Information
Technology &
Telecommunications

ADDENDUM NO. 2

To: Prospective Proposers

From: John Katsorhis, Agency Chief Contracting Officer

Date: January 06, 2015

Re: Request for Proposals (RFP) Citywide Standby Information Technology and Telecommunications Consulting Services

PIN: 85816P0002

This addendum is issued for the purpose of amending the requirements of the solicitation for the above specified project, and is hereby made part of the solicitation document to the same extent as though it were originally included herein.

PLEASE TAKE NOTICE OF THE FOLLOWING MODIFICATIONS TO THE RFP:

Modification 1: The **proposal due date has been extended** from January 14, 2016 to January 19, 2016 by 2:00 P.M. EST.

Modification 2: Section I, Page 4 ("Proposal Due Date and Time and Location") is amended by deleting "D. Proposal Due Date and Time and Location:" and replacing it with "C. Proposal Due Date and Time and Location:"

Modification 3: Section I.D., ("Anticipated Contract Start Date") is amended by deleting July 1, 2015 and replacing it with July 1, 2016.

Modification 4: Section III.B.2.C ("Task Orders") is amended by deleting it in its entirety and replacing it with the following language:

Each assignment will be governed by a Task Order, executed between the Requesting Agency, DoITT and Contractor, which will define the contractual relationship between the Requesting Agency and the Contractor for the duration of that project. The Task Order will incorporate and be subject to the terms and conditions of the Contract between Contractor and DoITT, specify the scope of services and the start date and duration of the assignment, and describe activity descriptions and fees.

The Task Order will be reviewed by the Requesting Agency, DoITT, and other oversight agencies as necessary to ensure that it meets the best interests of the City;

that it is an appropriate use and in accordance with the terms and conditions of the Contract.

The duration a Task Order may, upon the agreement of the parties, and upon compliance with applicable New York City procedural requirements, be extended for an additional period or periods of time. The Requesting Agency may extend an assignment beyond the expiration date of the Contract until such time as the assignment can be brought to a successful completion.

A sample project Task Order template is provided as Template 4.

Modification 5: Section III.B.3.A ("Contractor Responsibilities"), item #7, is amended by deleting it in its entirety and replacing it with the following language:

7. For each Request for Services, Contractors designated as Primary Vendors are required to undertake the following activities:

- Identify a pool of appropriate and diverse candidates
- Conduct initial interviews
- Verify professional license(s) and certification(s) if applicable
- Verify that candidates have appropriate documentation to be employed in the United States
- Test/verify/confirm technical skills if required (e.g., web-based testing)
- Check references
- Perform industry-standard background checks

Modification 6: Section III.B.3.B ("Requesting Agency Rights and Responsibilities"), item #6, is amended by deleting it in its entirety and replacing it with the following language:

6. Prior to a candidate beginning work, and to the extent authorized by applicable law, the Requesting Agency may request the following background information checks:

- Criminal record during the last seven years
- Payment of taxes during the last six years (State and Federal)
- Verification of education
- Verification of employment history
- Any service in United States Armed Forces, and, if so, the type of discharge

Modification 7: Section III.B.3.B ("Requesting Agency Rights and Responsibilities"), item #8, is amended by deleting it in its entirety.

Modification 8: Section III.B.3.B ("Requesting Agency Rights and Responsibilities"), item #10, is amended by deleting it in its entirety and replacing it with the following language:

10. Following selection of a consultant, the Requesting Agency's project manager shall ensure that the consultant is provided with documentation and other information requested by the consultant as reasonably needed by the consultant for delivery of services under the Task Order.

Modification 9: Section III.B.3.B ("Requesting Agency Rights and Responsibilities"), item #14, is amended by deleting it in its entirety and replacing it with the following language:

14. If the Contractor is awarded an assignment, and if the start work date for the assignment that was designated in the consultant's Task Order is not delayed by the City, then it is required to provide the consultant(s) who were offered to and selected by the Requesting Agency at the agreed-upon rate(s). The consultant(s) must appear for work at the location(s) designated by the Requesting Agency on the start work date for the assignment that was designated in the consultant's Task Order. If the start work date for the assignment that was designated in the consultant's Task Order is delayed, and if the consultant(s) who were offered to and selected by the Requesting Agency remain available for the assignment, then the Contractor is required to provide the consultant(s) at the agreed-upon rate(s).

Modification 10: Section III.B.3.B ("Requesting Agency Rights and Responsibilities"), item #16, is amended by deleting it in its entirety and replacing it with the following language:

16. Final determination of the acceptance of deliverables lies with the Requesting Agency's project manager.

Modification 11: Section IV.A.2.b ("Organizational Capability"), major bullet point #2, is amended by deleting it in its entirety and replacing it with the following language:

- Provide the number of IT placements that the Proposer has done in the last three (3) years, broken down in the following ways:
    - by region (e.g., the New York Tri-State area, comprising NY, NJ, and CT)
    - into four categories of experience (zero to two years, two to four years, four to eight years, and more than eight years)
    - by skill (e.g., project manager, business analyst, etc.)

  Give the percentage of these placements that have been W-2 employees.

  Describe the percentage of the Proposer's business that is dedicated specifically to staffing IT positions.

Modification 12: Section IV.A.2.b ("Organizational Capability"), major bullet point #3, is amended by deleting it in its entirety and replacing it with the following language:

- Provide a list of the Proposer's full-time employees who are currently available for the Proposer to assign to Task Order projects if the Contract were in existence as of the Proposal Due Date. It is recommended that at least twenty (20) individuals be included, with brief synopses of professional qualifications and experience, including the associated labor categories.

Modification 13: Section IV.A.2.c ("Proposed Approach"), major bullet point #8, is amended by deleting it in its entirety and replacing it with the following language:

- Describe in detail the Proposer's approach to providing recruitment-for-hire services. Include a description of the proposed workflow for the recruitment-for-hire process, specifically addressing the following:
    - recruitment of candidates for hire
    - the Requesting Agency's procedure for making a hiring request;
    - candidate evaluation services and verification of candidate qualifications;

- time frame for responses to requests;
- the contents of the Proposer's written response to the hiring request;
- onboarding of the successful candidate
- reporting

Modification 14: Section IV.B ("Proposed Package Contents ['Checklist']") is amended by deleting it in its entirety and replacing it with the following language:

The Proposal Package should contain the following materials. Proposers should utilize this section as a "checklist" to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled "Program Proposal," containing one (1) original "hard" copy of the Program Proposal documents listed below in the following order:

- Proposal Cover Letter Form (Attachment A)
- Technical Proposal
  - Narrative
  - References for the Proposer and, if applicable, each subcontractor
  - Resumes and/or Description of Qualifications for Key Staff Positions
  - Organizational Chart
  - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
  - Samples of contract utilization reports and reports on service level requirements
  - Sample timesheets
- Acknowledgment of Addenda Form (Attachment B)
- Iran Divestment Act Compliance Rider for NYC Contractors (Attachment E)
- 1 CD-ROM or USB flash drive containing an electronic copy of all hardcopy documents of the Program Proposal

2. A separate sealed inner envelope labeled "Price Proposal" containing one (1) original "hard" copy of the Price Proposal.

- Price Proposal Form (Attachment C)
- Documentation of the cost components in the Personnel Markup
- Description of any volume-based discounts, if any
- Description of pricing structure for recruitment-for-hire services
- Proposed Performance-Based Payment Structure
- 1 CD-ROM or USB flash drive containing an electronic copy of all hardcopy documents of the Price Proposal

3. All proposals must contain a third sealed inner envelope labeled "Doing Business Data Form" containing one (1) original hard copy of the completed Doing Business Data Form (see Attachment G).

4. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:

- The Proposer's name and address, the Title and PIN # of this RFP and the name and telephone number of the Proposer's Contact Person.
- The name, title and address of the Authorized Agency Contact Person.

There is no requirement for a Proposer to submit a non-disclosure form in connection with this RFP. Appendix A (Third-Party Non-Disclosure and Work-for-Hire Agreement Form) is intended only to be signed by third-parties after a Contract has been awarded.

Modification 15: Appendix B ("Service Level Agreements") is amended by deleting it in its entirety and replacing it with the following language:

Metric	Definition	Target/SLA
Rate of Response to Service Requests	% of Service Requests for which resumes are submitted	75% or higher
Candidate Availability after Resume Submission	% of instances where candidates remain available for selection for at least 10 days from the submission of the candidate's resume	90% or higher
Candidate Availability for Interviews	% of instances where all candidates are available for interviews with the Requesting Agency for all of the interview dates specified in the Service Request	90% or higher
Onboarding Timeliness	% of instances where the successful candidate is on board by the start date included in the Notice to Proceed	95% or higher
Resume Turnaround Time for Replacements	Number of days from a replacement request to receipt of resumes	3 business days
Attrition Rate	% of resource turnover due to unplanned situations	5% or lower
Performance Removal	% of resource turnover due to inadequate performance	3% or lower
Overall Satisfaction	Survey results provided by PM at the conclusion of an assignment	90% satisfied

Modification 16: Appendix G ("Master Services Agreement"), Article 1.1, definition for "Service Credit," is amended by deleting it in its entirety.

Modification 17: Appendix G ("Master Services Agreement"), Article 1.1, definition for "Service Credit," is amended by deleting it in its entirety.

Modification 18: Appendix G ("Master Services Agreement"), Article 1.1, definition for "Service-Level Requirements" or "SLRs," is amended by deleting it in its entirety and replacing it with the following language:

"Service-Level Requirements" or "SLRs" refers to the minimum-performance requirements as specified in Appendix B.

Modification 19: Appendix G ("Master Services Agreement"), Article 2.3.3, is amended by deleting it in its entirety and replacing it with the following language:

2.3.3. If the City terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner the City reasonably considers appropriate, supplies or services similar to those terminated, from a successor vendor. If the City has to pay a higher price to, or incurs any additional costs or expenses related to its use of, a successor vendor, Contractor will reimburse the City for (i) the difference between what the City would have paid Contractor and what the City actually pays the successor vendor, and (ii) the additional costs and expenses.. However, Contractor shall continue any portion of its work not terminated

Modification 20: Appendix G ("Master Services Agreement"), Article 4.1.1, is amended by deleting it in its entirety and replacing it with the following language:

4.1.1. In exchange for Contractor's satisfactory performance of its obligations under this Agreement, the City shall pay to Contractor the fees in accordance with Attachment PRC. The Total amount of such payments to Contractor may not exceed _____ dollars ($_____).

Modification 21: Appendix G ("Master Services Agreement"), Article 4.1.6, is amended by deleting it in its entirety.

Modification 22: Appendix G ("Master Services Agreement"), Article 4.2.3 iii, is amended by deleting it in its entirety and replacing it with the following language:

Contractor shall ensure that Consultant time sheets include a meal period as required by Section 162 of the NYS Labor Law.

Modification 23: Appendix G ("Master Services Agreement"), Article 5.3.1, is amended by deleting it in its entirety and replacing it with the following language:

5.3.1 A Requesting Agency shall distribute a Request for Services (referred to in the RFP as a "Tier 2 Project") to all Primary Vendors.

Modification 24: Appendix G ("Master Services Agreement"), Article 5.3.6 vii, is amended by deleting it in its entirety and replacing it with the following language:

(vii) perform industry-standard background checks

Modification 25: Appendix G ("Master Services Agreement"), Article 5.3.13, is amended by deleting it in its entirety and replacing it with the following language:

5.3.13. Service-Level Requirements. For the entire Term, Contractor must meet or exceed the minimum Service-Level Requirements (SLR), as defined in Appendix B.

Modification 26: Appendix G ("Master Services Agreement"), Article 5.4.6, is amended by deleting it in its entirety and replacing it with the following language:

5.4.6. Contractor must provide the Consultant(s) who were offered to and selected by the Requesting Agency at the agreed-upon rate(s). All Consultants shall appear for work at the location(s) designated by the Requesting Agency on the start work date for the project designated in the corresponding Task Order. If the start work date for the assignment that was designated in the consultant's Task Order is delayed, and if the consultant(s) who were offered to and selected by the Requesting Agency remain available for the assignment, then the Contractor is required to provide the consultant(s) at the agreed-upon rate(s).

Modification 27: Appendix G ("Master Services Agreement"), Article 5.6.2, is amended by deleting it in its entirety and replacing it with the following language:

5.6.2. Contractor shall instruct Consultants to comply with the Requesting Agency's timekeeping policies, including that Consultants must submit timesheets to the Requesting Agency for approval ("Consultant Timesheets"). Consultant Timesheets must be submitted on a weekly basis. Contractor is encouraged to review the Consultant Timesheets for accuracy before submission to the Requesting Agency. Each Consultant Timesheet must include the following for the applicable time period:

(i) the number of hours worked per day rounded to the nearest quarter hour;

(ii) lunch hours or other work breaks;

(iii) a detailed description by project or activity per day tied to the applicable/identified Consultant and tracking a specific Task Order activity, task or project deliverable, and rounded to the nearest quarter hour;

(iv) work location (meaning on-site or off-site) for reported hours; and

(v) certification by the Consultant.

Modification 28: Appendix G ("Master Services Agreement"), Article 10, is amended by deleting its title in its entirety and replacing it with the title:

SERVICE LEVEL REQUIREMENTS

Modification 29: Appendix G ("Master Services Agreement"), Article 10.1, is amended by deleting it in its entirety and replacing it with the following language:

10.1. For the entire Term, Contractor must meet or exceed any SLRs set forth in Section 5.3.13.

Modification 30: Appendix G ("Master Services Agreement"), Article 10.2, is amended by deleting it in its entirety.

Modification 31: Appendix G ("Master Services Agreement"), Article 10.5, is amended by deleting it in its entirety.

Modification 32: Appendix G ("Master Services Agreement"), Attachment BI ("Billing and Invoicing"), is amended by deleting it in its entirety and replacing it with the following language:

In order to process your payment pursuant to Article 4 of this Agreement promptly and efficiently, please ensure that all invoices are submitted on company letterhead and contain the following information:

1. Address invoices to the Requesting Agency.
2. Contractor name, address and contact name and phone number must be prominently displayed — NOTE: Contractor name on the invoice must be on file with the NYC Comptroller's Office via a W-9 form submission. If a W-9 is not on file, please contact DoITT's Audits and Accounts Unit for further instructions.
3. Current Contractor Contract number (CT)/purchase order (PO)/PG number (in reference to a NYC Requirements Contract — CE).
4. Invoice number and date of invoice
5. Invoice service period and date of delivery
6. Invoices shall be submitted in both hard copy and soft copy format.
7. Appropriate backup and all other supporting documentation to substantiate the invoice charges must be attached:
    - Monthly Payments: For work provided on a fixed-price basis, with fixed monthly payments, the City Contract Number must be included with the invoice.
    - Payment Milestones: For work provided on a fixed-price basis, with milestone payments, documentation evidencing the City's acceptance of the applicable payment milestone(s) must be included with the invoice.
    - Time and Materials: For work provided on a time and materials basis, consolidated timesheets for teams of individuals for which charges are being made must contain the day and dates of service, and job titles must match those identified in the Agreement, change order, or purchase order, hourly rates and number of hours worked. The legible printing of Contractor's project manager's name, as well as, the signature of Contractor's project manager. The legible printing of the City project manager's name, as well as, the signature of the City project manager.

Modification 33: Appendix G ("Master Services Agreement"), Appendix A ("(General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services)") is amended by deleting it in its entirety and replacing it with Attachment III to this Addendum.

