

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

INVITATION FOR BID
FOR
THE PULLING AND INSTALLATION OF NETWORK AND TELECOM
CABLES

FOR USE BY THE DIVISION OF INFORMATICS AND INFORMATION
TECHNOLOGY

DATE OF ISSUE: OCTOBER 3, 2012

PIN #:12IN024600R0X00

AUTHORIZED AGENCY CONTACT

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

Primary Contact: Monica Collins
NYC Department of Health and
Mental Hygiene
Division of Finance
ACCO
42-09 28th Street -17th floor
Long Island City, NY 11101
Email address: bids@health.nyc.gov

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

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SECTION I - TIMETABLE

- A. Release Date: **October 3, 2012****
B. Questions Due: **October 12, 2012 @ 11:00AM**

Bidders shall have an opportunity to **submit questions** regarding the contents of the Invitation for Bid before bid are due. All questions must be submitted in writing by **11:00AM on October 12, 2012** by E-mail to: **Bids@health.nyc.gov**

- C. Pre-Bid Conference: **October 10, 2012 @ 11:00AM****

- D. Bid Due Date, Time and Public Bid Opening Location:**

Date: **November 8, 2012**
Time: **11:00 A.M. EST** (Eastern Daylight Savings Time)
Place: New York City Department of Health and Mental Hygiene
Office of the Agency Chief Contracting Officer
42-09 28th Street, 17th Floor, Long Island City, NY 11101
ATTN: Monica Collins, Contract Manager
E-mail: **Bids@health.nyc.gov**

- E. Anticipated Contract Term: January 1, 2013 through December 31, 2018**

E-mailed or faxed Bids will not be accepted by the Department.

Bids received at this Location after the Bid Due Date and Time are deemed late and will not be accepted by the Department, except as provided under New York City's Procurement Policy Board Rules.

The Department will consider requests made to the Authorized Department Contact Person to extend the Bid Due Date and Time prescribed above. However, unless the Department issues a written addendum to this RFP which extends the Bid Due Date and Time for all Bidders, the Bid Due Date and Time prescribed above will remain in effect.

SECTION II: SCOPE OF SERVICES

The Department of Health and Mental Hygiene (DOHMH) seeks a Contractor to provide Cable Infrastructure Installation Services for data and voice communications on an on-call, as needed basis. DOHMH conducts new build-outs throughout the City of New York for various programs within DOHMH primary located sites. DOHMH's Division of Informatics, Information Technology and Telecommunications (DIITT) is responsible for ensuring that all build-outs are fitted with a cable plant infrastructure that will satisfy all data and voice communications needs.

The Contractor shall provide services at various Department locations, as directed by the Department. This contract is a blanket order of estimated quantities and Contractor will be paid only for the quantities actually ordered in writing by the Department and provided by the Contractor. There are no guaranteed minimum quantities under this contract.

DURATION OF CONTRACT: The term of this Agreement shall commence upon written notice to proceed and shall continue for a period of five (5) years, unless sooner terminated in accordance with this Agreement.

NOTE: Bidder must demonstrate that that he or she is currently performing and has had at least three (3) years experience in performing the work required pursuant to this Contract. In addition, the Cable Contractor's personnel shall be Certified Installers from the specified cable manufacturer and have at least one Registered Communications Distribution Designer (RCDD) on staff. The Contractor personnel shall have at least one (1) year of experience in placing cables in conduit and cable trays as well as termination of connectors and adapters required for a cable system. The Bidder shall provide with their bid response three (3) references from current or prior clients, proof of installer's certification and a signed affirmation document verifying that all personnel to be utilized pursuant to this Contract have the required certifications.

Bidder shall provide and maintain an installation supervisor for each project to supervise all final inspection and sign-off on all work.

A. CABLE INSTALLATION

1. Minimum Requirements

- a. All Cabling and cable related equipment shall meet the current American National Standards Institute(ANSI), Electronic Industry Association/Telecommunication Industries Association (EIA/TIA) Standards, International Standards Organization(ISO), and Institute of Electrical and Electronic Engineers(IEEE) standards and specifications as they exist at the time of the installation unless specified otherwise by the DOHMH Project Manager.
- b. Our current cable plants are supported by products from Systemax, ADC, Belden and Berk-Tek, and are comprised of Single Mode Fiber, Cat 5/5E/6 copper cable, 50(OM1 thru OM4) and 62.5 Micron Multi-Mode Fiber.

- c. The Cable Contractor shall observe all manufacturer's installation requirements, Industry best practices and any building code or fire regulations relating to the installation of the cable plant being deployed. This includes but is not limited to:
 - i. Bend radius requirements of all cables during handling and installation
 - ii. Maximum pulling tensions of the specified distribution cables are not to be exceeded at any time during the placement of the cable plant in the facilities
 - iii. Cables shall be installed in continuous runs from their origin to destination (NO Splicing/Fusing/Coupling)
 - iv. Plenum rated cables are used where appropriate
 - v. All Fire Stop equipment and material installed as required

2. Manpower and Schedule for Completion of Services

The Contractor shall be assigned work on an on-call basis. The Contractor shall ensure that there is a minimum of two (2) installers per two hundred (200) cables to complete the work required hereunder. Any deviation from the schedule for completion must be brought to the immediate attention of the DOHMH Project Manager (PM). The Contractor may be subject to liquidated damages pursuant to Part J hereof should there be major delays in completion of the schedule due solely to errors or omissions of the Contractor.

3. Cable Specifications/Copper and Fiber Cables

- a. Cables must be solid copper unless otherwise instructed. Copper and fiber optic cables for horizontal and/or vertical riser installation shall be used. The Cable Contractor shall install Underwriters Laboratories plenum rated cables. All Horizontal copper cable for data and voice shall be specified by DOHMH.
 - i. Copper Cables

Patch cords specified by DOHMH shall be required for connecting data equipment to station patch panels and shall meet current agency standards. The current patch cords shall be 24 AWG, stranded 8-conductor Category-6 twisted pair with RJ-45 strain-relief modular plugs on both ends straight through.
 - ii. Fiber Optic

Fiber optic cables utilized for backbone, riser, and/or horizontal purposes shall be either a single or a multi-mode rating. DOHMH shall specify which type is to be used for each instance. Such fiber utilization shall always be terminated, end-to-end, on rack mounted or wall mounted optical patch panels with appropriate industry standard connectors. Fiber optic cables shall always be housed within inner-duct where specified by DOHMH or armored cable and shall follow manufacturer's specifications for bend radius and strain relief.

