



NEW YORK CITY
EMERGENCY MANAGEMENT DEPARTMENT (NYCEMD)
REQUEST FOR PROPOSALS (RFP)

THIRD-PARTY LOGISTICS (3PL) SERVICES

PIN #: 01716LOG001

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SECTION I – TIMETABLE

AUTHORIZED AGENCY CONTACT PERSON

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

Name: Elizabeth Haza Sáinz
Title: Senior Procurement Analyst
Mailing Address: 165 Cadman Plaza East
Brooklyn, New York 11201
Telephone #: 718-422-4629
Fax #: 718-246-6011
E-Mail Address: ehazasainz@oem.nyc.gov

A. Release Date of this Request for Proposals: March 17, 2016

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

Telephone #: 718-422-4629
Fax #: 718-246-6011
E-mail Address: procurement@oem.nyc.gov

B. Pre-Proposal Conference:

Date: April 7, 2016
Time: 2:00 PM Eastern Standard Time (EST)
Location: 165 Cadman Plaza East
Brooklyn, New York 11201

This pre proposal conference is optional, but recommended by NYCEM

All questions regarding the RFP must be submitted by e-mail to Elizabeth Haza Sáinz, Senior Procurement Analyst, no later than April 13, 2016.

C. Proposal Due Date and Time and Location:

Date: April 25, 2016
Time: 5:00PM EST
Location: Proposals shall be submitted to Elizabeth Haza Sáinz located at 165 Cadman Plaza East Brooklyn, New York 11201

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

D. Anticipated Contract Start Date: December 1, 2016

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

Purpose of RFP

New York City Emergency Management Department (NYCEM) coordinates the City's response to large-scale emergencies such as a coastal storms, winter weather, and man-made incidents. One of NYCEM's specific responsibilities is to work with agencies and non-profit and private sector partners to lead logistics planning, preparedness, response and recovery efforts, ensuring that the right resources are acquired and delivered to the right place at the right time.

NYCEM is seeking the services of a third-party logistics (3PL) provider to manage the Emergency Supply Stockpile (ESS) which is used to support the Logistics Shelter Support Program (LSSP) and the Commodity Distribution Point (CDP) Program, Staging Operations Stockpile, and support the NYCEM's Citywide Logistics Program (CLP) with field labor teams, auxiliary transportation services, and consulting services, as required.

This contract will require the selected vendor to execute the services described herein to support all hazards (e.g. coastal storm surge, winter weather, power blackouts, building vacates, terrorist acts, etc.), which could require the simultaneous deployment of all program supplies, field labor teams, and auxiliary transportation services. The selected vendor will also be responsible for supporting NYCEM's pre-disaster planning and resource sustainment activities, for the ESS and the Staging Operations Stockpile.

NYCEM may need to activate multiple plans and operations in the event of a large scale emergency. Therefore, the selected vendor should have the capability to support the deployment of all operations during an emergency, as well as restore them to their pre-disaster state in preparation for another emergency. NYCEM will purchase the replacement items and the selected vendor will be responsible for repackaging replacement items post emergency as described in reconstitution section below.

Anticipated Contract Term

It is anticipated that the term of the contracts awarded from this RFP will be for three (3) years with three (3) three-year (3-yr) options to renew. NYCEM reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

Anticipated Available Funding

It is anticipated that the available funding for the contract awarded from this RFP will be \$20,000,000 for the duration of the three-year (3-yr) contract. Greater consideration will be given to proposers that propose more competitive prices in combination with a high quality program.

SECTION III - SCOPE OF WORK

NYCEM goals and objectives for this RFP are:

- Acquire the services of a third-party logistics (3PL) provider to manage the Emergency Supply Stockpile and support NYCEM's pre-disaster planning;
- Select a vendor responsible for managing the ESS, and the Staging Operations Stockpile;
- Select a vendor to support NYCEM's Citywide Logistics Program with field labor teams, auxiliary transportation services and consulting services, as needed.

NYCEM Assumptions Regarding Approach

A. Experience

- NYCEM Assumptions Regarding Experience

Each proposer should have the following qualifications and should meet the following requirements pertaining to its experience:

1. Five (5) or more years of experience with transporting within New York City and the surrounding area
2. Five (5) or more years of experience working with government agencies
3. Five (5) or more years of experience providing services during major disasters and emergencies
4. Familiarity and knowledge of emergency management
5. Five (5) or more years of experience as a 3PL Provider

B. Organizational Capability

- NYCEM Assumptions Regarding Organizational Capability:

Each proposer should have the following capabilities:

1. To integrate the proposed project into its overall operations
2. Fiscally sound and capable of providing the required services
3. Defined continuity of business plans
4. Facility Requirements:

The selected vendor should provide the following requirements:

- a) Warehouse storage space to support the square footage requirement for staging, set configuration, and storage of stockpile items. Sets must be stored utilizing a high pile (racking) system.
- b) Temperature monitoring and controls to ensure products are maintained within a range of 59°F to 86°F.
- c) Routine pest control and monitoring to protect perishable products (e.g. against pests such as beetles, bedbugs, rodents, vermin) and prevent contamination.
- d) Fire protection system that meets local codes for high pile (rack) storage and other applicable fire protection standards.
- e) All material-handling equipment (e.g. pallets jacks, hand trucks, forklifts, cherry pickers) to ensure all sustainment as well as emergency support services and tasks outlined herein can be carried out in full.
- f) Backup emergency power and material handling equipment, as needed, to ensure the storage facility remains operational during power failure.
- g) Facilities that meet local, State, and Federal operational safety regulations.
- h) Sufficient workspace including a desk, chair, and telephone for NYCEM employees conducting site visits to selected vendor storage facilities.
- i) Continuous supervision and security of facilities where stockpiled items are stored.

- j) Permits unannounced access to storage facilities for personnel listed on an authorized access list provided by NYCEM.

Table I. outlines the current facility storage location and space footage requirements for each of the programs. Please be advised that these requirements are subject to change based on the needs of the agency.

Table I. Facility Storage and Square Footage Requirements			
Program	Current Location	Storage Requirement for selected Vendor	Estimated Square Footage
Emergency Supply Stockpile (ESS)	Stored in two incumbent warehouses – Monroe Township, Middlesex County, NJ & Edgewood, Suffolk County, NY	NYCEM will require the selected vendor to store the ESS in two warehouses	150,000 sq. ft.
Staging Operations Stockpile	Currently stored at NYCEM’s warehouse in Brooklyn, Kings County, NY, but may be relocated to the incumbent’s warehouse	NYCEM may request the selected vendor to store the stockpile in one warehouse	350 sq. ft.

5. Warehouse Location Requirements:

- a) The selected vendor must provide warehouse space in multiple locations, no more than 50 (fifty) miles from Brooklyn, NY.
- b) The selected vendor must provide warehouse space accessible from major highways that permit the use of large trucks.
- c) In addition, the vendor must be able to provide additional warehouse space during and immediately after an emergency to be used for the temporary storage of commodities needed to support the City’s emergency response and/or to support the sorting efforts during recovery. This additional space must meet the same requirements for permanent facilities as outlined above

6. Staffing Requirements:

- a) The selected vendor should provide sufficient staffing resources to receive, configure, manage, kit, store, inventory, care for, preserve, replace, rotate, and, if needed, expand/contract the stockpile as well as dispose of items in the ESS and the Staging Operations Stockpile, if required. This staffing includes, but is not limited to, one full-time program manager and appropriate full-time support staff dedicated to overseeing the Scope of Work outlined for the three (3) programs in below. Refer to Appendix A for additional information about these operations.
- b) The selected vendor will be responsible for timely reporting, responses to NYCEM queries, and training as requested by NYCEM, including but not limited, to the trainings required for staff working in the City’s Emergency Operations Center (EOC) and Logistics Center (LC).
- c) In the event of an emergency and activation of the EOC/LC, upon notification from NYCEM, the selected vendor must provide representatives with the authority and access to commit, direct, and report the timely status of resources on behalf of the selected vendor. Representatives are required to report to the EOC/LC and provide support twenty-four (24) hours per day and 7 days per week (24/7) for the duration of an event.

- d) In addition, if the CDP Program is activated, the selected vendor must also provide representatives to staff the CDP Command Center (CCC) twenty-four (24) hours per day and seven (7) days per week (24/7) for the initial setup of the CDP system, and then serve in the LC as needed through duration of the event.
 - e) The selected vendor must be able to support the agency's field labor and consulting needs outlined in Section III: Scope of Work. 3. NYCEM Assumptions Regarding Approach (C)(4).
 - f) The selected vendor must have the staffing capabilities to simultaneously support the staffing needs of all Sustainment and Emergency Support Operations for the NYCEM programs outlined below.
7. Equipment Requirements:
- a) The selected vendor should provide equipment necessary to support all Sustainment and Emergency Support Operations. The selected vendor is also required to provide sufficient equipment to deploy, receive, manage, store, inventory, care for and preserve, replace, rotate, and, if needed, dispose of stockpile items for the ESS and the Staging Operations Stockpile, in the event that the vendor is requested by NYCEM to take possession.
 - b) NYCEM-provided equipment in support of this contract will be limited to a computer workstation in the EOC and CCC.

C. Approach

The NYCEM's assumptions regarding which approach will most likely achieve the goals and objectives of this RFP. The selected vendor should have the capability to support and manage the ESS, Staging Operations Stockpile, field labor teams, auxiliary transportation and consulting services as outline below:

Emergency Supply Stockpile (ESS)

ESS: Overview

- a) The selected vendor will provide storage and staging of stockpile items and will, upon notification, move the stockpile items from their storage locations to destination locations as designated by NYCEM. The ESS can be used to support both the Logistics Shelter Support Program (LSSP) and the Commodity Distribution Point (CDP) Program,
- b) The selected vendor will take possession of the current stockpile and any additional items procured by NYCEM and manage it under the terms described herein. The selected vendor will configure, kit supplies, store, rotate expiring items, manage, and, when needed, activate and deploy the stockpile under the terms described herein.
- c) During an emergency, NYCEM may be required to procure additional items to support shelter and distribution sites. The selected vendor will be required to cross-dock and deliver additional supplies as needed.
- d) The selected vendor will be responsible for all aspects of transportation between the warehouse locations and the destination locations. All applicable routing laws and regulations must be adhered to during same. NYCEM will direct the delivery of replenishment stocks, as needed. Replenishment may occur using the remaining ESS as well as items purchased time off from other vendors. The selected vendor will be required to cross-dock and deliver the additional supplies as needed.
- e) The selected vendor should be prepared to support the Logistics Shelter Support Program (LSSP) and the Commodity Distribution Point (CDP) Program.
 - i. **Logistics Shelter Support Program (LSSP)**
 - The selected vendor should be prepared to support over five-hundred (500) facilities. The shelters are designed to provide essential services to keep

evacuees dry, safe and secure NYCEM through its ESS will provide limited feeding, water, cots, blankets, and personal care items. The City has also identified a subset of shelters that will receive essential services, goods and supplies to accommodate persons with disabilities, access and functional needs or individuals in need of additional medical care. If the City opens emergency shelter operations, NYCEM will be the central point of contact for command and control.

- NYCEM will notify the selected vendor immediately when storm forecasts or emergency events result in the activation of the shelter system or distribution of the ESS. The selected vendor will deliver these preconfigured sets to destination locations prioritized by NYCEM within twelve (12) to forty-eight (48) hours of a mobilization notification from NYCEM. Section III: Scope of Work further outlines the required deployment timelines. See Appendix D, Mobilization and Deployment Timeframes, for a comprehensive activation timeline.
- Section III. Scope of Work, NYCEM's Assumptions Regarding Approach, C. (1.) Emergency Supply Stockpile (ESS) outlines the deployment of the ESS in support of the LSSP for Notice Events (e.g. coastal storm) and for No-Notice Events (e.g. blackout, terrorist act). The selected vendor will be required to support both Notice Events (e.g. coastal storm) and for No-Notice Events (e.g. blackout, terrorist act). strategies, and may be required to support the strategies in conjunction with each other, for example an event may require an immediate No-Notice response, but in turn, also require a large number of shelters. Therefore, the first shelters would be set up using the No-Notice strategy and the additional shelters would be opened using the Notice strategy

ii. Commodity Distribution Point (CDP)

- The selected vendor should be prepared to support between one (1) and sixty four (64) Commodity Distribution Points (CDP). The CDPs are designed is a temporary site where NYCEM through the ESS will provide life-sustaining commodities, including food, baby formula, and water, are distributed to members of the public during a food access emergency.
- NYCEM will notify the selected vendor immediately when storm forecasts or emergency events result in the activation of CDP system, requiring distribution of the ESS. The selected vendor will deliver ESS supplies between hours twelve (12) to forty-eight (48) hours of a mobilization notification from NYCEM. See Appendix D, Mobilization and Deployment Timeframes, for a comprehensive activation timeline. The selected vendor will be responsible for all aspects of transportation between the warehouse locations and CDP sites. All applicable routing laws and regulations must be adhered to during deployment and resupply.
- Section III. Scope of Work, (B) NYCEM's Assumptions Regarding Approach, (C)(2) outlines the deployment of the CDP start-up packages and additional ESS commodities for Notice Events (e.g. coastal storm) and for No-Notice Events (e.g. blackout, terrorist attack). The selected vendor will be required to support both these strategies, and may be required to support the strategies in conjunction with each program. For example an event may

require an immediate No-Notice response, but in turn, also require the opening of a large number of CDPs. Therefore, the first CDPs would be set up using the No-Notice strategy and the additional CDPs would be opened using the Notice strategy.