Modification 34: Appendix G ("Master Services Agreement"), Appendix B ("Service Level Agreements") is amended by deleting it in its entirety and replacing it with the following language:

Metric	Definition	Target/SLA
Rate of Response to Service Requests	% of Service Requests for which resumes are submitted	75% or higher
Candidate Availability after Resume Submission	% of instances where candidates remain available for selection for at least 10 days from the submission of the candidate's resume	90% or higher
Candidate Availability for Interviews	% of instances where all candidates are available for interviews with the Requesting Agency for all of the interview dates specified in the Service Request	90% or higher
Onboarding Timeliness	% of instances where the successful candidate is on board by the start date included in the Notice to Proceed	95% or higher
Resume Turnaround Time for Replacements	Number of days from a replacement request to receipt of resumes	3 business days
Attrition Rate	% of resource turnover due to unplanned situations	5% or lower
Performance Removal	% of resource turnover due to inadequate performance	3% or lower
Overall Satisfaction	Survey results provided by PM at the conclusion of an assignment	90% satisfied

---

THE FOLLOWING SECTION LISTS QUESTIONS THAT WERE RECEIVED WITHIN THE PRESCRIBED TIME FRAME IN THE RFP. DoITT'S RESPONSES ARE ALSO INCLUDED:

Title Page

Question 1: Title page: the title of this RFP indicates that it is for system integration services. However the body of the RFP beginning with section ii.a on page 5 indicates that it is for staff augmentation services under ITCS. Are we correct in assuming that the RFP is in fact for staff augmentation services?

Answer 1: The title of this RFP is Request for Proposals (RFP) Citywide Standby Information Technology and Telecommunications Consulting Services / PIN: 85816P0002

Section II - Summary of the Request for Proposals

Question 2: Page 5, Section II.C : This section indicates that "Assignments for individual projects will be based on time and materials…". Does this mean that cost of project expenses, such as travel expenses for a consultant based in another city may be billed as "materials"? What "materials" costs are allowed? What supporting documentation is required for these materials costs? Are there any City limits or restrictions (e.g., maximum reimbursement amount) for any of these costs?

Answer 2: If a vendor wishes to propose alternative payment structures it should do so in addition to the payment structure requested in the Price Schedule. The City will review all alternative payment structures that are proposed, but it anticipates that assignments will be based on hourly rates for services provided.

Question 3: Page 5: What is anticipated minimum initial contract period, City will provide before cancellation of contract?

Answer 3: The City reserves the right to terminate the Contract with the vendor upon ten (10) days' written notice.

Question 4: Further to the reduction in the number of vendors, it seems like the initiative to reduce the number of vendors providing IT support to the City from 10 to 3 is contrary to both the Mayor's and the Comptroller's stated initiatives of opening up business opportunities for companies with the City. In light of this fact, would DoITT agree to expand the number of vendors offered primary contracts to some number greater than 3?

Answer 4: The City's goal is to establish at least three contracts with Primary Vendors. The City has established no maximum number of contract awards.

Question 5: Page 5: It states that "The payment structure of the Contract will include performance-outcome measures (i.e., specific performance payment outcome measures and related financial incentives and/or disincentives). Given that this is an hourly pay based contract for staff augmentation where the vendors' consultants are working onsite under the direct supervision of Agency staff, and Agency approval of the weekly timecard indicates satisfactory acceptance of the hours worked, could you provide more specifics on or examples of what type of performance-outcome measures you expect to include?
a) Is it DoITT's intent to financially reward or penalize vendors based on a vendor's overall performance against the Service Level Agreements in Appendix B
b) Or is it DoITT's expectation that any reward or penalty would be based on the job performance of individual consultants on task orders?

Answer 5: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 6: Section II, Subsection A refers to the purpose of the RFP is to obtain "staff augmentation services" but also makes mention of "project based" work efforts. Is the resulting contract supposed to supply both types of services?

Answer 6: ITCS consulting services (staff augmentation services) will be used to assist City Agencies with projects detailed in task orders.

Question 7: DoITT states that its goal is to establish at a minimum 3 primary contracts. It is our understanding that there are 10 vendors servicing the current contract.
a) Is DoITT's goal to drastically reduce the number of vendors servicing the new contract?
b) If so, what is the reason for that?

Answer 7: The City's goal is to establish at least three contracts with Primary Vendors. The City has established no maximum number of contract awards.

Question 8: Page 5, Section II.C : This section indicates that "Assignments for individual projects will be based on time and materials…". Does this mean that cost of project expenses, such as travel expenses for a consultant based in another city may be billed as "materials"? What "materials" costs are allowed? What supporting documentation is required for these materials costs? Are there any City limits or restrictions (e.g., maximum reimbursement amount) for any of these costs?

Answer 8: Maximum Hourly Bill Rates specified by the vendor in the Price Proposal are to be inclusive of all costs and expenses. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

Question 9: Page 5, Section II.C: The RFP states that, "…the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest." What other payment structures would the City consider? Are there specific structures that have proved to be in the City's best interest in the past or other new structures that the City would consider high priority options?

Answer 9: If a vendor wishes to propose alternative payment structures it should do so in addition to the payment structure requested in the Price Schedule. The City will review all alternative payment structures that are proposed, but it anticipates that assignments will be based on hourly rates for services provided.

Question 10: Page 5: What is anticipated minimum initial contract period, City will provide before cancellation of contract?

Answer 10: The City reserves the right to terminate the Contract with the vendor upon ten (10) days' written notice.

Question 11: Further to the reduction in the number of vendors, it seems like the initiative to reduce the number of vendors providing IT support to the City from 10 to 3 is contrary to both the Mayor's and the Comptroller's stated initiatives of opening up business opportunities for companies with the City. In light of this fact, would DoITT agree to expand the number of vendors offered primary contracts to some number greater than 3?

Answer 11: The City's goal is to establish at least three contracts with Primary Vendors. The City has established no maximum number of contract awards.

Question 12: Page 5: It states that "The payment structure of the Contract will include performance-outcome measures (i.e., specific performance payment outcome measures and related financial incentives and/or disincentives). Given that this is an hourly pay based contract for staff augmentation where the vendors' consultants are working onsite under the direct supervision of Agency staff, and Agency approval of the weekly timecard indicates satisfactory acceptance of the hours worked, could you provide more specifics on or examples of what type of performance-outcome measures you expect to include?

a) Is it DoITT's intent to financially reward or penalize vendors based on a vendor's overall performance against the Service Level Agreements in Appendix B?

b) Or is it DoITT's expectation that any reward or penalty would be based on the job performance of individual consultants on task orders?

Answer 12: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 13: DoITT states that its goal is to establish at a minimum 3 primary contracts. It is our understanding that there are 10 vendors servicing the current contract.

a) Is DoITT's goal to drastically reduce the number of vendors servicing the new contract?

b) If so, what is the reason for that?

Answer 13: The City's goal is to establish at least three contracts with Primary Vendors.

Question 14: Page 5: What is the time period for notice of termination?

Answer 14: The City reserves the right to terminate the Contract with the vendor upon ten (10) days' written notice.

Section III - Scope of Services

Question 15: Page 7: Is the project manager (single point of contact) a fixed cost during the length of the contract?

Answer 15: The vendor is expected to provide the City with a project manager and single point of contract at its own expense.

Question 16: What information should Contractor provide in the Bid to show its partnership with Minority/Women Owned Business?

Answer 16: No information about the vendor's M/WBE status need be submitted with its Proposal.

Question 17: With the recent "ban the box" legislation, are we expected to conduct a background check prior to a conditional offer of employment? Is this required? If so, please describe when in the process are we to provide this information?

Answer 17: See "Modifications to the RFP" in this Addendum #2.

Question 18: RFP Page 16, Item #16: This item discusses "final acceptance of a system". Could DoITT please clarify how this item applies to the services being requested through this RFP? Our understanding is that DoITT intends to procure IT staff augmentation services, paid for on a Time & Materials Hourly basis, so we are unsure how "final acceptance of a system" applies to such services.

Answer 18: See "Modifications to the RFP" in this Addendum #2.

Question 19: Page 7, Section III.B.1, Subtitle "Primary and Secondary Vendors": Does the 3-8 vendors referred to in Section III.A refer only to Primary Vendors or are Secondary vendors included within these totals? How many Primary Vendors are anticipated and how many Secondary Vendors?

Answer 19: The Agency's goal is to establish at least three (3) contracts with Primary Vendors.

Question 20: Page 7, Section III.B.1: Paragraph 1 on this page indicates that "A requesting agency may at its discretion request additional background checks to be conducted by Contractor at its own expense." To whose "own expense" does this refer, the Requesting Agency's or the Contractor's?

Answer 20: The Contractor's own expense.

Question 21: Page 16, Requesting Agency Rights and Responsibilities, #16: In talking about the acceptance of deliverables, the RFP states that "final acceptance of a system shall not occur until such system has operated in its intended production environment for a period of at least thirty (30) consecutive days without a significant failure or interruption for which the Contractor is responsible." This would suggest that part of this RFP is deliverables. However, the RFP is clearly written for staff augmentation services paid on an hourly basis and not for deliverable product. Since our consultants will be working under the direct supervision and control of Agency project managers and approval of our consultant's weekly timesheet signifies acceptance of their work, it is seems that ultimate responsibility for a functioning system lies with the Agency's project manager, not the Contractor. We request that #16 be deleted.

Answer 21: See "Modifications to the RFP" in this Addendum #2.

Question 22: Page 10: Section III, Responses to Requests for Services, Page 69 (vii) of the Master Services Agreement, Sections 5.3.6. and 5.3.7: Despite the statements on pages 10 and 69, are we interpreting Page 15, Section III, Requesting Agency Rights and Responsibilities, #6 correctly that criminal background checks will NOT be performed until after a candidate is approved for a Task Order, prior to the Task Order's execution? Given the need to pay third party vendors to perform criminal background checks, it is industry practice to not perform such checks on submitted candidates until the client decides it will definitely hire such an individual. This practice is also in keeping with the new background check law enacted this year which requires that such checks not be made until a hiring decision is made. In light of these facts, it makes sense that DoITT will not require the performance of such checks (i.e. criminal record, payment of taxes.

education verification, fingerprinting, verification of military service, additional security clearances) to be completed until a candidate is actually selected for an assignment and a task order is signed.
a) Will DoITT agree to this background check timing?
b) Following the statement in on page 15, #6, does the Requesting Agency perform and pay for the test, not the Contractor?

Answer 22: See "Modifications to the RFP" in this Addendum #2.

Question 23: Page 7 (Primary and Secondary Vendors): Would you explain exactly what the intentions are with respect to the selection of Primary and Secondary vendors? Section III-Scope of Services, A. Agency Goals and Objectives for this RFP, indicates that it is the goal of this RFP: "to establish at least three (3) contracts to provide IT and Telecommunications staff augmentations services on a standby as-needed basis."
a) Does this mean the goal is a total of three contracts some of which may be Primary and some Secondary?
b) Or does three refer only to Primary?

Answer 23: The City's goal is to establish at least three contracts with Primary Vendors.

Question 24: Page 6: There is a requirement to provide fingerprinting on an as-needed basis. Private contractors are not allowed to perform fingerprint clearances, only government agencies are. Therefore, we request this requirement language be changed to "On an as needed basis, cooperate with the Requesting Agency so they can perform additional security clearance or background checks (such as fingerprinting) beyond the standard background check." Will DoITT agree to such a change?

Answer 24: See "Modifications to the RFP" in this Addendum #2.

Question 25: Will the City consider providing a priority to MWBE submissions?

Answer 25: This procurement is being solicited competitively. While we encourage minority-owned and women-owned businesses to propose, the City will award based on the criteria indicted in Section V of the RFP.

Question 26: Can one response to the RFP be submitted by multiple companies as a joint venture?

Answer 26: The City envisions joint ventures, but not teaming arrangements. Section III.B of the RFP states, "Partnering arrangements to meet the requirements of this RFP are acceptable to the City, provided: 1) that the role and legal relationship between the entities is specified; and (2) that each entity is obligated under the proposal with only one of them being the primary point of contact."

Question 27: Page 20, C. Agency Assumptions Regarding Payment Structure: mentions "performance/outcome based payments for Tier 1 contracts". Could DOITT please clarify whether the payment structure for this contract will be hourly rates, or performance/outcome based payments? If the latter, please advise how DOITT defines performance/outcome based payments with respect to this contract.

Answer 27: The City anticipates that the payment structure of this Contract will be hourly rates for services provided under Task Orders. However, the City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 28: Does the City wish for a replacement turnaround of 2 or 3 days? Page 13 states 3 days, while page 35 states 2 days.

Answer 28: See "Modifications to the RFP" in this Addendum #2.

Question 29: From the response, it seems you wish the background checks to be conducted prior to submitting the candidate for your consideration. If the candidate is not currently an employee, conducting such checks would violate the Fair Chance Act (October 2015). Are we misunderstanding this?

Answer 29: See "Modifications to the RFP" in this Addendum #2.

Question 30: Page 8 – Please explain the difference between Experience and Technical Ability as it relates to scoring.

Answer 30: "Experience" is the quantity and quality of past relevant work; "Technical Ability" is skill in relevant technical fields as conveyed in written materials, interviews, etc.

Question 31: How do I go about getting the open job orders for both contract and permanent from the NYC Department of Information Technology & Telecommunications? Is there a way we can get access to the IT permanent positions that DoITT has? Is there a separate contract for permanent candidates because we would be getting a fee, usually a percentage of the candidates' first yearly salary?

Answer 31: There is at this time no separate solicitation for recruitment-for-hire services. Interested candidates can view our job postings on our website at www.nyc.gov/doitt or the City's official job site www.nyc.gov/jobs.

Question 32: Page 10, what would be the payout for recruitment-for-hire services?

Answer 32: Payment structures and pricing for this service are requested as part of the Price Proposal.

Question 33: You state there may be recruitment-for-hire services requested. Should we price this for DOITT in the response or will this be negotiated at the task order level?

Answer 33: Payment structures and pricing for this service are requested as part of the Price Proposal.

Question 34: Page 10 in the Scope of Services states "At the City's request, the Contractor would also provide recruitment-for-hire services for selected IT positions. In such cases, the outcome of the selection process would be the City's hire of the successful candidate, rather than an assignment to a consulting position." Page 25 of the Technical Volume Evaluation section states: "If the Proposer provides recruitment-for-hire services, describe in detail the Proposer's approach. Include a description of the proposed workflow for the recruitment-for-hire process, specifically addressing the following…(etc.)" Can the City please clarify – Page 10 makes it sound as if the Offeror is required to provide recruitment services, whereas the use of the word "if" in the Technical Volume Evaluation section suggests that an offeror is not required to offer these services. Will Offerors be negatively evaluated if such recruitment services are not offered?

Answer 34: The vendor will be evaluated on its recruitment-for-hire services. See "Modifications to the RFP" in this Addendum #2.

Question 35: On page 10 under the section titled Recruitment, item #6 makes reference to "recruitment for hire". However, we did not see any reference in the pricing for a rate structure, process or provisions related to this. Please clarify the structure of how the City plans to administer recruitment for hire.

Answer 35: Payment structures and pricing for this service are requested as part of the Price Proposal.

Question 36: You state there may be recruitment-for-hire services requested. Should we price this for DOITT in the response or will this be negotiated at the task order level?

Answer 36: Payment structures and pricing for recruitment-for-hire services are requested as part of the Price Proposal.