Fiber Optic patch cords shall be used to interconnect riser, backbone and horizontal connections as well as technical components such as routers, switches and servers.

- b. The Cable Contractor shall install only United Laboratory (U.L.) approved and marked Fluorinated Ethylene Propylene (FEP) cables, which conform to National Electric Code (NEC) and New York City Codes.
- c. The Cable Contractor shall provide manufacturer specifications for all cables, terminations, cabinets, racks and components being used herein.

4. Cable System Labeling

- a. The Cable Contractor shall label all cables and pair terminations for the Cable System. The Contractor shall comply with the labeling scheme established by DOHMH as follows, unless otherwise instructed:
 - i. labels shall be computer generated or type written;
 - ii. a temporary label shall be placed on each cable as it is run;
 - iii. permanent labels on cables, faceplate termination and cable termination points is a prerequisite to DOHMH acceptance of the installation;
 - iv. the labeling standard shall utilize an ascending cable number assigned to each workstation information outlet as identified on the Architect's power and communication floor plan, to be made available to the contractor by DOHMH;
 - v. each information outlet shall be labeled with the floor number, the MDF or IDF ID served from (where necessary) and the cable pull number;
 - vi. each voice and data cable shall be labeled at its originating MDF, BDF or IDF with the floor ID, the MDF, BDF or IDF location ID and the voice/data port ID.
 - vii. The contractor shall provide electronic spreadsheet listing all patching schedules
- b. An example of a label at the information outlet that corresponds to the 100 voice block or Category 6 data patch panel is as follows: 04-2-053B where 04=4th floor, 4th floor - IDF2 - information outlet 053 - jack B, Floor-IDF-<information outlet><port>. The Cable Contractor shall submit the wiring information outlet numbering assignments to DOHMH for approval prior to installation.

5. Space Layout

- a. DOHMH/DIITT shall decide the respective floors on which cables shall be installed, and shall determine all data and voice jack locations. Wall phone locations shall be included in the overall voice cable count. The Cable Contractor's installation supervisor, or lead technician, shall participate in a walkthrough of the project location with a DOHMH/DIITT representative to review the site and verify all installation methods and cable routes. All furniture and electrical blueprints shall be provided to the Cable Contractor by DOHMH/DIITT staff.
- b. The Cable Contractor, in conjunction with DOHMH/DIITT staff, shall coordinate with the Building Manager to determine and provide the most direct and economical cable pathway for all voice and data communications connectivity. During the implementation phase, the Building Manager, Cable Contractor and DOHMH shall meet to discuss and agree on the final cable pathways to be utilized.

6. Placement of Cables

- a. The Cable Contractor shall install cables in offices, furniture work stations and faceplates, recessed wall mounted faceplates, wall phone and coaxial cable locations and additional areas when necessary and as directed by DOHMH. The Cable Contractor shall place a tag with the cable number and type at the end of each cable section.
- b. Furniture Work Station Cables and Faceplates shall use data and voice cables. All terminations shall be enclosed in a furniture spine mounted faceplate. Faceplates and faceplate extenders, if needed for cable bend radius, shall be compatible with the proposed furniture systems installed. The Cable Contractor shall submit faceplate specification and color requirement for Icons to DOHMH for approval prior to installation.
- c. Recessed Wall Mounted Faceplates shall be installed where information outlets are needed in open areas or office suites. The Cable Contractor shall submit to DOHMH for approval the color scheme chosen for faceplates prior to purchase and installation.
- d. Wall Phone and Coaxial Cable Locations shall have a single port wall mount phone bracket installed per American Disability Act (ADA) standards at each location. The coaxial cables shall be RG-6 cables terminated at each end with F connectors and tested for continuity. The coaxial cable (CATV) shall terminate in the building telephone riser where the cable TV drop is provided unless otherwise specified by the local cable company and the General Contractor.
- e. If any portion of the cable installation does not meet industry standards and all relevant City, State and Federal Regulations, then the Cable Contractor shall redo the work at his expense. The Cable Contractor may be liable for liquidated damages should reinstallation slow or stop the progress of the main work pursuant to Part J Liquidated Damages.

7. Wiring System and Handling of Cables

- a. The Cable Contractor shall provide all cable path penetrations, core drilling and sleeves, as well as fire rated protection after the cable paths are established. The Cable Contractor and DOHMH shall decide on the cable pathways to all stations.
- b. Each conductor of each cable shall be terminated on terminal blocks or connectors except where specifically approved in advance by DOHMH.
- c. The termination procedure for any cable within a distribution or other wiring enclosure shall not commence until all cables have been pulled into the enclosure. The installation of harness assemblies shall not commence until the completion of the termination of the applicable incoming cables as described above. Cables, conductors, and shields shall be terminated in accordance with Electronic/Telecommunications Industry Standards (EIA/TIA) and manufacturer's specifications for the terminating device. Terminals and connectors shall be installed using only tools specifically recommended by the hardware manufacturer and shall be of the type that requires a specific force to perform the crimp.

The installation procedure shall conform to the manufacturer's written instructions/directions for installation.

- d. Groups of conductors shall be bound by means of fluoropolymer fasteners. These fasteners shall be placed along the main harness and cable and adjacent to each conductor leaving the bundle at the breakout point.
- e. Cable shall be supported as near to the termination point as possible to prevent the weight of the cable from being transmitted to the individual conductors that are connected to terminal blocks and/or connector terminations.
- f. Cables in vertical and horizontal cable support systems shall be supported by either Teflon or metal hangers, J Hooks or D Rings and retained by use of FEP nylon straps for each cable or cable group. All cable supports shall adhere to EIA/TIA cable industry installation standards for fiber optic cable and copper cable.
- g. Data cabinets, ladder and wiring components shall be grounded as required by the NEC standards. The ground potential difference shall not exceed 1.0 volt AC measured to building steel. The Cable Contractor shall meet with DOHMH and the General Contractor or building engineer to coordinate grounding responsibilities.
- h. The Cable Contractor shall exercise appropriate care when handling and storing reels of cable to prevent damage. The Cable Contractor shall not install cables with dents, flat spots or other sheath distortions. Furthermore, the Cable Contractor shall replace any and all defective cable prior to installation. DOHMH/DIITT will randomly inspect the cables delivered to the job site. Cable ends shall be sealed until cables have been installed.
- i. Should the Cable Contractor find it necessary to install cable in an exposed manner, the Cable Contractor shall ensure that exposed cable is installed in a manner that is aesthetically acceptable to DOHMH and that it is installed in accordance with industry standards.