ESS: Sustainment Services Provided

- a) The selected vendor should guarantee that all supplies, including the ESS are fully ready for deployment in response to the New York City coastal storm season between August 1st and November 31st of every year in which the contract is in effect. Readiness will be demonstrated using the reporting process report developed between NYCEM and the vendor. The guidelines below should be followed for all products stored and managed by the selected vendor. This includes, but is not limited to the entire ESS, the CDP Start-up packs, and the Staging Operations Stockpile, if NYCEM directs the vendor to take possession.
- b) Product Receipt from Manufacturers and Distributors**
 - i. Accept delivery, unload, account for all inventory management functions, and store on behalf of NYCEM all incoming supplies and equipment, accordingly.
 - ii. Maintain a “due in” roster of products, based on procurement and shipping updates from NYCEM and vendors.
 - iii. Notify the City of any discrepancies in shipments received.
 - iv. Coordinate with DCAS to schedule visits for City quality assurance experts to inspect for inbound supplies and equipment, where needed. In the event of an unscheduled delivery or the failure of DCAS Bureau of Quality Assurance (BQA) to attend a scheduled delivery, the vendor will segregate and hold product in an “untouched” state until it can be inspected by DCAS BQA.
 - v. Assemble supplies and equipment into the types of preconfigured sets on the basis of NYCEM specifications.
 - vi. Maintain an accurate inventory, including expiration dates and lot numbers where applicable, and make available an electronic copy of all inventory items as they are received.
- c) Storage and Inventory Control**
 - i. Control, protect, and manage all supplies and equipment in a manner that prevents damage or other losses while in the selected vendor’s care.
 - ii. Provide sufficient equipment resources to receive, configure, manage, kit, store, inventory, care for, preserve, replace, rotate, and, dispose of if needed, expand/contract the supplies and equipment in the ESS and the Staging Operations Stockpile.
 - iii. Provide a copy of liability insurance for full-value replacement of the supplies and equipment under selected vendor control.
 - iv. Maintain an ongoing, accurate accounting, both paper and electronic, of all received, stored, and delivered the supplies and equipment. The selected vendor should have an established Warehouse management system to assist with inventory management and deployment.
 - v. Provide product receipt documents with signatures to City contracting officials within twenty-four (24) hours of receipt.
 - vi. Store limited-shelf-life items in compliance with Food and Drug Administration (FDA) regulations, other applicable Federal, State, and City laws and regulations, and manufacturer guidelines. Institute good manufacturing practices, if applicable, for maintaining limited-shelf-life items.

- vii. Segregate NYCEM supplies and equipment from other inventory, especially industrial chemicals, detergents, and other contaminants that could penetrate porous materials such as plastic packaging of food and water.
- viii. Ensure proper storage for supplies and equipment requiring environmentally controlled storage.
- ix. Maintain quality materiel surveillance and institute care and preservation measures to prevent damage to, or deterioration of, stockpile items.
- x. Set up routine inventory protection programs that proactively ensure the absence of pests, water leaks and dust.
- xi. Monitor temperature with sensor devices to ensure that each facility maintains items having a limited shelf life or environmental sensitivity at an acceptable temperature range of 59°F to 86°F; 68°F is optimal. Temperature readings should be taken a minimum of once daily during peak hours in multiple locations within each warehouse to monitor areas that may vary in temperature due to height or proximity to open bay doors. One or more backup devices should be present in the event of failure of the primary device(s).
- xii. The selected vendor should provide daily report of temperature controls and regular reports of any pest control programs
- xiii. Ensure minimal handling and movement of environmentally sensitive product to optimize and to maintain the integrity of packaging and minimize damages.
- xiv. Maintain an ongoing, accurate accounting and routine recurring inventory of all supplies and equipment stored and provide that inventory to NYCEM in electronic and paper formats on a monthly basis. The Monthly Summary Inventory Report is due on the fifth business day of each month and will include all relevant product data, to include, but not limited to:
 - xv. Item packaging and unit of measure
 - Stock-keeping Unit (SKU) is identified by:
 - Pallet SKU;
 - Component SKU.
 - Pallets are identified by:
 - Location ID;
 - Container ID.
- xvi. Accurate item names, NYC branding, and descriptions as specified by NYCEM. Inventory records will be subject to random audit by NYCEM. NYCEM will review inventory records and identify discrepancies. Notice of identified discrepancies will be sent to the selected vendor. The selected vendor will acknowledge receipt of such notification of discrepancies and successfully resolve or correct discrepancies completely within ten (10) working days of being notified.
- xvii. All inventory reports should accurately reflect all quantities of pallets and items on hand at the time of the report.
- xviii. Technology and operational competencies required to produce accurate counts of pallets and items on hand will be the responsibility of the selected vendor - operational costs, upgrades, and staff training on technology are included in the “technology fee.”
- xix. Perform an annual physical count of stored supplies and equipment according to protocol noted below:

- xx. The selected vendor will perform an annual physical inventory of pallets as identified by set type, unique parent SKU/pallet identification (ID) number, and warehouse location by floor/rack position.
- xxi. The Annual Physical Inventory Report will consist of the following:
 - Full printout of pallet inventory identified by set type, parent SKU/pallet ID, and warehouse location by floor/rack position, with handwritten notations and staff initials to verify that pallets were physically counted.
 - Detailed report of discrepancies, including location and parent SKU accuracy.
 - Written statement, with signature and date, certifying that a physical inventory was conducted in accordance with the specifications listed in this section.
- xxii. The Annual Physical Inventory Report is due on the fifth business day of January of each year.
- xxiii. Staff performing physical inventory should ensure the following:
 - Each pallet is completely wrapped/ containerized.
 - Each pallet appears free of damage, tampering, and contamination.
 - Each pallet has a packing list visibly secured to the pallet's exterior.
 - Pallet component/item quantities, set type, pallet ID, and warehouse location by floor/rack position match all documentation.
- xxiv. The selected vendor will work closely with NYCEM to ensure that any discrepancies on the Annual Physical Inventory Report are reconciled within a 30-day period.
- xxv. The selected vendor will conduct cycle counts on a monthly basis to include all pallets over the course of one calendar year. The Monthly Cycle Count Report is due the fifth business day of each month.
 - Cycle counts for mixed-product pallets will include a count of all components and a note of all discrepancies to ensure 100% accuracy of packing lists and inventory reports. Pallets will be repacked appropriately to ensure secure storage with a neat, orderly, and dust-free appearance.
 - Cycle counts for single-product pallets will include a visual inspection of all components and a note of all discrepancies to ensure 100% accuracy of packing lists and inventory reports. In addition, pallets will be visually inspected for leakage, contamination, or other damage. Dust will be removed or packing materials added to ensure secure storage with a neat and orderly appearance.
 - Cycle counts and results will be reported on monthly basis. Reports will include a complete list of all pallets counted within that cycle, and the list will include pallet ID, any discrepancies discovered, and any corrective action taken.
 - Any adjustments, overages and shortages, require NYCEM approval prior to warehouse management system adjustment.
 - Monthly Cycle Count Summary Reports are due on the fifth business day of each month.
 - The selected vendor will submit to NYCEM an Annual Cycle Count Summary Report on the fifth business day of January summarizing the prior twelve (12) months of cycle counts. The Annual Cycle Count Summary Report will be utilized to validate and confirm annual

inventory. This report includes the following information for every component SKU:

- Previous year's on-hand inventory.
- Current on-hand inventory.
- Difference, if any between the previous year's and current year's inventories, with notes explaining the differences if any.

- xxvi. Prepare and deliver a daily report of the supplies and equipment inventory balances to NYCEM on request. The selected vendor will acknowledge discrepancies and either resolve or correct discrepancies completely within ten (10) working days of being identified.

d) Rotation of Supplies and Equipment With Expiration Dates

- i. The selected vendor should capture lot numbers and expiration dates of all incoming perishable product and maintain this data as part of the selected vendor's automated inventory data files. All lot numbers and expiration dates must be visible on case/SKU for the selected vendor to track.
- ii. NYCEM will work with the selected vendor to capture expiration data for existing product.
- iii. NYCEM and the selected vendor should collaborate each year to create an annual schedule for rotation of expiring items for the upcoming fiscal year. The Annual Rotation Schedule is due to NYCEM on the fifth business day of September and will include:
 - Identifying palletized product lots and components of kits (e.g. items within the Shelter Nursing Kits, OTC Meds Kits) to be pulled.
 - Segregating of pulled product from the ESS, the CDP Start-up packs, and the Staging Operations Stockpile.
 - Preparing pulled product for shipment to various destinations as instructed by NYCEM.
 - Receiving new product.
 - Re-Integrating new product into ESS, the CDP Start-up packs, and the Staging Operations Stockpile.
- iv. Selected vendor should agree to institute quality control procedures to ensure that one-hundred percent (100%) of identified expiring items are pulled from the ESS, the CDP Start-up packs, and the Staging Operations Stockpile. A document that details these procedures will be made available to NYCEM upon request.
- v. NYCEM will determine the disposition of expiring supplies and equipment items prior to their expiration and direct the selected vendor to ship expiring items to another location or to dispose of them in accordance with applicable regulations. Once disposition is identified, the selected vendor will ensure that 100% of expired items are relinquished in accordance with NYCEM's instructions.

e) Information Technology Support

- i. Generate and present to NYCEM any documentation, receipts, and reports regarding past or present inventory levels, expiration dates of product or in/outbound movements on demand. Technology to produce accurate inventory reports of all pallets and items in ESS, the CDP Start-up Packs, and the Staging Operations Stockpile is the responsibility of the selected vendor.
- ii. The following reports are due to NYCEM by the fifth business day of the specified month on an annual basis:

- Annual Physical Inventory Report is due the fifth business day of January and upon completion of Rotation or Reconstitution prior to August 1st
 - Annual Cycle Count Summary Report is due the fifth business day of January.
 - Annual Rotation schedule is due the fifth business day of September.
 - 60-day Readiness Update Report is due the fifth business day of June and on a weekly basis until the all items stored by the selected vendor are fully ready to deploy.
- iii. The following reports are due to NYCEM by the fifth business day of each month. Reports will be run effective for standard monthly days (e.g. January 1st to 31st, February 1st to 28th, etc.).
- Monthly Cycle Count Report
 - Monthly Inventory Report - Summarized inventory of product on hand by parent SKU and/or product SKU in all warehouse locations
 - Monthly Transaction Report - Itemizes the quantity of product received from a given manufacturer/distributor on a given date (i.e. previous Monthly Receiving Report).
 - Monthly Temperature Report - Itemized temperature readings (a minimum of one reading and report per day during peak temperature) by all monitoring devices
 - Monthly Readiness Report- Itemized report detailing the readiness of each pallet SKU.
- iv. The following reports are due to NYCEM by the fifth business day of March, June, September, and December:
- Quarterly Location/Expiration Report - Itemized report of pallet IDs and locations that includes product expiration dates
 - Quarterly Notification Drill Results.

Table II. outlines the schedule of report deliverables.

Table II. Schedule of Report Deliverables		
Annual Physical Inventory Report	Fifth business day of January	Annually
Annual Cycle Count Summary Report	Fifth business day of January	Annually
Annual Rotation Schedule Report	Fifth business day of September	Annually
60-day Readiness Update Report	Fifth business day of June	Annually
Monthly Cycle Count Report	Fifth business day of each month	Monthly
Monthly Inventory Report	Fifth business day of each month	Monthly
Monthly Transaction Report	Fifth day of each month	Monthly
Monthly Temperature Report	Fifth business day of each month	Monthly
Monthly Readiness Report	Fifth business day of each month	Monthly

Quarterly Location/Expiration Report	Fifth business day of March, June, September, December	Quarterly
Quarterly Notification Drill Results Report	Fifth business day of March, June, September, December	Quarterly
Item Disposal Plan Report	Prior to Rotation	Annually
Post-Event Report	Upon completion of Demobilization and reissued/updated upon request	Post-Activation

f) Citywide Asset and Logistics Management System (CALMS) Support

- i. A real-time inventory data feed is required for integration in to the New York City Citywide Asset and Logistics Management System (CALMS). The feed must be updated daily via .csv format, but should be capable of real-time updates during emergency events (every ten (10) minutes). The real-time inventory must include, but is not limited to, the following data:
 - Status of configured sets by type:
 - Number fully configured.
 - Number partially configured.
 - Shortage listing of partially configured sets.
 - Weights and dimensions of configured sets.
 - Balances (daily upon activation):
 - Sets on-hand.
 - Incomplete sets.
 - Component inventory.
 - Sets shipped.
 - Inventory levels and shortfalls.
 - Sets returned.
 - Replenishment requirements as assigned by NYCEM.
- ii. Recurring telephonic (or when possible, in-person) meetings to reconcile programmatic development, continuous improvement processes, or any other issues that may arise.
- iii. The selected vendor is also responsible for providing specifications and photos of all supplies and equipment to be uploaded into a catalog of all items in CALMS.
- iv. The selected vendor may be requested to work in conjunction with NYCEM and the CALMS vendor to troubleshoot any data issues with the live inventory and catalog.
- v. Support of future technology enhancements and reports as specified by NYCEM.

g) Records Management

- i. Maintain an ongoing, accurate accounting, both paper and electronic, of all received, stored, and delivered supplies and equipment.
- ii. Provide product receipt documents with signatures to City contracting officials within twenty-four (24) hours of receipt (i.e. upload to project website).
- iii. Keep records of all:

- Reports
 - Inspections
 - Drills
 - Other relevant records/deliverables
- iv. Make all records outlined above available to NYCEM upon request at no additional cost to the agency within forty-eight (48) hours of a request
- v. Store all records and accounting documentation on a SharePoint site, or a similar shared platform that allows access to the information by NYCEM and the vendor.