Question 37: Page 10, Section III.B.3.a.7: The list of activities required for each request for services is lengthy and some of the background activity checks can be time-consuming and expensive. In the case of one-day turnaround placements, in particular, it will be a challenge to complete all of these activities for every candidate prior to referral. Considering the volume of requests traditionally issued by the City, it is also unlikely that in most cases the Primary Vendors will have the required resources already vetted and available locally for immediate placement. Is it the intent of DOITT that in all cases the required background checks be completed prior to candidate submission or may they be completed prior to start of work at the requesting agency site?

Answer 37: See "Modifications to the RFP" in this Addendum #2.

Question 38: From the response, it seems you wish the background checks to be conducted prior to submitting the candidate for your consideration. If the candidate is not currently an employee, conducting such checks would violate the Fair Chance Act (October 2015). Are we misunderstanding this?

Answer 38: See "Modifications to the RFP" in this Addendum #2.

Question 39: Page 10, Section III.B.3.a.6: The Contractor may be required to recruit direct hires for the City under this contract. Four related questions:

1. How will the response to how the Contractor proposes to provide this service be evaluated?
2. Is a separate technical approach required? Are the evaluation criteria (quantity and quality of relevant experience, organizational capability, proposed approach) the same as for placing hourly resources?
3. What provision is there for the Contractor to be paid for such services under this contract?
4. Since the pricing basis for this service cannot be the number of hours worked by the resource, how should we present pricing for this service?

Answer 39: The Proposer's recruitment-for-hire services will be evaluated solely on the topics listed in the recruitment-for-hire bullet points in the Proposed Approach and Proposed Pricing sections of the Proposal, and on the Proposer's responses to these topics. Payment structures and pricing for this service are requested as part of the Price Proposal.

Question 40: Page 10, please clarify what the City wants regarding recruitment-to-hire services. (1) Are you looking for permanent placements with a one-time fee; contract-to-hire placements in which the consultant will be billed hourly with the right to hire; or both? (2) Is there a standard payment schedule the City uses for permanent placements?

Answer 40: Payment structures and pricing for recruitment-for-hire services are requested as part of the Price Proposal.

Question 41: Page 16, Section III.B.3.b.10: This section makes reference to project teams and their preparation. Three related questions:
1. Is it the intention of DOITT that entire project teams will be hired under this contract and that the vendor will have responsibility for deliverables?
2. If so, how does the intent of this contract differ from DOITT's SI vehicle?
3. For clarity regarding the contract scope, will this reference to project teams be removed?

Answer 41: See "Modifications to the RFP" in this Addendum #2.

Question 42: Page 16, Section III.B.3.b.16: Is it DOITT's intention to use this staff augmentation vehicle for deliverable-based work?

Answer 42: The City anticipates payment to be based on hourly rates. However, the Request for Services identifies tasks and deliverables required for each assignment.

Question 43: Page 15, Section III.B.3.b.8: The provisions to control the selection of a specific resource by a Requesting Agency seem unnecessarily permissive. For example, even if a desired candidate has the specific skill set required by the agency or if he or she has worked in a "business environment similar to that of the Requesting Agency within the last 5 years", many other candidates may also meet these requirements and may do so at hourly rates more attractive to the City. Similarly, the existence of an "emergency" is matter of judgment and subject to abuse. Two related questions:

1. Will the City make this section more restrictive?
2. For resources that the City knows of and would like to be used under this contract, will there be rotation among the vendors regarding the assignment of such resources?

Answer 43: See "Modifications to the RFP" in this Addendum #2.

Question 44: Page 20, Section III.C: Please explain the meaning of "outcome based payments for Tier 1 contracts".

Answer 44: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 45: Does this mean that Secondary Vendors will never receive Requests for Services from the Requesting Agencies? Can Primary Vendor share the Requests for Services with Secondary Vendors?

Answer 45: Secondary Vendors are not eligible to respond to Requests for Services from Requesting Agencies. However, Secondary Vendors may become Primary Vendors according to the procedures described in Section III.B.1 of the RFP. Only Primary Vendors are eligible to respond to Requests for Services.

Question 46: Is the Secondary Vendor List really just a waiting list?

Answer 46: Secondary Vendors may become Primary Vendors according to the procedures described in Section III.B.1 of the RFP. Secondary Vendors are not eligible to respond to Requests for Services from Requesting Agencies.

Question 47: Do all the items listed in the bullets in the "Service Approach" section have to be completed prior to submitting potential candidates to a requesting agency? Or do those items only have to be completed for those candidates that are actually selected and approved by the requesting agency to work on the specified project? Specifically I am referring to the completion of a background check, educational credential validation and fingerprinting.

Answer 47: See "Modifications to the RFP" in this Addendum #2.

Question 48: Do all the items listed in the bullets in Section 7 have to be completed prior to submitting potential candidates to a requesting agency? Or do those items only have to be completed for those candidates that are actually selected and approved by the requesting agency to work on the specified project? Specifically I am referring to the reference checks, background check, verification of education, verification of employment history. Verification of employment history and education can sometimes take multiple days or even a week.

Answer 48: See "Modifications to the RFP" in this Addendum #2.

Question 49: Could you please elaborate on what the service credits entail for non-compliance?

Answer 49: See "Modifications to the RFP" in this Addendum #2.

Question 50: If a sub-vendor has both Minority & Women Owned Certifications, can both be included towards the participation goal percentage?

Answer 50: A supplier certified as both Minority Owned and Woman Owned counts as a single M/WBE supplier for the purposes of the vendor's participation goals.

Question 51: Page 11: Section III, Responses to Requests for Services, #15 and Master Services Agreement Section 7.3.2: The RFP and Master Services Agreement state that personnel performing the services "will be employees or independent contractors of the Contractor and will not be employees or independent contractors of the Requesting Agency or the City." This sets up the ability for personnel who are injured on the job to sue the Requesting Agency or the City for damages and not be prohibited for doing so by the workers' compensation exclusive remedy rule, which offers protection against liability suits for all employers. The way around this is to provide, contractually, that only for workers' compensation purposes, but no other purposes, personnel performing services under the contract who are employees of the Contractor are to be considered "general" employees of the Contractor and "special" employees of the client. This contractually limited co-employment arrangement allows both the Contractor and the client protection under the workers compensation rules. Would DoITT agree to include such limited co-employment language in the Master Services Agreement?

Answer 51: The City will not enter into such an arrangement.

Question 52: Page 13, Timesheets/Invoices, #31: Regarding the "Special Audit Procedures for Information Technology Consulting,"

a) Please provide an example of what a "payroll run" would look like.

b) Alternatively, can the pay rate simply be indicated on an invoice?

c) Are vendors also required to provide payroll runs or indicate pay rates (if that is allowed) for any Subcontractor employees on assignments through this contract?

Answer 52: The City requires original documentation of the Hourly Wage Rates (as defined in Appendix D of the RFP) of Consultants with each monthly invoice. Payroll runs are cited in the RFP as an example of such documentation, but any original documentation of Hourly Wage Rates is acceptable. The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP, which are adapted from the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), discuss fringe benefits and other compensation as it relates to the City's requirements.

Question 53: Page 13, Timesheets/Invoices, #31: How will our Maximum Personnel Markup percentage be applied when we are using Subcontractor candidates to fill task orders?

Answer 53: According to the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), the Maximum Personnel Markup is based on the Total Compensation per hour per individual that the personnel will receive for services provided under the Contract, regardless of potential subcontracting layers.

Question 54: I noticed this RFP does NOT have MWBE requirements. Is that generally the case with Task Order contracting?

Answer 54: No, Task Orders are not related to M/WBE requirements.

Question 55: The City stresses the use of MWBEs. Is there an evaluation advantage to being an MWBE?

Answer 55: No.

Question 56: Are we mandated to submit our proposal with a list of potential subcontractors who are M/WBEs certified with the State of NY? Any bonus points for this part? Is it acceptable if we submit proposal without the M/WBE subs and add them later after the award? Does it affect our proposal evaluation?

Answer 56: No list of M/WBE subcontractors is required with the Proposal, and vendors will not be evaluated on the basis of their M/WBE suppliers.

Question 57: We are a certified NYS MBE, are we required to find any WBE's as subcontractors for this RFP?

Answer 57: The Vendor will be expected to document the suppliers in its supplier network that are certified to be minority-owned or women-owned business enterprises. Targets will be agreed upon by the City and each vendor during Contract negotiation.

Question 58: Is there set goals for utilizing minority firms? We understand it will be negotiated at a later date, but is there a standard you have established?

Answer 58: No standard has been established.

Question 59: We are a woman-owned NY business, would we be required to solicit other minority firms to reach these goals?

Answer 59: The vendor will be expected to document the suppliers in its supplier network that are certified to be minority-owned or women-owned business enterprises. Targets will be agreed upon by the City and each vendor during Contract negotiation.

Question 60: Page 21, Compliance with Hire NYC and Reporting Requirements, Compliance with HIRENYC and Reporting Requirements: Does DoITT anticipate that that any entry to mid-level positions will be sourced through the new contract, thus requiring participation in HireNYC?

Answer 60: DoITT anticipates that positions will be sourced through the new contract that will require participation in HireNYC.

Question 61: With respect to this RFP, are there any goals for MWBE participation?

Answer 61: The Vendor will be expected to document the suppliers in its supplier network that are certified to be minority-owned or women-owned business enterprises. Targets will be agreed upon by the City and each vendor during Contract negotiation.

Question 62: Is there set goals for utilizing minority firms? We understand it will be negotiated at a later date, but is there a standard you have established?

Answer 62: No standard has been established.

Question 63: Page 17, Section III.B.3.c: This section does not seem to recognize the Secondary Vendor process described earlier in the RFP. Two related questions:
. When is this termination process followed as opposed to re-designation as a Secondary Vendor?
2. How do the contractors on the Secondary Vendor list integrate with the processes described in this section?

Answer 63: Section III.B.3.c describes the conditions that may lead to termination of a Vendor's contract, and the procedures that will be followed in case of termination. Alternatively, the City may exercise its option to change the Vendor's status from Primary to Secondary Vendor, as described in Section III.B.1.

Question 64: Page 9, Section III.B.2.c: The first paragraph indicates that "The Task Order may also include Service Level Requirements in addition to those specified in the Contract…" In standard usage, the vendor's service level responsibilities under as staff augmentation assignment are generally only to provide a qualified professional for the hours required. Responsibility for sound accomplishment of the project rests with the client organization managers. What service level requirements on individual task orders does DOITT envision?

Answer 64: See "Modifications to the RFP" in this Addendum #2.

Question 65: Page 21E, Minority-based and woman-based supplier utilization. Three related questions:

1. How will Agency MWBE utilization for prime contractors be tracked when utilizing MWBE subcontractors that are on VENDEX?
2. Are there any targets that the City is expecting?
3. Please define and help the vendors to quantify the intention of "vigorously promote."

Answer 65: The Vendor will be expected to document the suppliers in its supplier network that are certified to be minority-owned or women-owned business enterprises. Targets will be agreed upon by the City and each vendor during Contract negotiation.

Question 66: Page 6 legal relationship – can you elaborate what you envision?

Answer 66: The City envisions joint ventures, but not teaming arrangements. Section III.B of the RFP states, "Partnering arrangements to meet the requirements of this RFP are acceptable to the City, provided: 1) that the role and legal relationship between the entities is specified; and (2) that each entity is obligated under the proposal with only one of them being the primary point of contact."

Question 67: Pages 13-14, Timesheets/ Invoices: Regarding the requirement for submitting daily timesheets -

o What is an acceptable narrative description of the daily work for a consultant?
o What are the requirements for a "certification" or signature on a consultant's timesheet by the consultant's supervisor - for example, is a digital signature/ approval by a supervisor acceptable?

Answer 67: The City has no specifications for the narrative descriptions of all work done each day by each identified consultant, other than that they be reasonably detailed and tied to a specific, trackable Contract activity or deliverable. It is left up to each Requesting Agency to decide whether to accept digital signatures.

Question 68: Page 6: How is the cost of additional security and background check will be covered?

Answer 68: Additional background checks needed by Requesting Agencies will be at the vendor's expense. However, we anticipate that such additional background checks will be infrequent.

Question 69: RFP states Contractor must send payroll run when working with sub-vendors. Could you please expand on this? What kind of documentation is acceptable?

Answer 69: The City requires original documentation of the Hourly Wage Rates (as defined in Appendix D of the RFP) of Consultants with each monthly invoice. Payroll runs are cited in the RFP as an example of such documentation, but any original documentation of Hourly Wage Rates is acceptable.

Question 70: Page 9: What is expected minimum task order duration?

Answer 70: There is no minimum task order duration.

Question 71: The RFP mentions that there are different agencies that will utilize the consulting services...could you tell me which City Agencies will be utilizing this program?

Answer 71: All Mayoral agencies can use this contract. The following agencies have used the current contract:
Administration for Children's Services, Business Integrity Commission, Campaign Finance Board, Department of Consumer Affairs, Department of Citywide Administrative Services, Department of Design and Construction, Department of Environmental Protection, Department of Homeless Services, Department of Correction, Department of Education, Department of Finance, Department of Health and Mental Hygiene, Department of Investigation, Department of Information Technology and Telecommunications, Department of Transportation, Department of Sanitation, Fire Department, Department of Housing Preservation and Development, Human Resources Administration, New York District Attorney, Police Department, Office of Administrative Trials and Hearings, Office of Emergency Management, Department of Parks and Recreation, Queens District Attorney, Department of Small Business Services, and Taxi and Limousine Commission.

Question 72: Page 8, Section III.B.2.b.3: This section states that if a Primary Vendor fails to bid a candidate in response to 75% of the requests for services, the vendor may be either re-designated as a Secondary Vendor or have its contract terminated. What are the conditions for being terminated rather than re-designated? Also, at what point will the percentages first be assessed and how frequently will they be assessed?

Answer 72: The Vendor's bid response rate is assessed annually on the anniversary of the Effective Date of the Vendor's contract. A bid response rate of less than 75% is a failure to meet the Contract's Service Level Requirements, and may result in termination of the Contract, designation as a Secondary Vendor, or a lesser penalty, at the City's discretion.

Question 73: page 7, Section III.B.2: One day for response to requests for services seems ambitious even for candidates who are current employees of the company. Assuring that a candidate will be available when needed and would be willing to accept the assignment may take more than that amount of time especially if the project manager is unavailable to receive and act on the request immediately or if the candidate or someone in the approval chain is likewise unavailable. Furthermore, a Requesting Agency could unfairly limit competition and steer work to a particular vendor or candidate through the use of one-day turnaround in subversion of the intent of Section III.B.3.b.8 of this RFP. Will DOITT consider increasing the minimum time for a response to 3-5 days?

Answer 73: Although the City must reserve the right to require one-day and two-day responses to Requests for Services in case of urgent needs, such requests are extremely uncommon.

Question 74: Page 6, Section III.B: Paragraph 1 indicates that the "Task Order will be filed with the Comptroller". Three related questions:
1. Can you please give us estimates of how long it will take from vendor submission of a candidate for the Requesting Agency to select the successful vendor and candidate, and considering the necessity of filing with the Comptroller, how soon after selection the candidate may begin work?

2. What has been Requesting Agency experience under the current iteration of ITCS?
3. Are there any factors of which you are aware that may lengthen or shorten this period under the new iteration of ITCS?

Answer 74: The interval between the vendor's response to a Request for Services and the beginning of work under the subsequent Task Order varies greatly. The average interval is four to six weeks, though the City cannot commit to any time frame. It is impossible to predict any factors that may lengthen or shorten this interval in the future.

