

**THE CITY OF NEW YORK
DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS
(the “Agency”)
REQUEST FOR PROPOSALS**

TITLE: CONTACT CENTER SERVICES

EPIN #: 85815P0003

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AUTHORIZED AGENCY CONTACT PERSON

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

Name: Anne Cody
Title: Contract Manager
Mailing Address: 255 Greenwich Street, 9th Floor
New York, New York 10007
Telephone #: (212) 788-6276
Fax #: (347) 788-4082
E-Mail Address: acco@doitt.nyc.gov

SECTION I - TIMETABLE

A. **Release Date of this Request for Proposals:** February 19, 2016

All questions and requests for additional information concerning this RFP should be directed to Anne Cody, the Authorized Agency Contact Person, at:

Telephone #: (212) 788-6276
Fax #: (347) 788-4082
E-Mail Address: acco@doitt.nyc.gov

Pre-Proposal Conference

Date: March 1, 2016
Time: 10:00 AM to 11:00 AM
Location: Situation Room at 59 Maiden Lane, Floor 14, New York, N.Y

Attendance by proposers is optional but recommended by the Agency. Immediately after the Pre-Proposal Conference, the City will permit prospective proposers who have made arrangements in advance with the Authorized Agency Contact Person to tour/observe the City-operated call center and equipment room. Any person participating in such tour/observation must submit an executed Non-Disclosure Agreement (*see* Attachment B).

Site Visit:

Date: March 1, 2016
Time: 11:00 AM to 12:00 PM
Location: Situation Room at 59 Maiden Lane, Floor 14, New York, NY

Proposal Due Date and Time and Location:

Date: March 18, 2016
Time: 3:00 PM
Location: Proposals shall be submitted to Anne Cody located at:
Department of Information Technology & Telecommunications
Contracts Department
255 Greenwich Street, 9th Floor
New York, NY 10007

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

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

Anticipated Contract Start Date:

As indicated in Section II.B of this RFP, the City intends to award up to two contracts under this RFP. It is anticipated that a company awarded a Class 2 contract resulting from this RFP would commence performance of full service operations on or about February 1, 2017 and that a company awarded a Class 1 or Class 3 contract resulting from this RFP would commence performance of full service operations on or about March 1, 2017 (each such date, respectively, the full services date); therefore, depending on the period of time necessary for such company to prepare to perform such services (the Implementation period) and to complete any required transition services, it is anticipated that the contract start date would be December 1, 2016.

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The City of New York (“City”) acting by and through the Agency, is seeking appropriately qualified vendor(s) to provide Contact Center Services (handling of 3-1-1 calls) for the City.

Background

311 is committed to serving the public interest of New York City residents, business owners, and visitors by providing equitable service delivery to all customers. 311 provides access to government resources while maintaining the highest possible level of quality service for all. Ongoing enhancement efforts have strengthened 311’s focus on availability and customer experience across a diverse range of access points to ensure fair delivery and quality of service. 311 continues to promote ease of access and transparency in making government services more available to non-English speakers and effectively serving the needs of all New Yorkers and visitors.

A large majority of the calls that will be handled under the contract(s) resulting from this Request for Proposals (“RFP”) will be 3-1-1 telephone calls. Established in early 2003, 3-1-1 provides New Yorkers, for non-emergency purposes only, with a single point of contact for accessing local government information and services. In addition, to a limited extent, certain State and Federal government information and services also can be accessed via New York City’s 3-1-1 system.

New York City currently (*i.e.*, for the fiscal year ending June 30, 2014) receives approximately 21.3 million 3-1-1 telephone calls per year (which is over 58 thousand calls daily). Calls are resolved by the City’s 3-1-1 IVR (Interactive Voice Response) System and a combination of in-house and outsourced call-takers (Customer Service Representatives). Of course, these numbers are approximations of conditions in effect as of the time this RFP is being issued. The number of calls has steadily increased over time and in the future might either increase or decrease.

After a brief welcome message including useful information, and giving an opportunity to select seven language options, individuals are able to contact a live operator (Customer Service Representative) 24 hours a day, seven days a week, 365 days of the year. Contacts (calls) are routed based on agent availability and skill sets in order to minimize wait times.

Calls are handled either in the English language or Spanish language by a Customer Service Representative (call-taker) or, through use of interpreters, in any of the many other languages commonly spoken by New Yorkers. The City, at no cost to the Contractor(s), will provide interpreter services that are always available by telephone link to enable the Contractor(s)’s call-takers to handle calls in languages other than English. At the time this RFP is being issued, approximately (8%) percent of all calls handled by call-takers are handled in a language other than English, and of these approximately ninety (90%) percent are handled in Spanish.

The City’s current experience is that average handle time per contact is just over 4 minutes for English language calls, with calls in other languages often taking longer (averaging 11 minutes) due to the use of interpreters. Spanish language calls take approximately the same time as other non-English calls (*i.e.*, just over 11.5 minutes, on average).

Calls to 3-1-1 are resolved in one of three ways: the requested information is provided to the caller (which may necessitate escalation to “Tier 2” within the Contractor’s organization); the call is transferred to an entity extraneous to the call center; or a service request is created.

The City’s proprietary 3-1-1 system is a highly configured Siebel/Oracle-based application, known as the Customer Service Management System (CSMS), which is used to handle telephone calls and resolve customer inquiries. CSMS uses intelligent search techniques to retrieve requested information, enter and process service requests, log complaints, and display “next steps” to Customer Service Representatives, including referrals or transfers to skilled agents or to other City agencies. A reference number is given to the caller to call back or the caller can go to “311 Online” (see description of “311 Online” below) to check the status of his or her request or complaint. Typically, it is not necessary for a call-taker (“Customer Service Representative” or “CSR”) to manually prepare any paperwork, nor is there any post-contact processing. The City is anticipating a technology re-architecture of the current Customer Service Management System tool and it is highly possible that the use of Siebel may be discontinued in favor of a new CRM tool.

Please refer to Appendix E and Appendix F for additional information about the 3-1-1 technical environment.

In addition to 3-1-1 telephone calls, the City’s 3-1-1 program also currently encompasses a City-operated program called “3-1-1 Online,” which is a 3-1-1-related web site hosted on nyc.gov, and (since May 2011) an outsourced program for responding to SMS text messages received from members of the public.

B. Classes of Service

The RFP contains two (2) Options for the delivery of the services, under Option 1 the City would award two (2) contracts whereunder the 311 calls would be distributed on a 70% and 30% basis between the contractors; under Option 2 the City would award a single contractor to perform all the services. Option 1 includes Class 1 and Class 2 and Option 2 includes Class 3. The description of services for each Class is set forth below.

Each Class is being treated as a separate solicitation. Proposers may respond to any or all of the Classes. Proposers will not be awarded a contract in more than one Class. In the event that a proposer is eligible for award in both Class 1 and Class 2, the Agency reserves the right to determine, based on the proposer’s demonstrated capability and the best interests of the City, which Class the proposer will be awarded a contract.

The City reserves the right, at its sole discretion, to award contract(s) in either Option 1 or Option 2, or to make no award from this RFP, based on the best interests of the City.

Proposers may not be awarded a contract in more than one Class. If the City determines to make an award in Option 1 (Class 1 and Class 2) and if a proposer is eligible for award in both Class 1 and Class 2, the Agency reserves the right to determine, based on the proposer’s demonstrated capability and the best interests of the City, which Class the proposer will be awarded a contract.

The Classes of Service included in the RFP are as follows:

OPTION 1 – Two Contract Awards

CLASS 1 - 70% FULL SERVICE INCLUDING CAMPAIGN/ SPECIAL INITIATIVE CONTACT CENTER SERVICE & EMERGENCY BACKUP SERVICE

CLASS 2 – 30% INBOUND CALL ANSWERING & EMERGENCY BACKUP SERVICE

OPTION 2 – One Contract Award

CLASS 3 - 100% FULL SERVICE INCLUDING CAMPAIGN/SPECIAL INITIATIVE CONTACT CENTER SERVICE & EMERGENCY BACKUP SERVICE

The “Class 1 Contractor” will be required to handle approximately seventy (70%) percent of all outsourced 3-1-1 calls and all campaigns (as described below in this RFP), key/data entry work generated from “3-1-1 Online” and, at the City’s option, provision of services using existing (such as texting) or emerging technologies. The Class 1 Contractor also needs to have a capacity to handle additional calls in the event that the 3-1-1 Customer Service Contact Center (*i.e.*, the City’s internal 3-1-1 call center operation) or the Class 2 Contractor becomes unavailable, such as due to an emergency. Increased capabilities and or capacity for additional contact center services may be obtained via subcontracting with other vendors to achieve the City’s stated objectives, provided the price for the services are approved by the City and are consistent with established pricing between the City and the Class 1 Contractor. The City’s requirement is that the Class 1 Contractor will not use call takers from remote locations. Exceptions to this requirement are stated within this RFP and include Text Messaging and Campaign services.

The “Class 2 Contractor” will be required to handle approximately thirty (30%) percent of all outsourced 3-1-1 calls and also provide a readily/speedily available capacity, when the City’s or the Class 1 Contractor’s operations are unable to meet demand for services, to deploy personnel and other resources to handle additional inbound 3-1-1 calls. The Class 2 contract does not include any “campaigns,” key/data entry from 3-1-1 Online, or texting. For Class 2 proposals, the City is willing to receive proposals where, rather than call-takers working only at the Class 2 Contractor’s facility, some or all call-takers may work from remote locations. It is not anticipated that the Class 2 Contractor will need to subcontract with other vendors for additional capacity related to contact center services.

The “Class 3 Contractor” will be required to handle one hundred (100%) percent of all outsourced 3-1-1 calls and all campaigns and key/data entry work generated from “3-1-1 Online” and, at the City’s option, provision of services using existing (such as texting) or emerging technologies.

The Class 3 Contractor also needs to have a capacity to handle additional calls in the event that the 3-1-1 Customer Service Contact Center (*i.e.*, the City’s internal 3-1-1 call center operation) becomes unavailable, such as due to an emergency. Increased capabilities and or capacity for additional contact center services may be obtained via subcontracting with other vendors to achieve the City’s stated objectives, provided the price for the services are approved by the City and are consistent with established pricing between the City and the Class 3 Contractor. The City’s requirement is that the Class 3 Contractor will not use call takers from remote locations. Exceptions to this requirement are stated within this RFP and include Text Messaging and or Campaign type services.

The Class 1 and Class 3 contract will also establish pricing parameters for key/data entry for 3-1-1 Online, for responding to SMS text messages received from members of the public (at the City’s option) and for any services associated with a campaign or for work that is subcontracted to another vendor to achieve the City’s stated requirements.

C. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be five years (5) years from the Agency’s notice to proceed. The contract may include two (2), five (5) year renewal options. The Agency

reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

D. Anticipated Payment Structure

It is anticipated that the payment structure of the contract(s) awarded from this RFP will be based on fees for logged production hours for 311 call handling, and key/data entry for 3-1-1 Online. In addition, the contract will include an agreed upon rate card for hourly rates, unit prices, and other relevant fees for services that may be associated with campaigns, as well as text messaging services.

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. While the City understands that to provide these services the Contractors must make an investment in human and physical resources, the workload may vary over the course of the contract term, or even month-to-month, and the City will look for such degree of flexibility in the offered pricing and payment structure as may be possible and reasonable for the City not to need to pay for unused or under-used resources during lax periods while still being able to have the Contractor gear up to accommodate growth or occasional volume spikes.

SECTION III - SCOPE OF SERVICES AND M/WBE REQUIREMENTS

A. Agency Goals and Objectives for this RFP

The Agency's goal and objective for this RFP is to obtain state-of-the-art Contact Center capabilities for handling 3-1-1 calls. Although the contract(s) that may be awarded under this RFP will require the handling of inbound 3-1-1 calls, there will be three different classes of contractor in that the nature of the other services (as described below in this RFP) will be different, including the use of additional channels of communication; i.e. 3-1-1 Online, text messaging, special campaigns (such as the Quit Smoking Nicotine Patch distribution) and other contact center services to achieve the City's stated objectives. (The City will continue to operate its in-house 3-1-1 Customer Service Contact Center using full time City employees.)

The Contractor(s) and its call-takers will be the voice of the City of New York in their contacts with the public. The City requires courteous, respectful and knowledgeable communication with the public, with appropriate regard accorded to the privacy of any information provided by the public. Any Contractor awarded a contract under this RFP will be required to give the City a right of approval over (and for some matters a right to control) all of the details of the work performed under such contract, including but not limited to approval of Customer Service Representative (call-taker) scheduling, training and evaluation of Customer Service Representatives, software applications allowed on the Contractor's desktops, and scripts of conversations with members of the public. In addition, it is very important to the City that the Contractor(s) comply (among other laws) with all laws applicable to employment practices (e.g., EEO, lawful immigration status) and places of employment (e.g., fire codes, safe working conditions).

Please note – Contractor may be required to submit reasonable wage information related to this contract to the City to address local requirements.

B. Agency Assumptions Regarding Contractor Approach

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above are as follows. Refer to Appendix E (Technical Background) for an indication of the hardware-based and software-based capabilities and services that the City, at no charge to the Contractor(s), will provide to the Contractor(s) selected for contract award under this RFP.

UNLESS OTHERWISE INDICATED HEREIN, THE FOLLOWING ASSUMPTIONS APPLY TO ALL CLASSES:

Implementation Plan

The Agency will issue a "Notice to Proceed" letter to any Contractor awarded a contract resulting from this RFP when such contract is registered by the Office of the City Comptroller. The City's project manager will specify the date by which Contractor's full operations must commence; provided, however, that the date specified by the City will allow the Contractor at least the minimum period of time set forth in its contract.

The Contractor must submit and comply with an implementation plan/time schedule covering facilities, equipment and recruitment and training of managers, supervisors and other staff – and including time for the City's inspection and acceptance testing requirements. The implementation plan must, at a minimum, fulfill all the requirements included in the proposed implementation plan that was submitted in the Contractor's proposal (or as the parties may agree to modify during contract discussions). It is noted that, as part of the implementation plan, the Agency will work with each new Contractor to provide network connectivity to, and quality of service with regard to, the systems being provided by the City.

The Agency will assist in on-boarding each new Contractor to incorporate it into the City's CRM (customer resource management) system and the Workforce Management System, as well as the Quality Monitoring and CCM (contact center management) tools and applications that will be provided by the City at no charge to the Contractors (*see* Appendix E). For any Contractor that is located in New York City, the Agency can provide free access to "CityNet," the City's wide area network. The Agency will provide the members of the Contractor's desktop support team and its technical support team with accounts and certain rights on the Agency domain. The Agency will create user accounts for the Contractor's call-taking personnel and other personnel, with unique ID numbers that will, as needed, allow them to access the Agency's CSMS system, NICE (call-recording system), Impact 360 (Workforce Management System) and CCMA (a contact center management application) or equivalents to the above.

3-1-1 Call-Taking Services (3-1-1 Call Handling)

Basic 3-1-1 Call Handling

The Contractor must, at the required workload volumes and in accordance with the service level requirements of the contract, handle 3-1-1 calls, 24 hours a day, 7 days a week, 365 days a year, including holidays.

As used herein, the term "handle" means appropriately address an issue, request or question raised by a caller in accordance with instructions, guidance or procedures provided by the City, including (in accordance with the "next steps" programming provided by the City) either transferring or escalating the call to Tier 2 or filling-in on-line claim or complaint forms and providing the caller with a ticket (or other claim identification) number. As used herein, the term "3-1-1 call" means a contact via telephone from a person who dialed either 3-1-1, 2-1-1 or alternative dial-in number(s) established by the City for local or non-local calls, routed to the Contractor by the City's system. (The Contractor will not be required to pay any telephone carrier charges for such incoming calls that are routed to it by the City's system, with the limited and rare exception that it might be necessary for the City to route an incoming call to Contractor's own 800 number.) The required workload volumes shall be as set forth in the contract or as otherwise established under the forecasting methodology of the contract. (*See* subsections of this RFP below titled "Estimated Workload Volumes" and "Periodic Forecasting Methodology/Plan for Customer Service Representative (call-taker) Staffing".)

All calls routed by the City's system to the Contractor are required initially to be processed by the Contractor's "Tier 1" call-takers. (Note that in the City's current practice, such call-takers are often referred to as "CSRs" – and proposers may see this or similar term used in certain materials relating to the 3-1-1 program.) The City, at no charge to the Contractor, will provide access to software that will enable the call-taker to "triage" (*i.e.*, search for a solution) for callers using the CSMS application.

Tier 1 call-takers either will be able to resolve the call at their level by providing information or will need to transfer the call for additional information. The City's current experience is that only a small percentage of the calls (the current experience is approximately 16%) will need to be transferred to Tier 2 agents for processing. (For examples of the types of contacts the Contractors will be answering and how they will be handled, please refer to Appendix F and Appendix G.)

The Contractor also shall be responsible for providing "Tier 2" call-handling capacity. Although in current practice calls needing to be escalated to "Tier 2" may be transferred to a pool of multi-skilled Customer Service Representatives located at one site, as a result of this RFP, the City's objective is for all or most Customer Service Representatives, in addition to being trained to have Tier 1 skills, also to be trained and skilled in handling Tier 2 calls of one or more governmental agencies (using one or more City agency "legacy" systems). Tier 1 and Tier 2 are the equivalent of call-taking skill-sets.

Estimated Workload Volumes

Since the City could possibly award multiple contracts from this RFP, the following are the expected baseline workload volumes of each:

- CLASS 1 -- Seventy (70%) percent of outsourced workload volume, estimated at 239,167 calls monthly

The anticipated monthly volume, broken down into three 8-hour time periods, is as follows:

- 12AM to 8AM 14,350 calls
- 8AM to 4PM 157,850 calls
- 4PM to 12AM 66,967 calls

- CLASS 2 -- Thirty (30%) percent of outsourced workload volume, estimated at 102,500 calls monthly

The anticipated monthly volume, broken down into three 8-hour time periods, is as follows:

- 12AM to 8AM 6,150 calls
- 8AM to 4PM 67,650 calls
- 4PM to 12AM 28,700 calls

- CLASS 3 – One hundred (100%) percent of outsourced workload volume, estimated at 341,667 calls monthly

The anticipated monthly volume, broken down into three 8-hour time periods, is as follows:

- 12AM to 8AM 20,500 calls
- 8AM to 4PM 225,500 calls
- 4PM to 12AM 95,667 calls

It is noted that the volumes indicated above represent the total workload volume that was outsourced by the City in Fiscal Year 2014 (*i.e.*, the 12-month period ending June 30, 2014). It is possible that the City's above estimates (which are the City's estimates at the time of issuing this RFP) may, at the time of contract award, be different; therefore, the City reserves the right to require that the contracts resulting from this RFP may be based upon estimated workload volumes that are different than stated above.