ESS: Emergency Support Services

The ESS can be used to support response to large-scale emergencies such as a coastal storms, winter weather, and man-made incidents. The ESS is primarily deployed in support of the Logistics Shelter Support Program (LSSP) and the Commodity Distribution Point (CDP). The selected vendor will be responsible for all the strategies outlined below:

a) **Logistics Shelter Support Program (LSSP)**

i. EOC Support

- At the direction of NYCEM, provide a representative with the authority to commit and direct resources on behalf of the selected vendor to the NYC EOC 24/7 for the duration of an event as listed in Section III. Scope of Work, NYCEM Assumptions Regarding Approach. (B)(7).
- If a scenario arises in which NYCEM does not call for in-person support from a representative of the selected vendor in the EOC, the selected vendor will provide primary and secondary 24/7 points of contact (POCs). NYCEM must be able to make 24/7 positive communication with the POC without leaving a message or paging and waiting for return contact.

iii. Outlined below are the two strategies that the selected vendor would most likely be called upon to support. The selected vendor must be able to the mobilization, deployment, resupply, recover and reconstitution of the LSSP. Please note that these strategies may be used in conjunction with each other, in other words the No-Notice Strategy may be used to support an immediate need, and the Notice Strategy will then be utilized if the need grows. In the event that an emergency requires that NYCEM modify these strategies or create new strategies, NYCEM will work in conjunction with the vendor to create these changes.

ii. Notice Strategy

- The deployment strategy outlined below captures a full ESS deployment (estimated at 6,100 pallets) and a partial ESS deployment (estimated at 4,000 pallets). This strategy will be used for a deployment in response to a Coastal Storm or other large deployments with prior notice.
- **Mobilization:**
 - Mobilize and prepare for the delivery and distribution of stockpile items to destination facilities upon receipt of a Mobilization Notification by NYCEM.

- Prepare for NYCEM approval a written Transportation Plan(s) to distribute items directly to destination facilities. The Transportation Plan(s) for each scenario shall include the estimated size and number of vehicles needed, number of deliveries per vehicle, and a routing package with maps and directions for each vehicle (amongst other details, as requested by NYCEM).
 - Confirm destination facility list with NYCEM.
 - Pick and load ESS items for delivery to destination facilities designated by NYCEM. Items will be tagged, labeled, etc. as necessary.
 - Mobilize and deliver a subset of the ESS one (1) Facility Opening Set, one (1) Operator Package and companion equipment (pallet jack and hand truck) to the identified facilities.
 - If required, identify and activate temporary cross-docking facilities. Cross-dock facilities will be utilized should additional supplies, outside of the 3PL managed ESS, be required during a response operation.
 - Mobilization is complete when all personnel, vehicles, equipment, supplies are fully positioned in preparation for deployment and the Facility Opening Sets, Operator Packages and companion equipment have been delivered. This will occur no later than twenty-four (24) hours from the Mobilization Notification. When the mobilization is complete, the selected vendor will provide a written notification to NYCEM.
- **Holding**
 - Upon completion of the mobilization of the ESS, wait for instructions for NYCEM to provide an order to begin or cancel the deployment of the ESS. During holding, the ESS must remain in a deployment-ready state. In the event that NYCEM must postpone deployment of the ESS beyond the completion of mobilization, the time period will be considered a Holding Period.
- **Deployment**
 - Accomplish one hundred percent (100%) physical distribution of ESS items and additional supplies, within twenty-four (24) hours of NYCEM deployment notification.
 - Maintain two-way communications with all delivery vehicles.
 - Track, in real-time or near real-time (up to a 10-minute delay), all delivery vehicles from the point at which they leave the warehouse, through their delivery route, until they return to the warehouse. Provide this information to NYCEM upon request.

- Maintain a capacity to respond to delivery vehicle breakdowns or accidents and have the capability to resume that delivery within 120 minutes of notification of the breakdown or accident.
 - Physically control inventory of ESS items and ensure that the lot, dating, and quantity delivered reconcile with the order, and provide NYCEM with a record of items ordered, delivered, and received by the destination facilities.
 - Offload ESS and any additional supplies at destination facilities and obtain receipt verification from a designated NYC representative.
 - Provide field labor teams, as directed by NYCEM, to destination facilities.
 - Maintain an ongoing accounting (manifest and packing list) for all supplies and equipment delivered. Notify NYCEM when items have been delivered to destination facilities.
- **Post Deployment**
 - Upon receipt of the shuttle fleet notification from NYCEM, the selected vendor to provide a “shuttle fleet” of up to twenty (20) straight trucks (minimum twenty-two (22) feet long) and drivers to transport and deliver emergency supplies between destination facilities following the initial deployment to destination facilities. Trucks must be equipped with functioning lift gates, on-board pallet jack, and 2-way communications capability for 24-hour availability. Activation may include pre-event and post-event periods, depending on need and clearance of routes. These periods may include up to several days prior to an incident and up to an undetermined number of days following an incident. Additional terms for the shuttle fleet are determined as detailed below:
 - Sufficient management staff will be needed to order, track, and control shuttle fleet.
 - Three (3) to five (5) trucks will operate in each borough.
 - Trucks may originate from the same fleet used for initial delivery but must be available to support inter-facility transport operations immediately following initial delivery.
 - Shuttle Fleet may be requested to transport “crash carts” of medical supplies from designated hospital facilities to the designated Special Medical Needs Shelter (SMNS) facilities.
 - Provide a shuttle fleet following delivery of the ESS capable of cross-leveling supplies and equipment between destination facilities.
- **Resupply**
 - NYCEM will provide the selected vendor with a formal Resupply Notification, upon which the selected vendor will commence transport and delivery of the resupply assets.

- The selected vendor will follow all terms under Deployment above, and will accomplish one hundred percent (100%) of loading and delivery of the resupply within twenty-four (24) hours of receiving the confirmed Resupply Notification. NYCEM and the selected vendor will determine whether the delivery of resupply is feasible based on conditions at time of notification.
- Resupply involves the movement of the remaining supplies from the vendor's warehouse, as well as moving additional supplies that may be delivered to the vendor's warehouse from other government entities, volunteer organizations and other vendors that would be cross docked and delivered to the shelters.
- **Demobilization/Recovery**
 - Pick up serviceable pallets of supplies and equipment items from destination facilities, and return them to selected vendor storage facilities, according to protocol.
 - Trucks will be dispatched to all shelters following an event to recover empty pallets and unused or serviceable product.
 - All wooden pallets, pallet containers, and material handling equipment will be recovered.
 - All unused/untouched products (not exposed to the elements or otherwise contaminated) will be recovered.
 - Product issued to the public that is recovered will be reconstituted or disposed as appropriate at NYCEM's discretion.
 - Trash that is recovered will be disposed at NYCEM's direction.
 - NYCEM leaves it to the selected vendor's discretion to appropriately and safely handle all demobilized product, in compliance with all City, State, and Federal regulations.
 - The selected vendor may be required to rent a temporary demobilization/recovery facility with cross-docking functionality.
 - Determine serviceability and recoverability of supplies and equipment using NYCEM established guidelines, which may include inspection by NYCEM or the use of pest control services.
 - Provide list of unserviceable supplies and equipment and dispose of them upon NYCEM approval.
 - Remove disposed supplies and equipment from inventory management system.
 - Maintain an ongoing accounting of all recovered supplies and equipment.
 - Develop a Disposal Plan for identifying, managing, and properly disposing of demobilized items with shelf-life limitations, including procedures for compliance with all City, State, and Federal disposal regulations.

- In addition to the above, the selected vendor may be directed to demobilize additional locations, as directed by NYCEM. Such as a space used for another operation such as a Family Assistance Center.
- The selected vendor may be asked to prepare a series of Post-Event Reports for NYCEM upon request that could include, but not limited to:
 - The quantity and set type(s) of product deployed.
 - The quantity and set type(s) of product recovered, including lot numbers and expiration dates where applicable, determined as suitable for reintegration.
 - Amount of additional square footage and/or pallet positions used for recovered product.
 - Truck usage in all phases of mobilization, deployment, resupply, demobilization, and recovery, detailing mileage, hours, quantity of trucks.
 - Labor Teams utilized during the event, detailing staffing quantities as well as hours worked and distribution per site.
 - The final Post-Event Report is due upon completion of Recovery. This report will be audited by NYCEM.

- **Reconstitution**

- Clean and repair durable supplies and equipment that can be returned to inventory.
- Return serviceable supplies and equipment to inventory (establish accountability of serviceable items in the selected vendor's inventory management system), and reconfigure items as directed by NYCEM.
- Prepare for receipt, storage, and accountability of new stockpile items purchased by NYCEM to replace those used during emergency operations.
- Using the replacement items purchased by NYCEM, build new sets to reconstitute the ESS to pre-deployment state or to support a new required build as directed by NYCEM. The deadline for set build completion should always be August 1. In the event that an emergency requires NYCEM to modify this deadline, NYCEM will work in conjunction with the vendor to determine a new deadline.

iii. No-Notice Deployment Strategy

- The deployment strategy outlined below captures a partial ESS deployment. This strategy will be used in the event that an emergency occurs and the supplies are needed with little or no notice. This strategy will typically be used to set up one (1) to ten (10) shelters that may include a Special Medical Needs Shelter, due to a localized emergency that needs immediate support.

- **Mobilization**

- Mobilize and prepare for the delivery and distribution of ESS items to destination facilities upon formal notification by NYCEM.
- Prepare for NYCEM approval a written Transportation Plan(s) to distribute ESS items directly to destination facilities. The Transportation Plan(s) for each scenario shall include the estimated size and number of vehicles needed, number of deliveries per vehicle, and a routing package with maps and directions for each vehicle, amongst other details, as requested by NYCEM.
- Confirm destination facility list with NYCEM.
- Pick and load ESS items for delivery to destination facilities designated by NYCEM Items should be labeled, tagged, etc. as necessary.
- If required, identify and activate temporary cross-docking facilities. Cross-dock facilities will be utilized should additional supplies, outside of the 3PL managed ESS, be required a during a response operation.
- Mobilization is complete when all personnel, vehicles, equipment, and supplies are fully positioned in preparation for deployment. This will occur no later than six (6) hours from the Mobilization Notification. When the mobilization is complete, the selected vendor will provide a written notification to NYCEM.

- **Holding**

- Upon completion of the mobilization of the ESS, wait for instructions for NYCEM to provide an order to begin or cancel the deployment of the ESS. During holding, the ESS must remain in a deployment-ready state. In the event that NYCEM must postpone deployment of the ESS beyond the completion of mobilization, the time period will be considered a Holding Period.

- **Deployment**

- Accomplish 100% physical distribution of the ESS, and additional supplies, within six (6) hours of NYCEM deployment notification.
- Maintain two-way communications with all delivery vehicles.
- Track, in real-time or near real-time (up to a ten (10) minute delay), all delivery vehicles from the point at which they leave the warehouse, through their delivery route, until they return to the warehouse. Provide this information to NYCEM upon request.
- Maintain a capacity to respond to delivery vehicle breakdowns or accidents and have the capability to resume that delivery within 120 minutes of notification of the breakdown or accident.

- Physically control inventory of the ESS and ensure that the lot, dating, and quantity delivered reconcile with the order. The selected vendor will provide NYCEM with a record of items ordered, delivered, and received by the destination facilities.
- Offload the ESS items at destination facilities and obtain receipt verification from a designated NYC representative.
- Provide field labor teams, as directed by NYCEM, to destination facilities.
- Maintain an ongoing accounting (manifest and packing list) for all ESS items delivered. Notify NYCEM when items have been delivered to destination facilities.
- **Post Deployment**
 - Upon receipt of the shuttle fleet notification from NYCEM, the selected vendor to provide a “shuttle fleet” of up to three (3) straight trucks (minimum twenty-two (22) feet long) and drivers to transport and deliver emergency supplies between destination facilities following the initial deployment to destination facilities. Trucks must be equipped with functioning lift gates, on-board pallet jack, and 2-way communications capability for twenty-four hour (24-hr) availability. Activation may include pre-event and post-event periods, depending on need and clearance of routes. These periods may include up to several days prior to an incident and up to an undetermined number of days following an incident. Additional terms for the shuttle fleet are determined as outlined below
 - Sufficient management staff will be needed to order, track, and control shuttle fleet.
 - Trucks may originate from the same fleet used for initial delivery but must be available to support inter-facility transport operations immediately following initial delivery.
 - Shuttle fleet may be requested to transport “crash carts” of medical supplies from designated hospital facilities to the designated SMNS facilities.
 - Provide a shuttle fleet following delivery of the ESS capable of cross-leveling supplies between destination facilities.
- **Resupply, Demobilization/Recovery, Reconstitution**
 - Upon receipt of notification from NYCEM, the selected vendor will Resupply, Demobilize/ Reconstitute according to the guidelines outlined above in the Notice Strategy section. The only difference in the processes will be the quantity of supplies

b) Commodity Distribution Point (CDP) Program

i. Commodity Distribution Point Command Center (CCC) Support

- At the direction of NYCEM, provide a representative with the authority to commit and direct resources on behalf of the selected

vendor to the NYC CCC 24/7 for the duration of an event as listed in Section III. Scope of Work, NYCEM Assumptions of Approach (B)(6).