8. Cable Testing and Acceptance

- a. All installed cabling must be tested and certified to Industry Standards and a report from a Fluke or comparable device must be provided in an electronic format.

B) CABLE SUPPORT AND RACK STRAIN RELIEF

1. General

- a. The computer room at the various locations to be serviced shall be used for the Telecommunications and LAN/WAN equipment unless otherwise noted. The Cable Contractor shall be responsible for the transportation, delivery, installation and grounding of data and ladder racks.
- b. The Cable Contractor shall provide all necessary screws, anchors, clamps, tie wraps, distribution rings, grounding and support hardware and other tools necessary to facilitate

the installation of the distribution system. Cable supports shall have the highest cable rating available. In keeping with the NEC code, cable supports shall be independently fastened to the ceiling slab and be placed approximately four feet apart, independent of the ceiling grid system. Cable bundles of 16 cables or less may utilize the ceiling grid system with J hooks, per code. All cables shall be installed at least 12 inches from parallel electrical runs and must be installed a minimum of twelve inches above the ceiling grid. The manufacturers' bend radius requirements shall govern all cable installations. The Cable Contractor shall supply and install strain relief on the rear of the cable racks before termination of station cables to the patch panels.

2. Ladder Rack System

The Cable Contractor shall install a ladder rack system, with a separate electrical channel (if required) designed for cable and electrical distribution within each computer room being used for storage of telecommunications and LAN/WAN equipment. The ladder rack system shall be installed a minimum of 7 feet, 6 inches above the finished floor.

3. Data Racks and Ladder Racking

- a. In order to support cable patching panels, wire management and data equipment in the computer room, the Cable Contractor shall provide standard data racks or cabinets as specified.
- b. The Cable Contractor shall also install copper cable station data racks with three-inch deep vertical wire management trays on each end, a minimum three-inch deep horizontal wire management panel to dress patch cords in the front. The Contractor shall install copper patch panels where necessary. All copper patch panels installed on the data racks shall have rear rack strain relief supplied and installed for the support of copper station cables.
- c. The Cable Contractor shall separate each 48 or (2) 24 port data patch panels with horizontal cable manager and hangers shall be used for wire managers for the 48 port, patch panel frame (s).
- d. The Cable Contractor shall calculate the number of patch panels and wire minders using information from DOHMH.

C. ESTIMATES FOR EACH JOB ORDER:

1. For each job order, the Contractor shall respond to a call from the Department within a twenty-four (24) hour period to schedule a walk-through of the site. Within three (3) business days after notification from the Department for a specific installation, the Contractor shall visit the site of the proposed work (“site visit”). The Contractor shall provide the Department with a written estimate of the type and total quantities of cable, jacks, patch panels, connectors, etc. and the overall total cost for each job within three (3) business days after each initial site visit. Each estimate shall include a target date for starting the specific project and an estimated completion date. The Department shall review the estimate and, upon approval of the estimate, provide the Contractor with a written scope of the specific project, a confirmation of the type and quantities of cable, jacks, patch panels, connectors, etc., the total cost and a timetable for completion (“Work Order”).
2. Upon receipt of the Work Order for the specific project, the Contractor shall commence work within a three (3) day period from written notice to proceed or within a time period agreed to by the Department. The Contractor shall not perform work prior to receipt of the Work Order.
3. The total cost of the work performed shall not exceed the amount set forth in the Work Order and the services and materials provided shall not deviate from the Work Order unless agreed to in writing by the Department prior to such additional costs being incurred or the work being performed.
4. Contractor shall perform a site visit prior to each specific job order to become familiar with any local condition which may in any manner affect the work to be done, as well as the equipment, material, labor or services required. Contractor shall specify if there are any modifications or additions to the site that are required to insure proper installation of the cable and equipment. No allowances will be made because of Contractor’s lack of knowledge of these conditions and Contractor will not be relieved of any obligations set forth herein.

D. LOCATIONS AT WHICH REPAIR AND MAINTENANCE SERVICES ARE TO BE PERFORMED:

The Contractor shall provide services at DOHMH sites. (See Appendix E for current list)

E. PRINCIPAL PERIOD OF MAINTENANCE AND OVERTIME:

The Contractor shall perform all work between the hours of 9:00 am and 5:00 pm, Mondays through Fridays, excluding City holidays as listed below, unless prior written approval of the Department is obtained to work different hours. Overtime hours shall apply for work requested and authorized by the DOHMH for performance outside of normal working hours (i.e. 9:00am to 5:00pm, Monday through Friday only) and on weekends and holidays. Overtime shall be paid to the contractor based upon one and one-half times the rates bid for regular hours. All scheduling of the work shall be at DOHMH’s sole discretion.

The listing of designated City observance holidays is as follows:

New Year's Day
Martin Luther King, Jr. Birthday
President's (George Washington's) Birthday
Memorial Day
Independence Day
Labor Day
Christopher Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

F. ANSWERING SERVICE AND EMERGENCY CALLS:

1. To ensure that the Contractor will respond to service calls and emergency calls promptly, the Contractor shall provide the Department with an answering service or other continuous telephone coverage at its premises to permit the Department to notify the Contractor of the need for services, remedial maintenance or emergency service.
2. The Contractor shall provide emergency service on an "as required basis." Emergency service shall be provided as needed on a 24 hour, seven (7) day a week basis. The Contractor shall respond to emergency calls within 24 hours of notification by the Department.

G. GENERAL CONDITIONS:

1. Contractor shall ensure that services provided pursuant to this contract complies with all pertinent provisions of federal, state and local statutes, rules, regulations and codes and that all necessary approvals and permits there under have been obtained.
2. Contractor at all times shall be liable for the cost of acquisition and delivery of the cable and all product components required for each particular job until it is entitled to receive payments for such work in accordance with this Agreement. This responsibility includes the acquisition of materials, equipment and supplies as needed to satisfy the particular project requirements and the carrying costs related thereto, prior to acceptance for payments under this Agreement.
3. The Contractor shall guarantee that all cable, including fiber optic cable, and components used in the performance of services hereunder shall be standard new product, latest model of regular stock and in current production with all the components regularly used with the type of cable offered and available for purchase through the manufacturer's normal marketing channels; also, that no attachment or component part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

4. Contractor shall ensure that all cable and component parts are installed in accordance with all manufacturers' specification and recommendations.