It also is possible that actual workload volumes may trend either upward or downward during the term of the contracts resulting from this RFP, and any contract resulting from this RFP can be expected to address that possibility also.

Performance Metrics (Service Level Requirements or "SLAs") for 3-1-1 Call-Handling

The service level requirements (or "SLAs") in the contracts will be based on the SLAs offered by the Contractor; provided that the City reserves the right to negotiate such offered service level requirements to ensure that the contract provisions reasonably and appropriately suit the City's needs.

Following is a listing of metrics that, at the current time, the City uses to assess the satisfactoriness of the services that are being provided to the public under the 3-1-1 program. Although the City recognizes that "appropriate call resolution" rather than speed or volume is the program's essential objective, it is nevertheless important to include appropriate service level requirements (for both Tier 1 and Tier 2 services) in any contract for outsourced services. With the exception of "Speed of Answer Service Level," levels of service will be

established via consultation between the City and the Contractor, taking into account the Contractor's proposed service levels.

Contact Center Performance Metrics:

Key Metrics

1. Call Quality. See Appendix I, which contains elements of a typical call evaluation. This evaluation process may be changed as required by 3-1-1.
2. Speed of Answer Service Level: 80% of calls answered within 30 seconds

Supplementary Metrics

3. Average Speed of Answer for measured time period.

Contractor Metrics:

4. Supervisor to Call-Taker Ratio
5. Annual Call-Taker Attrition Rate
6. Average Call Talk Time
7. Average Handle Time
8. Transfer Percentage
9. Call Quality. See Appendix I. Contractor is responsible for performance of call-takers as displayed in all dimensions of the call evaluation sheet.
10. Schedule Compliance
11. Occupancy (occupied hours / logged in hours)
12. Short Calls

Call-taker Metrics:

13. Schedule Adherence
14. Short Calls (less than 1 minute)
15. Average Call Talk Time
16. Average Handle Time
17. Average Not-Ready Time
18. Transfer Percentage
19. Call Quality. See Appendix I. Contractor is responsible for performance of call-takers as displayed in all dimensions of the call evaluation sheet.

As used in the above metrics, the following definitions apply:

“*Abandon*” means – Callers disconnecting after the completion of an IVR message but prior to connecting to a call taker

“*Abandon Rate*” means – The percentage of calls abandoned by the callers relative to total calls received

“*Call Talk Time*” means – Total talk time between caller and call taker during the phone call (including time when a caller is on hold)

“*Average Call Talk Time*” means – Average time call takers spend with callers on the phone

“*Handle Time*” means: (a) the time a call-taker spends talking or listening to a caller or having a caller on hold, plus (b) after-call work such as processing or wrapping up a transaction after a call, plus (c) the time if any that it takes Contractor's equipment to process the transaction.

“*Average Handle Time*” means – The total average time it takes for call takers to handle a call

“*Logged-in Hours*” means – Total hours that call takers are logged into the system to accept calls

“*Not Ready Time*” means – The total time that a call taker is designated as not ready to answer calls

“Average Not Ready Time” means – The average amount of time a call taker or call takers are unavailable to answer calls

“Short calls” means – Calls that end on average much more quickly than the average call which could be indicative of a technology issue, caller’s expectation or call takers ability to handle the call – usually under a minute.

“Speed of Answer” means – Time it takes for a call taker to speak directly to the caller

All of the above information will be readily available to the Contractor from the CSMS system.

It is anticipated that the contract resulting from this RFP will include mutually-agreed measures of liquidated damages or other provisions concerning economic consequences of a failure to meet required SLAs. In addition, it is anticipated that the contract will include liquidated damages for the unauthorized use or disclosure of the City’s confidential information (including personal or private information of callers). (See Section IV.3.b.)

Facility or Facilities

The Contractor must, for the term of the contract resulting from this RFP, provide space and physical facilities that are fully suitable and adequate to perform the required services at the workload volumes and service level requirements set forth in its contract. This includes but is not limited to space for call takers, supervisors, trainers, quality assurance staff and other staff; training rooms; a computer or communications area; and a central command/control center. This also includes provision of all necessary furniture and office equipment, including but not limited to workstations, office furniture, desktop computers and telephony sets (see “Equipment” requirements below). The City’s strong preference is that proposers should offer to physically segregate the space, and secure the equipment, that is used to provide services to the City from the space and equipment that is used to provide services to other customers of the Contractor. The facilities and infrastructure that the Contractor must provide after contract award shall be at least, and may, if necessary to meet SLAs, need to be greater than, what the Contractor offered to provide in its Proposal.

The above includes a requirement to have a secure computer/equipment/data room having at least one standard 19-inch equipment rack (see “Equipment and Technical Requirements” section below), acceptable environmental controls and uninterruptable power supply (UPS). (For further information regarding UPS, see “Business Continuity” section below.)

In addition, the Contractor must provide suitable, furnished office space for City personnel who may visit or inspect the site. The City’s preference would be for the Contractor to provide a private office of at least 196 square feet, including office furniture, telephone and equipment capable of connecting to the network and the 3-1-1 systems. The space must be dedicated to the City only when City personnel are present at the site, and may be used by the Contractor for other purposes at other times.

Except as may otherwise be permitted for call-takers who work for the Class 2 Contractor, it is required that all 3-1-1 call-takers must perform their work at the facilities provided by and under the control of the Contractor, and that such locations will be indicated in the contract(s) resulting from this RFP.

Unless otherwise permitted by the City, the facility or facilities provided by the Contractor must remain the same during the term of the contract.

The City’s project manager shall at all times, upon request, be given written confirmation of all the site(s) at which any services under the contract resulting from this RFP is being performed.

It is the City’s preference that a contractor maintain a facility within one hour travel time on public transportation from Lower Manhattan, or will arrange for space within the one-hour travel time on public transportation from Lower Manhattan, or offers to provide a secondary command and management center that is located within the one-hour travel time on public transportation from Lower Manhattan, and that would be suitable to serve as a local staging ground for the City’s own 3-1-1 operations management in the event that the City’s primary 3-1-1 facility becomes unavailable.

The Contractor must have and maintain fire suppression equipment and systems in accordance with all applicable fire codes.

Equipment and Technical Requirements

General

Other than any equipment, software or services that Appendix E of this RFP indicates will be provided by the City, the Contractor must provide all of the equipment, software, maintenance services, telecommunications, power, supplies and all other materials and services necessary to ensure the continuity and quality of Contractor’s performance under the contract – even if that turns out to be more equipment, supplies, software or services than the Contractor had estimated it would need when it prepared its Proposal. (However, if during the contract term the City imposes additional or different requirements than indicated in this RFP, these requirements will be addressed under a mutually agreeable Change Order or contract amendment.)

The Contractor(s) will be responsible for providing and maintaining call-taker PCs, from the outset of the contract term through the entire contract term, that meet or exceed the following minimum specifications (particular brand names are intended as examples only) or such other upgraded specifications as the City may require for adequate processing:

Category	Specs
Base Unit	Configurable HP Compaq 8300 Elite Small Form Factor PC
Memory	8GB DDR3-1600 DIMM (2x4 GB) RAM
Keyboard	USB Standard Keyboard
Monitor	HP LA1951g 19-inch LCD Monitor
Video Card	Video/graphics - ATI Radeon HD 6350 (512MB DH) PCIe x16 Graphics Card must support dual monitors
Hard Drive	500GB 7200 RPM 3.5
Operating System	Windows 7 Professional 64bit Energy Efficiency – N/A
Mouse	USB 2-Button Optical Scroll Mouse BLK

Processor	Processor - Intel Core 17-3770 Processor (3.40 Ghz, 8 MB Cache) Intel HD Graphics 4000 Chipset-Intel Q77 Express Chipset
DVD-Rom Drive	Optical drive – SuperMulti DVDRW Optical Drive
Sound Card	Integrated RealTek High definition Audio Device
Speakers	Built in or external

Aside from the above desktop specifications, the Contractor must provide at least the following:

- 2 standard voice jacks at each desk
- Telephone sets, as designated by the City
- Noise-cancelling headsets for all call-takers (compatible with all models of Avaya/Nortel phone sets)
- 110 Cross Connect frame with at least 3 connection points per jack provided
- 1 standard 19 inch equipment rack in a Data Room with proper security, UPS Power and acceptable environmental controls
- 2 separate 15 amp power receptacles located in the equipment rack
- Trunking only for planned or unplanned PBX outages. At a minimum the City requires 3 PSTN T1's with a local DID number and the Contractor's PBX will require an ACD queue to support as many agents (call-takers) as needed. (*See "Telephony Equipment" sub-section below.*)
- An appropriate greeting on the Contractor's PBX (the content of this greeting will be established by the City and given to the Contractor) prior to delivering calls to the agent (call-taker) queue.
- At a minimum, two (2) 100 Mbps EPL circuits, with one terminating at 11 Metro-Tech and the other at 59 Maiden Lane would be required, in the absence of fiber availability
- Any other items of equipment or supplies necessary for the provision of required services that is not expressly listed in Appendix E as equipment that the City will provide such thing at no cost to the Contractor.

All equipment provided by the Contractor must be compatible with, and inter-connectable with, the other components of the 3-1-1 system to which such equipment must connect.

To the limited extent that there are satisfactory alternatives for any of the above requirements in the situation where, under a Class 2 contract, some or all call-takers may work from remote locations, the City may agree to alter the above requirements in a Class 2 contract.

Telephony Equipment

It is extremely important that the Contractor be able to provide equipment and facilities to be used in the event that the City's primary telephony infrastructure becomes unavailable. This should include a Public Network-facing PBX which is capable of accepting large volumes of inbound calls from the Public Telephone Network.

Although the Contractor is not expected to replicate the entire technical infrastructure that is being provided by the City or to provide the same service and services as being provided by the City in regular mode, the Contractor should be able at a minimum to provide the ability to handle up to 96 simultaneous IVR calls and approximately 200 simultaneous voice calls.

Thus, the Contractor must provide a Public Network-facing PBX capable of accepting large volumes of inbound calls from the Public Network in the event that the City's primary telephony infrastructure becomes unavailable. (See specifications above in "General" sub-section.) This capability must be addressed also in the Contractor's business continuity plan (see the "Business Continuity" section below). It is anticipated that the Contractor would implement the processing of calls using its own PBX upon being notified by the City that it is necessary to do so.

In addition, it will be necessary for the Contractor's PBX to deal with incoming calls during brief regular "maintenance windows" during which the City will turn off its own PBX.

The PBX provided by the Contractor need not be dedicated exclusively to this purpose, provided that the PBX is capable of, and have capacity adequate for, serving this intended function, as indicated above in the first paragraph of this "Telephony Equipment" sub-section.

The Contractor must produce reports documenting its telephone activities during periods when its own PBX is being used and provide such reports to the City within 24 hours of restoral of services using the City's PBX. Such reports, at a minimum, must include:

- Number of calls
- Number of calls handled
- Number of calls abandoned
- Service level data
- Talk minutes
- Average talk time
- Average handle time
- Average speed of answer
- All other information that bears upon or determines Contractor fees

Call-Recording

The Contractor must record every 3-1-1 call and maintain such recordings for the time period required by the City. The City will, at no charge to the Contractor, provide the Contractor with all of the logging and recording equipment and supplies that the Contractor will need to use for purposes of complying with the City's requirements in relation to the recording of 3-1-1 calls. However, the City-provided equipment is capable of recording both voice and screen only under circumstances where a physical logger is present on site at the Contractor's facility. Therefore, if the Class 2 Contractor is utilizing distributed call-taking resources, then such Contractor must supply its own equipment to record both voice and screen, and provide the City with access to such recordings.

The Contractor must provide secure space and power for the call-recording equipment and supplies provided by the City to record all of the Contractor's 3-1-1 calls (or other calls performed under this contract). The Contractor shall inform its call-takers and the public that their calls are being recorded.

The Contractor must adopt full utilization of the City's existing NICE Logging and Recording tool or another commercially available product that New York City can access at no additional cost to the City. The Contractor must enable the City to monitor Customer Service personnel performance remotely, unaided and at will.

Thus, as of the time this RFP is being issued, the City plans on having the Contractor use, and will at City expense provide the Contractor with, NICE (*see* Appendix E); however, proposers can offer to provide and use a different call-recording system as long as such system will provide the same functionality as NICE (*see* Appendix E).

Right to Control Contractor Desktops

The City must have the continuing right to control the Contractor's desktops for 3-1-1 services. This shall consist of the Agency providing the image for the Contractor's workstations at Contractor's locations, providing patches, updates, etc. to Contractor's workstations, and the Agency having the right to establish the software policies for these desktops. The Contractor shall be prohibited from installing or allowing its staff to install any software on these desktops that the Agency has not authorized in advance. The Agency shall have 24x7 remote access to the Contractor's site for the purpose of controlling desktops and resolving any issues related to the software or access to software that is being provided by the City. If the Class 2 Contractor utilizes distributed call-taking resources under arrangements where a remote call-taker has "sessions," then the City must be given authority to have control of such sessions.

Helpline

The Contractor is responsible for providing helpline services for its own call-takers and other staff – and it is expected that the Contractor shall itself handle all problems with the hardware or software that the Contractor is providing and that the Agency shall, as needed, assist the Contractor's helpline in resolving problems relating to any hardware, software or software access provided by the City or problems with network connectivity to CityNet. Certain additional information regarding the support services that the City will provide is set forth in Appendix E.

Syncing Environments

The Contractor is required to implement any updated or upgraded technologies provided by the City or required by the City to be provided by the Contractor. This may, without limitation, include conversion to IP (Internet Protocol) sets (it is expected that the new IP sets will require one new LAN connection per set).

Staffing, Training and Supervision

General

The Contractor shall provide the call-taking, training, QA, supervisory, and management staff necessary to handle the anticipated call volumes and to meet the service levels requirements on a 24x7x365 basis. Higher levels of staffing may be required during certain time periods (hours, days, and seasons) due to fluctuations in call volume. As such, the Contractor's staffing model shall be sufficiently flexible so as to accommodate such fluctuations.

Periodic Forecasting Methodology/Plan for Customer Service Representative (call-taker) Staffing

The Contractor must implement and conduct a procedure for periodically and regularly confirming and committing in writing the minimum staffing levels that the Contractor will be obligated to provide for future, specified time periods. (Under the City's current practice, this confirmation happens frequently throughout the year.)

From the City's perspective, important objectives of this procedure include: (a) ensuring, over the five-year term of the contract, that as the City's needs vary the Contractor's staffing levels will continue to be adequate to meet the City's needs for the anticipated workload volumes and required SLAs, and (b) enabling the City to accommodate either growth or reduction of workload volumes, and thus either budget for periodic extra costs or not pay for unneeded or excess resources.

This procedure should be geared to be completed at least sixty (60) days in advance of the start of each relevant time period. Before that time, in response to the City's staffing proposal, the Contractor must present the City with its written staffing proposal for the time period, there must be opportunity for back-and-forth discussions between the parties, and the parties must have signed-off on their final agreement.

Under this procedure, the City will have the rights, within such limits or ranges as reasonably appropriate: (c) to mandate that if the parties do not agree then the plan must provide for the Contractor to supply such quantity of call-taker staffing as the City may direct, (d) to vary the hours of operation from 24x7x365, and (e) after the plan has been finalized, to require the Contractor, upon a number of days' notice to be determined by consultation between the City and the Contractor, taking into account the Contractor's proposed procedures, either to supplement or reduce staffing from the previously agreed-upon (or mandated) plan. (This point (e) relates to a situation other than one where, due to an emergency or unexpected unavailability either of the City's or the other vendor's contact center, the Contractor is called upon to provide additional services. See section below titled "Emergency Call Answering Services of Class 1, Class 2 and Class 3 Contractors".)

The Workforce Management System provided by the City is linked to the telephony system and is capable of tracking call-taker schedules and adherence, among other things. The Contractor will be responsible for keeping this system up-to-date regarding call-taker schedules. If the Class 2 Contractor is utilizing distributed call-taking resources, the Contractor must still provide this functionality, i.e. via the use of IP phone sets.

This procedure of linking the Workforce Management System and Contact Center Management/ACD to accumulate historical call activity will be used by the parties to provide data that will be useful for accurate forecasting of the required call taker workforce on any given day. In connection with forecasting, the Contractor shall use an automated link to Contact Center Management/ACD to accumulate the following historical call activity information in 15-minute intervals across all Contact Center Manager applications:

- Number of Calls Offered (after IVR treatment) (the term "Calls Offered" means the number of callers that attempted to get through to the Contact Center)
- Average Handle Time (AHT)

Customer Service Representative Qualifications and Training

Customer Service Representatives must meet specific educational requirements or a combination of educational and work experience requirements. (The City's current requirement in the absence of work experience is a Bachelor's degree. See Appendix C for qualification requirements for City Customer Service Representatives.) The Contractor's proposed written job description for Customer Service Representatives should be included in

the Proposal, and the contract resulting from this RFP will include a detailed written job description with qualification requirements for Customer Service Representatives.

It is expected that the Contractor will engage in a process of continuous recruitment and training of Customer Service Representatives to maintain adequate levels of staffing during the term of the contract. It is the Contractor's responsibility to engage in appropriate and lawful screening and other personnel practices to check that the persons it selects and utilizes as Customer Service Representatives – and, for that matter, to check that the persons it uses for any purpose under the contract – meet the Contractor's qualification requirements for the position and are in all respects fit and suitable for such positions.

Spanish Language Proficiency

Between 25 and 30 percent of Customer Service Representatives must be proficient in speaking both English and Spanish, although the requirement may vary as needed. The Contractor must utilize a percentage of English/Spanish bilingual Customer Service Representatives that is not less than 25 percent of all Customer Service Representatives.

The Contractor is required to provide the City with a listing, kept up-to-date, of Customer Service Representatives and supervisors who are Spanish-English bilingual. The Contractor is required to confirm that such persons are actually proficient in each language. This confirmation shall include administering a Spanish language proficiency test of the Contractor's choosing. The testing procedure and test results shall be subject to review by the City.

The City shall also have the right, upon demand, to have the Contractor administer to its Spanish-language bilingual Customer Service Representatives a different Spanish language proficiency test designated by the City. Depending on the test being used by the Contractor, the City may or may not choose to exercise this right. If such right is exercised, the Contractor shall use a vendor designated by the City for such purpose. Both parties will receive testing results, which may be used to assess the adequacy of the test being administered by the Contractor. The quantities of Customer Service Representatives tested in this manner, the frequency and duration of testing, and whether or not the City pays for the Customer Service Representative time or anything else, shall all be as set forth in the contract. Under current practice, a percentage of new-hires per calendar quarter can be tested with the City-designated test for one-hour each without the City being charged for their time, but the City can require more to be tested if it pays for their time.