Question 75: Page 15, Requesting Agency Rights and Responsibilities, #7: The RFP states that "the requesting Agency will review and evaluate all resumes that were submitted in a timely manner in accordance with the Agency's requisition." What is the typical turn-around time from submission of resumes to Agency request for interviews? Is it correct to assume that the maximum time period would be two (2) weeks since Section 5.3.5 of the Master Agreement states that "candidates must be available for two (2) weeks immediately following Contractor's submission of the Proposal to the requesting Agency…."

Answer 75: Though the Requesting Agency may begin interviews at any time after the submission of resumes, interviews are typically conducted within a week of submission.

Question 76: Page 13, Timesheets/Invoices, #31: Regarding the "Special Audit Procedures for Information Technology Consulting,"
a) Please provide an example of what a "payroll run" would look like.
b) Alternatively, can the pay rate simply be indicated on an invoice?
c) Are vendors also required to provide payroll runs or indicate pay rates (if that is allowed) for any Subcontractor employees on assignments through this contract?

Answer 76: The City requires original documentation of the Hourly Wage Rates (as defined in Appendix D of the RFP) of Consultants with each monthly invoice. Payroll runs are cited in the RFP as an example of such documentation, but any original documentation of Hourly Wage Rates is acceptable. The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP, which are adapted from the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), discuss fringe benefits and other compensation as it relates to the City's requirements.

Question 77: Page 13, Timesheets/Invoices, #32 & 33: In situations where the Requesting Agency utilizes "a City designated application for the purpose of utilization reporting," will DoITT agree to arrange for the Requesting Agency to provide an electronic feed of such time records to the Contractor for use for payroll?
a) In situations where no such City designated application is provided, will DoITT allow Contractors to utilize its own electronic time capture system which would allow Requesting Agency personnel to electronically approve submitted hours?

Answer 77: It is left up to each Requesting Agency to decide how it will receive time records.

Question 78: Page 8: - contractor responses and "no bids" ... "the city may take appropriate action, including changing contractor's status from Primary Vendor to Secondary Vendor..." what process does the City have related to potential disagreement/ dispute of Contractor status assessment? For example - how might the City and Contractor respond if the Requests for Services persistently request candidates with experience/

qualifications AND desired pay rates that do not reflect the conditions of talent available to fulfill the requirements - § May Contractor work with requesting agency to refine/ define the Request for Services?

- o If the Contractor is still not able to source candidates that fulfill the Request for Services, should Contractor provide a "no bid" response?
- o What other process steps should the Contractor follow with regard to protecting its Primary status and providing value for the City?

Answer 78: Before the deadline for the submission of questions, the City will accept feedback from vendors on the viability of Requests for Services, and will amend or withdraw the Request for Service if, in the City's judgment, the Request for Service is not viable. However, the vendor's "no bid" response will be counted as part of its response history if the Request for Services is not withdrawn.

Question 79: When a Request for Services is issued, is there a designated period and/or process for clarifications and questions between the Offerors and Requesters?

Answer 79: Yes, a deadline for the submission of questions is specified when the Request for Services is issued.

Question 80: Page 9, Section III.B.2.c: This paragraph seems to indicate that an assignment can be renewed without limit perhaps in the extreme for the entire career of the assigned resource. Two related questions:

1. Is there a limit on how many times or for how long an assignment might be renewed?
2. If the assignment is renewed beyond the length of the initial assignment, what are the provisions for adjusting the hourly rate?

Answer 80: Task Orders are generally limited to a maximum of two years, but may be extended beyond this limit with the consent of both DoITT and the Requesting Agency. In general, hourly rates remain constant when a Task Order is extended.

Question 81: Can you please explain Tier 2 Better Pricing Offers referenced on page 15?

Answer 81: After all candidates for a particular Request for Services have been evaluated, the Requesting Agency may attempt to renegotiate the Proposed Hourly Bill Rate of the highest-rated candidate with the vendor who proposed the candidate. In order not to affect the rankings of the candidates, "better pricing" offers can be requested only for the highest-rated submission.

IV Format and Content of the of Proposal

Question 82: Performance Based Payment Structure, pg 27: We view this question as being project specific in the absence of deliverables & Scope of work - how do we craft a credible and meaningful response?

Answer 82: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 83: Do you want Contractors to present resumes for each labor category or the job titles included within the labor categories and how many for each?

Answer 83: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 84: Page 4, Section I.C: The RFP specifies that there will be "…financial incentives and/or disincentives". Specifically, what incentives (as opposed to disincentives) is the City offering?

Answer 84: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 85: Page 27 – Please explain in greater detail the objective of performance based payment. This would appear to be better suited for deliverable based projects, not time and materials.

Answer 85: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 86: Is there a page limit for the response? Font requirement?

Answer 86: There is no page limit or font requirement for the Proposal, though the Technical Proposal narrative should be concise.

Question 87: Page 25 (Proposed Approach) (Bullet #9): & Page 75 (Master Services Agreement) (Section 6.2.1): Does DoITT expect that any services provided under this contract will be performed at off-site facilities outside of the United States?

Answer 87: The City expects that, if the Contractor proposes that any Services be performed at a facility outside of the United States, then the Contractor shall include with its proposal external security audit information for review and approval by the City's Chief Information Security Officer.

Question 88: Page 23: "Key staff"- Please confirm that you mean the one who will manage/implement the contract from vendor side (Account manager, finance officer, recruiters…) not the resumes of candidates?

Answer 88: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 89: Page 24: "identify the resources… it is recommended that at least 20 individuals be included…" Do you expect us to submit at sample resumes of the IT/telecom candidates along with our team who will be assigned to manage the Contract?

Answer 89: The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 90: Page 27: Since this is an hourly-based contract, the Contractor has no control over project performance. Should incentives be related to exceeding the City's required Service Level Requirements?

Answer 90: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 91: Page 24 asks for proposers to "Identify the resources that will be assigned to managing the Proposer's performance under the Contract" then states "It is recommended that at least twenty (20) individuals be included, with brief synopses of professional qualifications and experience". Are these "twenty (20) individuals" referring to qualified individuals for the Labor Categories listed in Appendix C (p. 36), or to the managing staff for this contract stated early in the paragraph?

Answer 91: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 92: We are a small Women Own (WBE) business in NYC specializing in Information technology and Telecommunication consulting. Our current staff are all female and 50% minority. We work with numerous large companies but we do not have 20 people on staff can we or should apply for the RPF Citywide Standby Information Technology and telecommunications Consulting Services PIN: 85816P0002?

Answer 92: The inclusion of at least twenty staff members in the Organizational Capability section of the Technical Proposal is a recommendation, not a requirement. However, the Proposer's organizational capability, as indicated in its response to all items in this section, will be scored and evaluated in accordance with the Evaluation Criteria in Section V of the RFP. See "Modifications to the RFP" in this Addendum #2.

Question 93: Who or what are considered Key Personnel? What is the minimum number of Key Personal required for submission?

Answer 93: There is no minimum number of staff requested in Section IV.A.2.b, but it is recommended that at least twenty (20) individuals be included. See "Modifications to the RFP" in this Addendum #2.

Question 94: If we have subcontractors, do their references/past performance count toward the three (3) required to be submitted in the solicitation? In other words, must the prime offer all three (3) references and past performance? Are subcontractors also required to submit references/past performance? If so, how many?

Answer 94: Three references are required for the Proposer, and three for each subcontractor.

Question 95: Section IV A2a (Experience) Bullet 5 vs. Section IV A2b (Organizational Capability) bullet point 3 – can you clarify the difference?

Answer 95: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 96: Page 24 - In the "Identify the resources that will be assigned to managing the Proposer's performance under the Contract" bullet, it states that: "It is recommended that at least twenty (20) individuals be included, with brief synopses of professional qualifications and experience." Are you asking firms to provide the names of 20 of their own staff members that will manage the contract and the candidates that are supplied to the Requesting Agency? Or are you asking for a list of 20 candidates that could be submitted to the Requesting Agencies as potential candidates for the actual project work?

Answer 96: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 97: Page 24: The 3rd major bullet requests that "brief synopses" be provided for at least 20 individuals. Please confirm that you do not require full resumes for these people.

Answer 97: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 98: Page 24: The 3rd major bullet requests that the staffing roster include "level of effort" for available staff. Please explain what is meant by "level of effort" in this context.

Answer 98: See "Modifications to the RFP" in this Addendum #2.

Question 99: Page 24: If you are looking for 20 staff members of the firm, how can most SBE and MBE firms provide amount of names to you as most of them do not employ 20 staff members? Most SBE / MBE firms do not employ that much staff.

Answer 99: The inclusion of at least twenty staff members in the Organizational Capability section of the Technical Proposal is a recommendation, not a requirement. However, the Proposer's organizational capability, as indicated in its response to all items in this section, will be scored and evaluated in accordance with the Evaluation Criteria in Section V of the RFP. See "Modifications to the RFP" in this Addendum #2.

Question 100: Page 24: The 5th major bullet requests number of "staff who would support projects under the Contract and are in the New York Tri-State Area (NY, NY and CT)". Please confirm that this means the Proposer's management and recruiting staff as opposed to consulting staff.

Answer 100: This refers to Proposer's full-time employees who could be assigned to Task Order projects.

Question 101: Is the paragraph below asking for technical resources we currently have that could be submitted for the labor categories contained in the RFP? "Identify the resources that will be assigned to managing the Proposer's performance under the Contract. In particular, provide a project staffing roster and position descriptions (i.e., roles/ responsibilities), including the associated labor categories and level of effort, consisting of individuals currently available for the Proposer to assign to projects if the Contract were in existence as of the Proposal Due Date. It is recommended that at least twenty

(20) individuals be included, with brief synopses of professional qualifications and experience"

Answer 101: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 102: Our firm has certified financial statements available and we will submit them in full for the proposal; however, we would like to submit an additional, redacted copy of the proposal for public dissemination to protect confidential financial information. Is this acceptable?

Answer 102: The City requires a copy of the Proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available.

Question 103: Page 24, Section IV.A.2.b, Organizational Capability: In Bullet #3, please clarify exactly what DoITT is looking for in this section: The first sentence asks us to "identify the resources that will be assigned to managing the Proposer's performance under the Contract," but then goes on to state "In particular, provide a project staffing roster and position descriptions (i.e. roles/responsibilities), including the associated labor categories and level of effort, consisting of individuals currently available for the Proposer to assign to projects if the Contract were in existence as of the Proposal Due Date." This seems to mix up two types of employees. The first portion seems to relate to what was asked for on Page 23, under Experience/Bullet #4, where the RFP states "…Attach…for each key staff position (in relation to the Contract, not in relation to particular projects that may be assigned under the Contract…..) a resume and/or description of the qualifications that will be required." The second portion seems to be asking for at least twenty brief professional synopses of consultants we have available to provide through the contract to various Requesting Agencies.

a) Please confirm our assumption is correct that two types of employees (in house staff and consultants) need to be provided in response to this section. This clarification is also necessary since B. Proposal Package Contents ("Checklist") indicates the need for "resumes and/or Description of Qualifications for Key Staff Positions," but does not mention providing information on consultants.

b) If consultant information is required, please confirm that resumes are not necessary and that brief biographical synopses will suffice.

c) Please consider rephrasing this question to not ask for in-house staff since that is already asked for in Bullet #4.

Answer 103: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 104: Page 26, (Price Proposal) (Performance-Based Payment Structure): This is the first time we have seen such a request. Would DoITT provide some examples of what it is looking for in this section? For example, provide the Performance-Based Payment Structures made a part of the current contract for services that is expiring.

Answer 104: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service

Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 105: Do you require, as part of the RFP, the Price Proposal to be sealed in a separate envelope? In other words, do you require the Technical and Price Proposals submitted separately?

Answer 105: Response: Yes.

Question 106: Page 23, Section IV.A.2.a Bullet 4: Please clarify this bullet. What is meant by "...a brief statement describing the relationship between the Proposer or proposed subcontractor...". Also are 3 references required for the Proposer and for every proposed subcontractor?

Answer 106: The Proposer must give a brief description of the relationship between the Proposer and each of its references, or the subcontractor and each of its references. Three references are required for the Proposer, and three for each subcontractor.

Question 107: We are a small Women Own (WBE) business in NYC specializing in Information technology and Telecommunication consulting. Our current staff are all female and 50% minority . We work with numerous large companies but we do not have 20 people on staff can we or should apply for the RPF Citywide Standby Information Technology and telecommunications Consulting Services PIN: 85816P0002?

Answer 107: The inclusion of at least twenty staff members in the Organizational Capability section of the Technical Proposal is a recommendation, not a requirement. However, the Proposer's organizational capability, as indicated in its response to all items in this section, will be scored and evaluated in accordance with the Evaluation Criteria in Section V of the RFP. See “Modifications to the RFP” in this Addendum #2.

Question 108: Page 27 talks about Performance Based Pay Structure – can you explain how this relates to staff augmentation?

Answer 108: The City asks the vendor to propose a performance-based payment structure for outcomes related to the Tier 1 contract (for instance, meeting or failing to meet Service Level Requirements),not for the outcomes of the work that will be specified in Task Orders.

Question 109: Page 27 Proposal Package Contents – under Technical Proposal, please explain exactly what items from Proposal Format section should be included in the Narrative?

Answer 109: The Technical Proposal Narrative is where Proposers should address all the bullet point topics in the three sections of the Technical Proposal (Experience, Organizational Capability, and Proposed Approach).

Question 110: Page 29, Section V.B – The evaluation Criteria indicates the following:

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 35%
- Demonstrated level of organizational capability. 35%
- Quality of proposed approach. 30%

Answer 110: Please explain how pricing is evaluated and weighted.

Price is considered but not scored. Section V.A of the RFP describes the role of pricing in the evaluation process.

Question 111: Page 26, 3.a. Proposed Pricing, please clarify the type of volume discount the City wishes to see. Do you prefer discounts based on the number of total consultants placed under this contract or the total dollar amount? Or a combination?

Answer 111: The City is asking the vendor to propose volume discounts in any manner it sees fits. Examples would be discounts tied to the number of Task Orders or the total contract spend.

Question 112: 2.a, 2.b, Two areas of the proposal format ask for key personnel resumes:

- 2.a asks for "for each key staff position (in relation to the Contract….a resume and/or description of the key qualifications…."
- 2.b asks for "the resources that will be assigned to managing the Proposer's performance under the Contract. In particular, provide a project staffing roster and position descriptions, including the associated labor categories…."

Our understanding is that section 2.a should include the profiles of our key contract management personnel, while section should include profiles of 20 potential staff we could provide to fulfill Agency requirements. Is this correct? If not, please clarify the requirements and the difference between the two sections.

Answer 112: The bullet point in Section IV.A.2.a asks for resumes of key personnel, or descriptions of qualifications for positions not currently filled. The bullet point in Section IV.A.2.b asks for qualifications for full-time employees available for Task Order assignments. See "Modifications to the RFP" in this Addendum #2.

Question 113: Paragraph A2.a (Experience) - If the Contract has the potential duration of 3 years, how can any firm certify that their key staff for the Contract will stay on for 3 years? Employees can choose to leave the employ of their firm with as little as 2-weeks' notice. Wouldn't a 3-year certification be meaningless?

Answer 113: The City requires that the staff position be assigned for the duration of the Contract, regardless of personnel changes.

Question 114: Paragraph 3a (Price Proposal), Does a vendor have to submit a Proposed Maximum Hourly Wage Rate for all 15 Labor Categories? Or can a vendor submit a Proposed Maximum Hourly Wage Rate for a select subset of the
15 Labor Categories? - For example, can a vendor only submit rates for 2 individual Labor Categories, "#3 Projects Manager III" and "#5 Analysts II"?