Employees

5. All work shall be performed by personnel qualified by experience and training, per industry standards to pull, install, test and terminate the type of cable required herein, and shall be under the direct supervision and in the employ of the Contractor. The Contractor shall provide experienced, capable technical personnel to direct and complete the work in a manner satisfactory to the Department and shall supervise the workmanship to ensure that it is of the highest grade and according to standard practice of the industry. The Contractor technical personnel must each have a minimum of one (1) year experience in the running, terminating and testing of computer and fiber optic cables. Consistency in technical personnel is desirable.
6. No employee of the Contractor shall be permitted in any of the Department's premises unless the employee presents to Department security a laminated photo identification furnished by the Contractor. All Contractor's employees shall wear identification at all times while at the Department's facility, bearing the name of the employee and the name of the company for which s/he works. The Contractor shall provide the Department the names of staff to be given access to the Department facilities to perform work in accordance with the provisions of this Agreement prior to such employee performing any work.
7. The Department reserves the right to reject or bar from any Department facility any employee hired by the Contractor.

Warranty

8. The Contractor warrants that the services shall be performed by qualified personnel and will be of a quality conforming to generally accepted industry standards.
9. The Contractor warrants that all cable, components and connecting hardware shall perform the functions and shall comply with all performance standards that are identified in all published manufacturer's specifications.
10. All cable, components or connecting hardware are to be warranted to be free from defects in material; and workmanship provided by the Contractor during the contract term shall be guaranteed for one (1) year from the date of installation and replaced at no cost to the Department if found defective during that time. ("Project Warranty") The provisions of this Project Warranty shall survive the expiration of this Agreement.
11. Under warranty terms, any components or cable to be replaced shall be new and shall be manufactured by a reputable manufacturer. The components shall be the same as or equal to the original components. All substitutes for the original manufacturers must be approved by the Department before installation.

12. In addition to the Contractor's warranty, set forth in paragraph 10, above, the Department shall have the benefit of all manufacturers' standard commercial warranties for cable and individual components. Where the manufacturer's warranty term is longer than the Project Warranty period, Contractor shall notify the Department and pass through the manufacturer's warranty to the Department at no additional charge.

Protection of Property

13. During the performance and up to the date of final acceptance, the Contractor shall take all reasonable precautions to protect the persons and property of the City and of others from damage, loss or injury resulting from the Contractor's operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, replace and adequately maintain at or about the site suitable and sufficient guards, lights, barricades and enclosures. This obligation shall be in effect twenty-four (24) hours per day, seven (7) days per week, even when the Contractor is not physically on the premises.
14. The Contractor shall notify the City of any damage(s) to the work or work area or any accident(s) on the site within twenty-four hours of the occurrence. The Contractor shall notify the Department of any loss, damage or injury on the site to persons or property on the site, or as a result of work on the site to persons or property regardless of whether the person or property was on the site, within twenty-four (24) hours of such loss, damage or injury. Within three (3) business days after such loss, damage or injury, the Contractor shall provide a full and complete report thereof in writing to the Department.
15. The Contractor shall post all required notices in the manner required by applicable laws, codes, rules and regulations, and shall pay all required fees and penalties incurred by it or its agents. The Contractor shall promptly pay all incidental expenses necessary for the most rapid and satisfactory progress of the work under this Agreement. The Contractor shall be responsible for obtaining any necessary permits for work directed under this contract at its expense.
16. Upon receipt of notification from the Department to proceed with the work as specified, the Contractor shall expedite the work with minimal interruption to daily operation of the facility. All scheduling of the work shall be made at the DOHMH's sole discretion. The Department shall make all interpretations of such scheduling and the Contractor shall be bound by such scheduling and such interpretations.
17. All buildings, appurtenances and finishes shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. The Contractor shall take necessary precautions to protect all floors, windows, partition glass, shades, blinds, hardware and lighting fixtures from damages. The Contractor shall be held responsible for any such damage and shall, at the Department's option, either repair and/or replace all damage by approved methods so as to restore the damaged areas to their original condition or reimburse the Department for the costs of such repair
18. The Contractor shall make use of fume and/or dust control, extraction or isolation devices as necessary to provide a safe environment for the occupants of affected facilities.

19. The Contractor shall secure the work site and shall be responsible for any loss or damage to its own materials, equipment or personal property of its employees while they are maintained on the work site.
20. The Contractor shall properly remove all debris from the building and properly dispose of removed materials at its own expense. The contractor shall provide protective covering of work surfaces and equipment to prevent damage from any dust, dirt and debris that they may generate, and they are responsible for cleaning up all generated dust, dirt and debris.

H. SPECIFICATIONS/RESPONSIBILITIES OF THE CONTRACTOR:

1. The Contractor will provide all necessary materials in order to complete the job. The Department will not provide any supplies, materials or equipment. The Contractor is responsible for the transport all supplies from location to location. Material specifications will be based on existing Department infrastructure.
2. For each specific job, the Contractor shall provide the Department prior to commencing work:
 - A list of names of personnel that will be assigned to provide services together with the resumes of such personnel.
 - A contact person that will coordinate and schedule the cabling and personnel and an alternate contact.
 - Contractor shall notify the Department immediately if there are any changes to the personnel assigned to the project and shall provide the names and resumes of such substitute personnel for the Department's approval.
3. Cabling must run un-exposed. The Contractor shall supply all materials (clamps, metal pipes, inner-ducts, face plates for wall and furniture, metal tubes, etc.) as needed in order to accomplish the job of running cables unexposed. The Contractor shall use wall mounted metal pipes and metal boxes on concrete walls or when not possible to run cables inside walls. Variation of specification can be proposed, and it is up to the Department to make final determination on the proposed option, on a case-by-case basis.
4. The Contractor is responsible for all required tools, including, but not necessarily limited to: drills, ladders, scanners, punch-down equipment, tracers etc. The Contractor shall remove all garbage, boxes, packing and delivery materials, etc. and leave the workspace clean and free of all debris.