Procedure for Languages other than Spanish or English

For languages other than English or Spanish, the City will, at no charge to the Contractor, provide a capacity to bring a translator into the call. The City-provided language-interpretation vendor provides service for 175 different languages and dialects. Even if the Customer Service Representative cannot identify the language that is being spoken, the interpretational service will identify that. If it is possible for the Tier 1 Customer Service Representative to resolve the issue using the interpreter, then he or she shall do so. Otherwise, the interpreter can remain on the call while it is transferred to Tier 2. After English and Spanish, the most commonly-encountered languages currently are Mandarin, Russian and Cantonese.

Initial Training

The Contractor must conduct initial training for new hires at Contractor's own facility or facilities using a training curriculum prescribed by the City. The training for Tier 1 Customer Service Representatives may vary between 2 weeks and 6 weeks, as approved by the City.

The City has its own methodology and training materials, including facilitator (leader) guides that it wants its Contractors to use. The Contractor shall use any training materials and facilitator (leader) guides provided to

the Contractor by the City, although these may be incorporated into the Contractor's own materials, and it will be the Contractor's responsibility to provide the necessary training tools for trainers and trainees.

At its discretion, the City may, but is not required to, conduct train-the-trainer sessions for the Contractor's trainers. The City will have the right to review all proposed training materials before they are used in training and to receive a copy of all training materials that are actually in use. The Contractor must revise any proposed or actual training materials as the City may direct.

It is expected that the Contractor will have a qualified training manager and will use a variety of training methods to account for different learning styles and to ensure that call-takers are well prepared to handle calls before they graduate from training. These methods include instructor-led discussions, "shadowing" (observing an experienced call taker on the job), role-playing, hands-on practice exercises, knowledge checks, visuals, games and assessments. Although the training manager does not need to be dedicated full-time to this project for the entire duration of the contract term, there are times during the project (such as at the commencement, if a new vendor is being on-boarded) when full-time service may be needed and the training manager must be available when needed.

The following are some of the topics that shall be covered in the 3-1-1 training program:

- Overview of 3-1-1 Customer Service Center business processes
- 3-1-1 policies and procedures
- Navigating CSMS (Customer Service Management System) or any CRM tool in use at the time by using the Advanced Search tool to search the knowledge base
- Resolving requests through applicable CSMS functionality
- Accessing and Navigating mainframe legacy systems and web based applications via the internet
- Handling service requests
- Using the telephone technology (CTI)
- Customer service training
- Listening skills
- Research techniques
- Identifying and escalating 9-1-1 Emergency calls.
- Monitoring individual schedules in Impact 360 or other suitable Workforce Management Application that the City may decide to use.
- Strategies for phone outages and or technical failures.

The Contractor must implement appropriate procedures to assess the success of training for each individual trainee and only pass such trainees on to an environment in which they will be answering or making telephone calls if they have been duly certified by the Contractor as qualified to perform such work.

The City shall have a right to observe the Contractor's training sessions and to review the trainee evaluations.

If the Contractor is being compensated by the City under the contract for initial training, the Contractor must follow procedures to prevent the City from being billed for inappropriate or excessive fees, such as charges for training of persons who do not meet minimum qualification requirements or repetitive training of persons who are unable or unwilling to learn how to do the job.

Ongoing Training

The Contractor must provide ongoing training to call-takers on new or revised procedures or services. The City must be informed in advance of any new or revised materials that are intended to be distributed to call-takers, so the City can have an opportunity to review, revise and approve of such materials.

Under current practice, refresher training for new systems releases and other Contact Center changes varies by month, but usually averages 2 to 6 training hours per call-taker per release, as approved by the City. Training and coaching to improve call-taker performance is more frequent and on average is about two hours each month for call-takers who are identified as requiring refresher.

Managers, Supervisors and QA Staff

The Contractor must provide adequate quantities of fully-trained and qualified managers and supervisors for directing and supervising the activities of the call-takers and escalation line personnel (for calls requiring “supervisor” assistance). One or more of such managers must be designated to serve as the liaison(s) to the City’s project manager and other staff of the City that may contact the Contractor from time to time.

In addition, the Contractor must provide quality assurance personnel responsible for monitoring and evaluating the productivity and other performance of call-takers. The contracts resulting from this RFP will set forth minimum required hours of management, QA and supervisory time.

The Contractor must provide at least one supervisor or manager who is fully qualified in Work Force Management (a solution currently being used in the 3-1-1 program) and who is preferably familiar with Impact 360. The Impact 360 suite, which includes Work Force Management, is described in Appendix E. The Work Force Management resource should be utilized by the Contractor in overseeing staffing issues and also be used by the Contractor for matters relating to employee schedules and service levels.

Call-Taker Quality Review

The Contractor must implement a quality review process that will be described in a written document prepared by the Contractor and submitted to the City for review and approval. The written document must correspond to the related content set forth in the Contractor’s proposal or include such other content as reasonably required by the City – and the City reserves the right to require modifications/improvements to such document during the term of the resulting contract.

The City prefers that the process should include a coaching and development procedure, in accordance with the standards established by the City’s own coaching and development staff, which includes call recordings and screen capture. (The Contractor will be enabled to access calls via the monitoring application provided by the City. Screen capture is a feature of all logging and recording applications utilized in the 3-1-1 program.) Such standards would include regular performance evaluations and the provision of feedback and coaching to correct deficiencies.

The Contractor’s coaching and development staff may be required to attend regularly scheduled “calibration sessions” with the City’s QA and contact center staff in order to ensure consistency. These sessions could change in format and location over time. Such evaluations and coaching sessions for each Customer Service Representative shall occur with a frequency not less than required in the contract resulting from this RFP. Evaluations of call-takers’ call handling skills may be completed side-by-side (*i.e.*, with a Quality Assurance supervisor sitting next to a call-taker and observing while listening to the call simultaneously), remotely (*i.e.*, listening to and monitoring the call from another location while the call-taker and the caller are both on the call), or by listening to a recorded call.

At least once a quarter, the Contractor may be required to update its written process consistent with updates to the City's own review process.

The City's current practice requires that call-takers who score below a specified score must receive remedial training at no charge to the City. The Contractor will be required to submit reports to the Agency showing frequency of errors and/or a history of repeated errors. (Please refer to Appendix I for a sample "Coaching and Development Form")

At least twice a month, unless the meeting is canceled by the City, designated managers, supervisors and QA staff of the Contractor will jointly listen to recordings with the City, at a location selected by the City, in order to confirm that the correct emphasis is being placed on the City's quality priorities. It is the City's intent that all supervisors and QA staff should participate at least once a quarter.

City Observation of Contractor Training

The City may at its discretion attend and silently observe: (a) call-taker coaching sessions, (b) new-hire training sessions, (c) EEO training sessions or training workshops and (d) other similar coaching or training sessions (e.g., mock calibration sessions) given to call-takers and supervisors on the project. If requested by the City, upon payment by the City of the lowest hourly rate (e.g., training rate) specified in the contract, the Contractor shall make call-takers available to participate in focus groups and surveys conducted by the City regarding project-related matters such as the ideas for improving the service being provided to the public under the City's 3-1-1 program, the quality of the language translation services provided by the City, *etc.*

Emergency Call Answering Services of Class 1, Class 2 and Class 3 Contractors

Class 1 Contractor: In addition to providing a PBX when needed (see "Telephony Equipment" sub-section above in this RFP), the Class 1 Contractor will be expected to provide call answering services on an as-needed basis in the event of an emergency (including unavailability of either the City's or the other vendor's contact center), and would quickly provide the necessary staffing level in order to handle a large volume of calls using the CSMS system. The Class 1 Contractor would provide these services under adverse conditions such as a natural disaster and/or localized and/or broad-scope emergencies. As circumstances may warrant, either different SLAs or excusal from financial consequences of non-compliance with SLAs may be appropriate.

Class 2 Contractor: In addition to providing a PBX when needed (see "Telephony Equipment" sub-section above in this RFP), the Class 2 Contractor is required to provide call answering services on a back-up / redundancy basis in the event that the Class 1 Contractor or the City's in-house 311 Customer Service Contact Center is unavailable due to unforeseen emergencies. The Class 2 Contractor will also provide call handling services when unforeseen spikes in call volume related to Citywide emergency situations such as blackouts, weather emergencies, strikes, *etc.* occur. Services would include the provision of a facility and all equipment, staff and training necessary to handle calls delivered to the Contractor either via the City's network infrastructure or from the Public Telephone Network. The Class 2 Contractor will be expected to provide the necessary staffing level in order to handle a large volume of calls using the CSMS system.

Class 3 Contractor: In addition to providing a PBX when needed (see "Telephony Equipment" sub-section above in this RFP), the Class 3 Contractor will be expected to provide call answering services on an as-needed basis in the event of an emergency (including unavailability of the City's contact center), and would provide the necessary staffing level quickly in order to handle a large volume of calls using the CSMS system. The Class 3 Contractor would provide these services under adverse conditions such as a natural disaster and/or localized and/or broad scope emergencies. As circumstances may warrant, either different SLAs or excusal from financial consequences of non-compliance with SLAs may be appropriate.

Security Procedures (Physical and Procedural)

Physical Site Security

The Contractor must implement appropriate physical and procedural security measures at and for its facility or facilities. Such security measures will include compliance with the Agency's Citywide IT security standards, which are available upon request from the Authorized Agency Contact designated above in this RFP.

Under the Contractor's security procedures, duly authorized personnel of the City shall be allowed to visit Contractor's facility or facilities to inspect such site(s) either on a scheduled or unannounced basis, 24x7x365, and shall be given whatever access cards or keys may be necessary for such purpose – although the person(s) receiving such access must comply with the Contractor's reasonable security protocols.

The Contractor must restrict access to all mission critical equipment and spaces, including the ACD switch, computer rooms, and tape storage, to authorized personnel only. The Contractor must have a security system capable of limiting access to the equipment room to authorized personnel. In addition, the Contractor must utilize password protection for any City equipment.

Data Processing System Security

The Contractor must segregate City 3-1-1 project applications separately and securely from other applications within the Contractor's facility. The Contractor must use logins and passwords to restrict user access to City 3-1-1 project applications to appropriately authorized persons only. If a contract resulting from this RFP or the City's project manager permits any employee or agent of the Contractor to access 3-1-1 or 3-1-1-related systems or data remotely, then the Contractor must implement and maintain appropriately secure procedures for such remote access. Upon request, at any time during the contract term, the Contractor shall inform the City in writing of the logical and procedural measures it has undertaken to comply with the requirements of this paragraph.

The City will document and coordinate the process of obtaining and maintaining user IDs for all Contractor employees or agents who have access to City 3-1-1's system(s). The Contractor will provide the City with the information needed to assign user IDs for new call-takers or other employees or agents. The information will include:

- Full name
- Position
- Social Security number
- Current Manager
- Date of Hire
- Spanish language ability (to identify persons to be placed in Spanish skill)

The City will assign all IDs for the exclusive use of the designated person, and the Contractor will take measures to ensure that its staff does not share IDs or logins.

The Contractor must notify the City in writing of employee or agent termination within one business day and provide termination information as appropriate.

Reporting

The Contractor must provide monthly reports, in a format and content acceptable to the City, covering at least the following matters, in addition to such other matters and including such other metrics as may be required by the City:

- All quantities of work or other measures relevant to the monthly invoice
- Organization chart and roster of managers, supervisors and QA staff
- Actual call-taker staffing compared to plan
- Actual call-taker staffing compared to plan (for English-Spanish bilingual staff)
- Internal quality management reviews/results
- New employees/agents and employees/agents who have left the project
- Affirmation regarding qualifications of new hires
- Incident reports

The City may, during the contract term, require modifications to the above list or to the format of reports.

Business Continuity

The Contractor is required to have and, when needed, implement a business continuity plan for its operations and facilities and provide a copy of that plan to the City upon request and whenever updated or revised.

The continuity of Contractor-provided services must be reliable under adverse conditions such as a natural disaster and/or localized and/or broad-scope emergencies. The plan shall include redundant power sources and/or uninterruptable power supply/battery back-up (at least 30 minutes supply) adequate to prevent loss of data due to voltage sags, spikes, brownouts, or blackouts. The following equipment should be protected: information systems equipment and data, communication equipment, telephone and PBX/ACD equipment. Production floor workstations need not be protected as a minimum requirement; however, the City will favorably evaluate and rate proposals to do so.

Manual Key/Data entry from 311 Online (Class 1 and Class 3 Contractor only)

The Class 1 and Class 3 Contractor must provide a capacity to perform manual key/data entry for service requests generated by 311 Online or other sources (*e.g.*, smart phones). These service requests are captured by the Agency's CSMS application, but must be manually re-keyed into the system of the agency responsible for the service fulfillment. This work can be performed at any appropriate and secure work location.

The source documents for this data-entry work are located in the CSMS application, where data is uploaded automatically from 3-1-1 Online. Thus, as a consequence of the Contractor having access to this system for performance of its 3-1-1 call-taking work, it also will have online access to these source documents. The data being entered customarily includes, but is not limited to, name and address data. The volume of the data-entry work can vary based on the weather and season. For example, during winter months, due to heat and no-hot-water complaints, workload has been approximately 8,300 items per month, whereas at other times the workload has been as low as 4,300 items per month. There are occasions when the work will require 24x7

coverage, based on the types of services that are being requested by members of the public and the cause of the request. The City has various service level requirements for different types of requests, depending on the affected service. From point of receipt of a complaint from a member of the public, such data may be required to have been fully and correctly key-entered within (at a maximum) 12 to 72 hours.

Text Messaging and Emerging Technologies (Class 1 and Class 3 Contractor only)

During the contract term, the Class 1 and Class 3 Contractor's services may be expanded as mutually agreed in a change order to include contacts by means other than telephone calls (*i.e.*, existing or emerging technologies). It is required that the Class 1 and Class 3 Contractors must keep abreast of state-of-the-art technologies and, if asked by the City, offer services consistent with best industry standards and practices at pricing that is competitive in the marketplace, with the City being charged rates that are as low as or lower than the rates that Contractor is charging any other of its customers.

Moreover, in addition to handling incoming telephone calls, the Class 1 and Class 3 Contractor may be required to provide text messaging service for the City. This work can be performed at any appropriate and secure work location(s), including by the use of remotely-located personnel/agents. This work may be mutually agreed upon in a change order that is entered into between the parties after contract award.

The text message service would leverage the existing 311 "content" that is used by the City's contact center as well as the public through 311 Online. The text messaging program should provide a suite of options for responding to customer inquiries including but not limited to: fully automated replies; partially automated replies; and fully-aided replies.

Following are preferred attributes for the text messaging service:

1. The text messaging service would be available 24/7/365.
2. The Contractor would provide a web portal for the registration of customers for the Contractor's service offerings, including, but not limited to, registration for customers who want to receive outbound alerts, notifications, or communications.
3. The Contractor would have the ability to send "outbound" communication alerts and/or messages via text to customers, as well as perform surveys on behalf of the City via text messaging.
4. The text message service would be scalable and flexible to adjust to a surge in user demands during emergencies and planned events.
5. The Contractor would respond to a text message within 4 minutes or less from receipt of the inquiry text message.
6. Text messaging would be available to customers using all wireless carriers operating within New York City and for all end point devices. In addition, the City wants the capability to respond to messages coming from outside of the City.
7. The service must be able to utilize an existing short-code already established and maintained by the City as the primary means of text message communications, and secure and add additional short-codes for the City for special programs or campaigns as needed. The text service would recognize incoming text messages in shorthand and traditional text. The outbound response should be in traditional text.
8. The Contractor would provide reporting and analysis regarding the utilization of the service by the public, including number of inquiries, types/subject of inquiries, response times etc. on a regular and ad hoc basis. (See list of preferred reports below)
9. The Contractor would have the capability of receiving and responding to messages in languages other than English. While it is not a requirement at the time of award, the City's expectation is that the Contractor would develop the capability to receive and respond to messages in at least 6 languages: Spanish, Chinese (Mandarin and Cantonese), Russian, Italian, Korean, and Haitian Creole, within a mutually agreed upon timeframe. Preference will be given to proposed solutions that include these languages.

10. The Contractor would maintain a system to ensure fraud-prevention and ensure that 3-1-1's privacy standards will be met. See Appendix J for 3-1-1 Privacy Standards.
11. The Contractor would maintain quality control procedures that ensure the City's rigorous standards for accuracy, completeness, and timeliness will be achieved via a text messaging interface.
12. The Contractor would integrate with the knowledge content housed in 311 Online provided by the City.

Following are preferred reports the City would want to receive:

Daily Activity reports which include the following details:

- Unique session ID
- Phone number
- Unique customer ID
- Question asked by customer
- Answer text provided to customers
- Date and time of questions
- Citation of website URL used to provide answer
- Response time calculated in seconds.

Weekly Activity reports of Text Messaging Sessions: This report summarizes Text Messaging Sessions transmitted via the City's short code, for the purpose of allowing the City to analyze quality of response provided by the persons responding to text messages. Such reports will, at a minimum, include the following sub-reports:

- Summary reports:
 - Total Session for Week
 - Weekly quality score
 - Overall average response time in seconds
 - Percentage of sessions completed within SLA (currently 4 minutes)
 - Total sessions by day of week & hour of day in tabular and granular format
 - Total number of completed sessions by persons responding to text messages/Customer ID/mobile device in prescribed formats by various subjects.
 - Total number of sessions by response time in tabular graphical format
 - Number of sessions where persons responding to text messages provided direction to "Call 311"
 - Number of sessions where persons responding to text messages deemed question to be "Out of Scope"
 - Number of sessions where customer expressed the term "Thanks" or "Thank You"
 - Number of sessions where persons responding to text messages needed to clarify the customer's question
 - Number of sessions deemed by persons responding to text messages to be of an emergency nature
 - Number of sessions where persons responding to text messages deemed question to be opinion based
 - Number of sessions where the customer was deemed to have used abusive language
 - Number of sessions from a mobile device flagged as having transmitted abusive language to the short-code in the past.
- Keyword reports including number and percentage of weekly sessions containing specific key words

- Session Data Report including but not limited to the following information:
 - Unique session ID
 - Unique customer ID
 - Questions asked By customer
 - Answer text provided by persons responding to text messages in response to customer inquiry
 - Time and date of question
 - Unique ID of persons responding to text messages
 - Citation of web site URL used to provide answer
 - Response time calculated in seconds
 - Quality score, as calculated for each session using agreed to Quality Assurance metrics
 - Number of sessions by day, by week
 - Number of sessions and avg. response time by hour of day
 - Number of sessions by unique Customer ID
 - Average answer time by date, in seconds
 - Number and percentage of sessions completed in predetermined time intervals in minutes and within agreed upon Service Level Agreement (currently 4 minutes)
 - Number and percentage of sessions completed in total for weekly period
 - Number and percentage of sessions completed by Unique ID of persons responding to text messages

- Comment to the Mayor Report – listing topical activity related to customer opinion sessions based on predetermined topics including but not limited to the following:
 - Budget
 - Criminal Justice
 - Housing
 - Sanitation
 - Transportation
 - Education
 - Homeless
 - Seniors
 - Quality of Life
 - Smoking
 - Security issues
 - Parks Issues
 - Cultural Arts
 - Economic and Professional Development
 - Environment
 - Health and Human Services
 - Support
 - Tourism
 - Veterans/Military
 - World Trade Center
 - Other (catch-all)

Campaigns (Class 1 and Class 3 Contractor only)

At different times throughout the year, the City may desire to execute certain in-bound or out-bound contact campaigns in cases where the City does not anticipate that the services will be regularly provided. An example of this would be a short-term initiative by the Department of Health and Mental Hygiene to enroll eligible participants in a stop-smoking campaign that includes the distribution of free nicotine patches. In order to meet

these needs, the Contractor would be available to provide contact answering services 24 hours a day, 7 days a week, and 365 days a year on an as-needed basis.