- If a scenario arises in which NYCEM does not call for in-person support from a representative of the selected vendor in the CCC, the selected vendor will provide primary and secondary 24/7 points of contact (POCs). NYCEM must be able to make 24/7 positive communication with the POC without leaving a message or paging and waiting for return contact.
- ii. Outlined below are the two strategies that the selected vendor must be able to support for mobilizing, deploying, resupplying, recovering and reconstituting the ESS supplies in support of the CDP Program. Please note that these strategies may be used in conjunction with each other, in other words the No-Notice strategy may be used to support an immediate need, and the Notice Strategy will then be utilized if the need grows. In the event that an emergency requires that NYCEM modify these strategies or create new strategies, NYCEM will work in conjunction with the vendor to create these changes.
- iii. Notice Strategy
 - The notice strategy outlined below captures an ESS deployment from one (1) to sixty-four (64) sites. This strategy will be used for a deployment in response to a coastal storm or other large deployments with prior notice.
 - **Mobilization**
 - Mobilize and prepare for the delivery of supplies and equipment to destination sites upon notification by NYCEM.
 - Prepare for NYCEM approval a Transportation Plan(s) to distribute stockpile items directly to destination sites. The Transportation Plan(s) for each scenario shall include the estimated size and number of vehicles needed, number of deliveries per vehicle, and a routing package with maps and directions for each vehicle, amongst other details, as requested by NYCEM.
 - On request, confirm destination site list with NYCEM.
 - Pick and load stockpile items for delivery to destination facilities designated by NYCEM.
 - If required, identify and activate temporary cross-docking facilities. Cross-dock facilities will be utilized when additional supplies, outside of the 3PL managed ESS, are required during a response operation.
 - Mobilization is complete when all personnel, vehicles, equipment, supplies are fully positioned in preparation for deployment. This will occur no later than twenty-four (24) hours from the Mobilization Notification. When the mobilization is complete, the selected vendor will provide a written notification to NYCEM. See Appendix C, CDP Commodity Delivery Estimates for commodities required

per person and for an example estimate of the number of pallets required to deliver the commodities

- **Holding**
 - Upon completion of the mobilization of the stockpile, wait for instructions for NYCEM to provide an order to begin or cancel the deployment of the stockpile. During holding, the stockpile must remain in a deployment-ready state.

- **Deployment**
 - Accomplish physical delivery of stockpile items, and additional supplies within twenty-four (24) hours of a notification from NYCEM.
 - Maintain two-way communications with all delivery vehicles.
 - Track, in real-time or near real-time (up to a 10-minute delay), all delivery vehicles from the point at which they leave the warehouse, through their delivery route, until they return to the warehouse. Provide this information to NYCEM upon request.
 - Maintain a capacity to respond to delivery vehicle breakdowns or accidents and have the capability to resume that delivery within 120 minutes of notification of the breakdown or accident.
 - Physically control inventory of stockpile items and ensure that the lot, dating, and quantity delivered reconcile with the order, and provide NYCEM with a record of items ordered, delivered, and received by the destination sites.
 - Offload stockpile items at destination sites and obtain receipt verification from a designated NYC representative.
 - Provide field labor teams, as directed by NYCEM, to destination sites.
 - Maintain an ongoing accounting (manifest and packing list) for all stockpile items delivered. Notify NYCEM when items have been delivered to destination sites.

- **Post Deployment**
 - Upon receipt of the shuttle fleet notification from NYCEM, the selected vendor to provide a shuttle fleet of at least ten (10) straight trucks (minimum twenty-two (22) feet long) and drivers to transport and deliver emergency supplies between destination sites following the initial deployment to destination facilities.

- **Resupply**
 - NYCEM will provide the selected vendor with a formal Resupply Notification, upon which the selected vendor will commence transport and delivery of the resupply assets.
 - Resupply rates are contingent on the amount of commodities consumed at the sites. The selected vendor

will follow all terms under Deployment above, and will accomplish loading, delivery of the resupply as requested in an ongoing process after initial deployment.

- The selected vendor may be required to identify and activate temporary cross-docking facilities or utilize existing facilities as cross-docking locations. Cross-dock facilities will be utilized when additional supplies, outside of the 3PL managed ESS, are required during a resupply operation.

- **Demobilization/Recovery**

- Pick up serviceable pallets of stockpile items from destination facilities, and return them to selected vendor storage facilities, according to protocol outlined below.
- Trucks will be dispatched to all sites following an event to recover empty pallets and unused or serviceable product.
- All wooden pallets, pallet containers, and material handling equipment will be recovered.
- All unused/untouched products (not exposed to the elements or otherwise contaminated) will be recovered.
- Product issued to the public that is recovered will be reconstituted or disposed as appropriate at NYCEM's discretion.
- Trash that is recovered will be disposed at NYCEM's direction.
- NYCEM leaves it to the selected vendor's discretion to appropriately and safely handle all demobilized product, in compliance with all City, State, and Federal regulations.
- The selected vendor may be required to rent a temporary demobilization/recovery facility with cross-docking functionality.
- Determine serviceability and recoverability of stockpile items using NYCEM established guidelines, which may include inspection by NYCEM.
- Provide list of unserviceable stockpile items and dispose of them upon NYCEM approval.
- Remove disposed stockpile items from inventory management system.
- Maintain an ongoing accounting of all recovered stockpile items.
- Develop a Disposal Plan for identifying, managing, and properly disposing of demobilized items with shelf-life limitations, including procedures for compliance with all City, State, and Federal disposal regulations.
- The selected vendor may be asked to prepare a series of Post-Event Reports for NYCEM upon request that could include, but not limited to:
 - The quantity and set type(s) of product deployed.

- The quantity and set type(s) of product recovered, including lot numbers and expiration dates where applicable, determined as suitable for reintegration.
 - Amount of additional square footage and/or pallet positions used for recovered product.
 - Truck usage in all phases of mobilization, deployment, resupply, demobilization, and recovery, detailing mileage, hours, and quantity of trucks.
 - Labor Teams utilized during the event, detailing staffing quantities as well as hours worked and distribution per site.
 - The final Post-Event Report is due upon completion of Recovery. This report will be audited by NYCEM.
- **Reconstitution**
 - Clean and repair durable stockpile items that can be returned to inventory.
 - Return serviceable stockpile items to inventory, establish accountability of serviceable stockpile items in the selected vendor's inventory management system, and reconfigure stockpile items as directed by NYCEM.
 - Prepare for receipt, storage, and accountability of new stockpile items purchased by NYCEM to replace those used during emergency operations.
 - Using the replacement items purchased by NYCEM, build new sets to reconstitute the stockpile to pre-deployment state, or to support a new required build as directed by NYCEM. The deadline for set build completion should always be August 1. In the event that an emergency requires NYCEM to modify this deadline, NYCEM will work in conjunction with the vendor to determine a new deadline.
- i. No-Notice Deployment
- This strategy will be used in the event that an emergency occurs and the supplies are needed with little or no notice. This strategy will typically be used to set up one (1) to ten (10) distribution sites, due to a localized emergency that needs immediate support. The potential for a full deployment of sixty-four (64) distribution sites exists after the initial rapid response.
- **Mobilization**
 - Mobilize and prepare for the delivery of stockpile items to destination facilities upon notification by NYCEM.
 - Prepare for NYCEM approval a Transportation Plan(s) to distribute stockpile items directly to destination facilities. The Transportation Plan(s) for each scenario shall include the estimated size and number of vehicles needed, number

of deliveries per vehicle, and a routing package with maps and directions for each vehicle, amongst other details, as requested by NYCEM.

- On request, confirm destination facilities list with NYCEM.
- Pick and load stockpile items for delivery to destination facilities designated by NYCEM.
- If required, identify and activate temporary cross-docking facilities. Cross-dock facilities will be utilized with additional supplies, outside of the 3PL managed ESS, be required a during a response operation.
- Mobilization is complete when all personnel, vehicles, equipment, supplies are fully positioned in preparation for the first phase of the deployment. See APPENDIX C, CDP Commodity Delivery Estimates for commodities required per person and for an example estimate of the number of pallets required to deliver the commodities. This will occur no later than six (6) hours from the Mobilization Notification. When the mobilization is complete, the selected vendor will provide a written notification to NYCEM.

- **Holding**

- Upon completion of the mobilization of the stockpile, wait for instructions for NYC NYCEM to provide an order to begin or cancel the deployment of the stockpile. During holding, the stockpile must remain in a deployment-ready state.

- **Deployment**

- Accomplish physical delivery of the first phase of commodities and additional supplies. See Appendix C, Mobilization and Demobilization Timeframes, within six (6) hours of notification from NYCEM.
- Maintain two-way communications with all delivery vehicles.
- Track, in real-time or near real-time (up to a ten (10) minute delay), all delivery vehicles from the point at which they leave the warehouse, through their delivery route, until they return to the warehouse. Provide this information to NYCEM upon request.
- Maintain a capacity to respond to delivery vehicle breakdowns or accidents and have the capability to resume that delivery within 120 minutes of notification of the breakdown or accident.
- Physically control inventory of stockpile items and ensure that the lot, dating, and quantity delivered reconcile with the order, and provide NYCEM with a record of items ordered, delivered, and received by the destination facilities.

- Offload stockpile items at destination facilities and obtain receipt verification from a designated NYC representative.
 - Provide field labor teams, as directed by NYCEM, to destination facilities.
 - Maintain an ongoing accounting (manifest and packing list) for all stockpile items delivered. Notify NYCEM when items have been delivered to destination facilities.
- **Post**
 - **Deployment/Resupply/Demobilization/Recovery/Reconstitution**
 - Upon receipt of notification from NYCEM, the selected vendor will Resupply, Demobilize/Reconstitute according to the guidelines outlined above in the Notice Strategy section. The only difference in the processes will be the quantity of supplies.

Staging Operations Stockpile (Logistics Staging Areas (LSA) and Base Camps)

Staging Operations Stockpile: Overview

- a) The selected vendor will be responsible for all aspects of transportation between the warehouse location and the designated site. All applicable routing laws and regulations must be adhered to during all transportation.
- b) If NYCEM requires the selected vendor to take possession and/or transport the Staging Operations Stockpile, NYCEM will notify the selected vendor immediately when storm forecasts or emergency events result in the activation of one or more staging sites requiring stockpile items. This notification will trigger readiness coordination activities.
- c) The selected vendor will deliver stockpile items to designated site/sites within twenty-four (24) hour
- d) If NYCEM requests the selected vendor take possession of the stockpile, the selected vendor will perform the following services in addition to those described in this solicitation:

Staging Operations Stockpile: Sustainment Services Provided

If NYCEM directs the selected vendor to take possession of the Staging Operations Stockpile all the sustainment activities outlined in Section III: Scope of Work, NYCEM Assumptions Regarding Approach(C)(5)(9) should be followed. As outlined above, these activities include product receipt from manufacturers and distributors, storage and inventory control, information technology support and records management.

However, please note that the Staging Stockpile unlike the ESS is stored in two (2) Conex containers and will remain in the CONEX Containers, to facilitate rapid deployment and usage of the container during operations. Other items (such as Base Camp equipment and supplies as well as additional LSA Conex containers) may be added to the larger Staging Operations Stockpile. The selected vendor will still be responsible for sustainment activities such as kitting and inventorying.

Emergency Support Services

As indicated above, the LSA stockpile is currently stored at a NYCEM facility. The vendor may be requested to take possession of and store the stockpile. Whether the stockpile is stored by the vendor or at the NYCEM facility the selected vendor will be responsible for the following

strategy seen below. Base Camp or other additions to the Staging Operations Stockpile will follow the same protocols as those outlined in the LSA plan below. In the event that an emergency requires that NYCEM modify these strategy or create new strategies, NYCEM will work in conjunction with the selected vendor to create these changes.

- i. **Mobilization** The selected vendor must:
 - Provide 24/7 point of contact of a representative with the authority to commit and direct resources on behalf of the selected vendor for the duration of the mobilization and delivery period.
 - Mobilize and prepare for the delivery of stockpile items from storage locations to destination location(s) upon notification by NYCEM.
 - Prepare for NYCEM approval a Transportation Plan(s) to distribute stockpile items from storage locations to destination location(s). The Transportation Plan(s) for each scenario shall include the estimated size, quantity, and type of vehicles needed.
 - On request, confirm destination location(s) with NYCEM.
 - Procure the necessary equipment to load and transport the CONEX containers.
 - If the stockpile is stored by NYCEM, accept CONEX container from NYCEM warehouse and load it onto the appropriate transportation device, getting it ready to deliver upon notification.
 - If the stockpile is stored by the selected vendor, load the CONEX Containers onto the appropriate transportation device, getting it ready to deliver upon notification.
 - Mobilization of the LSA should be completed no later than twenty (24) hours after the vendor has received notification to mobilize from NYCEM.

a) **Holding**

- i. The selected vendor must upon notification complete mobilization of the stockpile, wait for instructions from NYCEM to provide an order to begin or cancel the deployment of the stockpile. During holding, the stockpile will remain in a deployment-ready state.

b) **Deployment**

- i. The selected vendor must:
 - Accomplish physical delivery of stockpile items within twelve (12) hours of NYCEM deployment notification.
 - Maintain two-way communications with all delivery vehicles.
 - Track, in real-time or near real-time (up to a ten (10) minute delay), all delivery vehicles en route to storage locations, from the point at which they leave the warehouse, through their delivery route, and until they return to the warehouse. Provide this information to NYCEM upon request.
 - Upon notification from NYCEM, provide reports on the timely status of resources to the NYC EOC 24 hours per day and 7 days per week (24/7) until delivered.
 - Maintain a capacity to respond to delivery vehicle breakdowns or accidents and have the capability to resume that delivery within 120 minutes of notification of the breakdown or accident.