I. INVOICES AND REPORTS:

1. The Contractor shall submit an invoice to the Department, no later than thirty (30) days from final acceptance of each specific job, detailing the location and date of the Job, type and actual quantity of cable installed, type and actual quantity of other components installed, applicable unit cost and the overall total charges. The invoices shall be in a form approved by the Department and shall be accompanied by supporting

documentation and any other information deemed necessary by the Department. DOHMH will verify each cable run before payment.

2. Contractor shall submit a written report to the Department within ten (10) business days after each specific job performed. This report shall include a description of the services provided; all tests performed and test results. Payment will not be approved without this documentation.

J. LIQUIDATED DAMAGES

1. If the Contractor fails to deliver or install the components within the times specified and agreed upon in writing with the Department for the specific job, the amount of one (1%) percent of the contracted value of the specific job per day, up to the total value of the specific job, shall be deducted from the monies due the Contractor for each intervening calendar day any work remains incomplete, not as a penalty, but as liquidated damages. The Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (i.e. Acts of God, the public enemy, fires, floods, strikes, freights, embargoes, etc.,)
2. If the Contractor fails to respond to emergency service calls within the time frames, the amount of one (1%) percent of the contracted value of the specific job per day, up to the total value of the specific job, shall be deducted from the monies due the Contractor for each intervening calendar, not as a penalty, but as liquidated damages. The Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (i.e. Acts of God, the public enemy, fires, floods, strikes, freights, embargoes, etc.,)

SECTION III: BID PROCEDURES AND REQUIREMENTS

A. Status of Information

1. The Agency shall not be bound by any oral or written information released prior to the issuance of the IFB.
2. The Agency shall not be bound by any oral or written representations, statements or explanations other than those made in this IFB, in Agency written responses to Bidder inquiries, or in a formal written addendum to this IFB.

B. Communication With the Agency

1. Bidders are advised that from the date this IFB is issued until the award of the contract, NO contact with Agency personnel related to this solicitation is permitted, except as shall be authorized by the Authorized Agency Contact.
2. All inquiries regarding this solicitation shall be addressed in writing to the Authorized Agency Contact.
3. All inquiries shall be responded to in writing.

C. Pre-Bid Conference

D. Addenda to the IFB

1. The Agency shall issue corrections or amendments to the IFB it deems necessary prior to the Bid Due Date in the form of written addenda.
2. It is the bidder's responsibility to assure receipt of all addenda. The bidder should verify with the designated Agency contact person prior to submitting a Bid that all addenda have been received. Bidders shall acknowledge the number of addenda received as part of their Bids. (See Section IV).

E. Site Visit

Not Applicable.

F. Form of Bid

1. Each bid must be submitted upon the prescribed form (See Section IV) and must contain all information required therein. **FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS WITH THE BID WILL RENDER THE BID INCOMPLETE AND NONRESPONSIVE AND WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER**
2. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in Section I above. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, bid number and bid title. The bid and all other documents requiring signature must be signed and notarized.

Bid Bonds (if required by Schedule A) must be submitted with the Bid, but in a separate sealed envelope, also identified as above.

3. The Bid must be typewritten or written legibly in ink. The Bid must be signed in ink. Erasures or alterations must be initialed by the signer in ink.
4. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.
5. Telegraphic or mailgram bids shall not be accepted.
6. Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the contract or contract documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this contract.
7. The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn, as provided for in Section H, below.

Comment [MGB1]: What Section 8 Below???

G. Proprietary Information, Trade Secrets

1. A bidder shall identify those portions of its bid that it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the bidder desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential portions of the bid.
2. All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

H. Modification or Withdrawal of Bids, Late Bids

1. Bids may be modified or withdrawn by written notice received in the office designated in Section I, paragraph 4, before the time and date set for the bid opening.
2. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.
3. Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or

modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

4. Except as provided for in paragraph (a), above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.
5. If within sixty (60) days after the Registration of the contract by the Comptroller, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at their option, may ask to be relieved of their obligation to perform the work called for by written notice to the Commissioner. If such notice is given, the bidder waives all claims in connection with this contract.

I Mistakes in Bids

1. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in [Section H](#), above.
2. In accordance with Section 3-02(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer and Agency Counsel if the following conditions are met:
 - (i) **Minor Informalities.** Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City.
 - (ii) **Mistakes Where Intended Correct Bid is Evident.** If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.
 - (iii) **Mistakes Where Intended Correct Bid is Not Evident.** Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination, which shall be approved by the ACCO:
 - (A) the mistake was known or made known to the agency prior to supplier selection or within three days after the opening of the bid, whichever period is shorter;
 - (B) the price bid was based on an error of such magnitude that enforcement would be unconscionable;

Comment [MGB2]: What Section 8 Above???

- (C) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
- (D) the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (E) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

(iv) Mistakes Discovered After Award. Mistakes shall not be corrected after award of the contract except where the City Chief Procurement Officer subject to the approval of Corporation Counsel makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

J. Bid Evaluation and Award

1. This contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the lowest responsive and responsible bid price or, if the Invitation For Bids so states, the lowest responsive and responsible evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.
2. In accordance with Section 3-02 (o)(3) of the Procurement Policy Board Rules, negotiations with the lowest bidder who is also responsive and responsible, shall be allowed to take place in those circumstances in which such negotiations result in terms which are more favorable to the City.
3. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids if that bid is not also the most favorable bid.
4. When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
 - (i) Award to a certified New York City small minority or woman-owned business entity bidder;
 - (ii) Award to a New York City bidder;

- (iii) Award to a certified New York State small, minority or woman-owned business bidder;
- (iv) Award to a New York State bidder.

If two or more bidders still remain equally eligible after application of this paragraph, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

(v) The Agency may reject a bid if the bidder is determined to be not responsible or non-responsive pursuant to the Procurement Policy Board Rules. The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award, pursuant to Sections 5-01 and 7-03 respectively, of the Procurement Policy Board Rules.

- 6. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of the City to do so.

The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation, when permitted by rule.

7. Unit Price Contracts

- (i) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, and including any lump sum bids on individual items, in accordance with the Estimate of Quantities set forth in the Bid Form.
- (ii) Variations from Estimates: Bidders are warned that the Estimate of Quantities of the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered a part of this Contract. Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. If during the progress of the work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Agency of such anticipated overruns. The Contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimated quantities in the bid schedule without written authorization from the Agency.