The City will work to alert the vendor proactively in advance of a campaign and inform the vendor of any specific requirements of the campaign. Campaigns can be expected to be limited to a period of between 1 to 4 months. A campaign will typically involve a relatively high volume of contacts within a short period of time. The City anticipates a minimum of one such campaign annually, with up to approximately five each year. Additional or special training for Contractor personnel, as approved by the City, may constitute a feature of a campaign. In many cases, software solution development services for use within the Contractor's contact center may be required to successfully execute the campaign. The Contractor will provide a technical solution that allows for multi-branch scripting and the recording of data associated with customer responses. Additionally, the Contractor may be required to supply customer call backs including generating, launching and tracking automated calls (robo-calls) using predictive dialer technology or other forms of communication to communicate with the customer. This might include a scripting application associated with CRM applications, Knowledge Management applications, or predictive dialing applications.

Possible Services Included in Campaigns

Automated Notification - Processes which include the collection of information for customization as required, and distribution across multiple media and channels, such as email, text, social media and telephony.

Chat - Interact with customers online in real time through two way-communication via "Instant Messenger" (chat) functionality to assist with inquiries, information, website navigation, research and answering questions from members of the public via information obtained from the 311 approved knowledge management systems.

Claims Processing – Receive, process, and track requests for claims from customers. Perform data entry to update inventory and tracking systems and applications and generate confirmation numbers or letters.

Collections – Initiate outbound calls to customers with outstanding balances to the City, arrange payments and secure recovery of funds due. Receive inbound "return" calls from customers to handle inquiry and payment arrangements.

Correspondence (email, fax, letters, social media) – Receive, organize, research and respond to written customer requests generated via letter, fax, or email, as well as, electronic requests generated through social media (Twitter, websites and blogs).

Data Entry/Data Processing – Prepare, organize, extract and manually enter data from source into system or application to create records and files. Generate transactions and /or fulfill on requests. Processing and preparation of inputs from a variety of sources and media, from paper to electronic; and cataloging, storing and safeguarding source material.

Dispatch – Coordinate and direct resources and assets to arrange for pick-up, transport and/or delivery of customers or goods.

Fulfillment - Store and manage inventory; receive and process orders, pick, pack and ship goods and materials to customers.

Help Desk: Provide technical support to users through intake, triage and analysis of reported problems; initiate trouble tickets; update tracking and reporting tools; test conditions to replicate or diagnose reported problems; monitor system and application performance for adherence and compliance.

Order Entry: Receive and process orders via phone, email, fax, online or other channels, and enter required information into systems or applications for fulfillment.

Scheduling: Receive and process request for appointments and bookings via phone, online or other channels. Utilize scheduling software to research and offer options and provide confirmation to customers.

SMS Text Messaging: Interact with customers via SMS service (text messaging) by receiving or responding to inquiries and using approved knowledge management systems to research and provide appropriate answers, directions or referrals.

Surveys: Contact customers via outbound calling to administer surveys, as well as support customer response to survey solicitation via inbound calls, email, online, promotion or other channels.

Telemarketing/Telesales: Perform outbound customer contact to offer or solicit goods and services, and process sales and orders.

Other Requirements

Ownership of Training and Other Materials

Article 6 (Copyrights, Patents, Inventions, and Antitrust) of Appendix A (the City's general contract provisions) sets forth the City's requirements regarding ownership of intellectual property. The City will own all intellectual property rights in any materials that it provides to the Contractor for training or other purposes (including information in the databases to which the Contractor is to provide access), and the City will also own all intellectual property rights in any training or other materials prepared or developed by the Contractor (or by its subcontractors) for use under the contract – although if there is any pre-existing proprietary information of the Contractor or a third party in such materials, then the Contractor may identify such pre-existing material, and the City shall be deemed to have a non-exclusive, perpetual license to use, reproduce, perform, modify and prepare derivative works from such proprietary material in the course of, and for the purpose of, implementing and enforcing the City's rights under the contract between the parties and for the City's other business.

The City will grant the Contractor license to use the City's CSMS software and to use and modify the City's documentation as necessary for Contractor to perform services under the contract resulting from this RFP and for no other purpose. Any documentation, data or other information regarding CSMS provided to Contractor or its agents or employees by the City shall be treated as Confidential Information.

The City will arrange for officers, employees or agents of the Contractor to be designated as authorized users of licensed third-party software products. Such license rights shall only extend to the Contractor's services under the contract resulting from this RFP and shall not be used for any other purpose. The Contractor shall cause its officers, employees and agents to comply with any usage or other requirements or procedures required under the City's license agreements of which Contractor is informed in writing.

Any City-owned physical property (such as equipment) provided to the Contractor for the Contractor's use, or for the City's and the Contractor's joint use during the term of the contract resulting from this RFP, shall be used by the Contractor only for its performance of services under the contract and for no other purpose -- and the Contractor is bailee of such property.

Confidentiality of Records and Privacy of Personal Information

Section 5.08 (Confidentiality) of Appendix A (the City's general contract provisions) sets forth the City's requirements regarding confidential information. In addition to the documents that are confidential information under Appendix A, the Contractor also shall treat all personal and other information provided by members of the public as being confidential information and it is the responsibility of the Contractor to establish and implement appropriate administrative, technical and physical safeguards regarding the security of such confidential information and to comply with the City's requirements and procedures with respect to confidential information. Personal information (a sub-category of confidential information) means any information concerning a person which, because of name, number, symbol, mark or other identifier, can be used to identify that individual. Personal information also includes a person's telephone number, Internet Protocol address and street address, and includes an identifiable person's inquiry, request or complaint to the 3-1-1 Contact Center. The City shall exclusively own all personal information and such information shall either be destroyed or turned over to the City when demanded by the City.

Procurement (Purchasing) Responsibility

The City reserves the right to require the Contractor to purchase any items of equipment that this RFP indicates will be provided by the City – and in such event the City will reimburse the Contractor at cost, without mark-up. Any such purchase must be made at a competitive market price approved by the City in advance.

City Rejection of Staff

The City shall have the right to reject staff proposed by Contractor for assignment to the program for any lawful reason.

Change of Facility Location

If the Contractor desires to change the location of the facility, Contractor must submit a proposal for a new location. Such proposal shall detail: a) the location where the work is to be performed; b) a Contact Center management and communication plan; c) physical and network security at the offsite location; d) cost savings to the City; and f) any such additional information that the City may reasonably request upon the provision of notice by the Contractor of its intention to propose a new location. Contractor shall not change the location of the facility without the prior, written consent of the City to the Contractor's proposal. Under no circumstances will a change in the location of the Contractor's facility result in an increase in cost to the City.

Right of Access

Contractor will provide the City with a 7x24x365 "Right of Way" to its facility, including the site and equipment, equipment room and other secure areas.

Contractor will reimburse the City all costs for travel, meals and lodging for up to two (2) resources for each visit to the Contractor's facility.

Liquidated Damages

It is anticipated that certain actions by Contractor will be subject to liquidated damages. Such actions include, but are not limited to, failure to meet service levels and unauthorized use or disclosure of City information. See Section IV.3.b.

C. Agency Assumptions Regarding Payment Structure

The Agency's assumptions regarding the performance-based payment structure that will most likely assure that the selected proposer(s) will perform the work under the contract(s) awarded from this RFP in a manner that is cost-effective for the Agency and most likely to achieve the Agency's goals and objectives set out above, is as follows:

- a fee for logged production hours
- for campaigns, an agreed upon rate card for hourly rates, unit prices, and other relevant fees, to be determined at the time of campaign assignment

D. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

E. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment F, the Whistleblower Protection Expansion Act Rider, carefully.

F. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment G for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the

required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

G. Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term.

Please read Attachment I, the subcontractor compliance notice, as it relates to competitive solicitations.

H. Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider (in Attachment K) describes the HireNYC process and obligations, including reporting requirements throughout the life of the contract. The HireNYC process requires contractors to enroll with the HireNYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

I. Paid Sick Leave Law

The Paid Sick Leave Law requires covered employees who annually perform more than 80 hours of work in New York City to be provided with sick time. The Paid Sick Leave Rider is included as Attachment L.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Proposers may submit Proposals for contracts in a single Class, all Classes or any combination of Classes in this RFP. Each Class will be evaluated separately; therefore a separate proposal must be submitted for each Class to which the proposer intends to respond.

Proposers may not be awarded a contract in more than one Class. If the City determines to make an award in Option 1 (Class 1 and Class 2) and if a proposer is eligible for award in both Class 1 and Class 2, the Agency reserves the right to determine, based on the proposer's demonstrated capability and the best interests of the City, which Class the proposer will be awarded a contract.

The Agency reserves the right to make two (2) awards under Option 1 (Class 1 and Class 2) a single award under Option 2 (class 3) or no awards under this RFP based on the best interests of the City.

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" paper. The City requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. In addition, proposers should submit a CD-ROM containing an electronic copy of all hardcopy documents submitted in response to this RFP. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment A) transmits the proposer's Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

2. Technical Proposal

The Technical Proposal is a clear, concise narrative which addresses the following:

a. Experience

UNLESS OTHERWISE SPECIFICALLY STATED, THE FOLLOWING MUST BE PROVIDED FOR ALL CLASSES OF SERVICE

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III of this RFP. (Specifically address the following:

- Describe the proposer's experience providing outsourced Contact Center services during the last five (5) years. Include the following:

- (a) Percentage of business resulting from the provision of inbound calling, text, chat or other answering services and percentage from outbound calling, text, chat or other communications services.
 - (b) Length of time in the Contact Center Services business (including, if applicable, more than 5 years in the past).
 - (c) Number of clients.
- Provide the names of six (6) relevant clients during the last five (5) years. State how long the proposer has done business with each client, and give a description of the services provided.
- For each relevant client to whom the proposer provided contact center services during the previous 12-month period, provide the following actual data if available:
 - (a) Annual number of calls, text, chat or other communications sessions handled, including
 - breakdown of call and contact types handled (Outbound/Inbound/Voice Response Unit, by type (order entry/customer service/sales/other)
 - percentage of abandoned calls
 - percentage blockage (inbound and outbound)
 - service level percentage
 - (b) Daily call volume – average and daily, weekly and seasonal peaks.
 - (c) Wait times – average and peak.
 - (d) Average number of calls processed per agent per hour
 - (e) Number and list of languages available.
 - (f) Call taker turnover.
 - (g) Frequency of monitoring.
- Describe significant or relevant work experience with New York City customers or clients (i.e., work with New York City’s municipal government, including public authorities or similar). If the proposer or a proposed sub-contractor has had a contract with any office or department of The City of New York within the past five (5) years, or has provided service to any office or department of the City as a sub-contractor within the past five (5) years, that should be disclosed.
- If available, include promotional materials, phone numbers, and applicable web addresses to test-call three (3) of your current clients.

In addition:

- Attach a listing of at least three relevant references (use Attachment C), including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposed sub-contractor if any.
- Attach for each key staff position a resume and/or description of the qualifications that will be required. Include resumes for organizational leadership, including trainers, managers, and supervisors. (In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.)

b. Organizational Capability

UNLESS OTHERWISE SPECIFICALLY STATED, THE FOLLOWING MUST BE PROVIDED FOR ALL CLASSES OF SERVICE

Demonstrate the proposer’s organizational (i.e., technical, managerial and financial) capability to provide the work described in Section III. Specifically address the following:

- Describe your company, including its core business (inbound versus outbound and sales versus service) and what percentage of the business is dedicated to call, text, chat or other answering services for emerging communications that could be adapted to the contact center.
- Indicate the legal structure of the proposer (e.g., corporation, limited liability company, partnership, etc.). When was this business entity organized and in what state (or foreign country)? If proposer is a subsidiary of a different business entity, explain.
- Describe the proposer’s organizational (i.e., programmatic, managerial and financial) capability to provide the work described in Section III. Specifically address the following:
 - a. Contact Center staffing structure
- Demonstrate the proposer’s capability to provide the requisite staffing, equipment and facilities related to Contact Center functionality for the Class of Service to which the proposer is responding. Include, for each facility proposed, the proposed number of dedicated seats and the number of additional seats available, as may be needed,
- Demonstrate the proposer’s capability to staff up call takers quickly within a 24 hour period to meet a surge in call volume.
- Demonstrate the proposer’s reporting capabilities (ACD and computer).
- Demonstrate the proposer’s capability to develop custom software.
- Demonstrate the proposer’s IT support capabilities.
- Provide retention and turnover statistics for the past 5 years, State the three major reasons for contact center staff turnover.
- Provide the proposer’s current number of QM staff and the current ratio of QM staff to call takers.

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer’s organization.
- 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. If the proposer is a public company, attach a copy of proposer’s latest 10-K, annual report and quarterly report.

c. Proposed Approach

UNLESS OTHERWISE SPECIFICALLY STATED, THE FOLLOWING MUST BE PROVIDED FOR ALL CLASSES OF SERVICE

Describe in detail how the proposer will provide the work described in Section III of this RFP and demonstrate that the proposer’s proposed approach will fulfill the Agency’s goals and objectives. (Class 2 proposers may submit a proposal under which all call-takers work at the Class 2 Contractor’s facility or facilities, or a proposal under which some or all call-takers work remotely from locations other than such facility or facilities. Both alternatives can be offered; however, it is recommended either that separate “Proposed Approach” sections be submitted for each alternative, or that the proposer be very clear in distinguishing the differences between these two approaches.) Specifically address the following:

- Submit a proposed Implementation Plan (including schedule), covering all the items identified in the corresponding section of the RFP and any other items you deem necessary, indicating the tasks the

Contractor will undertake from the time between its receipt of the “Notice to Proceed” letter from the Agency until its commencement of full service for the respective Class. Although the actual date will be determined by the City, assume for purposes of your plan that commencement of full service for a Class 2 contract begins September 1, 2015 and commencement for a Class 1 or Class 3 contract begins January 1, 2016.

- Indicate the minimum time period after receipt of the Notice to Proceed letter that the proposer will require in the contract, after receiving a “Notice to Proceed,” to commence performing full services.
- Describe the facility or facilities that are proposed to be used for the provision of 3-1-1 call-handling services. Proposers for Class 1 and Class 3 also need to indicate if the same or different facility will be used in the provision of other Class 1 and Class 3 services. Your description should do the following:
 - Identify the location of each proposed facility.
 - If not located within NYC, describe any secondary command and management center located within NYC
 - Indicate the nature and duration of proposer’s right of occupancy for the proposed facility or facilities
 - Indicate hours of operation of each facility.
 - Describe the size and nature of the space proposed to be used for providing services, including space for computer and other equipment, training, and use by visiting City staff
 - Indicate the number and type (PC/VT) of proposed call taker workstations at each facility, and provide the technical specifications of PCs/VTs.
 - Indicate the standard size of each workstation.
 - Indicate whether the space is proposed to be built out or is currently in use, and if it is the number of currently employed call takers at each location.
 - For Class 2 proposals only, describe any facility-related procedures or matters that may be applicable to remotely-located call-takers.
 - Describe any safety features (*e.g.*, fire suppression).
- Describe how you propose to meet the technical requirements, including for all of the equipment that you will provide (give brands, model numbers and quantities). How will each call-taker workstation be equipped? [Since the proposed solution will include equipment and capabilities provided both by the City and by the proposer, both should be indicated, specifying which party is responsible for providing each.]
- Describe the telephony capability that you will provide, including a description of the equipment and software. Although it is not necessarily required that Contractor provide 100% backup of the City’s entire telephony infrastructure, indicate what PBX/ACD, IVR and other telephony capabilities can be available for and provided to the City if and when needed. (See corresponding section[s] of RFP.) In your telephony description, to the extent applicable, please address the following matters:
 - Give the proposed telecommunications infrastructure.
 - Describe the ACD and telecommunications structure in each facility, including the number of T1 circuits, PBX, vendors, etc.
 - Detail the hardware and operating systems proposed.
 - Describe how the proposer will emulate external operating systems through real-time or direct data links.
 - Describe how the proposer will interface with existing 311 systems.
 - Describe computer security measures.
 - Describe the CTI capabilities at each facility.
- Address: (i) call-recording; (ii) the Agency’s right to control the proposer’s desktops; (iii) proposed Helpline procedures; and (iv) proposed activities in relation to the Workforce Management System.