- Offload stockpile items at destination location(s) and obtain receipt verification from a designated NYC representative.
 - Maintain an ongoing accounting (manifest and packing list) for all stockpile items delivered. Notify NYCEM when items have been delivered to destination location(s).
 - All rules, regulations, and laws pertaining to the transport of said container(s) must be followed during transportation.
 - The precise placement of the container will be at the discretion of the LSA Coordinator, and the responsibility of the vendor.
- c) **Recovery**
- i. The selected vendor will:
 - Pick up serviceable stockpile items from destination location(s), and return them to selected storage facilities, upon request by NYCEM.
 - Determine serviceability and recoverability of stockpile items using NYCEM established guidelines, upon request by NYCEM.
 - Provide list of unserviceable stockpile items and dispose of them upon NYCEM approval, upon request by NYCEM.
 - Remove disposed stockpile items from inventory management system, upon request by NYCEM
 - Maintain an ongoing accounting of all recovered stockpile items, upon request by NYCEM
- d) **Reconstitution**
- i. The selected vendor will:
 - Clean and repair durable stockpile items that can be returned to inventory, upon request by NYCEM.
 - Return serviceable stockpile items to inventory (establish accountability of serviceable stockpile items in the selected vendor's inventory management system), and reconfigure stockpile items as directed by NYCEM, upon request by NYCEM.
 - Prepare for receipt, storage, and accountability of new stockpile items purchased by NYCEM to replace those used during emergency operations, upon request by NYCEM
 - Using the replacement items purchased by NYCEM, builds new sets to reconstitute the stockpile to pre-deployment state, or to new required build as directed by NYCEM, upon request by NYCEM. The deadline for set build completion should is always be August 1. In the event that an emergency requires NYCEM to modify this deadline, NYCEM will work in conjunction with the vendor to determine a new deadline.

Field Labor Teams and Auxiliary Transportation

Field Labor Teams and Auxiliary Transportation: Overview

- a) The selected vendor will provide mobilization, deployment, management, tracking, and recovery of these supplemental services for the duration the services are required.
- b) The selected vendor's responsibilities are as follows:
 - i. Provide field labor teams, within six (6) to twenty-four (24) hours, upon notification by NYCEM.

- ii. Provide supplemental transportation services, as requested, within six (6) to twenty-four (24) hours, upon notification by NYCEM.
- c) The selected vendor will provide all field labor teams, including those provided in support of the LSSP , CDP Program and Staging Operations Stockpile as well as any additional services requested, should meet the following requirements:
 - i. Two-way communication capability for routing and delivery notification updates.
 - ii. Leadership to manage teams at work sites.
 - iii. Transportation to and from work sites.
 - iv. Loading/unloading equipment (e.g. pallet jacks, hand trucks, dollies)
 - v. Labor must comply with New York State laws regarding work hours and overtime.
- d) The selected vendor will provide all transportation services including those provided in support of the LSSP , CDP program Staging Operations Stockpile as well as any additional services requested, should meet the following requirements:
 - i. Two-way communication capability for routing and delivery notification updates.
 - ii. Driver, lift gate, pallet jack and other ancillary supplies/equipment to support the transportation and delivery of supplies, startup packages, and other resources.
 - iii. All applicable routing laws and regulations must be adhered to during all transportation.
- e) Field labor teams and auxiliary transportation may be requested in conjunction with the programs outlined above or independently in response to or in preparation for an emergency. If field labor teams and transportation is requested in conjunction with the programs outlined above they should comply with the timelines indicated.
 - i. The vendor may be requested to provide auxiliary transportation services, which will include various truck types, and vehicles that can navigate all terrain or high mobility vehicles.
 - ii. Small scale field support and transportation may be requested independent to the programs listed above. If requested, the vendor must provide a minimum of one (1) box truck and one (1) trailer within six hours (6-hrs).
 - iii. Transportation services provided by the selected vendor must include two-way communication capability, driver, lift gate, pallet jack, and other ancillary supplies/equipment to support the pickup, transport, and delivery of shipments.
 - iv. Transportation services provided must comply with all local rules, including truck regulations.
 - v. Field laborers must be capable of lifting, loading, unloading/distributing supplies and equipment, or other tasks as needed. Teams must include supervisors.

Emergency Support Services

If field labor teams or transportation is requested by NYCEM, the request must comply with the following requirements:

a) **Mobilization**

- i. The selected vendor should:
 - Mobilize teams of field laborers with the appropriate safety and material handling equipment necessary to complete the unloading of supplies. Supervision and two-way communication must accompany each team, upon request by NYCEM.
 - Mobilize auxiliary transportation assets with appropriate capabilities, including two-way communication capability, driver, lift gate, pallet jack, and other ancillary supplies/equipment, to support the pickup, transport, and delivery of shipments, upon request by NYCEM.

b) Deployment

i. The selected vendor should:

- Deploy requested auxiliary transportation assets to designated locations for pickup and/or delivery, as directed by NYCEM.
- Maintain two-way communications with all field labor teams and auxiliary transportation assets to provide real-time or near real-time (up to a ten (10) minute delay) tracking of teams and transportation for the duration of the activation.
- Maintain a capacity to respond to vehicle breakdowns or accidents and have the capability to resume transport within 120 minutes of notification of the breakdown or accident.
- Maintain an ongoing accounting for all field labor teams and auxiliary transportation assets utilized for the duration of the activation.

c) Completion

i. The selected vendor:

- Upon completion of assigned pick up or delivery, field labor teams will return to their place of origin.
- Upon completion of assigned pickups and deliveries, auxiliary transportation assets will return to their place of origin or as directed by the carrier.
- Submit to NYCEM within 30 days of completion a final Post-Event Report that details the following:
 - Field Labor utilized and back up to support hours claimed (e.g. timecards).
 - Truck usage specifying delivery/pickup times and mileage reports.

Consulting Services for Special Projects

a.) The selected vendor's responsibilities are as follows:

- i. Provide the requested quantity of prospective consultant staff with expertise related to the task requirements and specifications requested by NYCEM.
- ii. Conduct background check, prior employment evaluation, and reference evaluation for all prospective consultant staff.
- iii. Once NYCEM evaluates prospective consultant staff, the selected vendor should provide personnel management and appropriate compensation to selected consultant staff for the duration of the special project term specified by NYCEM.

b.) In response to an emergency, the selected vendor will provide consultants upon the request of NYCEM. The consultants should meet the following guidelines:

- i. The consultants must be provided within thirty (30) days of request by NYCEM.
- ii. Staff titles must include but are not limited to the following: Logistics Planner, Logistics Coordinator, Logistics Analyst, Supply Chain Analyst, and Inventory Management Analyst.
- iii. Provide background check, prior employment evaluation, and reference evaluation for all prospective consultant staff.
- iv. Once NYCEM evaluates prospective consultant staff, provide personnel management and appropriate compensation to selected consultant staff for the duration of the special project term specified by NYCEM.

- v. Provide the requested number of consultants as a dedicated staff, onsite at NYCEM Headquarters (Brooklyn, NY) for the duration of the specified special project(s) related to one or more of the programs described above. (e.g. all actions for recovery, reconstitution, special planning initiatives)
- vi. Consultants will be expected to provide regular project updates and progress reports.
- vii. Consultants will also be required to attend meetings from time-to-time offsite, including site visits to the vendor's facilities and other storage and destination facilities/locations, as needed. Consultants will be expected to work a regular thirty-five (35) hour work week for the duration of the specified special project(s).

Planning and Program Management:

- a) The selected vendor should conduct the following Planning and Program Management requirements in support of the LSSP, CDP Program, and the Staging Operations Stockpile.
- a) Develop a written plan that details the selected vendor's response procedures, including plans to mobilize staff, prepare for delivery, and deliver all requested supplies and equipment to destination facilities for various Coastal Storm and all-hazards scenarios.
- b) Provide analysis of anticipated distribution network to identify primary and alternate transportation routes to destination facilities.
- c) Conduct a quarterly notification of all staff to be mobilized in the event of deployment to ensure staff readiness. Provide the results of the Quarterly Notification Call-In Drill, due to NYCEM the fifth business day of March, June, September, and December. The report will include the names and positions of all staff notified during that quarter as well as the notated response times and response methods (e.g. email, call back).
- d) Develop, in conjunction with NYCEM, necessary policies, procedures, and protocols to authenticate valid incident response notifications. These notifications must be password-based, and exercised periodically to test the authentication process.
- e) Quarterly, validate the list of pre-designated destination facilities (ECs and HSs) and delivery sequence to identify any changes to the transportation plan.
- f) Provide primary, secondary and tertiary 24/7 points of contact (POCs). NYCEM must be able to make 24/7 positive communication with the POC without leaving a message or paging and waiting for return contact. The vendor must also identify on call staff that is available 24/7 to deploy components of the stockpiles if required. In addition, the vendor must have on-call staff that must be able to report to the warehouse within two (2) hours after notification from NYCEM. Staff must be able to easily identify the requested items and successfully deliver them to the required location.
- g) Assist in any and all planning around the expansion, contraction or improvements of the ESS, and Staging Area Stockpile, as requested by NYCEM.
- h) Assist in rotation planning and facilitate efficient rotation of perishable product.
- i) Conduct an annual joint-review of planned and completed actions in collaboration with NYCEM.
- j) NYCEM and the selected vendor will develop continuous improvements of the LSSP CDP Program, and Staging Operations Stockpile through various process improvements. This will include a monthly call to review the continuous improvement plan.

1. Exercises:

- a.) The selected vendor should conduct the following exercise requirements in support of the LSSP, CDP Program and the Staging Operations Stockpile.
 - i. Plan an annual exercise in support of each program based on NYCEM requirements. This exercise may be a field demonstration of the logistics capabilities described herein,

- including exercise planning, and a simulated delivery of all the components of a single program.
- ii. Participate in an annual agency wide exercise planned and facilitated by NYCEM. The exercise may require participation in a table-top or other administrative exercise, as determined by NYCEM.
- iii. Conduct a quarterly test of the notification system, including notification of all selected vendor operational elements associated with the project (e.g. executives, warehouse staff, truck drivers, subcontractors).
- iv. Maintain records of the notification test and provide them to NYCEM within ten (10) business days of the test. Provide a summary of the quarterly test results when submitting invoices to NYCEM.
- v. Participate in quarterly no-notice notification drills facilitated by NYCEM.

Transition Plan

- a) Transition for ESS:
 - i. The selected vendor will develop an operational Transition Plan to take receipt of the existing ESS, currently warehoused by the incumbent vendor.
 - ii. This Transition Plan will describe processes for the following:
 - a. Moving supplies from two (2) warehouses, one (1) located in Edgewood, Suffolk County, New York and one (1) located in Monroe Township, Middlesex County, New Jersey, to proposed locations.
 - b. Acceptance, including receipt, inventory management, and quality control of stockpile items during transfer.
 - c. The transfer should not be completed during coastal storm season from August 1st thru November 30th.
- b) Transition Plan For Staging Operations Stockpile:
 - i. The selected vendor will develop an operational Transition Plan to take receipt of the existing stockpile currently warehoused by the incumbent vendor. This Transition Plan will describe processes and estimate costs for the following:
 - a. Moving supplies from one warehouse in New York City, managed by NYCEM, to proposed location.
 - b. Acceptance, including receipt, inventory management, and quality control of stockpile items during transfer.
 - c. The transfer should not be completed during coastal storm season from August 1st thru November 30th.
- c) Transition at the end of Contract Term:
 - i. At the end of the contract with the selected vendor, the selected vendor should develop an operational Transition Plan to transfer any and all supplies another vendor if one is selected.
 - ii. The transfer should not be completed during coastal storm season from August 1^s thru November 30th.

C. NYCEM Assumptions Regarding Payment Structure

Price Proposal

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. The price list should be attached to the

Price Proposal forms. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards of Sections IV, 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 unit cost per item or line and total offering price in the format prescribed in the Price Proposal forms (Attachment 2).

b. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment 7) 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 Timetable. C. Proposal Due Date and Time and Location, above. The proposer should complete this form as instructed on the form.

D. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

If the contract resulting from this Request for Proposals will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment 4) and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachment 4) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, proposer's intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

E. 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.

F. 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 5, the Whistleblower Protection Expansion Act Rider, carefully.

G. 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/Department 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 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.

H. 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 10, the subcontractor compliance notice as it relates to competitive solicitations.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

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. 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 1) 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

Describe the successful relevant experience of the proposer, each proposed subcontractor if any, and the proposed key staff in providing the work described in Section III of this RFP.

Specifically address the following:

- Provide a detailed description of, and outcomes of, similar projects and transportation experience undertaken, particularly in the public sector. The description of the work should include responsibilities undertaken and comparability to the work required under this solicitation.
- Describe the proposer's successful experience working with government agencies.
- Describe and demonstrate the proposer's technical knowledge and experience with transporting within NYC and the surrounding area.
- Describe the proposer's familiarity with emergency management.
- Demonstrate the proposer's previous successful experience in providing third-party logistics (3PL) services within the last five (5) years.

b. Organizational Capability

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

- Attach a listing of at least two (2) relevant references, 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. NYCEM reserves the right to contact references.
- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.