The Contractor will be paid at the unit price bid for quantities up to one hundred twenty five

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

8. Lump Sum Contracts

Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid adjusted for alternate prices bid, if any.

K. Bonds

If required in the Schedule of Bonds and Liability Insurance, as detailed in Appendix A, then:

1. Bid Bond - **Not Applicable**

L. Vendor Requirements

1. Financial Qualifications

(i) In addition to the experience questionnaire (Section IV) required to be submitted with the bid, after the opening of bids and when directed by the Commissioner, the bidder may also be required to submit a sworn statement setting forth such information as the Commissioner may require concerning his financial condition, present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain bidder's responsibility and capability to perform the contract.

If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

(ii) When directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. If required by the ACCO, each person so examined must sign and verify a stenographic transcript of such examination, noting thereon such corrections therein as such person may desire to make.

2. VENDEX Questionnaires:

(i) Pursuant to Administrative Code S6-116.2 and Section 5-02 of the Rules of the Procurement Policy Board, bidders may be obligated to submit completed VENDEX questionnaires with this bid. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, VENDEX questionnaires must be completed. Any questions concerning this requirement must be submitted to the Authorized Agency Contact. You will be required to submit the completed reports to the Agency within 10 days of notice.

(ii) Pursuant to Procurement Policy Board 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 required 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.

(iii) The same requirements apply to all subcontractors.

3. Employment report:

(i) In accordance with Executive Order No. 50 (1980), the filing of a completed Employment Report (ER) is required to do business with the City of New York if the contract value exceeds \$100,000, and if your firm employs 50 or more people. If your company or any of its facilities performing on the contract has fewer than 50 employees, although the contract value exceeded \$100,000, you are required to submit only "Less Than 50 Employees Certificate". You will be required to submit the completed Employment report to the Agency within 10 days of notice.

(ii) The same requirements apply to all subcontractors.

4. Americans with Disability Act

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

5. Affirmative Action and Equal Employment Opportunity

This Invitation for Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

6. Tropical hardwoods

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

M. **Sub-Contractors**

1. Documents given to a sub-contractor for the purpose of soliciting the sub-contractor's bid shall include either a copy of the bid cover or a separate information sheet setting forth the project name, the contract number (if available), the contracting agency, and the project's location.
2. If a bidder intends to use sub-contractors in the performance of this contract, the bidder must, to the extent known, provide a list of such sub-contractors, including a statement of work to be assigned to each sub-contractor. Such information must be provided with the Bid Package. See Section IV.
3. Subcontractors must comply with the submission requirements for the Vendex Questionnaires and Employment Report.

N. **Comptroller Certificate**

This contract shall not be binding or of any force unless the Comptroller of the City shall endorse hereon his certificate that there remains unexpended and unapplied, as provided in Section 93C-3.0 of the Administrative Code of the City of New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this contract as certified by the officer making the same. This contract shall continue in force only after annual appropriation of funds by the City of New York and Certification as hereinabove set-forth.

O. **Prompt Payment**

The Prompt Payment provisions set forth in Section 6-07 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under a contract resulting from this solicitation. The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due will be made in accordance with the provisions of Section 6-07 of the Procurement Policy Board Rules and General Municipal Law 3-A.

P. **Procurement Policy Board Rules**

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

SECTION IV: BID PACKAGE

Instructions for submitting a bid:

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

Cover Sheet/ Checklist:

Item 1: Bidder Representations

Item 2: Bid Sheet

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

Item 3: Acknowledgement of Addenda

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

Item 4: Experience Questionnaire

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

Item 5: List of Sub-Contractors

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

Item 6: Insurance Certificates

See Appendix A for Insurance Requirements for this Bid.

Item 7: Audited Financial Statement

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

Item 8: Confidentiality Agreement

Item 9: Doing Business Data (DBD) Form (Appendix H)

Item 10: Electric Fund Transfer (EFT) (Appendix D)

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

Item 11: VENDEX Questionnaires

Required for bids exceeding \$100,000.

Item 12: Employment Report

Required for bids exceeding \$100,000.

- B. **Do not return Sections I, II, or III of this IFB; also, do not return the attached Agreement with the Bid Submission.**
- C. The Agency will send the entire Bid/Agreement to the winning Contractor for execution, upon award of this contract. It will contain this entire Bid Package, as part of the contract.

[NO MORE TEXT ON THIS PAGE]

New York City

**Department of Health and Mental Hygiene
Bid Submission for:
Pulling and Installation of Network & Telecom Cables**

Cover Sheet/ Checklist

Name of Bidder: _____ Date submitted: _____

The following items, as checked by the Bidder, are included with this Bid:

- | | | |
|-----------------|--|-----|
| Item 1: | Bidder Representations | [] |
| Item 2: | Bid Sheet | [] |
| Item 3: | Acknowledgement of Addenda | [] |
| Item 4: | Experience Questionnaire | [] |
| Item 5: | List of Sub-Contractors | [] |
| Item 6: | Insurance Certificates | [] |
| Item 7: | Audited Financial Statement | [] |
| Item 8: | Confidentiality Agreement | [] |
| Item 9: | Doing Business Data Form | [] |
| Item 10: | Direct Deposit/Electronic Funds Transfer Form | [] |

Item 1: Bidder Representations

Name of Bidder: _____

Place of Business: _____

Telephone No. _____ Tax Identification #: _____

Fax No. _____

Date of Bid: _____

Bidder is: Individual () Partner () Corporation ()

A). If Bidder is Individual:

Home Address of Bidder _____

B). If Bidder is Partnership:

Name and Home Address of Partners:

C). If Bidder is Corporation:

Organized under the laws of the State of _____

Name and Home Address of President _____

Name and Home Address of Secretary _____

Name and Home Address of Treasurer _____

The above-named bidder affirms and declares:

1. The several matters stated and information furnished therein are in all aspects true.
2. The said bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than herein before named has any interest in this bid, or in the Contract proposed to be taken.
3. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor or potential competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or

not to submit a bid for the purpose of restricting competition.