- What maintenance contracts and SLAs are applicable for the equipment the Contractor is required to provide and maintain?
- Describe the staffing, training resources, and supervisory resources that are proposed to be assigned to this project from the commencement of the contract term, throughout the period when the Implementation Plan is in effect, and until full regular production operations commence.
- For Class 2 proposals only, describe whether some or all call-takers will be located remotely from the Class 2 Contractor's facility or facilities, and indicate all procedures and other matters that are relevant and material to such practice.
- Describe the staffing, training resources, and supervisory resources that are proposed to be provided on an on-going basis, when full regular production operations commence and continuing until such time as the parties, under the periodic forecasting methodology, establish different requirements. Indicate the proposed staffing levels for each of the three 8-hour shifts indicated in the corresponding section of the RFP. Include a description of the effectiveness of proposer's staffing and/or scheduling tools, and its staff recruitment strategy and activities, including the following:
 - Project staffing roster.
 - Hiring criteria and processes.
 - Staffing model, including call takers, supervisors, and managers.
 - Plan to be able to staff up call takers quickly within a 24 hour period to meet a surge in call volume.
 - Description of the City's primary contact(s).
 - Staffing and/or scheduling tools that will be used, and the proposer's approach to integrate with the 3-1-1 Impact 360 Workforce Application Tool, or its proposed utilization of another tool.
 - Motivation and retention programs proposed.
- Describe your proposed qualification requirements for call-takers (including Spanish-language)?
- Describe the Spanish language proficiency testing procedures that you propose to implement during the term of the contract. In the event the City chooses to validate your testing procedures with its own test, indicate the extent to which it is agreeable to the proposer for that to occur at no charge to the City (except that the City will be responsible for any third-party testing fees incurred).
- Indicate the performance metrics (SLAs) for 3-1-1 call handling that the Contractor will comply with. Provide a response for each of the measures set forth in the corresponding section of the RFP (for example: Speed of Answer, Average Speed of Answer, Average Handle Time Measures). [Note: any potential economic consequences for a failure to comply with SLAs should be addressed in the Price Proposal, not here.]
- Describe your proposed periodic forecasting methodology. Your description should address: (i) what data (e.g., Workforce Management System data) you will rely upon and how you will recommend staffing levels; (ii) how frequently or regularly the procedure will be undertaken; (iii) how your proposed methodology will enable the City to accommodate either growth or reduction of workload volumes; and (iv) the limit or range within which the City, under your proposal, will have the ability after the plan has been finalized to require the Contractor, upon X days' notice [the proposer should specify the value of X], either to supplement or reduce staffing from the previously agreed-upon (or City-mandated) plan. The description should cover all concerns mentioned in the corresponding paragraph of Section III of the RFP.
- Describe how, when and where the Contractor will conduct training for new hires. Your description should include how your training materials will be prepared. You should address all matters discussed in the corresponding section of the RFP, as well as the following matters:

- Strategies and timelines for training new hires.
- Strategies for new skills (release) training.
- Strategies for / frequency of refresher training.
- Capabilities to incorporate 3-1-1 training programs and methodologies.
- Strategies to train for 3-1-1 tools and procedures.
- Strategies for customer service training.
- Strategies for phone outages and technical failures.
- Describe how, when and where the Contractor will conduct ongoing training for current staff. Your description should include how your training materials will be prepared. You should address all matters discussed in the corresponding section of the RFP.
- Describe how the Contractor will manage and supervise its services under this contract, including the numbers and types of managers, supervisors and QA staff, and what they will do. Indicate which staff will be qualified in Work Force Management (and, if applicable, all of Impact 360).
- Describe the procedures that Contractor will follow in relation to call-taker quality reviews. Address all matters raised in the corresponding section of the RFP. Address the following matters:
 - Technical approach to integrate with the 3-1-1 Quality Monitoring Tool, or else proposed utilization of other suitable Quality Monitoring Tools.
 - Proposed Quality Assurance program.
 - Strategy for ensuring that Quality Assurance/Monitoring recruitment, staffing and all evaluation criteria meet 311 Quality Assurance/Monitoring standards and requirements.
 - Proposed number of QM staff and ratio of QM staff to call takers.
 - Frequency of monitoring.
 - Description of remote monitoring capabilities provided to clients.
- Indicate the frequency, per Customer Service Representative, of evaluations and coaching sessions that you intend to conduct. Indicate how many evaluations per week each supervisor would be expected to conduct.
- Indicate proposed procedures regarding City presence at and observation of training or coaching sessions.
- Describe how the Proposer would provide the emergency call-answering services indicated for the Class for which it is proposing. Describe all Contractor-provided equipment, services and procedures.
- Describe the proposed security (procedural, physical, logical) and IT support that the Contractor will provide. Address the following matters:
 - Describe how hardware and operating systems are supported.
 - Indicate the hours of IT support.
 - Indicate the number of IT staff, by type.
 - Indicate the number of programmers employed, including programming language proficiency of each.
 - Describe the approach for assigning new user IDs for call takers.
 - Demonstrate the effectiveness of the proposer's computer security measures.
- Indicate the reports it is proposed that the Contractor will provide to the City, and the City's option to require additional or different reports. Address the following matters:
 - Describe report delivery options, including standard and custom reports.
 - Describe the proposer's approach to developing custom reports and indicate turnaround times to develop such reports.
 - Describe the proposer's web based business intelligence tools that have the ability to feed an external business intelligence client such as Oracle Business Intelligence Enterprise (OBIEE).

- Include an outline of your proposed Business Recovery/Disaster Recovery plan, and indicate at what point during the Implementation Plan the BR/DR plan will be submitted to the City for final review and acceptance. The outline should address the following matters:
 - Describe the approach to ensure 24/7/365 operation of telephony systems, computer systems and facilities, and include plan for maintaining current staffing requirements.
 - Describe and demonstrate the effectiveness of the proposer's Telephony DR Plan(s).
 - Describe and demonstrate the effectiveness of the proposer's computer systems DR Plan(s).
 - Describe and demonstrate the effectiveness of the proposer's facilities DR/evacuation Plan(s).
- Describe the procedures and services the Contractor will perform to provide manual key/data entry from 3-1-1 online. (Class 1 and Class 3 only.)
- Describe the procedures and services the Contractor will perform to provide text messaging and other optional services. (Class 1 and Class 3 only.) For proposed text messaging services, address the following requirements:
 - Describe the proposer's understanding of the text-messaging services provided by 311 and the services provided by City agencies. Describe the proposers' understanding of DoITT's goals and objectives with regard to text-messaging services.
 - Describe the integration points to 311 Online and explain how the proposer's solution would leverage the existing knowledge base of 311 through 311 Online.
 - Describe the options for responding to customer inquiries through the text messaging services, including but not limited to: fully automated replies; partially automated replies; and fully-aided replies. Provide a matrix of text messaging options by carrier, by end point device, and response times from receipt of inquiry.
 - Indicate whether the proposer's solution features availability for text messaging services to customers spanning all wireless carriers operating within New York City and for all devices. In addition describe your ability to respond to questions outside the City.
 - Describe how your solution provides scalability and flexibility to adjust to user demands during unplanned (i.e. snow storms, heat waves, strikes) and planned events.
 - Describe your approach to providing "outbound" communication alerts and/or messages via text to customers, as well as to launching and completing surveys via text messaging.
 - Describe how the public can register for outbound messages, alerts and communications.
 - Specify in detail the methodologies and devices that would be used for fraud-prevention, and to ensure that the City's privacy standards for information and use will be met.
 - Detail what reports and analyses regarding the utilization of the service by the public the proposer can provide: for example, number of messages, types of inquiries, subjects, and response time on a regular and ad hoc basis.
 - Indicate whether the proposed solution is capable of receiving and/or responding to inquiries in languages other than English and identify the languages that are currently available. Also, indicate whether/when the following languages will be available: Spanish, Chinese (Mandarin and Cantonese), Russian, Italian, Korean, Haitian Creole.
 - Describe how the proposed solution would integrate with the 311 content source and structure, and describe the proposer's ability to access and utilize 311 content, both to respond to text inquiries from customers and to deliver updates via outbound alerts or notifications. Particular focus should be given to establishing and proposing a solution that minimizes the maintenance of content by both the contractor and the client.
 - Describe the proposer's quality control procedures that ensure that the City's rigorous standards for accuracy, completeness, and timeliness will be achieved via a text-messaging interface.
 - Describe the consulting services that would be available to the City to evaluate and provide recommendations regarding best industry standards and developing the proposed solution.

- Describe your proposed approach for the campaign described in Appendix H. [Note that this is a model campaign, rather than a campaign for which a contract will actually be awarded as a result of this RFP.] (Class 1 and Class 3 only.)

In addition:

- Attach samples of standard reports.
- Attach samples of operational reports.
- Attach a Quality Monitoring form.
- Attach samples of reports that demonstrate compliance with required service levels.
- Attach sample reports regarding the utilization of text messaging service by the public.

The Agency's assumptions regarding contractor approach represent what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe will most likely achieve the Agency's goals and objectives. Proposers may also propose more than one approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

3. Price Proposal

Proposers submitting for multiple Classes of Service must submit separate Price Proposals.

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City's best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards of Sections IV(3)(a) and IV(3)(b), below.

a. Proposed Pricing

The Price Proposal should include each of the following for providing the work described in Section III of this RFP:

- The proposed rate per unit of service and total offering price in the format prescribed in the Price Proposal form attached as Attachment E.
- The proposed rate for each component of the contract's performance-based payment structure proposed in Section IV(3)(b), below.

b. Performance-Based Payment Structure

List and describe liquidated damages tied to outcomes for providing the work to be performed by the proposer under the contract that could potentially be applied to the contract, in whole or part, as a reliable means for measuring and paying for success, as described in Section III of this RFP. The Agency's assumptions regarding performance-based payment structure represents what the Agency believes will most likely achieve its goals and objectives. However, proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the Agency's goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the proposer's proposed performance-based payment components may not be scored by the Agency's Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to contractors.

4. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment D) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (D), above. The proposer should complete this form as instructed on the form.

B. Proposal Package Contents ("Checklist")

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 original set and five (5) duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment A) (___)
 - Technical Proposal
 - oo Narrative (___)
 - oo References for the proposer and, if applicable, each Sub-Contractor (Attachment C)(___)
 - oo Resumes and/or Description of Qualifications for Key Staff Positions (___)
 - oo Organizational Chart (___)
 - oo Audit Report or Certified Financial Statement or a statement as to why no report or statement is available (___)
 - oo Samples of standard reports(___)
 - oo Samples of operational reports(___)
 - oo Quality Monitoring form(___)
 - oo Samples of reports that demonstrate compliance with required service levels(___)
 - oo Samples of reports regarding the utilization of text messaging service by the public(___)
 - Acknowledgment of Addenda Form (Attachment D) (___)
 - Iran Divestment Act Compliance Rider for NYC Contractors (Attachment G) (___)
 - Six (6) CD-ROM or USB flash drive containing an electronic copy of all hardcopy documents submitted in response to this RFP (___)
2. A separate sealed inner envelope labeled "Price Proposal" containing one original set and five (5) duplicate sets of the Price Proposal.
 - Price Proposal Form (Attachment E) (___)
 - Proposed Performance-Based Payment Structure (___)
3. All proposals must contain a third sealed inner envelope labeled "Doing Business Data Form" containing an original, completed Doing Business Data Form (see Attachment H) (___)
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.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. Each Class will be a separate competition pool. The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist through a natural break in scores. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. If the Agency Chief Contracting Officer determines that the technical scores within the competitive range are very close, a best and final offer (BAFO) process will be conducted. However, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms. The price proposals of the short-listed vendors will then be opened and reviewed by the evaluation committee.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 30%
- Demonstrated level of organizational capability. 40%
- Quality of proposed approach. 30%

C. Basis for Contract Award

A contract will be awarded to the responsible proposer or proposers whose proposal(s) are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Contract award shall be based on the best combination of technical ability and price, as calculated by lowest price per technical point as detailed below, and subject to the timely completion of contract negotiations between the Agency and the selected proposer(s). Based on the final technical scores of the proposals, after any oral presentations, discussions and/or technical Best and Final Offers, if applicable, have been held, the Agency will establish a shortlist - either through a natural break in scores or a technically-viable cutoff score - and those proposals still under consideration for award will be ranked in order of lowest price per technical point, which shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final technical score.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: <http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

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

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

L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1million) (above \$1million).

M. Charter Section 312(a) Certification. [IF APPLICABLE]

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

_____ The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.



(Commissioner) (Agency Chief Contracting Officer)

2/16/2016
Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
Submit a NYC-FMS Vendor Application - Call 212/857-1680

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

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;

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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 its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. **CDRB Determination.** Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

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

6. **Finality of CDRB Decision.** The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the

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

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

Section 12.04 Claims and Actions

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

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

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

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

Section 12.07 No Waiver

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

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

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

Section 13.02 All Legal Provisions Deemed Included

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

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

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

Section 13.04 Compliance With Laws

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

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the

program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

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

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. display any political preference or party allegiance;

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

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

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

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

Section 13.07 Participation in an International Boycott

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

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

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

Section 13.08 MacBride Principles

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

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

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

Section 13.09 Access to Public Health Insurance Coverage Information

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

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

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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

APPENDIX B – GLOSSARY OF TERMS

Term	Definition
3-1-1 Agents/CSR	Customer Service Representatives who answer inbound telephone calls, text and chat from New York City residents, business owners, and visitors that dial 311 from within the City or (212) NEW YORK from outside the five borough area or communicate with 311 via other channels. Most 3-1-1 Agents are multi-skilled, and are trained to handle Tier 1 calls and one or more Tier 2 agency skill sets.
CSMS	The Customer Service Management System, which is the primary application used by CCRs to service telephone calls from citizens. The Customer Service Management System integrates Contact Center, e-mail response, and Analytics/Reporting.
ACD	Automatic Call Distributor - The specialized telephone system used in incoming calls. It is a programmable device that automatically answers calls, queues calls, distributes calls to agents, plays delay announcements to callers, and provides real-time and historical reports on these activities. It may be a stand-alone system, or ACD capability built into a Central Office (CO), network, or PBX.
AHT	Average Handle Time - The amount of time it takes on average to handle an incoming contact to completion. This is the sum of Average Talk Time and Average Post Call Work for a specified time period.
Application-based Call Routing & Reporting	The ACD capability to route and track transactions by type of call or application (e.g., Tier 1, Tier 2, etc.), versus the traditional method of routing and tracking by trunk group and agent group.
Calls, Text or Chat Handled	The number of calls, text or chat conversations received and handled by agents. Handled calls, text or chat do not include those that abandon or receive busy signals.
Next Available Agent	A call distribution method that sends calls, text or chat to the next agent who becomes available. The method seeks to maintain an equal load across skill groups or services. When there is no queue, Next Available Agent reverts to Longest Available Agent.
PBX	Private Branch Exchange - A telephone system located at a customer's site that handles incoming and outgoing calls.
QM or QA	Quality Monitoring or Quality Assurance – The process of listening to or monitoring agents' telephone calls, text or chat, for the purpose of maintaining quality. Monitoring can be: A) silent, where agents don't know when they are being monitored, B) side by side, where the person monitoring sits next to the agent and observes calls, text or chat or C) record and review, where calls, text or chat are recorded and then later played back, assessed, and scored.
Queue	A function of the PBX and ACD that holds callers on a “first come, first served” basis until an agent becomes available.
Shrinkage	A numerical factor that leads to the minimum staff needed on schedule over and above base staff required to achieve your service level and response time objectives. It is calculated after base staffing is determined and before

Term	Definition
	schedules are organized, and accounts for things like breaks, absenteeism and ongoing training.
Skillset	A group of agents that share a common set of skills enabling them to handle a specific type of contact, such as service requests for a specific governmental agency (e.g., Dept. of Transportation, Dept. of Sanitation, etc.) or in a specific language (e.g., Spanish, etc.).
Threshold	The specified point at which an action, change, or process takes place (e.g., highlight all calls with a duration greater than 300 seconds).
Tier 1	The pool of 3-1-1 Agents provided by Contractor that receive all inbound calls, text or chat to the contact center. Calls, text or chat are distributed on a virtual “next available agent” basis to multiple sites. Approximately 84% of all calls, text or chat to be handled are projected to be serviced by Tier 1 representatives. The objective is for all 3-1-1 Agents to be trained and skilled in handling Tier 1 calls.
Tier 2	Multiple pools of 3-1-1 Agents provided by Contractor that receive inbound calls, text or chat that are transferred from Tier 1. Calls are currently distributed to multi-skilled Tier 2 Agents at one site, but in the future, Tier 2 Agents may be located at multiple sites. Approximately 16% of all calls are transferred to one of the Tier 2 agency pools. The objective is for all 3-1-1 Agents to be trained and skilled in handling Tier 2 calls for one or more governmental agencies using one or more legacy applications.
CTI	Computer Telephony Integration - the software, hardware, and programming necessary to integrate computers and telephones so they can work together seamlessly and intelligently.
CTI toolbar	A CTI-based telephone with a graphical user interface that’s installed in the user's PC. It can be connected to a PBX or function as a stand-alone telephone. It can perform a full range of telephone functions, such as placing the caller on hold, conferencing the caller with another party, or transferring the call. It may include drop down pick lists of frequently used telephone numbers or extensions, and may be integrated with business applications such as Siebel or Outlook for automatic phone dialing.
SAT	Service Assurance Team – A unit that coordinates communications between the 3-1-1 headquarters site and governmental agencies, remote sites, and other support groups (e.g., Help Desk, etc.) monitors Contact Center performance, schedules adherence, and schedule changes and current news, alerts and escalations.
PCW	Post Call Work - Also called Wrap-up and After Call Work (ACW). Work that is necessitated by and immediately follows an inbound transaction. If work must be completed before an agent can handle the next contact, then PCW is factored into average handle time (AHT). PCW often includes entering data, filling out forms, and making outbound calls necessary to complete the transaction. The agent is unavailable to receive another inbound call while in this mode.
Screen Monitoring	A system capability that enables a supervisor or manager to remotely monitor the activity on agents' computer terminals.

APPENDIX C – CUSTOMER SERVICE REPRESENTATIVE DESCRIPTION

Duties and Responsibilities

Under supervision, in the New York City 3-1-1 Call Center, provides a single point of contact for all non-emergency City services. Utilizing state-of-the-art telephone and interactive computer systems, responds to phone inquiries from the public, provides customer service and information to callers, takes complaints and service requests and forwards them for further action; enters inquiries, complaints and requests into appropriate computer systems and performs related clerical and computer support work. All personnel perform related work.

Examples of Typical Tasks

Answers telephones and determines service required. Receives and records complaints, comments and suggestions from callers. Provides information to caller, giving appropriate telephone number, address, and office hours to respond to inquiry. When possible, transfers the call to appropriate agency. Answers routine and frequently asked questions, when possible, and provides information about City policies/procedures, City government events and operations information. Sends out applicable forms and information pamphlets.

Uses multiple computer systems to handle calls, file new requests for service or complaints for investigation and to maintain tracking systems.

Informs callers of status of existing service requests or accounts. Asks caller for information necessary to respond to inquiry. Refers inquiries to agency specialists, when appropriate.