Answer 114: Proposers must submit rates for all labor categories.

Question 115: If we don't have audited financial reports, can we submit our financial report AND our Duns & Bradstreet reports?

Answer 115: DoITT requires the vendor's latest audit report or certified financial statement or a statement as to why no report or statement is available.

Question 116: Page 24: of the solicitation states: "Attach a copy of the Proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available." Does the city require an audit report covering the last full year (i.e. 2014) or will the city accept a report including 2015 numbers as well? If the 2015 numbers have not been officially audited yet, is it acceptable to include the 2015 projections? As a Minority-Owned Woman-Owned Small Disadvantaged Business (WOSDB), the Federal

Government only requires us to provide financial statements reviewed by an independent third party. Is this acceptable (reviewed financial statements) in lieu of audited financial statements?

Answer 116: DoITT requires the vendor's latest audit report or certified financial statement or a statement as to why no report or statement is available.

Question 117: Page 26 (Price Proposal) (Proposed Pricing, Bullet #4): This section asks the Proposer to detail recruitment-for-hire services if they can be provided.
a) Is it the intention of DoITT that permanent recruitment services will be required under this contract?
b) The price proposal requests the pricing structure for recruitment-for-hire services. Will such fee apply in cases where a consultant, provided through this contract is converted to a full time NYC employee after first working through the Contractor?

Answer 117: The vendor would perform recruitment-for-hire services only at the City's request. Other than when the City makes use of recruitment-for-hire services that might be offered by the Contractor, the City is under no obligation to pay recruitment or hiring fees should any consultant be hired as a City employee.

Question 118: Page 26, is there a specific format desired for pricing increases? Does the City intend that the hourly wage rate would increase, while the standard maximum personnel markup remains the same across years?

Answer 118: The Proposer may use any format to specific rate increases during the term of the contract, as long as the format contains Maximum Hourly Wage Rates and a Maximum Personnel Markup. The City's preference would be that the Personnel Markup remain the same from year to year.

Question 119: Page 24 (Proposed Approach): This section asks the respondent to "Take into consideration the size of the City of New York, as well as the critical nature of Requesting Agencies' possible needs…" To provide non-incumbents sufficient information to answer this question, please provide data on the types of skill sets required and the annual spending of the current contract, and provide a breakdown of the spending by type of skill set.

Answer 119: Appendix C gives a non-comprehensive list of job descriptions. Information on spend by skill set is not available. Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 120: Page 26, Section IV.A.2.c Third second-level bullet on page: What is meant by "contract utilization" how does it differ from the current consultant list included in the first second-level bullet on the page? Does it simply refer to which Requesting Agencies we have placements with or is it seeking something else?

Answer 120: Contract utilization is a measure of the number of Task Orders and the value of each Task Order awarded under the Master Contract.

Question 121: Page 27, Section IV.A.3.a Paragraph 2 on Page 27: This paragraph states that the rates we propose should be our best and final rates. However, the first bullet in this same section on Page 26 indicates that the Hourly Bill Rates "may be subject to negotiations". Please clarify.

Answer 121: Any negotiations that the City may initiate with regard to Hourly Bill Rates will take place only with the highest-rated Proposers after Proposals are evaluated. The rates in the Price Proposal will therefore be the rates upon which the Proposal will be evaluated.

Question 122: Will City Agencies intend on having permanent placement opportunities? If so, will it count towards Contractor's metrics?

Answer 122: As implied by the City's wish for Recruitment-for-Hire services, the City may use the Contracts resulting from this RFP to make permanent placements. However, use of the Vendor's Recruitment-for-Hire services will not affect the Vendor's metrics.

Question 123: Pages 24 & 36 - The list of Labor Categories in Appendix C breaks down the desired experience levels by 2+, 4+, 8+, and 12+ years. However, the "Organizational Capability" requirements ask for a breakdown of placements into 0-3, 3-5, and 5+. Is this correct, or would the City prefer to see the breakdown according to experience levels of 2+, 4+, 8+ and 12+?

Answer 123: See "Modifications to the RFP" in this Addendum #2.

Question 124: On page 24 of the proposal is asks "Provide the number of IT placements that the Proposer has done in the last three (3) years" (A. Proposal Format 2.Technical Proposal b. Organizational Capability). Would the DoITT also consider evaluating the number of IT submissions and number of IT requirements worked on during this period?

Answer 124: The City is satisfied at this time with the criteria established in the RFP.

Section V - Proposal Evaluation and Contract Award Procedures

Question 125: Page 29, Section V.B – The evaluation Criteria indicates the following:

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 35%
- Demonstrated level of organizational capability. 35%
- Quality of proposed approach. 30%

Please explain how pricing is evaluated and weighted.

Answer 125: Price is considered but not scored. Section V.A of the RFP describes the role of pricing in the evaluation process.

Appendix B – Service Level Agreements

Question 126: What are some of the issues/concerns DOITT is having with its current incumbents?

Answer 126: Appendix B (Service Level Agreements) reflects issues that the City has had with Vendors in the past.

Question 127: Page 35 - One of the metrics of the SLAs is Onboarding Timeliness.
a) What is the typical length of time from submission of a task order to the actual start date for a consultant?
b) Is the length of time from submission to starting an assignment in any way affected by the fact that task orders are not effective until registration by the Comptroller (Page 71, Section 5.4.2, Task Orders)?
c) If there is a delay by a City agency or the Comptroller, how can the Contractor be held responsible in terms of SLAs for delays over which it has no control?

Answer 127: Vendors will not be held accountable for delays by a City agency or by the Comptroller. See "Modifications to the RFP" in this Addendum #2.

Question 128: Page 35, Appendix B: "Candidate availability for interviews: % of instances where candidates are available for interviews with the Requesting Agency for all of the interview dates specified in the Service Request." 90% seems a very high target considering that the candidate may have another work assignment. If a Requesting Agency says that interviews will be conducted during the Week of X, it is unreasonable to expect that the candidate could be available from 9-5 all 5 days. Could the target be lowered or the definition be reworked to indicate that the candidates should be available for a telephone or in-person interview at a mutually agreed upon time?

Answer 128: The City attempts to be flexible in scheduling interviews with candidates, but it requires that submitted candidates be generally available during the interview times specified in the Request for Services.

Question 129: Page 35 – Would you consider a metric that demotes a prime to a secondary vendor if that vendor continuously submitted a different candidate than the one that actually does the interview and/or shows up for the job?

Answer 129: The City is satisfied at this time with the metrics given in the RFP.

Question 130: Page 35, Appendix B: The last 3 metrics in the table are based upon placements and would seem to require a minimum number of placements to be valid measures. For example, if a vendor has had one resource removed for performance, it will be impossible to meet the performance removal SLA if that vendor has had 33 or fewer placements. Two related questions:
1. Could placement thresholds be established for these metrics?
2. Alternatively, could SLA's vary based upon the number of total placements?

Answer 130: At this time the City wishes to maintain these metrics without modification but will reopen the discussion during contract negotiations if appropriate.

Appendix C – Labor Categories

Question 131: The RFP gives titles and description of the different roles but what I don't see are the skills sets that are required for these positons (this information will help me price out pay rates) do you have a list of the skill sets for each role?

Answer 131: In creating the labor categories for this solicitation, the City has opted for broad categories that might in some cases encompass a number of different skill sets. The descriptions of each labor category in Appendix C of the RFP provide information about the required level of experience and a general description of the skills required, and the

lists of job titles in the third column of the table in Appendix C are intended to show the range of particular skill sets that each labor category comprises. The City understands the challenge of specifying pay rates for such broad categories, and expects Proposers to understand that the rates specified in this Tier 1 competition, if agreed upon by the City, will function as a cap for rates in Tier 2 competitions, where skill sets will be specified in much greater detail.

Appendix D – Definitions

Question 132: Please confirm your reference to Tier 1 relates to the Vendor Selection Process and your reference to Tier 2 relates to the candidate selection process.

Answer 132: Yes. See Appendix D - Definitions of the RFP for the descriptions of "Tier 1" and "Tier 2".

Question 133: On pg. 8, item b.2 makes reference to Primary and Secondary vendors. Please supply a definition of the differences between and Primary and Secondary vendor, specifically as it relates to new Task Order requests from City agencies.

Answer 133: Both terms are discussed in Section III.B.1 of the RFP, and defined in Appendix D of the RFP. Only Primary Vendors are eligible to respond to Requests for Services from Requesting Agencies.

Question 134: Page 39, please clarify the definitions of the following: Hourly Wage Rate; Personnel Markup; Total Compensation vs. Page 58: (Master Services Agreement, Article 1.1). Please explain what is meant by this definition in situations where a subcontractor's Consultant is assigned to a Task Order. In that situation, the Consultant will receive no compensation from the Contractor for services provided under the Contract; instead, the Consultant will receive compensation from the Sub-Contractor. The Sub-Contracting firm, however, will receive compensation per hour from the Contractor for the services its employees provided under the Contract. Therefore, in sub-contracted situations:

a) Is the hourly wage rate the amount paid by the Contractor to the Sub-Contracting firm? or

b) Is the hourly wage rate the amount paid by the Sub-Contracting firm to the Consultant, irrespective of the amount paid to the Sub-Contracting firm by the Contractor?

c) The same question applies in subcontracted situations to the definition of "Personnel Markup."

i. Is it the percentage increase between the price charged to the City and the total compensation paid by the Contractor to the Subcontracting firm? or

ii. Is it the percentage increase between the price charged to the City and the total compensation paid by the Subcontractor to their Consultant?

Answer 134: The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP are adapted from the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), which can be read at http://comptroller.nyc.gov/wp-content/uploads/2014/05/Directive31.pdf. The Hourly Wage Rate is the amount received by the consultant, irrespective of the amount paid to the subcontracting firm by the Contractor. The Personnel Markup is the percentage increase between the price charged to the City and the Total Compensation per hour

per individual that the personnel will receive for services provided under the Contract, regardless of potential subcontracting layers.

Appendix E – Insurance

Question 135: "The Contractor shall provide the DoITT with evidence of insurance covering all owned, non-owned, and hired vehicles to be used in connection with this Agreement." As our firm does not currently own or lease any vehicles, our insurance provider cannot offer us an "all-auto" policy; we are only able to be insured for non-owned and hired autos. Will the City accept an affidavit stating this, and affirming that we will promptly obtain the required owned vehicle insurance if we should begin to use owned or leased vehicles in performance of this contract? This language has proven acceptable to the State of New York in the past for the OGS PBITS contract.

Answer 135: Yes, such an affidavit is acceptable.

Appendix F - Template 4 - ITCS Consultant Services Task Order

Question 136: Page 51, Template 4, Tasks and Deliverables Section: Staff augmentation contracts are traditionally "hourly based" and not "deliverables based". Two related questions:

1. Is it DOITT's intention to use this staff augmentation vehicle for deliverables-based work?
2. If not, will DoITT remove references to "deliverable based" or "project work" throughout the RFP to clarify the staff augmentation contract scope?

Answer 136: The Request for Services identifies tasks and deliverables required for each assignment, but the City anticipates that assignments will be based on hourly rates for services provided.

Question 137: Page 53, Template 5 - It appears that this form is meant to feed the metric of Overall Satisfaction. How will the various data points on this template be converted to the single Overall Satisfaction metric that is to be assessed against the "90% satisfied" SLA?

Answer 137: In general, a satisfactory consultant score is an average of 3 or higher across all performance categories for an assignment, though other factors may be considered in exceptional cases.

Appendix G - Template Contract

Question 138: Subsection 5.3.6, Page 69: Vendors will incur substantial cost for compliant submissions (finger print based check alone costs $85, tax payments, military records); this process will easily consume 2 weeks. We will request that NYC considers some of these checks to be conducted only after a candidate is selected to reduce overall cost for the vendors (which is ultimately borne by NYC); this will make the process more responsive.

Answer 138: See "Modifications to the RFP" in this Addendum #2.

Question 139: Mark-up for Independent Contractors – The overhead for independent contractors is typically less than for employees. Would the City be willing to change the Cost Proposal format to accommodate this?

Answer 139: This contract is subject to the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), which mandates that Hourly Wage Rates and Personnel Markups be provided to the City. The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP, which are adapted from Directive 31, discuss fringe benefits and other compensation as they relate to the City's requirements.

Question 140: Page 84 (Attachment B1, Billing and Invoicing, #1): On page 13, Timesheets/Invoices, #30, the RFP states that invoices are to be submitted directly to the Requesting Agency. In Attachment B1, it states that invoices should be sent to DoITT Administrative Offices, Attention: Audits and Accounts Unit. Which statement is correct?

Answer 140: See "Modifications to the RFP" in this Addendum #2.

Question 141: Page 84 (Attachment B1, Billing and Invoicing #7): Can we assume that the requirements of Item #7 do not apply, as this is not a deliverables contract?

Answer 141: The City does not anticipate that work under this Contract will be provided on a fixed-price basis.

Question 142: Page 64 (Section 4.2 Hourly Labor Work, 4.2.3 (iii)): This section contains a provision that "Consultant time sheets include a lunch hour as required by Section 162 of the NYS Labor Law." That section requires that a meal break be provided, but does not require that such meal break be one hour.

a) Is DoITT requiring that a full hour be taken for lunch?
b) If not, will it replace "lunch hour" with "meal break"

Answer 142: See "Modifications to the RFP" in this Addendum #2.

Question 143: Page 63 – Appendix G - 4.1.6 - Most Favored Customer- This is difficult for vendors to honor because rates (i.e. based upon Economic Research Institute (ERI) data/Dept. of Labor) differ by geographic region and contract vehicles have different terms that drive different rates structures. Three related questions:

1. Please confirm that the provision is necessary for this contract.
2. If so, is it understood by DoITT that "Most Favored Customer" terms can only be honored when the terms and conditions of the other contracts are the same?
3. And if so, please provide further information as to details to be provided in writing by vendor relating to the annual certification?

Answer 143: See "Modifications to the RFP" in this Addendum #2.

Question 144: Page 62 (Article 4, Payment, 4.1.1)- This section indicates that the "City will not make any payments to Contractor for those portions(s) of the Term and Renewal (if applicable) when Contractor has been designated as a Secondary Vendor." However, Section 3.4.3 indicates that "Task Order(s) shall survive Contractor's designation to Secondary Vendor, and Contractor shall continue to be bound by such Task Order(s)." Does DoITT expect Contractors demoted to Secondary (page 8 of 9) Vendors to continue to provide Consultants on pre-existing Task Orders but be unable to bill the City for those services?

Answer 144: See "Modifications to the RFP" in this Addendum #2.

Question 145: Page 64 (Section 4.3, Labor Laws): Given this Agreement is strictly for IT Consultants, does the City foresee any assignments/job titles falling under the NYS Prevailing Wage Laws?

Answer 145: The City does not foresee any assignments being subject to New York State Prevailing Wage laws, but it remains the Contractor's obligation to ensure compliance with the law.

Question 146: Page 68 (Section 5.3 a Request for Services, 5.3.4 Consultant-to-Hire Positions): This section indicates that except in instances where "Other than when the City makes use of recruitment-for-hire services that might be offered by the Contractor, Contractor is not entitled to a finder's fee, commission or any other form of remuneration."

a) Does this mean that the City may issue a Request for Services and select a Consultant to be assigned to a Task Order but then decide that they want to hire them onto the City's payroll immediately, rather than treat them as a Consultant through the Contractor, and that there would be no obligation to pay a fee since the order was not listed as a recruitment for hire position? This would seem to be unfair to the Contractor and we ask DoITT to revise these terms.

b) Does this mean that during the term of a Task Order or after it is expired that the City may hire the Consultant onto the City's payroll directly with no obligation to pay a fee since the original Request for Services was not listed as recruitment-for-hire position? This would seem to be unfair to the Contractor and we ask DoITT to revise these terms.