4. That no councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
5. That said bidder is not in arrears to the City of New York upon debt, taxes or contract, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except

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6. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 343-8.0 of the Administrative Code of the City of New York and the non-discrimination provisions of Sect. 220a of the NYS Labor Law as more expressly and in detail set forth in the contract form; (2) will comply with the provisions of Section 343.9.0 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective date, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).
 7. Compliance Report: The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that their attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract Agreement, and (2) warrants that they will comply with the provisions of Executive Order No. 50. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that they will comply with the provision of the contract Agreement in providing records, Chapter 8.
 8. By submission of this bid, bidder certifies that they now have and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefore, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.
 9. That said bidder has visited and examined the site of the work and has carefully

examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all of its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract.

10. That the party signing the Bid Sheet is duly authorized to sign this agreement on behalf of the Contractor.

Item 2: Bid Sheet

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

The undersigned agrees, if this bid is accepted, that they will within 10 days of receipt of notice of award submit executed copies of insurance policies as may be required, execute the Agreement set forth in this Invitation for Bids, and will proceed, when directed to do so, with the work required hereunder in strict compliance with the terms and conditions set forth in this Bid AT THE FOLLOWING PRICE:

Description	Unit of Meas.	Manufacturer	Part Number.	Estimated Qty over 5 Years	Unit Price	Total Price
Estimated materials to be used over a 5(five) year time frame:						
FIBER OPTIC CABLES						
UnArmored Plenum Rated Cables						
6 Strand Single Mode	Feet			1,500		
12 Strand Single Mode	Feet			2,000		
24 Strand Single Mode	Feet			1,500		
6 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			1,500		
12 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			2,000		
24 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM2	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM2	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM2	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM3	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM3	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM3	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM4	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM4	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM4	Feet			1,500		
Armored Plenum Rated Cables						

Description	Unit of Meas.	Manufacturer	Part Number.	Estimated Qty over 5 Years	Unit Price	Total Price
6 Strand Single Mode	Feet			1,500		
12 Strand Single Mode	Feet			2,000		
24 Strand Single Mode	Feet			1,500		
6 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			1,500		
12 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			2,000		
24 Strand Multi-Mode 62.5 Micron Fiber OM1	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM2	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM2	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM2	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM3	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM3	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM3	Feet			1,500		
6 Strand Multi-Mode 50 Micron Fiber OM4	Feet			1,500		
12 Strand Multi-Mode 50 Micron Fiber OM4	Feet			2,000		
24 Strand Multi-Mode 50 Micron Fiber OM4	Feet			1,500		
Single-Mode Splices (Fusion Only)	Ea			1,650		
Multi-Mode Splices(Fusion Only)	Ea			1,650		
1 inch Plenum rated Inner-duct	Feet					
Fiber enclosure Units (Rack Mounted ONLY)						
12 Port Fiber Unit	Ea			25		
24 Port Fiber Units	Ea			25		
48 Port Fiber Units	Ea			50		
Single Mode Fiber Patch - 1m	Ea			200		
Single Mode Fiber Patch - 2m	Ea			150		
Single Mode Fiber Patch - 3M	Ea			300		

Single Mode Fiber Patch - 5M	Ea			150		
Single Mode Fiber Patch - 10M	Ea			150		
10Gb Multi-Mode Fiber Patch - 1m 50 Micron	Ea			75		
10Gb Multi-Mode Fiber Patch - 2m 50 Micron	EA			150		
10Gb Multi-Mode Fiber Patch - 3m 50 Micron	Ea			300		
10Gb Multi-Mode Fiber Patch - 5m 50 Micron	Ea			150		
10Gb Multi-Mode Fiber Patch - 10m 50 Micron	Ea			150		
Multi-Mode Fiber Patch - 1m 62.5 Micron	Ea			75		
Multi-Mode Fiber Patch - 2m 62.5 Micron	Ea			150		
Multi-Mode Fiber Patch - 3m 62.5 Micron	Ea			300		
Multi-Mode Fiber Patch - 5m 62.5 Micron	Ea			150		
Multi-Mode Fiber Patch - 10m 62.5 Micron	Ea			150		
Sub Total Fiber Related						
COPPER CABLING						
4 Pair Cat6 Solid Core Plenum Rated Network Cable	Feet			750,000		
12 Port Cat6 Patch Panel	Ea			15		
24 Port Cat6 Patch Panel	Ea			15		
48 Port Cat6 Patch panel	Ea			35		
3 Ft Cat6 Patch Cord	Ea			2,500		
5 ft Cat6 Patch Cord	Ea			3,000		
7 ft Cat6 Patch Cord	Ea			3,000		
10 Ft Cat6 Patch Cord	Ea			3,000		
15 ft Cat6 Patch Cord	Ea			1,500		
25 ft Cat6 Patch Cord	Ea			750		
50ft Cat6 Patch Cord	Ea			100		
4 Port Modular Face Plates	Ea			1,250		
Cat6 Modular Inserts	Ea			5,000		
Low Voltage Single Gang Mounting Plate	Ea			2,500		
1 in Raceway Molding(Plastic)	Feet			15,000		
1 in Raceway Molding(Metal)	Feet			15,000		
Surface Mount Single Gang Wiring Box	Ea			2,500		
SubTotal Copper Related Charges						
VOICE CABLING						

25 pr Cat-3Copper Solid Core Plenum Rated	Feet			5,000		
100 pr Cat-3Copper Solid Core Plenum Rated	Feet			5,000		
200 Pair Cat-3 Copper Solid Core Plenum Rated	Feet			2,500		
Krone Block	Ea			50		
110 blocks	Ea			50		
C-4 Clips(bag 100)	Ea			5		
C-5 Clips (Bag 100)	Ea			5		
1Pr, 24 gauge Blue-White Cross Connect wire spool (1000 feet)	Ea			5		
Subtotal Voice Cabling						
MOUNTING EQUIPMENT						
J-Hooks	Ea			500		
Straight 6 In Ladder Rack (with all mounting hardware)	Foot			5,000		
Straight 12 in. Ladder Rack(with all mounting hardware)	Foot			5,000		
Sweep 90 X 6in Ladder Rack (with all mounting hardware)	Ea			50		
Sweep 90 X 12in Ladder Rack (with all mounting hardware)	Ea			50		
2 Post 19in Steel Rack X 7ft Tall Fastened to Floor	Ea			25		
4 post 19in Steel Rack X 7ft Tall X Adjustable to 40 Inches Deep, fastened to floor	Ea			25		
6in Vertical Wire Manager X 7ft, compatible with proposed rack system	Ea			25		
3in Vertical Wire Manager X 7ft, compatible with proposed rack system	Ea			25		
1U Horizontal Wire Manager, compatible with proposed rack system	Ea			50		
2U Horizontal Wire Manager, compatible with proposed rack system	Ea			50		
24 in. Wall mounted 19 inch Ventilated Rack with steel Enclosure	Ea			5		
48 in.Wall mounted 19 inch Ventilated Rack with steel Enclosure	Ea			5		
Grounding cable with connections	Feet			50		
SubTotal Mounting Equipment						
Prevailing Wage LABOR RATES:						