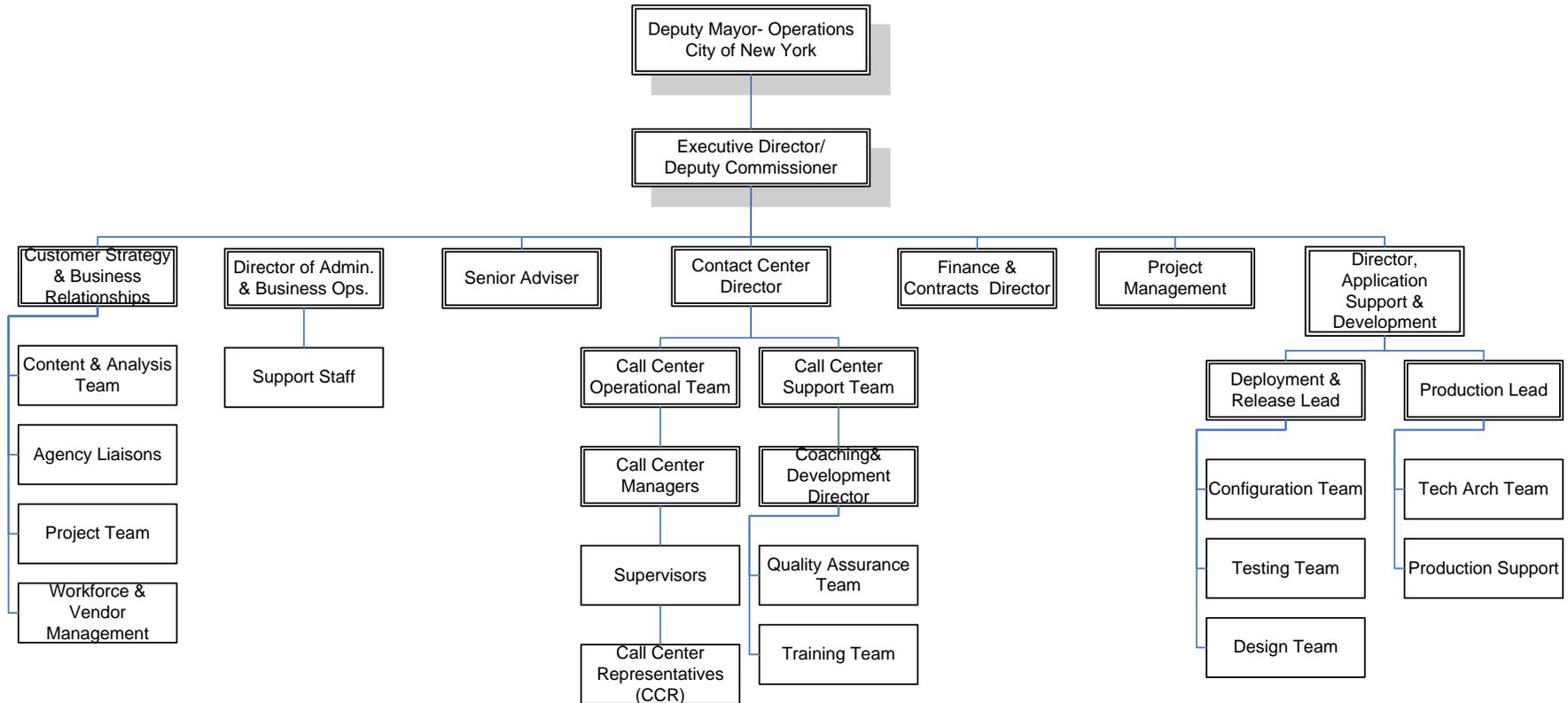
Qualification Requirements

1. A baccalaureate degree from an accredited college; or
2. A four-year high school diploma or its educational equivalent approved by a States Department of Education or a recognized accrediting organization and two years of satisfactory, full-time experience utilizing a computer to provide information or customer services to the public; or
3. A satisfactory combination of education and experience. Satisfactory, full-time experience working for a New York City government agency utilizing a computer to provide information or customer services to the public may be substituted on the basis of one year of NYC government work experience for the two years of experience described in 2 above. College credit may be substituted for the experience utilizing a computer to provide information or customer services to the public on the basis of 60 semester credits for each year of the experience described in 2 above. However, all candidates must possess a four-year high school diploma or its educational equivalent approved by a States Department of Education or a recognized accrediting organization.

[Although Spanish language requirements are not set forth in this appendix, the Proposers must indicate what their requirements will be. The ability to speak a language other than English is highly desirable. The City of New York is mandated by the Mayor's Executive Order 120 to ensure that City services are accessible to Limited English Proficient individuals in at least the top six languages commonly used in New York (Spanish, Chinese (*i.e.*, Mandarin and Cantonese), Russian, Italian, Korean and Haitian Creole). The Contractor is expected to maintain a staff of which at least 25% are fluent in Spanish.]

APPENDIX D – 3-1-1 ORGANIZATIONAL CHART

3-1-1 Customer Service Center, High-Level Organization Chart



APPENDIX E – TECHNICAL BACKGROUND

This appendix describes the technical environment that is currently being provided and supported by the City for the 3-1-1 program. The City will provide system/software access, support, and in certain cases telecommunications equipment to the Contractor(s), at no charge to the Contractor(s), to the extent indicated beneath. In a nutshell, as indicated more fully beneath, for a contractor that utilizes all systems offered by the Agency, the City provides an infrastructure supporting the 3-1-1 environment, including data lines, ACD/PBX, CTI, IVR and call-monitoring capability, and workforce management capability. The Contractor is responsible for providing other components needed to provide the required services, including call-taker staffing and training, internal workforce management and scheduling, PCs, phone sets designated by the City, noise cancelling headsets, and a back-up PBX/ACD system.

This appendix describes the 3-1-1 technical environment in several main components:

- i) 3-1-1 Network Environment, which describes the network connectivity requirements of the City and the contractor/s;
- ii) 3-1-1 Telephony Environment, which describes the call center environment for inbound call handling;
- iii) The City's proprietary Siebel-based Call Center application environment, which comprises client, web, application and database layers, and various integration points;
- iv) A Workforce Management tool, which is used to manage 3-1-1 related operating resources in relation to scheduling, staffing forecasting requirements and level of adherence related to service level requirements (SLAs); and
- v) Call-recording – all 3-1-1 calls are required to be recorded utilizing tools to capture, evaluate, analyze and improve performance of call-takers. Both voice and screen must be captured and synchronized to play back each call.

Network Environment

Under this RFP, the City will provide network connectivity and bandwidth, including provision, at no cost to the Contractor, of any incidental hardware needed to implement such connectivity – as long as the Contractor's facility is located within the five boroughs of the city of New York. That is because CityNet only exists within the city of New York. The Contractor will be required to provide a cabinet/open relay rack at their facility to house the equipment, along with redundant power sources and/or a UPS that would keep the power to the equipment for at least a minimum of 30 minutes in the event of a power failure.

If a proposer is offering to locate its facility outside of the city, then the proposer will need to indicate how it proposes to connect to the City's 3-1-1 environment.

Currently the City manages the LAN switch at the current contractor's facility and maintains network connectivity to CityNet as follows:

1. A City managed Gigabit Ethernet fiber link to 11 Metro-tech in Brooklyn (Primary)
2. A 100 Mbps EPL (Ethernet Private Line) circuit back to the 3-1-1 Customer Service Center, provided by the carrier (Backup)

At a minimum, two (2) 100 Mbps EPL circuits, with one terminating at 11 Metro-tech and the other at 59 Maiden Lane, would be adequate, in the absence of fiber availability.

Telephony Environment

Callers reach the 3-1-1 Customer Service Contact Center or an outsourced contact center by dialing either 3-1-1, 2-1-1 (within the five boroughs only) or (212) NEW-YORK. (The Contractor(s) are not liable for paying telephone charges for these incoming calls.) Persons are also able to reach 311 via text, and in the near future chat and any other emerging technologies may be included as services that are available under the 3-1-1 program. The City's in-house contact center and its outsourced contact center constitute a single "virtual" call center environment, with all call-takers sharing the workload of incoming calls.

Currently, callers to 3-1-1 come into a City-provided PBX (Nortel Meridian 1, CS1000M, CPIV, Rel. 6.0, Issue 40+) located at the City's office space at 59 Maiden Lane, in Manhattan, through one of two Verizon Central Offices (COs).

Under the contracts resulting from this RFP, DoITT will, at no cost to Contractor, continue to provide all of the above telephony environment or its equivalent. In addition, DoITT will, at no cost to Contractor, provide data lines (within 5 boroughs of NYC only), access to the City's PBX/ACD, access to the City's IVR, CTI and call-monitoring/recording capability.

DoITT's current outsourcing vendor, located in New York City, uses telephony systems that connect to the City's Maiden Lane PBX via IP trunking through Citynet (*i.e.*, the City's Wide Area Network), using City-provided Nortel 9150 remote gateways.

If a proposer is offering to locate its facility outside of the city, then the proposer will need to indicate how it proposes to connect to the City's 3-1-1 environment.

All inbound telephone calls are answered by a City-provided IVR, and then any calls that do not abandon are routed by City-provided equipment to the Tier 1 queue. Calls are distributed on a virtual "next available agent" basis to Tier 1 call-takers located at multiple sites. Routing is done utilizing: Avaya Aura Contact Center Ver. 6.4. Under the contracts resulting from this RFP, the City will continue to provide all of this equipment, or its equivalent, at no cost to the Contractor.

When the City's PBX is off-line, the selected contractor(s) will receive calls when the City enables its Verizon (customer redirect service) CRS feature. The contractor(s) will need to provide the City with a toll free number that feeds directly into their PBX (the PBX that will be in use when the City's PBX is offline). The City will then invoke the Verizon CRS option (manually done by the City's 311 Telecom Team). When CRS is in effect, 311 calls are directed from the Verizon Central Offices directly to the contractor(s). This gives the City an ability to continue handling of 311 Calls.

Siebel Environment

The CSMS and other call center applications treat the Contractor's call-takers the same as the City's own call-takers. 3-1-1 CSMS Siebel Application users (and this will, at no charge to the Contractor(s), include the call-takers and other authorized employees of the Contractor(s)) currently access the system through a Microsoft Internet Explorer (IE) 7 browser. The City provides the image that the Contractor's call-takers will use. All third-party licenses necessary for the Contractor's call-takers and other authorized personnel to access and use the City's proprietary Siebel-based environment will be provided, managed and maintained, at no charge to the Contractor, by the City.

All 3-1-1 CSMS Siebel Application PCs (including those paid for and provided for its own call-takers by the Contractor) will, to the extent there is any CSMS-Siebel related problem, be supported by DoITT Tech Support. The Contractor is required to provide helpline support for any hardware or software that it is paying for and the City will provide such support for any hardware/software (which of course will continue to be City assets) that it is providing. This includes maintenance of the following modules: Siebel Option Pack for IE 7.8.2.12, Siebel HTML Application Class, CS Conn Class, & Java Runtime 1.6 or above. In the event that there are any upgrades/new versions for any of these products, DoITT will, at no charge to the Contractor, keep the systems in synch – although it may be necessary for the Contractor’s procedures or training to be updated – in which event the materials for the necessary updates would be provided by the City. For purposes of support, DoITT shall have remote access to the Contractor’s desktops.

The 3-1-1 CSMS Siebel Application environment, all at no cost to the Contractor, integrates with Genesys CTI to connect with Nortel’s Contact Center Manager routing and a Nortel PBX. The 3-1-1 CSMS Siebel Application includes a Communications Toolbar through which such functions as logging in or logging out of the Contact Center system, answering calls, making calls and calls transfers are performed.

A Genesys driver is installed on each of the Siebel Application servers for integration between Siebel and Genesys. Servers and application software are hosted and located at DoITT facilities. All PC related drivers and software to connect to 3-1-1 will be provided and paid for by the City and the Contractor is not responsible to pay for such costs. Each user’s PCs hostname is stored in the 3-1-1 CSMS Siebel Application. It is used to identify which Teleset (Extension and Position ID of the phone set) the users will be using and where the caller information will be displayed.

The Teleset is a Siebel object that is used to tell Genesys which phone location user has logged on. When a CTI user logs into the 3-1-1 Siebel CSMS Application, the Siebel Public Sector Object Manager calls Siebel’s Communications Session Manager Component (which is a Siebel component used to handle CTI functionality). CTI users will be automatically logged into the Nortel ACD system and queue, when logging into the Siebel Application.

- All interactions between the CTI enabled 3-1-1 CSMS Siebel Application clients and the Genesys Gplus adapter middleware are in the form of events or commands.
- Commands and events need to be configured to produce the telephony behavior required by the Call Center functional requirements

Events – instances of telephony activity on the ACD, for example an agent login, an incoming call ringing, an agent releasing a call.

EventAgentLogin – Agent Logged In
EventRinging – Incoming Call Ringing

Commands – telephony actions initiated by an agent running the CTI –enabled Siebel client, for example making or answering a call, and/or initiating a call transfer.

MakeCall - Places an outbound call
TransferInit – Initiates a two step transfer of the selected call. Caller is put on hold and the current agent dials another agent’s extension.

Flow:

Upon a CTI-enabled user logging into 3-1-1 CSMS Siebel Application, the following happens:

- The user's teleset is determined on login.
- The 3-1-1 CSMS Siebel Application's Communication Session Manager component opens a direct and persistent connection with the Genesys T Server.
- The 3-1-1 CSMS Siebel Application's Communication Session Manager component passes commands via Genesys to the Nortel Contact Center Manager (examples include Login, Logout, etc.).
- Nortel's Contact Center Manager routes the call to the user's phone set.
- The Genesys T-Server, which is monitoring the keys on the phone set, will forward the call information to the 3-1-1 CSMS Siebel Application's Communications Sessions Manager component.

The 3-1-1 CSMS Siebel Application's Communications Sessions Manager component forwards the request to the 3-1-1 CSMS Siebel Application's Siebel Public Sector Object Manager which performs various functions such as performing a "Screen Pop" and populating the 3-1-1 CSMS Siebel Application's CTI toolbar with the telephone number or ANI (Automatic Number Identification) of the customer.

DoITT personnel provide HelpDesk, Technical, Network and LAN support, for the 3-1-1 Customer Service Center and for the 3-1-1 outsourced contractor(s). Telephony support for 3-1-1 is also provided by a Telephony consultant and DoITT personnel.

It should be noted that for some services, such as campaigns, the City's proprietary Siebel-based CSMS system may not be suitable, and it may be necessary for the Class 1 Contractor to develop its own scripted application(s), including the recording of data resulting from such contacts.

Impact 360

The City currently uses, and the Contractor(s) awarded contracts under this RFP are required to use, Impact 360 Workforce Management, to which the City will arrange for authorized users of the Contractor(s) to have access at no charge to the Contractor(s). During the term of the contracts resulting from this RFP, if the City decides to utilize a different application, then the Contractor(s) must use such other application.

Impact 360 Workforce Management is part of Impact 360, an analytics-driven workforce optimization suite from Verint Witness Actionable Solutions which is fully integrated with Nortel/Avaya Contact Center Manager 6.0. The Workforce Management tool allows contact center management to manage the contact center operations. The main functionalities include:

- Forecasting – Forecasts incorporate interaction volume (based either on historical data or templates), agent skills, agent availability, and external factors to create forecasts specifying the number of agents and skills needed at various times over multiple sites.
- Scheduling - Scheduler will support unlimited employment types, agent preferences, seniority ranking, vacation and meeting planning, and fixed and flexible shifts to create optimal schedules for agents across multiple sites. Scheduler also supports profile and virtual scheduling that creates empty schedules into which agents can be inserted.
- Adherence - Allows administrators to closely monitor the adherence of real-time contact center activity to the forecast workload. Various displays alert personnel if user-defined tolerance limits are exceeded.

This product allows managers to record employees' vacation schedules and other time away from the office. The product can also receive input such as average workload volumes and produce forecasts of staffing levels. These forecasts enable management to more effectively produce break schedules, training schedules, and hiring plans. The Workforce Management product can also assist managers in distributing workloads and allocating resources among teams. Most importantly, this tool allows managers to staff agents appropriately in order to provide seamless service to customers.

Currently, Impact 360 is hosted on DoITT's virtual server farm. There are two (2) application servers and one (1) database server. The benefit of having it on a virtual server is tremendous. It saves rack space, energy, and maintenance costs, and in case of any system failure the server can be brought online from a backup mechanism.

NICE Quality Management System

The City currently uses the NICE Quality Management System in connection with the 3-1-1 program. The City, at no charge to the Contractor, will provide any Contractor awarded a contract under this RFP with the hardware, software and maintenance needed to utilize the NICE system for its 3-1-1 call-handling services. Although for operational reasons the City would prefer that the outsourced vendors and the City use the same logging and recording system, the City will allow proposers to offer to utilize a different logging and recording system if it has features as good as or better than NICE. If during the term of the contract the City decides, at its own expense, to replace NICE with a different system, then any Contractor using NICE must switch to the new system and any Contractor providing its own system must either use the City-provided NICE-replacement system or at its own expense a system having features as good as or better than the NICE-replacement system – although, as stated above, the City's preference is for everyone to use the same system.

NICE Perform Application Suite Version 3 SP4 is a Quality Assurance Solution that gives the 3-1-1 Call Center the technology and tools to capture, evaluate, analyze and improve performance of call-takers. Both voice and screen can be captured and synchronized to play back each call. A flexible and easy-to-use form builder enables 3-1-1 Quality Assurance Team members to easily create browser-based forms to accurately and efficiently assess 3-1-1 call-takers' performance. It provides powerful reporting capabilities that give Quality Assurance/Monitoring insight into how 3-1-1 call-takers and the 3-1-1 Contact Center are performing. It also isolates systemic problems and identifies performance gaps, so that call-takers can receive the appropriate coaching and training they require.

