Policy & Planning	Early Intervention Finance	85 North Street		10	100	10	10	0	4/30/11	TUES	4/30/11	WED	0
Admin	HSS	Employee Health Unit	85 North Street		10	100	0	10	0	4/30/11	TUES	4/30/11	WED	0

File calculated at 87% of total file

Prepared by CCHM and JGB

11/18/2010

DRAFT
MARCH PLR, APRIL STAFF Move Plan to 2 Station Center

Div	Workcenter	Unit	Location	Current Floor	Room	Total Staff	2 Station Floor	Phone	Move date for employee file and issues	Day of the week	Date when Staff report to Station street	Day of the week	Staff & VHS Displays per move	# Files	
DC	Administration	Mail Services	4th Broadway	1	701, 704, 706, 707	130	20	7	4/26/11	TUES	4/27/11	WED	30	120	
DC	Transportation Control	Admin & HR	4th Broadway	8		21	21	7	4/26/11	TUES	4/27/11	WED	30	30	
DC	Admin	Transportation	40 World Street			4	10	7	4/26/11	TUES	4/27/11	WED	30	30	
DC	Administration	Security	40 World Street	10		72	21	7	4/26/11	TUES	4/27/11	WED	30	30	
DC	Administration	Security	40 World Street			36	20	7	4/26/11	TUES	4/27/11	WED	30	30	
DC	Nearly Intervention	Child Prod	40 World Street	14, 9 & C	1407, 1408, 1409 a	27	19	7	4/26/11	TUES	4/27/11	WED	30	150	
DC	Child Prod		40 Broadway	14		161	11	19	7	4/26/11	TUES	4/27/11	WED	30	30
DC	Revenue	General	40 Broadway	14		161	16	19	7	4/26/11	TUES	4/27/11	WED	30	220
DC	Nearly Intervention	Program Monitoring & Quality Impact	40-51 Chambers Street	10		1000	20	19	7	4/26/11	TUES	4/27/11	WED	30	220
DC	Bureau of Administration & Contract Services	Office of Contract Services	80 World Street	1, 3	100, 304	80	17	8	4/26/11	PRO	5/2/11	MON	30	30	
DC	Bureau of Administration & Contract Services	Office of Admin Services	80 World Street	3		312	13	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Administration & Contract Services	Office Services	80 World Street	3		312	13	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Retardation/Developmental Disabilities	Child Office	80 World Street	12		1207	10	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Nearly Intervention	Office of Administration	80 World Street	3, 9, 12	305, 915, 1212	30	19	8	4/26/11	PRO	5/2/11	MON	30	30	
DC	Adulthood & Drug Use, Prevention, Care & Treatment	Office of AC for MDC/DCCT	80 World Street	4		304	4	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Adulthood & Drug Use, Prevention, Care & Treatment	Office of Community/Community Services	80 World Street	3		304	30	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Adulthood & Drug Use, Prevention, Care & Treatment	Office of Program Initiatives	80 World Street	3		304	10	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Adulthood & Drug Use, Prevention, Care & Treatment	Office of Policy & Planning	80 World Street	3		304	12	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Administration & Contract Services	Office of AC	80 World Street	4		412	6	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Administration & Contract Services	Office of Contract Audit	80 World Street		704, 705, 709	17	19	8	4/26/11	PRO	5/2/11	MON	30	30	
DC	Bureau of CHS & Adjudication Services		80 World Street	12		1212	8	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Office of AC	80 World Street	3		304	3	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Administration	80 World Street	3		304	6	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	AC	80 World Street	3		304	4	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Housing Services	80 World Street	12		200	10	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Office of Rehabilitation Services	80 World Street	2		200	10	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Coordinated Mental Health Services	80 World Street	2		200	9	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	Office of Treatment Services	80 World Street	2		200	6	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of Mental Health	World Trade Center	80 World Street	12		1212	6	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	CPRO	80 World Street	4, 603, 604, 614		24	20	8	4/26/11	PRO	5/2/11	MON	30	220	
DC	Bureau of System Integration & Clinical Affairs	Office of Health Integration	80 World Street	4		410	6	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	Office of Clinical Affairs	80 World Street	4		410	7	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	Planning Office	80 World Street	4		411	3	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs		80 World Street	4		400	6	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	Office of the Assistant Commissioner	80 World Street	7		710	3	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	Policy Office	80 World Street	7		710	4	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Bureau of System Integration & Clinical Affairs	Quality Impact Office	80 World Street	9		903	17	20	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Office of Consumer Affairs		80 World Street	12		1200	6	19	8	4/26/11	PRO	5/2/11	MON	30	30
DC	Office of the Executive Deputy		80 World Street	4, 610, 615, 607		12	19	8	4/26/11	PRO	5/2/11	MON	30	30	
DC	Program Management		80 World Street, Room 7	7		27	19	8	4/26/11	PRO	5/2/11	MON	30	30	

TOTAL STAFF	3,820
TOTAL MARCH PLR	14,871
TOTAL APRIL PLR	5,436
TOTAL PLR	20,307

APPENDIX I

APPENDIX J