Answer 146: Under past and current staff augmentation contracts established by the City, the City is under no obligation to pay recruitment or hiring fees should any consultant be hired as a City employee. This RFP retains these terms, but adds recruitment-for-hire services.

Question 147: On pg. 9, item c there is a reference made to Service Credit. Please supply a definition of a typical Service Credit the City would include in a Task Order Service Level Requirement.

Answer 147: See "Modifications to the RFP" in this Addendum #2.

Question 148: Page 79 (Section 10.2; 10.5, Service-Level Requirement and Service Credits): The Agreement states that Contractor will need to provide the City with a Service Credit if it fails to meet applicable SLRs. Since no details are provided in the RFP, please provide examples of SLR deficiencies that would require Service Credits and the dollar amounts of such Service Credits.

Answer 148: See "Modifications to the RFP" in this Addendum #2.

Question 149: Page 61 (Section 2.3.3, Default): The Agreement states "If the City terminates this Agreement in whole or in part, it may acquire..."

a) Please detail what the City considers "in a manner appropriate the City deems appropriate", as this protection seem overly broad in the City's favor.

b) Does the clause just apply to any active task order the vendor holds at the time of termination that is ended or does it also apply to future task orders filled by successor vendors during the remaining term of the contract work? For

instance, with this wording, it seems that the City could cancel a vendor's contract after year one and still charge a vendor for the difference between the cancelled vendor's pricing and that of the successor vendor on future task orders as well.

c) Does this mean that if a primary vendor is moved to be a secondary vendor, and if the replacement primary vendor's pricing is higher, that for the remainder of the contract term the replaced primary vendor will be obligated to make up the difference in the price paid by the City for the services of the new primary vendor for every hour of service performed until the end of the contract term?

Answer 149: a) See "Modifications to the RFP" in this Addendum #2.

b) and c) Section 2.3.3 of the Agreement applies only to task orders active at the time of the Vendor's termination or designation as a Secondary Vendor, not to Task Orders undertaken by successive vendors.

Question 150: Page 72 (Section 5.4.6, Task Orders): The Agreement states that "Contractor must provide the Consultant(s) who were offered to and selected by the Requesting Agency at the agreed-upon rate(s)." We ask that the following clause be added to the end of that sentence: "so long as the Requesting Agency meets the start work date for the project that was designated in the corresponding Task Order." While we will make every effort to provide the selected Consultant if the start date changes, we should not be held responsible for a change in start date that we do not control.

Answer 150: See "Modifications to the RFP" in this Addendum #2.

Question 151: Page 73 (Section 5.6.2, Timesheets and Invoices): The Agreement states "Consultant Timesheets must be submitted at the frequency specified in the Task Order." Please note that, by law, we must pay people no later than every two (2) weeks. Thus, the maximum pay cycle needs to be two (2) weeks on any Task Order, although one (1) week is the industry standard and preferred method.

Answer 151: See "Modifications to the RFP" in this Addendum #2.

Question 152: Page 75 (Section 6.1, Acts/Omissions of Contractor): The statement "Contractor is fully responsible to the City for the acts and omissions of all Contractor personnel" seems overly broad and opens the vendor to liability they may have no control over. Since the vendor is not on-site and not providing supervision of the work, how can it be held responsible for all employee acts and omissions? At the very least, it would seem that DoITT should only hold the vendor responsible for "negligent" acts and omissions of the employee. Would DoITT agree to alter this section in this way?

Answer 152: The Contractor is fully responsible to the City for all Contractor personnel's acts and omissions that are not directed by the City.

Question 153: Page 77 (Section 7.3.2, Status of Candidates and Consultants): Would DoITT agree to alter this section by adding the word "negligent" in front of "acts"

Answer 153: The Contractor is fully responsible to the City for all Contractor personnel's acts and omissions that are not directed by the City.

Question 154: Article 4, "Payment" - in section 4.1.9 describes a minimum of 90 days payment cycle from submission of Contractor invoices. What are the expected payment terms for invoices submitted by the Contractor to Requesting Agencies of the City? What is the City's overall payment performance against properly submitted invoices over the last year - average, maximum, minimum?

Answer 154: Payment cycles are dependent upon a number of different factors and vary from contract to contract. See Section 4-06 of the City's Procurement Policy Board Rules for the City's Prompt Payment policy.

Question 155: Question: Page 64, (Section 4.2, Hourly Labor Work, 4.2.2): It is our understanding that this contract is strictly to provide IT staff augmentation services to City Agencies, in which scenario vendor IT consultants will work onsite on Agency projects at the Agency locations providing hourly consulting support under the direct supervision of Agency project managers. Further, the Agency will provide the workspace and necessary equipment/support to complete their assignment. If this is true:

a) Would there ever be a need for travel, and meals and lodging associated with travel, during the course of an assignment? If the answer is yes, will the City agree to reimburse vendor for such expenses as a pass-through at cost, as there is no way to anticipate or estimate such expenses at this time.

b) Will any Requests for Services through the term of the Agreement be based on a fixed price? Again, given that the RFP is for staff augmentation on an hourly basis, it seems that fixed price deliverables of projects (based on time and materials) should not be part of this agreement.

Answer 155: a) The City attempts to establish the terms of the consultant's employment to the best of its knowledge in the Request for Services. However, the vendor may not bill the City for the consultant's expenses related to the work engagement. b) The City anticipates that all assignments will be based on hourly rates for services provided.

Attachment C – Price Proposal Form

Question 156: When it comes to Attachment C- Price Proposal Form, I know that you break down the job descriptions into Labor Categories but how about technical skill sets? Especially when it comes to Programmers the different types of Languages and Databases may differ in establishing the price ranges. We can take into account the latest new technologies & rare ones which we can factor that into the rate range but I wanted to see if you could give us a general understanding of the types of Programmers etc. that you tend to hire for in the different agencies? That will enable agencies to have a more cost effective and precise rate range.

Answer 156: In creating the labor categories for this solicitation, the City has opted for broad categories that might in some cases encompass a number of different skill sets. The descriptions of each labor category in Appendix C of the RFP provide information about the required level of experience and a general description of the skills required, and the lists of job titles in the third column of the table in Appendix C are intended to show the range of particular skill sets that each labor category comprises. The City understands the challenge of specifying pay rates for such broad categories, and expects Proposers to understand that the rates specified in this Tier 1 competition, if agreed upon by the

City, will function as a cap for rates in Tier 2 competitions, where skill sets will be specified in much greater detail.

Question 157: In case of usage of multiple levels of subcontractors, is the expectation of the city that the margin will be calculated as the percentage difference between the take-home pay rate of the assigned consultant (irrespective of the billing rate between the various subcontractors involved), and the billing rate to the respective NYC agency. OR is it limited to the percentage difference between the billing rate to the NYC agency, and the rate paid to the subcontractor by the prime contractor.

Answer 157: According to the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), the Maximum Personnel Markup is based on the Total Compensation per hour per individual that the personnel will receive for services provided under the Contract, regardless of potential subcontracting layers.

Question 158: Please indicate how DoITT intends to use the 'Standard Maximum Personnel Markup:" for proposal evaluation purpose. This factor varies a lot depending on the type of company (pure staffing companies have no overheads, versus full services IT services company have bench time, training and professional development, apart from other benefits such as 401K, paid time off, bench pay etc.).

Answer 158: The Personnel Markup is required by the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting). Price is considered but not scored. Section V.A of the RFP describes the role of pricing in the evaluation process.

Question 159: The Price Proposal requests a Standard Maximum Personnel Markup based on hourly wage rate. However, the RFP does not require that placements be W-2 employees, implying that some placements will be 1099s for whom the wage rate structure is different. Please clarify whether the markup should assume W-2s or 1099s?

Answer 159: The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP, which are adapted from the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), discuss fringe benefits and other compensation as it relates to the City's requirements.

Question 160: What are the current not-to-exceed bill rates for each job title broken down by vendor?

Answer 160: See ATTACHMENT II – ITCS VENDOR RATES (7/1/2015-6/30/2016) to this Addendum #2.

Attachment I – Paid Sick Leave Rider

Question 161: Can the Contractor bill the City Agency for consultant's earned and used paid sick leave? If so, would you expect us to bill at a reduced rate?

Answer 161: No.

Question 162: We provide Office Staff not IT & Telecommunications. But, we could be a potential Certified M/WBE subcontractor, by payrolling staff, thus I would like to speak with potential bidders. Can you please provide a list of companies that download the RFP or submit questions to you? OR, could I submit our contact info via the question forum so that possible bidders can reach out to us as a potential sub?

Answer 162: See Attachment I to this Addendum #2.

Question 163: The current ITCS contract has 10 prime vendors, is it the City's intent to reduce the number of prime contractors to three (3) with two (2) secondary contractors?
Answer 163: The City's goal is to establish at least three contracts with Primary Vendors.

Question 164: Are bidders allowed to bid in just one job category (project management), or are they mandated to bid in all categories?
Answer 164: Proposers must submit rates for all labor categories.

Question 165: While we do not provide the consulting services addressed in the RFP, we do provide the software solution the City will need to effectively manage the selected contractors. (It) enables a seamless [name redacted] process for your contractor workforce, and will be instrumental in the success of DoITT's overall program. (Should we still propose?)
Answer 165: Only proposals addressing the services requested in the RFP will be deemed responsive and evaluated.

Question 166: What are the attachments required to be signed and submitted?
Answer 166: The Proposer should submit the attachments listed in the Proposal Package Contents section (Section IV.B of the RFP). See "Modifications to the RFP" in this Addendum #2.

Question 167: Would the City have interest in exploring a unique (non-staffing firm), third-party payrolling provider as an ideal alternative to staff augmentation vendors (in an effort to avoid high mark-ups by agencies)?
Answer 167: Only proposals addressing the services requested in the RFP will be deemed responsive and evaluated.

Question 168: If bidder are mandated to bid in all categories, to allow smaller size MBEs to better compete, could you please consider allowing bidders to bid in just one category (similar to a current RFP by the MTA)?
Answer 168: Proposers must submit rates for all labor categories.

Question 169: Do you have a specific resume format for the candidate for the specified position titles?
Answer 169: The City does not have a preferred resume format. See "Modifications to the RFP" in this Addendum #2.

Question 170: Is this contract for IT/Telecom staff augmentation services only?
Answer 170: Yes.

Question 171: Will you share the names of the companies the NYC DoITT has contracted for this scope of services (in the past)?
Will you be providing the list of current tier 1 suppliers or bidder so that smaller MBE could contact them to explore tier 2 bidding and relationships?

Answer 171:

Computer Task Group, Inc.
Comsys Information Technology Services, LLC
Currier, McCabe and Associates, Inc.
GCOM Software, Inc.
Kforce, Inc.
PSI International, Inc.
PruTech Solutions, Inc.
Rangam Consultants, Inc.
Trigyn Technologies, Inc.
Universal Technologies, LLC

Question 172: Will the city provide a priority to local candidates who are permanent residents or US Citizens as opposed to H1 Visa candidates?

Answer 172: The City will select candidates based on qualifications as they pertain to a particular position.

Question 173: Proposed Maximum Wage Rate - Please clarify how to differentiate between 1099 and FTE wage rates? More specifically, how should vendors account for Employer Contributions and Benefits provided for full time employees?

Answer 173: The definitions of "Hourly Wage Rate" and of "Total Compensation" in Appendix D of the RFP, which are adapted from the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), discuss fringe benefits and other compensation as it relates to the City's requirements.

Question 174: In 2014, the City DoITT issued an RFI for MSP in IT/telecom staff augmentation program. Did you find a MSP at that time? Do you plan to have a MSP to manage this program (85816P0002)?

Answer 174: The City did not enter into an agreement for managed services and does not intend to enter into such an agreement at this time.

Question 175: The current contract only required a not-to-exceed bill rate when initially bid.

a) Was a maximum pay rate and mark-up percentage, as required in the current RFP, added to the contract at some point after it was awarded?

b) If so, please provide the current maximum pay rate and mark-up percentage for each job title broken down by vendor?

Answer 175: The Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting), which mandates that Hourly Wage Rates and Personnel Markups be provided to the City, applies only to contracts solicited on or after July 1, 2014. For current maximum pay rates for current labor categories, see ATTACHMENT II – ITCS VENDOR RATES (7/1/2015-6/30/2016) to this Addendum #2.

Question 176: Can an offeror submit a proposal as a prime contractor and also be included as a sub-contractor in another offeror's proposal?
Answer 176: Yes.

Question 177: Do the resources, specifically the analysts and technicians need to be part of a union?
Answer 177: No.

Question 178: Subcontracting, two related questions:
1. Are there any restrictions on the number of layers of subcontracting that will be allowed?
2. Can the City please clarify expectations and guidelines related to subcontracting since it is common among staffing companies?
Answer 178: 1. There is no restriction on the number of layers of subcontracting, but transparency is required. See the Office of the Comptroller's Directive 31 (Special Audit Procedures for Information Technology Consulting) and Article 7 of the Master Services Agreement (Appendix G of the RFP).
2. Article 7 of the Master Services Agreement (Appendix G of the RFP) gives information on the City's requirements for suppliers and subcontracting.

Question 179: We are very much interested in this RFP. We have been reached by couple of firms who are applying for this RFP and would like to put us as sub-contractors. So I wanted to understand if we go ahead with them as sub-contractors, are we still qualified to apply for this RFP as independent vendors?
Answer 179: Yes.

Question 180: Is there a set-aside, rating point preference, or participatory requirement for veteran owned businesses for this solicitation?
Answer 180: No.

Question 181: Page 5: What is the time period for notice of termination?
Answer 181: The City reserves the right to terminate the Contract with the vendor upon ten (10) days' written notice.

Question 182: With prior Agency approval, can specialized resources work remotely?
Answer 182: Yes, if all work is deliverable based. If the consultant is working from outside the United States, the Vendor's primary office must be in the United States. The City expects that, if the Contractor proposes that any Services be performed at a facility outside of the United States, then the Contractor shall include with its proposal external security audit information for review and approval by the City's Chief Information Security Officer.

Question 183: What is the average project length for a consultant?
Answer 183: 450 days.

Question 184: Do you have examples of some of the projects or some estimate of number / duration of future projects, etc.
Answer 184: Information on the number and duration of future projects is not available. No example projects are available, but the job titles in Appendix C of the RFP indicate the nature of some of the anticipated projects.

Question 185: How many task orders have been released for 2015 year-to-date? How many task orders were released in 2014?

Answer 185: Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014.

Question 186: What has the total spend been on the contract for 2015 year-to-date? What was the total spend on the contract in 2014?

Answer 186: Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 187: Historically, what has been the average length of an assignment?

Answer 187: 450 days.

Question 188: ITCS-3 contracts had a wide range of maximum contract amount values.
Three related questions:
1. Can you please tell us whether all contracts will be awarded for the same amount or whether contract amounts will vary?
2. If they will vary, what criteria will be used to determine the amounts?
3. What is the anticipated total value of all contracts for this procurement?

Answer 188: 1. All contracts will have the same maximum spend. 2, Not applicable. 3. This is a new contract, and its estimated annual spend and budget is not available. Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 189: What is the City's current payment cycle?