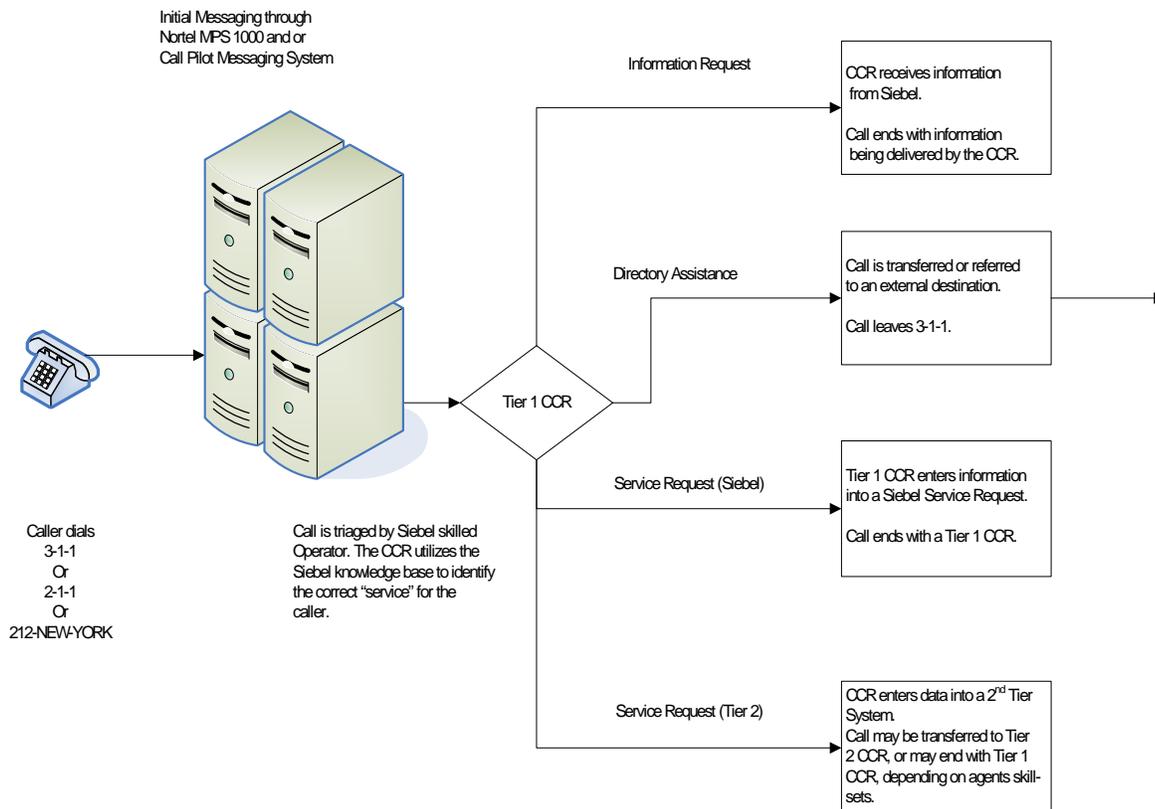
The NICE hardware currently being used by the City and its outsourced vendor comprises a total of 576 recording ports in 5 physical voice loggers and 4 screen capture servers. 456 ports, 4 physical voice loggers and 3 screen capture servers are installed at 59 Maiden Lane (the City's facility), and 120 ports, 1 physical voice logger and 1 screen capture server are installed at the current outsourced vendor's facility. The equipment at the vendor's facility is a virtual center/ an extension of the City's environment. All the ports are configured for 100% recording, and the recorded calls are required to be saved for 14 days (or such other period of time as the City, in its discretion, may decide). In current practice, Quality Assurance/Monitoring evaluations based on recorded calls are required to be retained by the outsourced vendor for 18 months (and the City reserves the right to set the retention period at its discretion). All NICE Perform Applications are accessed via an Internet Explorer compatible Web Interface. Therefore, the voice and screen data captured by the NICE system will be accessible to the Contractor at its location from designated work stations.

APPENDIX F - CONTACT CENTER OPERATIONAL MODEL

General Call Flow for an Inbound Call:

- Call arrives into the PBX from PSTN (voice interaction).
- Based on the Dialed Number, Contact Center Manager / ACD takes control of the call and queues the call to the 3-1-1 IVR.
- The call is routed through the IVR (typically, a message is played for all callers).
- The call gets routed and queued to a Tier 1 application until an agent is identified as available (voice interaction).
- The agent's hard phone rings, and the call is connected (voice).
- NICE Recording initiates call recording and screen capture.
- Genesys CTI is made aware of the incoming call, and collects call statistics from Nortel Contact Center Manager for Impact 360 Workforce Management.
- Genesys CTI informs Siebel of the incoming call and passes any attached data.
- Siebel updates the screen on the agent's desk with the appropriate information.

311 Operating Model



3-1-1 Customer Service Center Application Home Page (with Fulcrum Search exposed on right)

311 - Siebel Public Sector - Windows Internet Explorer

http://311cti.nycnet/311cti_enu/start.swe?SWECmd=Login&SWEPL=1&_sn=BtkxXASJvh4o0GcSx7RU6zo

File Edit View Favorites Tools Help

Home Services Quick List Category Selection Agencies Divisions Service Requests Appointments Activities Staff

DIAL 311 Welcome Back MICHAEL HUTCHINSON. Today is Wednesday, January 19, 2011.

Alerts

Name	Description
ASP	Alternate side parking (street cleaning) rules are in effect on Wed Jan 19th, Thurs Jan 20th & Fri Jan 21st. All other parking regulations, including meters, remain in effect.
DSNY - No icy/snowy sidewalk complaint	DSNY has stopped taking snowy/icy sidewalk complaints. Please use service: Snow or Ice - Sidewalk - Commercial or Residential - Storm Delays to handle inquiries.
HRA Call Center Outage	All HRA call centers are having phone problems. Some calls may get through. HRA is working to fix the problem. Callers who have trouble reaching HRA should call back later for assistance.
No Missed Garbage or Recycling Complaints	The City is picking up garbage and recycling with delays. You should put your trash and recycling curbside after 4pm the day before your scheduled collection day. You can put Christmas trees out for pick up with your regular trash. At this time violations will not be issued as long as the materials are placed out according to the normal rules. The City will not accept missed garbage and recycling complaints until collections are completely back to normal.

New Services

Services	Description	Division	Agency
EITC Assistance Outside New York City	Earned Income Tax Credit (EITC) assistance for people who do not live in New York City.	Consumer Affairs Office of Financial Empowerment	DCA
Tax Preparation in Person	Three in-person tax filing opportunities for eligible City residents.	Consumer Affairs Office of Financial Empowerment	DCA

Search Center: Detailed View

Search Center

Look In: Advanced Search

Keywords: [noise]

Services Divisions

Service Groups

Search Reset

Results 1 - 14 of 26

	Summary	Source	Description
1	Noise from Club or Bar	Services	Complaint about noise from inside a club or bar.
2	Noise from Neighbor	Services	Complaint that a neighbor is too noisy.
3	Noise from Outside	Services	Complaint about noise from an outdoor location including traffic.
4	Noise from Store or Business	Services	Noise from a commercial or store location, other than an alarm
5	Noise from Vehicle	Services	Noise from a vehicle including horn honking.
6	Airplane Noise	Service Groups	Noise complaints for JFK, Laguardia, and Newark Airports.
7	Alarm Noise - Past or Chronic	Services	Any alarm that goes off regularly or excessively
8	Building Maintenance Complaint - Non-Residential	Services	Complaint that a commercial or other non-residential building is not properly maintained.
9	Dog - Noise	Services	Complaint about a excessive noise from a dog.
10	Hearing - DEP Violations	Services	How to contest a violation such as air, noise, right-to-know, hazardous materials spills, sewer and water violations.
11	Hearing - NYPD Quality of Life	Services	How to contest a violation such as noise, loitering, public indecency.
12	Ice Cream Truck Noise	Services	Complaint about noise created by ice cream trucks.
13	Landlord Complaint - Maintenance	Services	Complaint that a residential building is not properly maintained.
14	Loud Garbage Truck - DSNY	Services	Excessive noise from a City sanitation truck.

Service View

The screenshot displays a web browser window titled "311 - Siebel Public Sector - Windows Internet Explorer". The address bar shows a URL starting with "http://311cti.nycnet/311cti_enu/start.swe?SWECmd=Login&SWEPL=1&sn=BtkXASJv4o0GcSx7RU6zo". The browser's menu bar includes "File", "Edit", "View", "Favorites", "Tools", and "Help". Below the browser window, the Siebel application interface is visible, featuring a navigation menu with tabs for "Home", "Services", "Quick List", "Category Selection", "Agencies", "Divisions", "Service Requests", "Appointments", "Activities", and "Staff". The "Services" tab is active, showing a "Service Groups" section. The main content area displays details for a service named "Tax Preparation Online".

*** Service:** Tax Preparation Online

Description: Tax filing opportunity for City residents who earn less than \$57,000.

Detailed Description: If you earn less than \$57,000, you can file your tax return online for free at nyc.gov/taxprep beginning January 14, 2011. To use this free program, you must:

- Have a Social Security Number or Individual Taxpayer Identification Number
- Have a valid e-mail address
- Enter "NYC" as your locality (Box 20 on your W-2 form); some W-2 forms incorrectly list "New York" in Box 20.

Acronym: DCA

Agency: Department of Consumer Affairs

Division: Consumer Affairs Office of Financial Empowerment

Notes to CCR: Tax form receipt confirmation: NY State Tax Information; Federal Tax Assistance - IRS. Refund status: Federal Tax Assistance - Refund Information. Tax Bill of Rights: Tax Preparation Service Guide. Child Care Credit: NYC Child Care Tax Credit.

Keywords: tax, prep, taxprep, time, refund, return, money, ETC, etc, earned, income, credit, file, filing, options, prepare, preparation, free, eligibility, online, Internet, web, site, website, link, email, self, intuit, TurboTax, Freedom, Edition, One, Economy, Corporation, Beehive,

At the bottom of the page, there is a "FAQ" section with a "Menu" dropdown and a "Query" input field. The "FAQ" list includes "2010 EITC Eligibility Requirements". A status bar at the very bottom indicates "4 of 4" and "Trusted sites".

Once a service is selected, CCRs initiate a service action that results in one of the following three outcomes:

Information Request: Callers seeking static information, for example, the hours of operation for a pool, etc. are provided this information directly by the Tier One agent. In some cases, this information is provided through a secondary tool (typically an internet-based web-based application).

Directory Assistance: Callers requiring additional assistance – either to submit a request for service that cannot be managed within the 3-1-1 Contact Center, or requiring a level of expertise and specialized skills beyond the scope of 3-1-1, are referred to an external agency. If the call is made during the office's hours of operation, the caller is transferred directly to the agency. If it is after business hours, the caller is given a number to call back.

Service Request (Siebel): Callers with request for services that are managed within the Siebel application are entered into the call center application. Callers are provided with a Siebel Service Request number, which can be used to follow-up on requests at a later time. The request for service is electronically routed to agencies, which maintain access to Siebel through CityNet, the City's network.

APPENDIX G – SAMPLE 3-1-1 CALLS

The following call scripts are representations of part, or all, of a typical 3-1-1 call. These scripts are only intended to illustrate the interaction between 3-1-1 customers and CCRs. Please note that they do not necessarily represent the entire length of the call, nor necessarily do they contain the appropriate call resolution for the stated inquiry.

Call Script 1

CCR: Good Afternoon, Thank you for calling 311. My name is Ashley. How may I help you?
Customer: Yes I would like to make a schedule for plan examination appointment please.
CCR: Ok sir, so you would like to make a plan examiner appointment?
Customer: Yes,
CCR: Ok sir, I can certainly help you with that. Just give me one moment.
Customer: Sure
CCR: One moment sir
CCR: And by any chance is this to schedule an emergency plan examiner or just a regular one?
Customer: Regular
CCR: Thank you, and I do have here that this is under the Department of Buildings and you will need your job and document number, as well as your attendee Department of Buildings ID and pin number. And what I can do for you so you're able to make this appointment is directly transfer you over to a 311 specialist, Ok sir?
Customer: Ok
CCR: Is there anything else I can help you with?
Customer: That's it
CCR: Thank you for calling 311. You have a great day
Customer: You too, thanks
CCR: Thank you, please hold.

Call Script 2

<input type="checkbox"/> CCR: Good morning. Thank you for calling 311. This is Gurdeep. How can I assist you?
<input type="checkbox"/> Customer: I am calling to report a blocked driveway ma'am.
<input type="checkbox"/> CCR: Okay, just to make sure, you said you are calling for a blocked driveway?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: It's a vehicle that is blocking the driveway, right?
<input type="checkbox"/> Customer: Yeah
<input type="checkbox"/> CCR: Okay, one moment please...Just so you know, the City accepts reports of driveways that are partially or completely blocked by a vehicle. Give me one moment. I will take your complaint and in order to fulfill your request, I am just going to ask you a few questions, okay?
<input type="checkbox"/> Customer: Sure
<input type="checkbox"/> CCR: Thank you. Do you have partial access or no access to your driveway?
<input type="checkbox"/> Customer: I have to go to work and this person is blocking my driveway!
<input type="checkbox"/> CCR: Okay, one moment please. So, you have no access out of the driveway right now. Can you give me a description of the vehicle sir?

<input type="checkbox"/> Customer: It is a grey Hyundai
<input type="checkbox"/> CCR: Do you have the license plate number?
<input type="checkbox"/> Customer: CDU9007
<input type="checkbox"/> CCR: That was CDU9007. Is that a New York State license plate?
<input type="checkbox"/> Customer: Yeah
<input type="checkbox"/> CCR: How long has the vehicle been blocking your driveway for sir?
<input type="checkbox"/> Customer: I don't know. It was at 2 o'clock that I saw it there but, I don't know. I thought he would have moved it by now.
<input type="checkbox"/> CCR: Okay. I am going to get the address from you in just a moment.
<input type="checkbox"/> Customer: Sure
<input type="checkbox"/> CCR: What borough is this sir?
<input type="checkbox"/> Customer: Queens
<input type="checkbox"/> CCR: And what is the address?
<input type="checkbox"/> Customer: 84-35 129 th street.
<input type="checkbox"/> CCR: So that is 84-35 129 th street.
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: Your driveway is in front of this address right?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: Okay, now I will need your information. This is so that the agency can contact you if they need for information. What is your last name?
<input type="checkbox"/> Customer: Dacosta. D-A-C-O-S-T-A
<input type="checkbox"/> CCR: Okay. What is your first name sir?
<input type="checkbox"/> Customer: Troy
<input type="checkbox"/> CCR: T-R-O-Y?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: What is your phone number sir?
<input type="checkbox"/> Cust: It's 347-581-xxxx
<input type="checkbox"/> CCR: That's 347-581-xxxx?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: Do you have an e-mail address for confirmation of this report?
<input type="checkbox"/> Customer: xxxxxx@yahoo.com
<input type="checkbox"/> CCR: So that is XXX T as in tom, 147XXX at yahoo.com?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: Your first name is Troy. Your last name is Dacosta. Your number is 347-581-XXXX right?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: And you address is the same as where the vehicle is located?
<input type="checkbox"/> Customer: Yes
<input type="checkbox"/> CCR: Okay. I have that information and I will just verify the other information in this request so that I can submit it.
<input type="checkbox"/> Customer: Okay
<input type="checkbox"/> CCR: Today you called to make a blocked driveway complaint and you have no access. The vehicle

you described as a grey Hyundai with plate number CDU9007 (New York). You said you noticed it today at about 2pm at 84-35 129 th street, Kew Gardens, Queens 11415 and the vehicle is directly in front of the address. Is all of the information correct?
<input type="checkbox"/> Customer: Yes it is.
<input type="checkbox"/> CCR: Okay. So your request has been submitted. You will receive an e-mail confirmation shortly. Your complaint has been forwarded to the New York City Police Department for a non-emergency response. If the police determine that the vehicle is illegally parked, they will ticket the vehicle and then you may contact either a private towing company to remove the vehicle or ask your local precinct to contact Rotation Tow. Any fees for towing will have to be paid by the vehicle owner. 311 will have additional information within 8 hours. I have a confirmation. Do you have a pen and paper?
<input type="checkbox"/> Customer: No. I will get an e-mail right?
<input type="checkbox"/> CCR: Yes. Is there anything else I can assist you with today?
<input type="checkbox"/> Customer: No, thanks.
<input type="checkbox"/> CCR: Okay, thank you for calling 311. You have a wonderful day.
<input type="checkbox"/> Customer: You too.
<input type="checkbox"/> CCR: Thank you.

Call Script 3

CCR: "Thank you for calling 3-1-1. My name is Ashante. How can I help you?"
Customer: "Hello?"
CCR: "Hello. Thank you for calling 3-1-1. My name is Ashante. How can I help you?"
Customer: "Hi Ashante. My name is Susan. I know that I should be in court today but I can't find the information. I kept the sheet separated from everything and now that I need it, I can't find it. My license plate is a Connecticut plate and I know I have a court date but I don't know what time or where. Um, I got a ticket in the Bronx.
CCR: "Okay. I'll be glad to assist you ma'am. So, you received a ticket and you have a court date. Would this be a traffic ticket? Traffic Court?"
Customer: "Yes. I think it was a moving violation. I'm pretty sure."
CCR: "Okay. I'll get you information."
Customer: "Thank you so much"
CCR: "You're welcome."
CCR: "Okay, the State Department of Motor Vehicles has a Traffic Violations Bureau and they will handle traffic violations or moving violations including getting information on a hearing. So I'll connect you with them to find out when your hearing will be and if you need to postpone it or reschedule it, they can help you with that as well."
Customer: "Okay."
CCR: "Before I transfer your call ma'am, is there anything else I can help you with?"
Customer: "Uh not at this point, because I have a lot of other parking tickets that I need to deal with but this is a court appearance that I need to... and what is their number in case I get disconnected?"
CCR: "That is 718-488-XXXX."
Customer: "Okay."
CCR: "At first you'll hear an automated system but they do have live agents there Monday to Friday 8:30am to 4pm."
Customer: "Great"
CCR: "Okay, please hold while I connect you with the Department of Motor Vehicles."

Customer: "Thank you."

CCR: "You're welcome ma'am. Thank you for calling 3-1-1 and have a good day"

Customer: "You too. Bye bye"

CCR: "Goodbye."

APPENDIX H – CAMPAIGN PROPOSAL FOR CLASS 1 AND CLASS 3 RESPONSES

In order to allow the City to evaluate submitted proposals which include proposals to provide services related to Class 1 and Class 3, proposers must respond to the sample campaign in this section. The following campaign is representative of the type of work that may be performed and is intended to allow the proposer to demonstrate its capability to meet 3-1-1 goals for Class 1 and Class 3 Contact Center services. The sample campaign is included solely for the purpose of evaluating the proposals. Please respond to this project proposal according to the instructions presented in the above sections:

Campaign

The Department of Projects (DoP) is launching a one (1) month campaign to start a program to provide financial assistance for families with college students. The College Assistance Program (CAP) has a maximum of 60,000 slots available for registration. However, based on the previous year's data, DoP and 311 are projecting a call volume of over 1,200,000 calls throughout the month-long campaign. 120,000 calls per day are expected on the first two days, with call volume decreasing during the following 28 days. There are two parts to this project:

- The first is the intake portion, during which callers contact 311 and are required to answer certain questions about themselves and their financial history so that DoP can determine whether they are eligible for the CAP. All information will be input through a custom application that will be specially developed for the College Assistance Program to capture and store all required information. The caller's information will then be sent to DoP as a daily report that will be used to determine eligibility. Once DoP determines eligibility either a CAP registration packet or a rejection letter will be sent to all applicants.
- The second part of the program is the outbound campaign, which consists of a follow up call to all applicants who were approved and registered for the program. The follow up campaign is to gain information about how the program is working, and to start to build a list of potential registrants for a successive implementation of the College Assistance Program.