- Attach for each key staff position a resume and/or description of the qualifications that will be required. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.
- 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.

c. Proposed Approach

Describe in detail how the proposer will provide the scope of services described in Section III of this RFP and demonstration that the proposer's proposed approach will fulfill the Agency's goals and objectives. Specifically address the following:

- Each proposer is expected to conduct the following planning and program management requirements in support of the ESS, including the LSSP and CDP Program and the Staging Operations Stockpile
- Each proposer is expected to provide the facility requirements as indicated in Section III, Scope of Work (B)(4)
- Each proposer is expected to provide the warehouse location requirements as indicated in Section III, Scope of Work (B)(5)
- The vendor must be able to provide additional warehouse space during and immediately after an emergency to be used for the temporary storage of commodities needed to support the City's emergency response or to support the sorting efforts during recovery
- The vendor must provide the following staffing requirements to receive, configure, manage, kit, store, inventory, care for, preserve, replace, rotate, and, if needed, expand/contract the stockpile as well as dispose of stockpile items for the ESS and Staging Operations Stockpile as well as simultaneously support the staffing needs of all sustainment and Emergency Support Operations for the NYCEM programs as indicated in Section III, Scope of Work (C)
- The vendor must provide the following equipment requirements to support all responsibilities and timelines listed in the scope of work, including mobilization and deployment as indicated in in Section III, Scope of Work (B)(7)
- The selected vendor must provide the following planning and program management services as indicated in Section III, Scope of Work (C)(5)(6)
- The selected vendor must conduct the following exercise requirements in support of the ESS, including the LSSP and CDP Program, and the Staging Operations Stockpile as indicated in Section III, Scope of Work. (C)(5)(8)
- The selected vendor must be able to provide the following sustainment services listed in Section III Scope of Work (C)(5)(9)
 - i. Product Receipt from Manufacturers and Distributors
 - ii. Storage and Inventory Control
 - iii. Rotation of Stockpile items with expiration dates
 - iv. Information Technology Support
 - v. CALMS Support
 - vi. Records Management
- The selected vendor must guarantee that the stockpile is fully ready for deployment in response to the New York City coastal storm season between August 1st and November 31st of every year in which the contract is in effect. Readiness will be demonstrated using the reporting process report developed between NYCEM and the vendor.
- The selected vendor must conduct the following planning and program management requirements in support of the ESS and the Staging Operations Stockpile. Please specifically address the following:

- i. ESS
 - 1. Sustainment Services Provided
 - 2. Emergency Support Services
 - a. Logistics Shelter Support Program
 - i. Notice Deployment Strategy to Support ESS
 - Mobilization
 - Holding
 - Deployment
 - Post Deployment
 - Resupply
 - Demobilization/Recovery
 - Reconstitution
 - ii. No-Notice Deployment Strategy to Support ESS
 - Mobilization
 - Holding
 - Deployment
 - Post Deployment
 - Resupply
 - Demobilization/Recovery
 - Reconstitution
 - b. Commodity Distribution Point (CDP) Program
 - i. Notice Deployment Strategy to Support CDP
 - Mobilization
 - Holding
 - Deployment
 - Post Deployment
 - Resupply
 - Demobilization/Recovery
 - Reconstitution
 - ii. No-Notice Deployment Strategy to Support CDP
 - Mobilization
 - Holding
 - Deployment
 - Demobilization
 - Recovery
 - Reconstitution
- iii. Staging Operations Stockpile
 - 1. Sustainment Services
 - 2. Emergency Support Services
 - i. Mobilization
 - ii. Holding
 - iv. Deployment
 - v. Recovery
 - vi. Reconstitution
- iv. Field Labor Teams and Auxiliary Transportation
 - i. Mobilization
 - ii. Demobilization
 - iii. Completion
- v. Consulting Services for Special Projects

- vi. Transition Plan
 - a. Transition for ESS
 - b. Transition Plan For Staging Operations Stockpile

In addition:

NYCEM'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.

Price Proposal

Proposers should submit a Price Proposal that meets the standards of Sections IV. Proposers should use the format prescribed in the attached price proposal form (Attachment 2). The price proposal must be submitted by mail or hand delivered in a separate, sealed envelope, labeled "price proposal." The technical proposal should not contain any references to price so that proposals may be evaluated on their technical merits before any price considerations. Once the technical evaluation is completed, the price proposals will be opened and taken into consideration.

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 "Third Party Logistics Proposal," containing one original set *and* five (5) duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment 1)
 - Third Party Logistics Proposal
 - Table of Contents
 - Narrative
 - References for the Proposer and, if applicable, each Sub-Contractor
 - Resumes and/or Description of Qualifications for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Other Document(s)
 - 1 CD-ROM 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 Forms (Attachment 2)
 - If providing a subcontracting plan, a separate sealed inner envelope labeled "Subcontractor Utilization Plan" containing (1) original set of the Subcontractor Utilization Plan (Attachment 4). **If planning to file a waiver of the Participation Goals, the waiver must be submitted**

PIN #: 01716LOG001

to the Agency at least (7) days prior to the proposal due date and time in order to be timely considered

NOTE: Proposers who fail to submit a contracting proposal with their proposals or submit waiver requests seven days prior to the proposal due date may result in being deemed non-responsive.

3. All proposals must contain a fourth sealed inner envelope labeled “Doing Business Data Form” containing an original, completed Doing Business Data Form (see Attachment 8)
4. All proposals must contain a fifth sealed inner envelope labeled “Tax Affirmation Form” containing an original, completed Tax Affirmation Form (see Attachment 12).
5. All proposals must contain a sixth sealed inner envelope labeled “Federal Requirements Certification for New York City Emergency Management Department Contract and Agreements Utilizing Federal Funds” containing an original, completed Federal Requirements Certification for New York City Emergency Management Department Contract and Agreements Utilizing Federal Funds (see Attachment 13)
6. A sealed outer envelope, enclosing the six 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, e-mail and telephone number of the Proposer’s Contact Person
 - The name, title and address of the Authorized Agency Contact Person

Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by NYCEM will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by NYCEM to be non-responsive will be rejected. The NYCEM Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. NYCEM reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as NYCEM deems applicable and appropriate.

The NYCEM evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and an award will be made to a technically viable proposer who offers the lowest price per technical point. For natural break or technically-viable evaluations: agencies may choose to establish a short list through either a natural break in technical scores or by establishing a cut-off score. Only short-listed proposers will have their price proposals opened and reviewed

Although discussions may be conducted with proposers submitting acceptable proposals, 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. 30%
- Quality of proposed approach. 40%

C. Basis for Contract Award

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Proposals will be ranked in descending order of their overall average technical scores. An award will be made to a technically viable proposer who offers the lowest price per technical point. Contract award shall be subject to the following: funding availability, determination of vendor responsibility, the timely completion of contract negotiations between the Agency and the selected proposer, and registration of the contract with the City of New York Office of the Comptroller. In addition, the contractor must be willing to adhere to a confidentiality agreement. The City of New York is not obligated to enter into a contract with any responsive proposer.

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.

M. Charter Section 312(a) Certification.

_____ 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.

(Agency Chief Contracting Officer)

Date

PIN #: 01716LOG001

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

Message from New York City's Department of Small Business Services

The Department of Small Business Services (SBS) offers One-on-One Technical Assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission, and provide feedback and guidance to help you submit the best proposal possible.

To schedule One-on-One Technical Assistance, email techassist@sbs.nyc.gov and an SBS representative will contact you.

PIN #: 01716LOG001

**ATTACHMENT I
PROPOSAL COVER LETTER**

THIRD-PARTY LOGISTICS (3PL) SERVICES

PIN#: 01716LOG001

Proposer:

Name:

Address:

Tax Identification #:

Proposer's Contact Person:

Name:

Title:

Telephone #:

E-mail:

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

Please attach the technical proposal, organization capability and experience sections to this Proposal Cover Letter

ATTACHMENT 2

PRICE PROPOSAL TABLE OF CONTENTS

***All price proposal forms seen below are a part of Attachment 2**

Price Proposal Form	Price Proposal Document	Page Number
1	Sustainment Operations: ESS& LSA (~2 Conex Containers)	46
2	Sustainment Operations: ESS; not including the LSA	47
3	Emergency Operations: Notice Strategy Deployment for full LSSP (~6100 pallets)	48
4	Emergency Operations: Notice Strategy Deployment Partial LSSP (~4000 Pallets)	49
5	Emergency Operations: No-Notice Strategy LSSP Deployment (1-10 facilities)	50
6	Emergency Operations: Notice Strategy Deployment of full CDP	51
7	Emergency Operations: No-Notice Strategy Partial CDP Deployment (1-10 sites)	52
8	Emergency Operations: Deployment of the LSA From NYCEM Emergency Support Center located in Brooklyn, New York	53
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10	Labor: Emergency Operations for CDP, LSSP & LSA	55-56
11	Labor: Full Time & Part Time Program/Special Projects Staff	57-59
12	Transportation: Emergency Operations & Sustainment (includes reconstitution)	60-62
13	Facility Rates	63

ATTACHMENT 2
PRICE PROPOSAL FORM 1

Sustainment Operations: ESS, CDP (~7000 pallets) & LSA (~2 Conex Containers)

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the sustainment cost for the ESS and Staging Operations Stockpile. These rates should be reflective of any rates associated with regular monthly staffing needs and responsibilities as well as any equipment usage rates and facility rates.					
Transition Plan	Cost to develop an operational transition plan and to take receipt of stockpile warehoused by incumbent vendor	No Cost to the Agency			
Product Receipt	Cost to manage the delivery of stockpile items. Includes: tracking incoming deliveries, accept delivery of and unload incoming items as they are received, maintain a real-time inventory of items specifying expiration dates, shelf life and lot number where applicable; notify the City of any discrepancies; and coordinate with DCAS for quality assurance visits	Pallet	\$		\$
Storage & Inventory	Costs to control, protect, manage and store stockpile items. Includes the configuration and set kitting plans as well as the planned rotation of perishable items when applicable	Pallet	\$		\$
Planning & Program Management	Cost to develop a written plan that details the select vendor's emergency response procedures, including plans to mobilize staff, prepare stockpile items for delivery, delivery of items to facilities, and inventory record management.	Per month	\$		\$
Information Technology Support	Cost to develop and maintain the technology needed to support the receipt and inventory of products, and all other reports detailed within the scope, including a real time report of inventory levels that will be integrated into another NYCEM database.	Per month	\$		\$
Exercises	Cost to plan and conduct an annual exercise based on NYCEM requirements	Per occurrence	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 2

Sustainment Operations: ESS & CDP (~7000 pallets); not Including the LSA

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
<p>*In the space below outline the sustainment cost for the ESS. Please note that these rates should not include the storage of the Staging Operations Stockpile. These rates should be reflective of any rates associated with regular monthly staffing needs and responsibilities as well as any equipment usage rates and facility rates.</p>					
Transition Plan	Cost to develop an operational transition plan and to take receipt of stockpile warehoused by incumbent vendor	No Cost to the Agency			
Product Receipt	Cost to manage the delivery of stockpile items. Includes: tracking incoming deliveries, accept delivery of and unload incoming items as they are received, maintain a real-time inventory of items specifying expiration dates, shelf life and lot number where applicable; notify the City of any discrepancies; and coordinate with DCAS for quality assurance visits	Per pallet	\$		\$
Storage & Inventory	Costs to control, protect, manage and store stockpile items. Includes the configuration and set kitting plans as well as the planned rotation of perishable items when applicable	Per pallet	\$		\$
Planning & Program Management	Cost to develop a written plan that details the select vendor's emergency response procedures, including plans to mobilize staff, prepare stockpile items for delivery, delivery of items to facilities, and inventory record management	Per month	\$		\$
Information Technology Support	Cost to develop and maintain the technology needed to support the receipt and inventory of products, and all other reports detailed within the scope, including a real time report of inventory levels that will be integrated into another NYCEM database	Per month	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 3

Emergency Operations: Notice-Strategy Deployment for Full LSSP (~6000 pallets)

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
<p>*In the space below outline the cost associated with the activation of the entire ESS stockpile. The rates below should be reflective of any equipment usage rates.</p>					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM. This will include the delivery of some sets to the identified facilities	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/per 4 hour period	\$		\$
Shuttle Fleet	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities. To be billed in 4 hour increments. This captures all resupply actions.	Per truck (includes the driver)/ per 4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/per 4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop a recovery inventory and disposal plan for demobilized items	Per occurrence	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 4

Emergency Operations: Notice-Strategy Deployment for f Partial LSSP (~4000 Pallets)					
Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the cost associated with a partial ESS activation. The rates below should be reflective of any equipment usage rates.					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM. This will include the delivery of some sets to the identified facilities	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/4 hour period	\$		\$
Shuttle Fleet	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities. To be billed in 4 hour increments. This captures all Resupply actions.	Per truck (includes the driver)/4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop a recovery inventory and disposal plan for demobilized items	Per occurrence	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 5

Emergency Operations: No-Notice LSSP Deployment (1-10 facilities)					
Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the cost associated with a partial ESS activation. The rates below should be reflective of any equipment usage rates.					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM. This will include the delivery of some sets to the identified facilities	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/4 hour period	\$		\$
Post Deployment Shuttle Fleet	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities. To be billed in 4 hour increments. This captures all Resupply actions.	Per truck (includes the driver)/4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop an recovery inventory and disposal plan for demobilized items	Per pallet	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 6