Answer 189: Biweekly.

Question 190: Considering that DOITT may award contracts to as few as 3 Primary Vendors, there may be substantial demand for services from each of those awardees. Five related questions:

1. For each ITCS Requisition for Consultant Services what is the maximum number of candidates that will be requested?
2. Will each Requisition represent one position or could multiple positions for the same skillset be requested on a single Requisition?
3. If multiple positions are requested on a single Requisition how offer is this expected to occur and for what types of titles?
4. On average, how many requisitions does DOITT anticipate will be issued each month under this vehicle?
5. If this is not known, what are the equivalent statistics under ITCS-3?

Answer 190: 1. Two 2. Generally one position is requested on a single Request for Services, but it is possible to request multiple positions with the same skill set on a single Request for Services. 3. Less than one percent of all Requests for Services, for any job title, are for multiple positions. 4. Information on the number and duration of future projects is not available. 5. Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014.

Question 191: Historically, how many IT consultants does the city require annually?

Answer 191: Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014.

Question 192: Please provide the annual billing/spend for 2015 YTD and 2014 by vendor.
Answer 192: Information on spend by vendor is not available. Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 193: What is the anticipated total annual spend under the new contract?
Answer 193: The anticipated total annual spend under the new contract is not available.

Question 194: Is this a new program? If not, how many vendors do you have in the existing program? What is the historical annual spending? What is the estimated annual budget?
Answer 194: This is a new contract, and its estimated annual spend and budget is not available. Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range.

Question 195: What are the requesting agencies? Is it a mandatory program for all of the city's agencies to source IT/telecom contractors?
Answer 195: All mayoral agencies may use this contract, though it is not mandatory.

Question 196: What has been the average % of consultant to hire conversions for the City that have taken place over the past year?
Answer 196: This information is unavailable.

Question 197: What has been the average length of assignment for consulting to hire conversions before they are converted?
Answer 197: This information is unavailable.

Question 198: What is the overall average tenure of consultants working within City agencies - over the last year?
Answer 198: 450 days.

Question 199: Do you have examples of some of the projects or some estimate of number / duration of future projects, etc.
Answer 199: Information on the number and duration of future projects is not available. No example projects are available, but the job titles in Appendix C of the RFP indicate the nature of some of the anticipated projects.

Question 200: If there are incumbents currently on the contract who are not selected for this new contract, what will happen to their incumbent contractors already on billing?
Answer 200: Existing consultant Task Orders will survive through their established end date.

Question 201: Page 6, Section III: What is the anticipated level of effort in terms of both budget and the number of placements for each of the 3 years of the contract? If this information is unavailable, please provide the historical level of effort for each year of the current iteration of ITCS.
Answer 201: Information on the number and duration of future projects is not available. The anticipated total annual spend under the new contract is not available. Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014. Annual

spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 202: What is the anticipated volume of task orders annually?

Answer 202: Response: Information on the number and duration of future projects is not available. Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014.

Question 203: Do you know the spend of the Contract and could you forecast the amount of openings on an annual basis (I am trying to figure out how many roles that will need to be filled)?

Answer 203: Information on the number and duration of future projects is not available. The anticipated total annual spend under the new contract is not available. Approximately 289 task orders have been issued in 2015; 344 task orders were issued in 2014. Annual spend fluctuates, but the initial contract authority for the last two contract extensions were in the $50 million range across all vendors.

Question 204: Page 8, Section III.B.2.b, Project Proposal, #3: Historically, through previous ITCS contracts, DoITT has released a large number (typically over 50%) of Requests for Services where the intention of the requesting Agency was to continue to utilize an incumbent already on-site who's Task Order had expired. The practice has been, however, to still request competitive resumes which are reviewed and scored, even though the hiring manager's intention is to select the incumbent at the end of the process. At the end of the process, in every case of which we were aware, the incumbent consultant was retained, creating a huge amount of unnecessary and fruitless recruiting with no prospect of financial return for the vendor, as well as unnecessary administrative/review work on the part of the Requesting Agency when they already know they want the incumbent consultant back. Taking into account this reality, will DoITT agree to revise its procedures to:

a) Either not put out new Request for Services at all, but simply extend existing Task Orders, or, in the case of Task Orders where compliance with applicable New York City procedural requirements require a new Request for Services be issued, inform vendors when the Request for Services is released that an incumbent is already in place and therefore companies who are not employing the incumbent need not reply. (If for some reason the Requesting Agency knows it does not want the incumbent to return, the Request for Services would be released and identified as a non-incumbent order.)

b) Not count "no bid" responses to incumbent orders when calculating the submission SLA of 75%?

This practice would seem to be supported by Page 15, Section III, Requesting Agency Rights and Responsibilities, #8 which permits Requesting Agencies to extend the engagement of an existing resource. In these situations, it makes no sense to issue a Request for Services, knowing the exact resource that is requested.

Answer 204: When the City issues a Request for Services for a position for which there is an incumbent, its intention is to fill the position via a competitive Tier 2 process. In such cases, vendors may ask the City about the existence of an incumbent up until the deadline for questions for the Request for Services.

ATTACHMENTS TO ADDENDUM #2

ATTACHMENT I – RFP DOWNLOAD LIST
ATTACHMENT II – ITCS VENDOR RATES (7/1/2015-6/30/2016)
ATTACHMENT III – Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services)

THIS ADDENDUM MUST BE SIGNED BY ALL PROPOSERS AND ATTACHED TO THEIR PROPOSAL.

_____
COMPANY NAME

_____
Authorized Signature

_____
Print Name of Authorized Signature

_____
Title of Authorized Signature

t for Proposals (RFP) Citywide Standby Information Technology and Telecommunications Consulting S

PIN: 85816P0002

Attachment I - RFP Download List

No.	Name	Company	City	State	Zip Code
1	Anupama Sharma	22nd Century Staffing Inc	Ashburn	VA	20148
2	Rajapuri S Singh	A1 Healthcare Management Inc	Maspeth	NY	11378
3	Victor	A1 Technology	New York	NY	10006
4	Marian Neilson	Abator Information Services Inc	Pittsburgh	PA	15221
5	angela gibson	abrahams consulting llc	staten island	NY	10301
6	ken Moskowitz	ace computer corp	north woodmere	NY	11581
7	Randy Chase	ACS Group	Edison	NJ	08817
8	Lori Sherwood	ADVANTAGE ENGINEERS	COLUMBIA	MD	21046
9	Sherry Sygit	Agile-1	Torrance	CA	90504
10	Preston Pearson	Alcor Consulting Group	Brooklyn	NY	11217
11	TROY FELDMAN	ALFA SERVICES USA INC	NEW YORK	NY	10001
12	teri garza	Align	New York	NY	10004
13	alan rosenberg	all-and-1	albany	NY	12205
14	Amparo Connors	Allied Personnel Services Inc	Forest Hills	NY	11375
15	nitin dave	American Technical Solutions	Albertson	NY	11507
16	Tom Doran	Ampcus Inc	Chantilly	VA	20151
17	Peter T Mulé	Amtex System Inc	NY	NY	10004
18	Kevin Howell	Anchor Strategy Group	Brooklyn	NY	11226
19	Vas Appalaneni	Ardent Technologies Inc	Dayton	OH	45459
20	Howard Cohen	Ariel Partners	New York	NY	10036
21	Jim Weigl	ASA Cabling and Security	Syosset	NY	11791
22	Melissa Bordman	ATRIA Consulting LLC	New York	NY	10018
23	Anupam Gupta	Avenues International Inc	Princeton Junction	NJ	08550
24	Andrew Zangle	azangle consulting llc	marlboro	NJ	07746
25	Kevin Deegan	Banc3	Princeton	NJ	08540
26	Janet Barrett	Barrchin Inc	Raleigh	NC	27614
27	Fernando Portes	Best Project Management	Union City	NJ	07087
28	Lisa Verde	BIAS Corporation	Atlanta	GA	30328
29	Abe Narvaez	BIN Communications	New York	NY	10005
30	Jon Siskind	Bowne Management Systems	Mineola	NY	11501
31	Corinne Brennen	Brennen	Glenmont	NY	12077
32	Howard Zien	Business Logic Inc	New York	NY	10005
33	John Johnson	CALM Energy Inc	Belle Harbor	NY	11694
34	Agostino cangemi	Cangemi law llc	New York	NY	10013
35	Safeena Mecklai	CapalinoCompany	New York	NY	10279
36	Dwight McLeod	Capstone Strategy Group	New	NY	10552
37	Hollis Barclay	Careone Staffing	New York	NY	11233
38	Don Mickey	Carrigan Group Inc	Ewing	NJ	08638
39	Niti Kochhar	Cavalier IT Inc	Jersey City	NJ	07302
40	Keir Edwards	Cavalier Technical Services	New York	NY	10018
41	Chi Fukui	Celer Systems Inc	Folsom	CA	95630
42	Imran Husain	Celeritas Solutions LLC	New York	NY	10023
43	Anand Shah	CGI Technologies and Solutions	New York	NY	10004
44	Ken Reaves	Charter Global Inc	Atlanta	GA	30328
45	Niku Trivedi	Chenoa Information Services Inc	Edison	NJ	08837
46	Shahar Brovender	CIO Services LLC	New York	NY	10029
47	Ann Herold	CJIS GROUP LLC	Crawfordville	FL	32327
48	Jon Barry	CMA Consulting	Latham	NY	12110
49	Al Frater	CNC Consulting Inc	Englewood	NJ	07631
50	Vijay Nathan	CNT Infotech	East Brunswick	NJ	08816
51	Ed Marino	Column Technologies	New York	NY	10005
52	Ed Marino	Column Technologies Inc	Lombard	IL	60148
53	Indra Prasad	Compciti Business Solutions Inc	New York	NY	10001
54	Armando S Anderson	CompuCom Systems Inc	Bridgeport	CT	6606
55	David Deacon	CompuForce	New York	NY	10170
56	Gadema Quoquoi	COMPULINE INTERNATIONAL INC	Staten Island	NY	10304
57	Daisy	Compulink Technologies Inc	New York	NY	10018
58	sara	computer design center	branford	CT	6405
59	Robert Springer	Computer Logic Group	Ronkonoma	NY	11779
60	ANGELA KOEHLER	COMPUTER TASK GROUP INC	ROCHESTER	NY	14607
61	Kevin OBrien	Coranet	New York	NY	10004
62	Angela Koehler	CTG	Rochester	NY	14607
63	Bob Seltzer	CTGi	New York	NY	10038

64	Cynthia Getz	Custom Computer Specialists	Hauppauge	NY	11788
65	Stacie Curtis	CW Solutions	East Brunswick	NJ	08535
66	Charles Duval	Data Industries Ltd	New York	NY	10018
67	Richard Dunks	Datapolitan LLC	Brooklyn	NY	11206
68	Sunil G Singh	DBMS Consulting Inc	New York	NY	10065
69	Sharone Yaloz	D-Bug Consulting	New York	NY	10016
70	Alfredo Del Castillo	Del Castillo Multiservices Inc	Bronx	NY	10458
71	Jeffrey Dickert	Deloitte Consulting LLP	New York	NY	10112
72	April Nina de Mata	Deltek	Herndon	VA	20171-2823
73	John Ratonel	DELTEK	Herndon	VA	20171
74	stephanie	deltek	Herndon	VA	20171
75	Salvatore DiCostanzo	Derive Technologies	New York	NY	10038
76	WOODY CHARLES	DIAMOND POWER CONSULTANT GROUP INC	BROOKLYN	NY	11203
77	Jane Laino	DIgby 4 Group Inc	New York	NY	10017
78	Caroline L Eastman	Documentation Strategies Inc	Rensselaer	NY	12144
79	Donia Piersaint	Donia Associates LLC	Brooklyn	NY	11222
80	EILEEN GUZZO	Donnelly and Moore Corp	NEW YORK	NY	10005
81	Ronald M Clyne	DTG COnsulting Solutions	Saddle Brook	NJ	07663
82	Thomas Curcio	DTG Consulting Solutions	Saddle Brook	NJ	07663
83	Maria Colavito	DTG Consulting Solutions Inc	Saddle Brook	NJ	07663
84	Darlene Pricher	DynTek Services Inc	New York	NY	10018
85	Tom Sheridan	Eclaro International	New York	NY	10123
86	Kate McCabe	Eclaro International Inc	New York	NY	10123
87	Brant Cherne	Eden Technologies Inc	New York	NY	10001
88	Emanuell James	Edgesys Inc	Hasbrouck Heights	NJ	07604
89	EMMANUEL JAMES	EDGESYS INC	HASBROUCK HEIGHTS	NJ	08604
90	William Huckeby	ee IT Consulting Services Inc	Mechanicsburg	PA	17050
91	Ellen J Katzen NYS Notary Public	Ellen J Katzen Co Inc Partner	New YOrk	NY	10025
92	Ellen J Katzen	Ellen J Katzen Company Incorporated	New YOrk	NY	10025
93	deric johnston	eRepublic	folsom	CA	95630
94	Jen Portland	Excel Rain Man	Brooklyn	NY	11249
95	Muriel Sportelli	Experis	New York	NY	10016
96	Paul Giron	Fab Lab	Cambridge	MA	2139
97	Ed	FBrothers Co	BROOKLYN	NY	11203
98	Gary Tunnicliffe	Gary Tunnicliffe Jack Ziegler LLC	Brooklyn	NY	11231
99	Leo Pfohl	Genesys Consulting Services	Albany	NY	12205
100	Venkata K Suryadevara	Global IT Solutions USI Inc	Brooklyn	NY	11210
101	Jeff Albright	Global Technology Solutions Group Inc	Charlotte	NC	28226
102	Richard Witte	Global Telecom Supply	Roslyn Heights	NY	11577-2033
103	Dennis M Fields	Gollate IMC Inc	Westbury	NY	11590
104	Marilyn Hyacinth	Gorlyn IT Management	cambria heights	NY	11411
105	Valy Eric Diomande	Grace Service International	Queens Village	NY	11427
106	Robin Sanders	Guidant Group	Atlanta	GA	30326
107	Omar Boyd	Harlem Data Communications LLC	New York	NY	10026
108	Pankaj Sabharwal	HashTag Systems LLC	Matawan	NJ	07747
109	Frank Armiger	Health Integrity LLC	Baltimore	MD	21244
110	Sam Levy	I T Computer Support of New York LLC	New York	NY	10018
111	Brian P Fallon	IBM Corp	New York	NY	10022
112	Candida Devitt	ICAS	Long Island City	NY	11105
113	Dinesh Gulati	IIT Inc	Huntington Station	NY	11746
114	Cecilia Bikkal	ImageWork Technologies Corp	White Plains	NY	10601
115	William Huckeby	IMB DC	New York	NY	10005
116	Jourdan Block	Industrial Staffing Services Inc	New York	NY	10016
117	Sandeep Harjani	Infojini Inc	Linthicum Heights	MD	21090
118	Daniel Tierney	Infosys International Inc	Plainview	NY	11803
119	rama venkatesh	INFOSYS INTERNATIONAL INC	PLAINVIEW	NY	11803
120	roger fay	Infosys International Inc	Plainview	NY	11803
121	rashi shamshabad	innoSoul Inc	albany	NY	12205
122	Sherri Stenberg	IPCS	minneapolis	MN	55426
123	Jonathan Fabros	Iris Software Inc	New York	NY	10279
124	Henry Katz	ISCS Inc	Fresh Meadows	NY	11365
125	Robert Gronenthal	Island Tech Services	Ronkonkoma	NY	11779
126	Andrea Dunkle	iT Resource Solutions	Bohemia	NY	11716
127	Trisha Higgins	IT Resource Solutionsnet Inc	Bohemia	NY	11716
128	Bobby Shaib	ITEN Consulting Inc	Dallas	TX	75244
129	Felicitas V Izar	IZAR Associates Inc	Paramus	NJ	07652
130	J Thomas	J Thomas and Associates Inc	N Brunswick	NJ	08902
131	Joseph Guglielmi	Joseph Guglielmi	Glendale	NY	11385