3-1-1 has decided to use the outsourced contact center to execute this project. In order to avoid long queues at 311 and other potential service disruptions, 311 is implementing an IVR solution that will route callers interested in registering for the College Assistance Program to the outsourced contact center, who will then conduct the questionnaire and submit the information to DoP. Additionally, 311 call takers will transfer to the Contractor any callers who are not redirected from the IVR.

In addition to the existing contractual obligations, the Contractor will be responsible for:

- Developing the intake application according to requirements which will be provided by 311 and DoP
- Doing all College Assistance Program call intake according to 311 established SLAs
- Providing customer information as daily reports to DoP
- Making outbound calls
- Providing regular reports

APPENDIX I – SAMPLE COACHING AND DEVELOPMENT FORM

Agent Full Name:	Segment ID:
Evaluator Name	Service Request #
Segment Start Time: Call Time xx:xx AM Duration: xx:xx	
Segment Duration:	Evaluation Date
	Score
CALL MANAGEMENT	
ISSUE DISCOVERY	
SYSTEM USAGE	
COMMUNICATION	
PROFESSIONAL ETIQUETTE	
PROCEDURAL REQUIREMENTS	
DEDUCTIONS:	
BONUS POINTS	

APPENDIX J –3-1-1 PRIVACY STANDARDS

The City of New York (“City”) is committed to maintaining the confidentiality of the information provided by clients to the 311 Citizen Service Center (“311 Call Center”). This commitment is reflected herein, in the City’s 311 Citizen Service Center Client Information Privacy Policy (“311 Privacy Policy”), a formal statement of principles and procedures concerning the protection of client information provided to the 311 Call Center. The objective of the 311 Privacy Policy is the responsible management of 311 client information. It is intended to reflect the high regard which the City views the management of information provided by clients. The City will review the 311 Privacy Policy periodically to ensure it is relevant, and remains current with changing laws, technologies and client needs. The City is not responsible for breaches of security by third parties.

Principle 1 - Accountability

Responsibility for ensuring compliance with the provisions of the 311 Privacy Policy rests with the senior management of 311 Call Center, to be accountable for 311 Call Center compliance with the 311 Privacy Policy.

Principle 2 - Limiting the Collection of Personal Information

The 311 Call Center shall limit the collection of personal information to that which is reasonably necessary to address client needs, to conduct City business, to provide emergency assistance, or as otherwise required by law.

2.1 The 311 Call Center collects personal information only for the following purposes:

- a) to efficiently address client needs;
- b) to conduct and improve City business and/or services;
- c) to help provide emergency assistance, if necessary; and
- d) as otherwise required by law.

2.2 Unless required by law, the 311 Call Center shall not collect personal information for any other purpose without first informing the client.

Principle 3 - Limiting Access and Disclosure of Personal Information

The 311 Call Center shall not use personal information for purposes other than those for which it was provided, except as otherwise disclosed to the client or approved by management.

3.1 Only those City employees who require access only for the purposes set forth in 2.1 are to be granted access to personal information about clients.

3.2 Personal information is subject to disclosure, without the knowledge and consent of the client, only for the purposes set forth in 2.1.

3.3 The 311 Call Center shall adhere to the Automatic Number Identification (“ANI”) Terms and Conditions, as prescribed by New York State’s Public Service Commission, which provide:

- a) The City may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber’s call or transaction, or for performing a service directly related to the telephone subscriber’s original call or transaction.
- b) The City is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The City may not utilize ANI information if prohibited elsewhere by law.
- c) The City is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in subheading a, unless the City obtains the prior written consent of the telephone subscriber permitting such resale or disclosure.

Principle 4 - Limiting the Length of Retention of Personal Information

The 311 Call Center shall retain personal information for the fulfillment of the purposes for which it was collected, except as otherwise provided in 4.3.

4.1 Where personal information is reasonably necessary to provide ongoing assistance to a client, the 311 Call Center shall retain that information that is reasonably sufficient to enable the provision of such service until it is determined that retention is no longer necessary.

4.2 The 311 Call Center shall maintain reasonable and systematic controls and practices for information and records retention and destruction which apply to personal information that is no longer necessary or relevant for the identified purposes or required by law to be retained.

4.3 Voice recordings of phone calls are kept for fourteen days then erased.

Principle 5 - Security Safeguards

The 311 Call Center shall protect personal information by adhering to security safeguards appropriate to the sensitivity of the information.

5.1 The 311 Call Center shall establish commercially reasonable protocols to protect personal information, regardless of the format in which it is held, against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, through appropriate security measures.

Principle 6 - Transparency

The 311 Call Center shall make readily available specific information about its policies and practices relating to personal information. The 311 Call Center shall make information about its policies and practices available online.

Definitions

311 Call Center – An entity established by the City of New York, and administered by DoITT for the purpose of providing callers with one point of contact from which to obtain information on all nonemergency City services. All rights and obligations herein pertaining to the 311 Call Center apply to the City of New York and DoITT.

Client – Any individual or individuals legitimately seeking to avail themselves of the services provided by and through the 311 Call Center.

Collection – The act of gathering, acquiring, recording or obtaining personal information by the 311 Call Center from a client.

Disclosure – Making personal information available to a third party.

Employee – An employee, consultant or contractor of the 311 Call Center, DoITT, or the City of New York.

Individual record – Information about a specific complaint/report/call that is associated with a unique identifiable number.

Personal information – Information about an identifiable individual that is recorded in any form. Personal information includes a client's name, telephone number, Internet Protocol address, or physical address, as well as the nature of an identifiable client's inquiry, request, and complaints to the 311 Call Center. Personal information is not information that cannot be associated with a specific individual. Aggregated information that cannot be traced to identifiable individuals is not considered "personal information."

ATTACHMENT A - PROPOSAL COVER LETTER

RFP TITLE: CONTACT CENTER SERVICES

PIN #: 85815P0003

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

Service Option Proposed:

Class 1 Class 2 Class 3

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

Yes No

ATTACHMENT B – NON-DISCLOSURE AGREEMENT

RFP TITLE: Contact Center Services

PIN #:85815P0003

Name and Address of Company or Individual Executing this Agreement:

Indicate status by checking appropriate box:

- Potential Proposer or Sub-Contractor (Company)
- Consultant or Employee of Potential Proposer (Individual)

In consideration of the City providing the above Company or Individual with access to the City’s Confidential Information for the purpose of preparing a proposal or evaluating if Company wants to submit a proposal to the City, the above Company or Individual – and in the case of a person signing on behalf of a Company, this also includes such person individually -- agrees to the following:

The information or materials provided to the above Company or Individual shall be kept strictly confidential and may not be reproduced, except for internal use by the Company or Individual for the purpose of preparing a proposal for the City or evaluating if the Company wants to submit a proposal to the City unless such information is a) previously known by the Company or Individual without a duty to keep such information confidential; b) generally available to the public; c) subsequently disclosed to Company or Individual by a third party who is not under an obligation of confidentiality with respect to the City, or d) independently developed by the Company or Individual. The Company or Individual shall limit access to such material in its control to those of its employees performing services pursuant to this contract strictly on a need to know basis and companies engaged in this project who have also signed this non-disclosure agreement.

The above Company or Individual (and person signing on behalf of a Company) agrees to adhere to the above confidentiality provisions:

Signature:

Print Name

Title

Signature

Date

**ATTACHMENT C – REFERENCE TEMPLATE
PIN #:85815P0003**

1. REFERENCE NAME:
DESCRIPTION OF RELATIONSHIP WITH REFERENCE:
CONTACT NAME AND TITLE (REQUIRED AND WILL BE CONTACTED):
CONTACT PHONE NUMBER AND EMAIL ADDRESS:

2. REFERENCE NAME:
DESCRIPTION OF RELATIONSHIP WITH REFERENCE:
CONTACT NAME AND TITLE (REQUIRED AND WILL BE CONTACTED):
CONTACT PHONE NUMBER AND EMAIL ADDRESS:

3. REFERENCE NAME:
DESCRIPTION OF RELATIONSHIP WITH REFERENCE:
CONTACT NAME AND TITLE (REQUIRED AND WILL BE CONTACTED):
CONTACT PHONE NUMBER AND EMAIL ADDRESS:

4. REFERENCE NAME:

DESCRIPTION OF RELATIONSHIP WITH REFERENCE:

CONTACT NAME AND TITLE (REQUIRED AND WILL BE CONTACTED):

CONTACT PHONE NUMBER AND EMAIL ADDRESS:

5. REFERENCE NAME:

DESCRIPTION OF RELATIONSHIP WITH REFERENCE:

CONTACT NAME AND TITLE (REQUIRED AND WILL BE CONTACTED):

CONTACT PHONE NUMBER AND EMAIL ADDRESS:

ATTACHMENT D – ACKNOWLEDGEMENT OF ADDENDA
PIN #:85815P0003

Instructions: The Proposer is to complete either Part I or Part II of this form, whichever is applicable, and include the signed and dated form with their Technical Proposal submission. This form serves as the Proposer's acknowledgment of the receipt of the Addenda to this Request for Proposals which may have been issued by the City prior to the Proposal Due Date and Time.

Part I: Check Here if Applicable: _____

Listed below are the dates of issue for each Addendum received concerning this Request for Proposals:

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Addendum # 7, dated: ____/____/____ Addendum # 8, dated: ____/____/____

Addendum # 9, dated: ____/____/____ Addendum # 10, dated: ____/____/____

Addendum # 11, dated: ____/____/____ Addendum # 12, dated: ____/____/____

Part II: Check Here if Applicable: _____

No addendum was received in connection with this Request for Proposals.

Proposer's Company Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT E - PRICE PROPOSAL FORM
PIN #:85815P0003

Complete and submit the Schedule of Prices for the class for which you are submitting a proposal. In addition to the Schedules of Prices within this document, the Schedules of Prices for all classes are provided with this Request for Proposals as Microsoft Excel spreadsheets.

SCHEDULE OF PRICES 1

1.0 Unit Prices for 311 Labor Rates - Class 1

For Contract Year 1, list hourly charges, as applicable, for personnel provided pursuant to the Scope of Services for Class 1 of this RFP. At the bottom of the sheet, provide standard percentage increases for Contract Years 2 through 5. All prices proposed should be inclusive of all costs and expenses, including, but not limited to, employee benefits, insurance, profit, overhead, administrative costs and travel.

		Hourly Rate		Estimated Qty			Extension	
Description								
1.1	Logged Production Work	\$0.00	X	239,588	units	=	\$0.00	
1.2	Overtime Work	\$0.00	X	118	units	=	\$0.00	
1.3	Initial Training Work	\$0.00	X	9,714	units	=	\$0.00	
1.4	Ongoing Training	\$0.00	X	700	units	=	\$0.00	
1.5	Sum of items							\$0.00
1.6	Year 2 Factor (__%)	0.000%					\$0.00	
1.7	Total Year 2						\$0.00	
1.8	Year 3 Factor (__%)	0.000%					\$0.00	
1.9	Total Year 3						\$0.00	
1.10	Year 4 Factor (__%)	0.000%					\$0.00	
1.11	Total Year 4						\$0.00	
1.12	Year 5 Factor (__%)	0.000%					\$0.00	
1.13	Total Year 5						\$0.00	
1.14	Total Years 1 through 5						\$0.00	

SCHEDULE OF PRICES 1

1.0 Unit Prices for 311 Labor Rates - Class 2

For Contract Year 1, list hourly charges, as applicable, for personnel provided pursuant to the Scope of Services for Class 2 of this RFP. At the bottom of the sheet, provide standard percentage increases for Contract Years 2 through 5. All prices proposed should be inclusive of all costs and expenses, including, but not limited to, employee benefits, insurance, profit, overhead, administrative costs and travel.

		Hourly Rate		Estimated Qty			Extension
Description							
1.1	Logged Production Work	\$0.00	X	102,681	units	=	\$0.00
1.2	Overtime Work	\$0.00	X	50	units	=	\$0.00
1.3	Initial Training Work	\$0.00	X	4,163	units	=	\$0.00
1.4	Ongoing Training	\$0.00	X	300	units	=	\$0.00
1.5	Sum of items						\$0.00
1.6	Year 2 Factor (__%)	0.000%					\$0.00
1.7	Total Year 2						\$0.00
1.8	Year 3 Factor (__%)	0.000%					\$0.00
1.9	Total Year 3						\$0.00
1.10	Year 4 Factor (__%)	0.000%					\$0.00
1.11	Total Year 4						\$0.00
1.12	Year 5 Factor (__%)	0.000%					\$0.00
1.13	Total Year 5						\$0.00
1.14	Total Years 1 through 5						\$0.00

SCHEDULE OF PRICES 1

1.0 Unit Prices for 311 Labor Rates - Class 3

For Contract Year 1, list hourly charges, as applicable, for personnel provided pursuant to the Scope of Services for Class 3 of this RFP. At the bottom of the sheet, provide standard percentage increases for Contract Years 2 through 5. All prices proposed should be inclusive of all costs and expenses, including, but not limited to, employee benefits, insurance, profit, overhead, administrative costs and travel.

		Hourly Rate		Estimated Qty		Extension
Description						
1.1	Logged Production Work	\$0.00	X	342,269	units =	\$0.00
1.2	Overtime Work	\$0.00	X	168	units =	\$0.00
1.3	Initial Training Work	\$0.00	X	13,878	units =	\$0.00
1.4	Ongoing Training	\$0.00	X	1,000	units =	\$0.00
1.5	Sum of items					\$0.00
1.6	Year 2 Factor (___%)	0.000%				\$0.00
1.7	Total Year 2					\$0.00
1.8	Year 3 Factor (___%)	0.000%				\$0.00
1.9	Total Year 3					\$0.00
1.10	Year 4 Factor (___%)	0.000%				\$0.00
1.11	Total Year 4					\$0.00
1.12	Year 5 Factor (___%)	0.000%				\$0.00
1.13	Total Year 5					\$0.00
1.14	Total Years 1 through 5					\$0.00

ATTACHMENT F - WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER
PIN #:85815P0003

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

**ATTACHMENT G - IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NYC
CONTRACTORS
PIN #:85815P0003**

VENDOR NAME: _____

PIN::85815P0003

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

VENDOR NAME: _____

PIN: **85815P0003**

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

VENDOR NAME: _____

PIN: **85815P0003**

**PROPOSER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

PIN #:85815P0003

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

PROPOSER’S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME
TITLE

Sworn to before me this
____ day of _____, 20__

Notary Public

Dated:

ATTACHMENT H - DOING BUSINESS DATA FORM
PIN #:85815P0003

In addition to the Doing Business Data Form within this document, a Doing Business Data Form is provided with this Request for Proposals as a fillable PDF file.

Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

<p>Entity Filing Status (select one):</p> <p><input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i></p> <p><input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i></p> <p><input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i></p>

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

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



ATTACHMENT I - SUB-CONTRACTING COMPLIANCE NOTICE
PIN #:85815P0003

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

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

ATTACHMENT J - DISPLACEMENT DETERMINATION FORM
PIN #:85815P0003

Displacement Determination Form – Pursuant to City Charter § 312(a)
(for PSRs or equivalent pre-procurement documents)

This form must be used to certify whether or not there is displacement in the instant contracting action, as defined in City Charter § 312(a) (as amended by Local Law 63 of 2011). You can either certify that there is no displacement by completing Part 1 of this form, or you can certify that there is displacement by completing Part 2 of this form.

If the contract that you are awarding is a task order contract that does not simultaneously result in the award of a first task order, then you must check the box on the bottom of this page; displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. If the contract that you are awarding does simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

If you have any questions about Local Law 63 or about completing this form, please contact the Mayor's Office of Contract Services at APTLL63@cityhall.nyc.gov or (212) 788-0010.

Procurement Description:

APT EPIN: 85815P0003

Agency: DOITT

Your Name: Anne Cody

Phone: 212-788-6276

Email: acody@doitt.nyc.gov

Please specifically identify the service(s) being procured.

The City of New York acting by and through the Agency, is seeking appropriately qualified vendor(s) to provide Contact Center Services (handling of 3-1-1 calls) for the City. The handling of inbound 3-1-1 calls, as well as other services will be different, including the use of additional channels of communication; i.e. 3-1-1 Online, text messaging, special campaigns and other contact center services to achieve the City's stated objectives.

— If the contract to be awarded as a result of this procurement action is a task order contract (multiple or single award and multiple or single agency) that does not simultaneously result in the award of a first task order, then displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. (Check this box *only* if you are completing this form for a task order contract that will *not* simultaneously result in the award of the first task order. If you check this box, do not fill out the remainder of this form.)

If the contract to be awarded as a result of this procurement action *does* simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete either Part 1 or Part 2 of this form.

Part 1: Certification of No Displacement

___ The Agency has determined that the contract resulting from this procurement action *will not* result in the displacement of any City employee within this Agency, as defined by Charter § 312(a).

The basis upon which the Agency has made this determination (Please answer *all* questions under Part 1):

Do any civil service and/or job titles within this Agency currently perform the services sought by the proposed contract and/or services of a substantially similar nature or purpose?

Yes ___ No ___

If so, list the names of such titles and the extent to which Agency employees within such titles currently perform such services.

Do the services sought by the proposed contract expand, supplement, or replace existing services?

Yes ___ No ___

In either event, include a detailed description comparing the services sought by the proposed contract with such existing services.

Is there capacity within the Agency to perform the services sought by the proposed contract?

Yes ___ No ___

If not, provide a detailed description specifying the ways in which the Agency lacks such capacity.

For the term of the proposed contract, list the projected headcount of employees within such titles or employees who perform such services and/or services of a substantially similar nature or purpose.

___ Check this box to confirm that none of the below events have occurred within the Agency in the past three years.

- The displacement of a City employee within the agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- The announcement of spending reductions in connection with a budgetary program, including but not limited to a Program to Eliminate the Gap, that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- Any other statement by an Agency or by the Mayor of a specific anticipated employment action that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose.

List any other bases for the Agency's determination that the contract resulting from this procurement action will not result in the displacement of any City employee within this Agency.

Part 2: Certification of Displacement

- X **The agency has determined that displacement, as defined by Charter § 312(a), has or will occur as a result of this contracting action. The agency has performed the required cost-benefit analysis, as described in Charter § 312(a).**

**ATTACHMENT K – HIRENYC HIRING AND EMPLOYMENT RIDER
PIN #:85815P0003**

HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York (“the City”) found within the Department of Small Business Services’s (“SBS”) website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor ([see Column F of https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls](https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls)). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor’s representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

ATTACHMENT L - PAID SICK LEAVE RIDER
PIN #:85815P0003

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

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

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

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

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

Records

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

Enforcement and Penalties

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

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

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