Emergency Operations: Notice Strategy Deployment of Full CDP					
Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the costs associated with the activation of the CDP. The rates below should be reflective of any equipment usage rates.					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/4 hour period	\$		\$
Post Deployment	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities. This captures all Resupply actions.	Per truck (includes the driver)/4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop an recovery inventory and disposal plan for demobilized items	Per site	\$		\$

ATTACHMENT 2

PRICE PROPOSAL FORM 7

Emergency Operations: No-Notice Strategy Partial CDP Deployment (1-10 sites)

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the costs associated with the activation of the CDP. The rates below should be reflective of any equipment usage rates.					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM	Per occurrence			\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence			\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/ 4 hour period			\$
Post Deployment	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities. This captures all resupply actions.	Per truck (includes the driver)/ 4 hour period			\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/ 4 hour period			\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop an recovery inventory and disposal plan for demobilized items	Per site			\$

ATTACHMENT 2
PRICE PROPOSAL FORM 8

Emergency Operations: Deployment of the LSA From NYCEM Emergency Support Center located in Brooklyn, New York

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
*In the space below outline the cost associated with the activation of the LSA from a site in Brooklyn, NY owned by NYCEM. The rates below should be reflective of any equipment usage rates.					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/4 hour period	\$		\$
Post Deployment	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities	Per truck (includes the driver)/4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop a recovery inventory and disposal plan for demobilized items	Per occurrence	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 9

Emergency Operations: Deployment of the LSA From a 3PL-Owned Location

Service	Description	Unit of Measure	Unit Cost	Quantity	Total
<p>*In the space below outline the cost associated with the activation of the LSA from a site owned by the 3PL. The rates below should be reflective of any equipment usage rates.</p>					
Mobilization	Cost to mobilize and prepare for delivery and distribution of stockpile items upon notification by NYCEM	Per occurrence	\$		\$
Holding	Cost to wait for instructions for NYC NYCEM to provide an order to begin or cancel the delivery of the stockpile. This cost can only be incurred after the mobilization of the stockpile has been completed	Per occurrence	\$		\$
Delivery/Deployment	Cost to deliver stockpile items to destination facilities, within 24 hours of order to deliver	Per truck (includes the driver)/4 hour period	\$		\$
Post Deployment	Cost to provide a shuttle fleet of a minimum of 20 straight trucks and drivers, each with a functioning lift gate, on-board pallet jack and 2 way communication capabilities	Per truck (includes the driver)/4 hour period	\$		\$
Demobilization	Cost to pick up remaining stockpile items from destination facilities and deliver to recovery warehouse. The selected vendor will maintain an inventory of demobilized items	Per truck (includes the driver)/4 hour period	\$		\$
Recovery/Reconstitution	Cost to sort demobilized items for disposal, re-kitting, and restoration. Develop a recovery inventory and disposal plan for demobilized items	Per occurrence	\$		\$

ATTACHMENT 2
PRICE PROPOSAL FORM 10

Labor: Emergency Operations for CDP, ESS & LSA

Position	Description	Unit of Measure	Unit Cost
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***In the space below outline the field labor rates to support the CDP, ESS and LSA programs during Emergency Operations.**

Labor for Mobilization/Deployment

Laborer - Field Un-packers	Monday - Friday (no holiday) - Day	Flat hourly rate	\$
Laborer - Field Un-packers	Monday - Friday (no holiday) - Afternoon	Flat hourly rate	\$
Laborer - Field Un-packers	Monday - Friday (no holiday) - Overnight	Flat hourly rate	\$
Laborer - Field Un-packers	Weekend	Flat hourly rate	\$
Laborer - Field Un-packers	Overtime (Monday – Friday/ no holiday); <i>time and a half applies</i>	Flat hourly rate	\$
Laborer - Field Un-packers	Overtime (Weekend/ Holiday); <i>double time applies</i>	Flat hourly rate	\$
Leadership	Field - Day	Flat hourly rate	\$
Leadership	Field - Overnight/ Weekend	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Day	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Afternoon	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Overnight	Flat hourly rate	\$

Labor for Resupply

Laborer - Field Un-packers	Monday - Friday (no holiday) - Day	Flat hourly rate	\$
Laborer - Field Un-packers	Monday - Friday (no holiday) - Afternoon	Flat hourly rate	\$
Laborer - Field Un-packers	Monday - Friday (no holiday) - Overnight	Flat hourly rate	\$
Laborer - Field Un-packers	Weekend	Flat hourly rate	\$
Laborer - Field Un-packers	Overtime (Monday – Friday/ no holiday); <i>time and a half applies</i>	flat hourly rate	\$
Laborer - Field Un-packers	Overtime (Weekend/ Holiday); <i>double time applies</i>	Flat hourly rate	\$
Leadership	Field - Day	Flat hourly rate	\$
Leadership	Field - Overnight/ Weekend	Flat hourly rate	\$

PIN #: 01716LOG001

Transportation Coordinator	Labor Shuttle - Day	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Afternoon	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Overnight	Flat hourly rate	\$
Labor for Demobilization/ Recovery			
Laborer -Field Packers	Monday - Friday (no holiday) - Day	Flat hourly rate	\$
Laborer -Field Packers	Monday - Friday (no holiday) - Afternoon	Flat hourly rate	\$
Laborer -Field Packers	Monday - Friday (no holiday) - Overnight	Flat hourly rate	\$
Laborer -Field Packers	Weekend	Flat hourly rate	\$
Laborer -Field Packers	Overtime (Monday – Friday/ no holiday); <i>time and a half applies</i>	Flat hourly rate	\$
Laborer -Field Packers	Overtime (Weekend/ Holiday); <i>double time applies</i>	Flat hourly rate	\$
Leadership	Field - Day	Flat hourly rate	\$
Leadership	Field - Overnight	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Day	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Afternoon	Flat hourly rate	\$
Transportation Coordinator	Labor Shuttle - Overnight	Flat hourly rate	\$
Facility Crew (unpacking - inbound)	Set up - Day	Flat hourly rate	\$
Facility Crew (unpacking - inbound)	Set up - Afternoon	Flat hourly rate	\$
Facility Crew (unpacking - inbound)	Set up - Overnight	Flat hourly rate	\$

Define Hours for the Shifts Below:

Day: _____

Afternoon: _____

Overnight: _____

ATTACHMENT 2
PRICE PROPOSAL FORM 11

Labor: Full Time & Part Time Program/Special Projects Staff

Position	Description/Capabilities	Unit of Measure	Unit Cost
Full time and Part Time Program Staff			
<p>*In the space below, outline positions including the title and the hourly rate that will support the programs on a regular basis. Please indicate which of these positions will work full time on these programs. In addition, these rates should reflect Sustainment and Emergency Operations Activities.</p>			
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$

		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
		Flat hourly rate	\$
Special Projects Staff			
*In the space below, provide rates for the positions that may be used to support special projects.			
Logistics Planner		Flat hourly	\$

PIN #: 01716LOG001

		rate	
Logistics Coordinator		Flat hourly rate	\$
Logistics Analyst		Flat hourly rate	\$
Inventory Management Analyst		Flat hourly rate	\$
Supply Chain Analyst		Flat hourly rate	\$
<i>Pricing on additional services not identified above will be agreed upon by the selected vendor and NYCEM at the time of.</i>			

ATTACHMENT 2

PRICE PROPOSAL FORM 12

Transportation: Emergency Operations & Sustainment (includes Reconstitution)

Truck	Description	Unit of Measure	Unit Cost
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Sustainment Transportation Rates (includes reconstitution)

***In the space below, outline the rates required for a truck and driver. Please list according to truck size. Please note that all rates should include any equipment costs needed for transportation operations.**

		Per Truck	\$

		Per Truck	\$
Emergency Operations Rates			
<p>*In the space below, outline the rates required for a truck and driver. Please list according to truck size. Please note that all rates should include any equipment costs needed for transportation operations.</p>			

PIN #: 01716LOG001

		Per truck (includes the driver)/4 hour period	\$
		Per truck (includes the driver)/4 hour period	\$
		Per truck (includes the driver)/4 hour period	\$
		Per truck (includes the driver)/4 hour period	\$
		Per truck (includes the driver)/4 hour period	\$
<p><i>Pricing on additional services not identified above will be agreed upon by the selected vendor and NYCEM at the time of.</i></p>			

ATTACHMENT 2
PRICE PROPOSAL FORM 13

Facility Rates			
Location Square Footage	Description	Unit of Measure	Unit Cost
<p>*In the space below please outline the rates for any warehouse space acquired in the event of an emergency. Please note that this will be in addition to the two warehouses used to sustain the Stockpiles.</p>			
	Permanent facility for storage of partial ESS, CDP startup packs and LSA	Per pallet	\$
	Permanent facility for storage of partial ESS	Per pallet	\$
	Additional facility in response of an emergency	Per pallet	\$
	Additional facility in response of an emergency	Per pallet	\$
	Additional facility in response of an emergency	Per pallet	\$

NOTICE TO BIDDERS

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

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

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

Contractor hereby agrees to these provisions.

SCHEDULE B – M/WBE Utilization Plan**Part I: M/WBE Participation Goals****Contract Overview**

APT E- Pin # 01715P0001 **FMS Project ID#:** _____
Project Title/ Agency PIN # Third-Party Logistics (3PL) Services
Bid/Proposal Response Date April 25, 2016
Contracting Agency New York City Emergency Management Department (NYCEM)
Agency Address 165 Cadman Plaza East **City** Brooklyn **State** NY **Zip Code** 11201
Contact Person Elizabeth Haza Sáinz **Title** Senior Procurement Analyst
Telephone # 718-422-4629 **Email** ehzasainz@oem.nyc.gov

Project Description

NYCEM is seeking the services of a third-party logistics (3PL) provider to manage the Emergency Supply Stockpile (ESS), the start-up packages for the Commodity Distribution Point (CDP) Program, and Staging Operations Stockpile, while additionally supporting NYCEM's Citywide Logistics Program (CLP) with labor teams, auxiliary transportation services, and consulting services, as required.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: 3PL Services

Group	Percentage
<u>Unspecified</u>	<u>20%</u>
or	
<u>Black American</u>	<u>%</u>
<u>Hispanic American</u>	<u>%</u>
<u>Asian American</u>	<u>%</u>
<u>Women</u>	<u>%</u>
Total Participation Goals	20%
	Line 1

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS					
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 1)		Calculated M/WBE Participation Amount
\$ _____	X		=	\$ _____ Line 2	

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS					
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
\$ _____	X		=	\$ _____ Line 3	

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:
 MBE WBE

As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % _____

Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

✓ Scopes of Subcontract Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and*
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview			
Tax ID #	_____	FMS Vendor ID #	_____
Business Name	_____		
Contact Name	_____	Telephone #	_____
		Email	_____
Type of Procurement	<input type="checkbox"/> Competitive Sealed Bids	<input checked="" type="checkbox"/> Other	Bid/Response Due Date <u>April 25, 2016</u>
APT E-PIN # (for this procurement):01715P0001		Contracting Agency: _____	

M/WBE Participation Goals as described in bid/solicitation documents

20% Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver
 % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract	_____	ENTITY	_____	DATE COMPLETED	_____
Manager at entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Type of Work Subcontracted	_____		_____		_____

TYPE OF Contract	_____	AGENCY/ENTITY	_____	DATE COMPLETED	_____
Manager at agency/entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____

TYPE OF Contract	_____	AGENCY/ENTITY	_____	DATE COMPLETED	_____
Manager at entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: _____	Date: _____
Print Name: _____	Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____	Date: _____
-------------------------	--------------------

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____	Date: _____
-------------------------	--------------------

Waiver Determination

Full Waiver Approved:

Waiver Denied:

Partial Waiver Approved:

Revised Participation Goal: _____%

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

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

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

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

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

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

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

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

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

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

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

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

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

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

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

Notary Public

Dated:

**ATTACHMENT 7
ACKNOWLEDGEMENT OF ADDENDA**

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this Solicitation Document which may have been issued by the NYCEM prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received concerning this Solicitation Document:

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____
Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____
Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable:

No addendum was received in connection with this Solicitation Document.

Respondent's Company Name:

Respondent's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____



Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: 017 (NYCEM)		Transaction ID: 01716LOG001	
Check One:	Transaction Type (check one):		
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

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

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

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

Section 1: Entity Information

Entity Name: _____
 Entity EIN/TIN: _____

<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 #: _____

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

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



DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

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

Why have I received this *Data Form*?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by “conventional” competitive sealed bid (i.e. bids that do not use a prequalified list or “Best Value” selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

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

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

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

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

Yes. An organization is required to submit a *Doing Business Data Form* each time it enters into a transaction considered a business dealing with the City, including contract, concession and franchise proposals. However, the *Data Form* has both a Change option, which requires only information that has changed since the last *Data Form* was filed, and a No Change option. No organization should have to fill out the entire *Data Form* more than once.

If you have already submitted a *Data Form* for one transaction type (such as a contract), and this is the first time you are completing a *Data Form* for a different transaction type (such as a grant), please select the Change option and complete Section 4 (Senior Managers) for the new transaction type.

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

No. The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the organization itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.



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

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

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

Organizations that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 for construction contracts), or that hold any economic development agreement or pension fund investment contract, are considered to be doing business with the City for the purposes of LL 34. Because all of the business that an organization does or proposes to do with the City will be added together, the *Data Form* must be completed for all transactions valued at more than \$5,000 even if the organization doesn't currently do enough business with the City to be listed in the *Database*.

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

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

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the *Data Form* be completed?