132	Orville Dixon	Journee Technology Staffing Inc	Rochester	NY	14624
133	Karen Bullot	JSL Computer Services Inc	Hudson	NY	12534
134	Stacy Willis	Kalki Consulting	New York	NY	10005
135	John Thomas	KDI Technology Solutions	New York	NY	10001
136	Maureen Gurl	KGM Consulting	New York	NY	10005
137	Jim ODea	KGM Consulting Inc	New York	NY	10005
138	Bill Keiser	KMQ Enterprises dba Tailwind Associates	Schenectady	NY	12305
139	Mike Riley	KNOWLEDGE BUILDERS INC	Albany	NY	12203
140	Nadine DiCioccio	Lancaster Systems Inc	Rye	NY	10580
141	Alex Shurchin	Legal Interpreting Services Inc	Brooklyn	NY	11242
142	Peter McCree	Link2consult Inc	Fort Lee	NJ	07024
143	Alex Shurchin	LIS Solutions	Brooklyn	NY	11242
144	Warren Tsang	LogicShark Consulting	New York	NY	10016-0716
145	Adnan Longi	Longi Engineering	New York	NY	10018
146	Donald Nagle	LR Kimball	Ebensburg	PA	15931
147	Todd Ricker	Lucille Maud Corporation	Trenton	NJ	08638
148	Alexander Schmidt	Madison Technology	New York	NY	10016
149	michael tal	Manatt Phelps Phillips	New York	NY	10036
150	Marcia Shapiro	Marine Tiger Technologies	Teaneck	NJ	07666
151	Sanjay Vithlani	Marquis Business and Technology Solutions	New York	NY	10019
152	bill Mielko	maureen Data Systems	new York	NY	10018
153	Robert Harrington	Metis Associates	New York	NY	10005
154	Phil Rhym	MFR Consultants Inc	Philadelphia	PA	19106
155	Shannon Blakey	MGT of America Inc	Tallahassee	FL	32311
156	Richard Hurley	Micro Strategies	Parsippany	NJ	07054
157	Tajuana Grant	Minority Graphics Inc	Brooklyn	NY	11232
158	Khanh To	MMC Systems Inc	Atlanta	GA	30340
159	Khanh To	MMC Systems Inc	Ashburn	VA	20147
160	Muthu Natarajan	M-Square Systems inc	jersey city	NJ	07306
161	Doffie Benjamin	Mutual Target Associate Inc	Chicago	IL	33033
162	Laurie Demars	MVP Consulting Plus Inc	Albany	NY	12205
163	Cindy Wolf	Nagarro	New York	NY	10001
164	NANCY ESPOSITO	NATALE NJC CONSTRUCTION CORP	STATEN ISLAND	NY	10305
165	Michael Dunn	NetSecure	White Plains	NY	10601
166	Laura Willis	Nonprofit Solutions Network	New York	NY	10027
167	Michael Keats	North Highland Company	New York City	NY	10119
168	Jennifer Dao	Novalink Solutions LLC	Duluth	GA	30097
169	A Eric McFadden	Noviant	New York	NY	10004
170	Brian Van Zandt	NST	E Northport	NY	11731
171	Anthony Grego	NTT DATA	Albany	NY	12211
172	Richard Buchwald	NYSTEC	New York	NY	10018
173	Rick Wheeler	Oakland Conslting	Lanham	MD	20706
174	Whawenst Duvet	OmniPush Inc	Brooklyn	NY	11217
175	Source Management	Onvia Inc	Seattle	WA	98101
176	Margaret Powers	Orion Development Group	Rockaway Park	NY	11694
177	Paul King	Orion Development Group	Rockaway Park	NY	11694
178	Vasu Maddisetty	Pace Computer Solutions Inc	Columbia	MD	21044
179	Sam Muhawi	Palladian Consulting Group	Carlsbad	CA	92008
180	Sanjay Shah	Paragon Management Group Inc	Cortlandt Manor	NY	10567
181	Todd Grimmett	PCN Strategies	Washington	DC	20005
182	Vivek Philar	Peer Consulting Resources	South Plainfield	NJ	07080
183	Chris Cevallos	Point to Point Solution	New York	NY	10167
184	Ana	Policy Studies Inc	Denver	CO	80202
185	Joe Lindyberg	Presidio	New York	NY	10036
186	Kim Jones	Prime Vendor Inc	Wilmington	NC	28403
187	Ron Latz	PRO Unlimited	Marlton	NJ	08053
188	Sergio Deligiannis	Pro4ia Inc	New York	NY	10004
189	Darryl Zack	Prolifics	New York	NY	10004
190	Giovanni Taveras	Proper Systems	Brooklyn	NY	11232
191	Jill Pittore	Protek IT Services	Valley Cottage	NY	10989
192	Abhi Mehta	PruTech Solutions Inc	New York	NY	10007
193	Purna Mukherjee	PS Business Solutions	Long Island City	NY	11101
194	Purna Mukherjee	PS Business Solutions	Long Island City	NY	11001
195	Fred Williams	PSI International Inc	Farifax	VA	22033
196	Michael Petrino	PTS Data Center Solutions Inc	Oakland	NJ	07436
197	Mark Smith	PwC	NY	NY	10017
198	Marcos Merced	QnA Tech	Ridge	NY	11961
199	Marcos Merced	Quality and Assurance Technology	Ridge	NY	11961

200	John Giltinan	Quantilus Inc	New York	NY	10006
201	Mayur Choksey	Quintessence Computer Corp	Port Washington	NY	11050
202	Ellen Loprete	RADgov Inc	South Plainfield	NJ	07080
203	Hetal Parikh	Rangam Consultants Inc	Somerset	NJ	08873
204	Nisha Balwani	RCI Technologies	Iselin	NJ	08830
205	Raj Balwani	RCI Technologies Inc	Iselin	NJ	08830
206	Michael LaRocca	Ready Computing Inc	New York	NY	10038
207	Patrick Ainslie	Reboot	New York	NY	10001
208	Pieter Schenck	RedStream Technology LLC	New York	NY	10032
209	John Galazin	RMS Computer Corp	New York	NY	10036
210	Rosalind Triggs	RMT Tracking Corporation	New York	NY	10120
211	Andrea Watson-James	Roraima Consulting Inc	Rosedale	NY	11422
212	Andrea Watson-James	Roraima Consulting Inc	Rosedale	NY	11422
213	Ronald Deshommes	RTX Technology Partners LLC	Morristown	NJ	07960
214	Alexandra Winkler	Sabel Systems Technology Solutions	Boise	ID	83702
215	Daniel Chechile	SANS Consulting Services Inc	New York	NY	10038
216	Jorge Chamot	SAP	Chicago	IL	60606
217	Patricia Schumaker	Schumaker Company Inc	Ann Arbor	MI	48103
218	Simon Burcham	scom	Miramar	FL	33027
219	William Garbee	SDSC	Fairfax	VA	22030
220	walter Oden	Seluron Technical Furniture Inc	Glen Cove	NY	11542
221	Keyur Majmudar	SEP Technology Consulting LLC	New York	NY	10004
222	Oneil Hinds	Serenport Information Technoglogy Inc	Deer Park	NY	11729
223	Donna Bozek	SGA Inc	TARRYTOWN	NY	10591
224	Karen Ross	Sharp Decisions Inc	New York	NY	10018
225	James Sharpe	Sharpe Operations	New York	NY	10038
226	Gina Green	Simone Associates-NY Ltd	New York	NY	10018
227	Judy Karpel	Simone Associates-NY Ltd	New York	NY	10018
228	Ameer Abdur-Razzaaq	SIMPLICITY IT INC	NEW YORK	NY	10120
229	Dan Love	Siwel Consulting Inc	New York City	NY	10001
230	Marty Glantz	SJ Technologies	New York	NY	10120
231	Aleksandr	SLICE MANAGED SOLUTIONS	New York	NY	10018
232	brad kelly	smart source technologies	north brunswick	NJ	08902
233	Matthew Nikravesh	Solarus Technologies Inc	New York	NY	10122
234	Nicole Acevedo	Solomon Page Group	New York	NY	10016
235	Yajaira Cedeno	Solomon Page Group	New York	NY	10016
236	Catherine Grubiak	Source of Future Technology Inc SOFT Inc	New York	NY	10013
237	Pritesh	SPR Construction Corporation	Albany	NY	12207
238	Kristen Mazza	Spruce Technology Inc	Clifton	NJ	07012
239	Madhu Pillai	SREYO LLC	New York	NY	10001
240	Sabrina Conney	SSG	Brooklyn	NY	11206
241	Shrihari Pandit	Stealth Communications Services LLC	New York	NY	10119
242	Han Lim	stellar services	New York	NY	10018
243	Liang Chen	Stellar Services Inc	New York	NY	10018
244	Richard Shinnick	STIGroup Ltd	Glen Rock	NJ	07452
245	MIchael Siegel	Stone Search LLC	New York	NY	10001
246	Tai Otto	Strategy Execution Xcellence Management LLC	Brooklyn	TX	11226
247	Dasham Sidhu	SVAM International	Great Neck	NY	11023
248	Manav Bhasin	Svam International	Great Neck	NY	11023
249	Alllen Goldin	SVAM International Inc	Great Neck	NY	11023
250	Carlos Pinzon	SynergisticIT	Iselin	NJ	08830
251	Sudeep Bhattacharjee	SYSTEM EDGE	ISELIN	NJ	08830
252	Leon Austin	System Edge USA LLC	New Jersey	NY	8830
253	Neha Desai	System Soft Technologies	Atlanta	GA	30328
254	Rene Guzek	Tech Valley Talent	Amsterdam	NY	12010
255	PAUL STOKES	TECHNOFINA INC	FLUSHING	NY	11354
256	Aureo Capiral	TechnoSphere Inc	Bergenfield	NJ	07621
257	Fran Gursky	Tekmark Global Solutions LLC	Edison	NJ	08817
258	Nadine Oliver	The Bartech Group	Southfield	MI	48034
259	william gross	the mai group	island park	NY	11558
260	Joanne Diehl	ThinkInternational LLC	Massapequa	NY	11758
261	Chris Moschovitis	tmg-emedia inc	New York	NY	10016
262	Jackie Tarnowski	TNT Staffing	Emerson	NJ	07630
263	Raul Zepeda	Toll International LLC	New York	NY	10016
264	Alexandra Russomano	Trigyn Technologies Inc	Edison	NJ	08817
265	Prafulla Narain	Trigyn Technologies Inc	Edison	NJ	08817
266	Joseph Dezio	Trine Aspects ltd	New York	NY	10007
267	Thomas Ranallo	Troy Banks Inc	Buffalo	NY	14226

268	Lilianna Gekhtin	TTI of USA Inc	New York	NY	10038
269	Kristina Drury	TYTHEdesign	Brooklyn	NY	11217
270	A Schiff	UCN	Monsey	NY	10952
271	Doris Ulysse	Ulysse Doris LLC	Brookyn	NY	11226
272	A Eric McFadden	Uneed SOlutions dba Noviant	New York	NY	10004
273	Gautam Tooley	Unique Comp Inc	LONG ISLAND CITY	NY	11101
274	ima Maray	universal Tchnologies	albany	NY	12203
275	IMA Maray	UNIversal Tchnologies	ALBANY	NY	12203
276	Ron Henderson	UNIVERSAL Technologies	Albany	NY	12203
277	Andrew Weiss	UNIVERSAL Technologies LLC	Albany	NY	12203
278	Ima Maray	Universal Technologies LLC	albany	NY	12203
279	Manoj Agarwal	US Tech Solutions Inc	Jersey City	NJ	07302
280	Ashraf Arefin	UTC Associates Inc	New York	NY	10001
281	Karolina Plan	V Group Inc	Cranbury	NJ	08512
282	Andy Jonak	Vicom Computer Services Inc	Farmingdale	NY	11735
283	ROBERT REID	VISTRADA LLC	New York	NY	10167
284	Theo	VITABYTE	Astoria	NY	11103
285	George Karabelas	VITABYTE INC	Astoria	NY	11103
286	Ilango	VIVA USA Inc	Rolling Meadows	IL	60008
287	Owen Mangan	West Lake Consulting	Fitzwilliam	NH	3447
288	Bianca Y Lee	White Rose Marketing	New York	NY	10030
289	Jeff Winbourne	Winbourne Consulting LLC	Arlington	VA	22209
290	Luda Nodelman	Yablon Associates	Fort Lee	NJ	07024
291	Luda Nodelman	Yablon Associates	New York	NY	10016
292	Peter Siamas	Yablon Associates	New York	NY	10016
293	Amanda Intromasso	Yablon Associates LLC	New York	NY	10016
294	Joey	Zito	NYC	NY	10121

ATTACHMENT II - ITCS 3 RATES

#	NYS OGS Back-Drop Contract Job Title	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7	Vendor 8	Vendor 9	Vendor 10	HIGHEST RATE
YEAR (7/1/15 - 6/30/16)												
1	P. ANALYST EL	52.02	44.00	49.00	45.00	50.00	36.00	42.84	27.00	51.51	47.46	52.02
2	P. ANALYST 1	67.63	52.00	54.00	66.00	60.00	54.00	53.55	45.00	64.96	63.94	67.63
3	P. ANALYST 11	107.16	62.00	69.00	85.00	75.00	95.48	62.12	66.00	96.07	77.51	107.16
4	P. ANALYST 111	131.09	74.00	79.00	96.00	90.00	106.09	80.33	75.00	109.15	91.08	131.09
5	P.M. EL	52.02	62.00	69.00	55.00	60.00	42.00	53.55	27.00	50.50	58.35	69.00
6	P.M. 1	72.83	66.00	74.00	95.00	70.00	60.00	64.26	39.00	76.13	78.60	95.00
7	P.M. 11	107.16	74.00	79.00	114.00	85.00	91.24	69.62	65.00	100.53	93.52	114.00
8	P.M. 111	131.09	86.00	99.00	125.00	100.00	136.86	112.46	70.00	156.67	109.61	156.67
9	Specialist EL	52.02	50.00	64.00	50.00	50.00	48.00	42.84	27.00	58.58	52.53	64.00
10	Specialist I	88.43	56.00	69.00	95.00	60.00	70.00	53.55	50.00	83.94	68.15	95.00
11	Specialist II	124.85	64.00	84.00	115.00	75.00	105.56	58.91	68.00	122.29	85.89	124.85
12	Specialist III	161.26	76.00	99.00	140.00	90.00	196.27	69.62	78.00	190.10	102.10	196.27

APPENDIX A

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, including this Appendix A, 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 and members of their immediate families 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 and members of their immediate families 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 and members of their immediate families 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 an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. 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 Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

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 Appendix A, 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, 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.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

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 the most recently issued ISO Form CA0001.

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.

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 Appendix A 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.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall

provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and 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; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

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.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from 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 it 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.

Section 13.10 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular

contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

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

B. The requirements of this Section 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 Appendix A.

Section 14.03 Headings

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

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses 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.

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.

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, 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