A joint venture that does not yet exist must submit a *Data Form* for each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

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

- **Contract, Concession and Economic Development Agreement holders:** generally for the term of the transaction, plus one year.
 - **Franchise and Grant holders:** from the commencement or renewal of the transaction, plus one year.
 - **Pension investment contracts:** from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
 - **Line item and discretionary appropriations:** from the date of budget adoption until the end of the contract, plus one year.
 - **Contract proposers:** for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
 - **Franchise and Concession proposers:** for one year from the proposal submission date.
- For information on other transaction types, contact the Doing Business Accountability Project.

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

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The "**Target Subcontracting Percentage**" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at _____ or via facsimile at (____) _____. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under \$1 million.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:
 - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;

- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

- (k) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The

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making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

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: 01715P0001

Your Name: Elizabeth Haza Sainz, Senior Procurement Analyst

Phone: 718-422-4629

Email: ehazasainz@oem.nyc.gov

Please specifically identify the service(s) being procured.

NYCEM is seeking the services of a third-party logistics (3PL) provider to manage the Emergency Supply Stockpile (ESS), the start-up packages for the Commodity Distribution Point (CDP) Program, and Staging Operations Stockpile, while additionally supporting NYCEM's Citywide Logistics Program (CLP) with labor teams, auxiliary transportation services, and consulting services, as required.

- 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.

The agency seeks a qualified vendor to NYCEM is seeking the services of a third-party logistics (3PL) provider to manage the Emergency Supply Stockpile (ESS), the start-up packages for the Commodity Distribution Point (CDP) Program, and Staging Operations Stockpile, while additionally supporting NYCEM's Citywide Logistics Program (CLP) with labor teams, auxiliary transportation services, and consulting services, as required. There are no names of such titles or any employee at the agency that can 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.

This service will replace existing services. The contract for the current 3PL provider will expire 11/30/16

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.

There is no Agency employee with such titles that obtain special expertise to provide this needs service.

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.

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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.

N/A

Part 2: Certification of Displacement



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).

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.
-

FEDERAL REQUIREMENTS
FOR NEW YORK CITY OFFICE OF EMERGENCY MANAGEMENT
CONTRACTS AND AGREEMENTS UTILIZING FEDERAL FUNDS

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)..

CLEAN AIR AND WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide OEM, DHS, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until OEM, DHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

CIVIL RIGHTS

The following requirements apply to the contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.

(2) Equal Employment Opportunity – If this is a contract for construction, the following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following additional requirements.

- (a) Federal Labor Standards: The Contractor will comply with the following:
 - (i) The Davis-Bacon Act: In Construction contracts involving an excess of \$2000, all laborers and mechanics must be paid at a rate not less than

those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- (ii) Sections 103 and 107 of the Contract Work Hours and Safe Standards Act, which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction Agreement costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- (iii) The Copeland “Anti-Kickback” Act, as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- (iv) The above provisions shall be included in all subcontracts for work in connection with this Agreement.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS (REQUIRED)**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide OEM with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to OEM.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS (REQUIRED)**

The Subcontractor/Supplier _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Subcontractor agrees to provide the Contractor with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to OEM.

NOTE: If for any reason the Subcontractor/Supplier is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE SUBCONTRACTOR/SUPPLIER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

CONTRACTOR NOTE: Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certification(s) to OEM as they are received.

APPENDIX A

Description of Operations:

A. Emergency Supply Stockpile (ESS)

The Emergency Supply Stockpile (ESS) is primarily designed to support the City's Logistics Shelter Support Program (LSSP) and Commodity Distribution Point (CDP) Program.

The existing ESS is warehoused in two locations outside New York City. There are approximately 6,100 pallets of supplies, in preconfigured sets which are clearly labeled with contents, as well as some equipment such as ramps and pallet jacks. The size and the components of the ESS, however, are subject to change based on the needs of the City. The location of the stockpile should allow delivery to the City within four (4) to twenty-four (24) hours of the deployment notification from NYCEM.

Logistics Shelter Support Program (LSSP)

The ESS includes the supplies sufficient to support approximately 70,000 individuals for up to seven (7) days in the designated emergency shelters throughout the five (5) boroughs of New York City. The LSSP sheltering strategy outlines the requirements for food, water, and other necessities that will be required to support evacuees within emergency shelters based on lessons learned from Hurricanes Katrina, Irene, and Sandy. These strategies are also based on extensive analyses of Evacuation Zone populations, sheltering duration, and projected strength of storms. The NYC emergency shelter system and corresponding logistical support required by the selected vendor for such a large-scale shelter operation is best exemplified by the NYC Coastal Storm Plan (CSP).

The CSP has designated areas that will be impacted by storm surge for different hurricane categories. These areas are known as Evacuation Zones, and are designated Zones 1 through 6. Such zones are designated by the Office of the Mayor, and are subject to change based on the needs of the City.

NYCEM has identified over five-hundred (500) facilities, such as primarily schools, that can be used as emergency shelters. In the most recent deployments approximately ninety (90) facilities were opened. The shelters are designed to provide essential services to keep evacuees dry, safe and secure. NYCEM through its ESS will provide limited feeding, water, cots, blankets, and personal care items. The City has also identified a subset of shelters that will receive essential services, goods and supplies to accommodate persons with disabilities, access and functional needs or individuals in need of additional medical care. Based on funding NYCEM may purchase additional commodities to be used in support of the shelter operations. If the City opens emergency shelter operations, NYCEM will be the central point of contact for command and control.

The LSSP strategy illustrates the way in which the ESS is typically deployed for a large scale shelter operation; NYCEM reserves the right to deploy the ESS using different strategies to meet the City's needs for all-hazard events.

Commodity Distribution Point (CDP) Program The Commodity Distribution Point (CDP) is a temporary site where life-sustaining commodities, including food, baby formula, and water, are distributed to members of the public during a food access emergency.

NYCEM maintains the (CDP) in the event that an incident disrupts or blocks the public's access to basic life-sustaining commodities such as food and water.

Each member of the public who accesses a CDP is given one day's worth of commodities on a first-come, first-served basis. This will most likely include two (2) emergency meals and three (3) liters of drinking water, and forty-eight (48) ounces of baby formula (baby formula only given to members of the public whom request it). This distribution operation may also include additional commodities, such as ice, clean-up kits, tarps and cots when needed and acquired. Distribution could take place at up to sixty-four (64) CDP sites across the City.

NYCEM CDP Command Center (CCC) is the NYCEM unit, which provides strategic and tactical guidance to the CDP by coordinating the mobilization and deployment of resources to each CDP, monitors and provides assistance to individual CDPs, and reports CDP information to the Emergency Operation Center (EOC). All CDPs are under the operational control of NYCEM Command Center.

At the start of CDP operations the vendor will deliver components of the ESS containing initial equipment and supplies needed to operate a site, as well as pallet jacks to aid in material handling to the CDP site. . Based on funding NYCEM may purchase additional commodities to be used in support of the CDP operations.

C. Staging Operations Stockpile (Logistics Staging Areas (LSA) and Base Camps)

NYCEM maintains a stockpile in support of staging operations, which include the Logistics Staging Area (LSA) and Base Camp programs. These programs provide the City with vital logistics capabilities when response and recovery operations require a large surge of personnel, supplies, and equipment. An LSA is an outdoor warehouse for incoming shipments that allows City agencies to manage large quantities of resources coming into the City.

The LSA stockpile provides start-up packs to initiate and support operations for at least the first seventy-two (72) hours after an event. LSA stockpile items support the opening of LSAs to receive, stage, and distribute critical resources needed for response and recovery operations following a large-scale emergency. The LSA stockpile consists of two (2) start-up packs for field operations. The start-up packs consist of approximately twenty (20) stand-alone pallets of supplies, two (2) generators, and two (2) forklifts; these start-up packs are stored in two (2) shipping containers (forty-eight (48) sq. ft. Conex containers).

Base Camps provide temporary lodging for operations staff and response personnel in close proximity to work sites in portable units such as tents.

NYCEM is currently in the process of procuring a Base Camp stockpile. The Base Camp stockpile will provide climate-controlled tents and bedding supplies for vital personnel. It will consist of five (5) twenty-person (20-person) tent sets and approximately ten (10) stand-alone pallets of supplies. The size and the components of both stockpiles are subject to change based on the needs of the City.

D. Field Labor Teams and Auxiliary Transportation

NYCEM is tasked with managing the City's emergency logistics operation during emergency events and requires additional services to manage the City's logistical response to small and large-scale emergencies.

Field labor teams and transportation services are required in support of the Logistics Shelter Support Program (LSSP), the Commodity Distribution Point (CDP) Program, and the Staging Operations outlined above, as well as in support of other agency operations. Field labor teams may be required as auxiliary support for City operations to assist in the unloading and movement of supplies delivered by the selected and other entities. In addition, auxiliary transportation services may be needed for additional deliveries or cross-leveling of resources related to the programs listed above, or in conjunction with other response operations.

E. Consulting Services for Special Projects

To best coordinate the City's response to large-scale incidents, NYCEM prepares detailed plans to prepare for hazards, manages tasks related to recovery from incidents, and develops special projects and initiatives to accomplish preparedness and recovery, as needed.

APPENDIX B

ESS COMMODITY DELIVERY ESTIMATES TO SUPPORT LSSP

In the event that NYC opens emergency shelters the selected vendor will be expected to transport between eight (8) and 172 pallets to support the estimated shelter population at the given shelter. The table below captures the various types of pallets that may be delivered to the shelters during the deployment phase. The types of pallets and the configuration are subject to change based on the needs of the agency.

Description of Pallets for Deployment Phase		
Set Type	Pallet Quantity/Type	Description of Pallets
Facility Opening (FO)	2 pallet containers	Basic supplies for 80 facility staff. Some of these items may be site specific. These containers may be site specific.
Operator Package	1 container	Supplies needed to provide additional training to shelter staff and specifics about the facility. This container is site specific.
Evacuation Center (EC)	1 pallet container	Basic supplies to support the reception and processing of approximately 500 individuals en route to shelters
Shelter Support (SS)	<i>10 total pallets per set</i>	<i>Basic supplies to support sheltering of approximately 500 individuals</i>
	1 pallet container	Perishable items, including hygiene kits, over-the-counter medical supplies and baby formula
	1 pallet container	Disposable baby wipes, diapers, and bottles, sanitary pads, and paper cups
	1 pre-configured pallet	Supplies for managing companion animals, including dog leashes, collars, muzzles, food and water bowls, and clean-up supplies
	1 pre-configured pallet	Pet food and cages
	2 bulk pallets	Pet cages
	1 bulk pallet	Blankets
	3 bulk pallets	Standard cots
SMNS Support (SM1) ** only to SMNS shelters	<i>~58 pallets per set</i>	<i>Basic supplies to support sheltering of approximately 500 individuals requiring certain supportive medical services</i>
	3 pre-configured pallet(s)	Specialized, over-the-counter medical supplies supporting individuals with special medical needs
	2 bulk pallets	Standard cots
	50 bulk pallets	Specialized SMNS cots
Disability and Access Functional Needs	3 pallets	Supplies in support of the disability and access functional needs population. These containers may be site specific.
Bulk	Varies	This includes water and additional supplies as requested

The table below captures the various types of pallets that may be delivered to the shelters during the resupply phase.

Description of Pallets for Deployment Phase		
Set Type	Pallet Quantity/Type	Description
Shelter Resupply (SR)	1 pallet container	Basic supplies to resupply consumable items for approximately 500 individuals for an additional three days of sheltering
SMNS Resupply (SMR)	Same as SM1	Specialized supplies to resupply consumable items for approximately 500 individuals requiring certain supportive medical services

APPENDIX C

CDP COMMODITY DELIVERY ESTIMATES

In the event of a CDP Program activation, the distribution sites could potentially serve thousands of people per day. The basic commodities that would be distributed are water, emergency meals and baby formula. Below is a table of the per person distribution guidelines for each commodity:

CDP Distribution Guidelines			
	Water	Emergency Meals	Baby Formula
Ration (per person; per day)	Three liters or one gallon	Two meals	Equivalent 48 Oz*

*Assume that no more than 2% of the population will require baby formula.

As an example, estimates for the total number of commodities for 10,000 people are shown below with an approximate number of pallets required to carry them. The number of pallets may vary depending on final kitting.

Commodities Needed to Support 10,000 People for One (1) Day				
Commodities	Amount (Per Person/per day)	Total Quantities	Unit of Measure	4 x 4 Pallet
Water	3	30,000	Liters	40
Emergency Meal	2	20,000	Meals	34
Baby Formula*	6	1,200	8 ounce Cans	1
Total Pallets				75

*Assume that no more than 2% of the population will require baby formula.

APPENDIX D

MOBILIZATION AND DEPLOYMENT TIMEFRAMES

The selected vendor must be able to support the following timeframes for the LSSP, CDP program, and Logistics Staging Operations Stockpile.

LSSP and CDP Notice Mobilization and Deployment Timeframe	
Phase	Timeframe
Mobilization	No later than 24 hours after the Mobilization Notice
Deployment	No later than 24 hours after the Deployment Notice

LSSP and CDP No-Notice Mobilization and Deployment Timeframe		
Phase	Timeframe	Number of Sites
Mobilization	No later than 6 hours after the Mobilization Notice	1 to 10**
Deployment	No later than 6 hours after the Deployment Notice	1 to 10**

**The number of sites is based on the level of activation and will be determined by NYCEM.

LSA Mobilization and Deployment Timeframe	
Phase	Timeframe
Mobilization	No later than 24 hours after the Mobilization Notice
Deployment	No later than 12 hours after the Mobilization Notice