Technician	Hours			2,000		
Splicer	Hours			2,000		
Year 1 Apprentice	Hours			400		
Year 2 Apprentice	Hours			400		
Year 3 Apprentice	Hours			400		
Year 4 Apprentice	Hours			400		
Year 5 Apprentice	Hours			400		
Supervisor/PM Allowance	Hours			1,000		
<i>SubTotal Labor</i>						
MISCELLANEOUS CHARGEABLE ITEMS						
4 in. Core Drilling	Ea			10		
4 in. Sleeves w/ rubber grommets and fire stop	Ea			10		
Backer Board 4' x 8' X 3/4" Fire Retardant wood	Ea			5		
<i>Subtotal Miscellaneous</i>						

GRAND Total

BID TOTALS		
Total Bid for Labor		0
Total Bid for Materials		0
TOTAL BID		0

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

Bidder _____
(Company)

By _____
(Signature of person authorized to sign this bid)

Attest _____
(Secretary of Corporate Bidder)

TO BE NOTARIZED:

(CORPORATE SEAL)

Sworn to before me this ____day
of _____, 2012

(Notary Public or Commissioner of Deeds)

A) AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

STATE OF _____ COUNTY OF _____ ss:

_____ being duly sworn says: I am the person described in
and who executed the foregoing bid and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

B) AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF _____ COUNTY OF _____ ss:

_____ being duly sworn says: I a member of
_____, the firm described in and which executed the
foregoing bid. I

subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in
all respects true.

(Signature of Partner who signed the bid)

Subscribed and sworn to before me this _____ day of _____, 20____

C) AFFIDAVIT WHERE BIDDER IS A CORPORATION:

STATE OF _____ COUNTY OF _____ ss:

_____ being duly sworn says: I am the _____ of the
above named
Corporation whose name is subscribed to and which executed the foregoing bid, I reside at

_____. I have knowledge of the several matters therein
stated, and they are in all respects true.

(Signature of Officer who signed the bid)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

PULLING & INSTALLATION OF NETWORK & TELECOM CABLES

DATE OF ISSUE: TBD

PIN#: 12IN024600R0X00

Item 3: Acknowledgment of Addenda

Complete Part I or Part II, whichever is applicable:

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS IFB:

ADDENDUM # 1, DATED _____, 2012

ADDENDUM # 2, DATED _____, 2012

ADDENDUM # 3, DATED _____, 2012

ADDENDUM # 4, DATED _____, 2012

ADDENDUM # 5, DATED _____, 2012

ADDENDUM # 6, DATED _____, 2012

PART II: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS IFB.

DATE __/__/__

BIDDERS (NAME) _____

BIDDERS (SIGNATURE) _____

Item 4: Experience Questionnaire

Bidders Name _____

Fax No: _____

E-Mail Address _____

Telephone No: _____

Federal Tax Identification No: _____

Submitted by __ A Corporation; __ A Co-Partnership; __ An Individual

Date: _____

Principal Office: _____

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

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

a) as a Prime Contractor? _____

Type of work: _____

b) as a Subcontractor? _____

Type of work: _____

2. Have you ever failed to complete any maintenance or repair work awarded to you? If so, where and why?

3. Have you or any organization of which you have been a partner or officer ever been declared in default by any City, State or Federal Agency? (If Yes, give details)

4. Have you or any member of an organization of which you have been a member, partner, director or officer when called before a Grand Jury to testify, refused to sign a Waiver of Immunity or answer and relevant questions or have been indicted for any reason whatsoever? (If Yes, give details) _____

5. Name of corporations or companies that you have ever been connected with other than

the above as a member, partner, director or officer. _____

6. Have you ever appeared before the Board of Responsibility of the City of New York?
____ (If Yes, give details):

7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a city contract or other governmental contract?
____ If so, state the name of individual, other organization and reason therefore:

8. Has any officer or partner of your organization ever failed to complete a city or other governmental contract handled in his own name? _____
If so, state name of individual, name of Owner and reason therefore:

9. In what other lines or business are you financially interested? (What is the purpose of this question? Should be lines of business?)

10. For what corporations or individuals have you performed maintenance and repair of personal computers and peripherals? Please list dates.

11. For what cities have you performed maintenance and repair of personal computers and peripherals? Please list dates.

12. For what counties have you performed maintenance and repair of personal computers and peripherals? Please list dates.

13. For what State Bureaus or Departments have you performed maintenance and repair of personal computers and peripherals? Please list dates.

14. Have you ever performed maintenance and repair of personal computers and peripherals for the United States Government? Please list dates and department(s) within the United States Government

15. Have you filed Performance Record Reports with the Bureau of Contract Information, Inc. Washington, D.C.?_____. If yes, give date: _____

16. What personal computer and peripheral maintenance and repair work has your organization completed within the last three years?

Project Identification and Nature of Project: _____
Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Original Scheduled Completion Date: _____ Actual Completion Date: _____

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

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Original Scheduled Completion Date: _____ Actual Completion Date: _____

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

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Original Scheduled Completion Date: _____ Actual Completion Date: _____

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

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

Original Scheduled Completion Date: _____ Actual Completion Date: _____

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

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

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

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

% Work completed as of this date: _____

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

Project Identification and Nature of Project: _____

Name and Address of Owner: _____

Contract Amount: \$ _____ Date Started: _____

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

% Work completed as of this date: _____

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

Dated at _____

This _____ day of _____, 20____

(Full Legal Name of Organization)

(Name and Title of Person Signing)

STATE OF _____)

) ss:

COUNTY OF _____)

(Print Name of Above Signatory)

being duly sworn deposes and says that he/she is _____
of the above _____

(Full Legal Name of Bidder)

and that the answer to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public or Commissioner of Deeds

My commission expires _____

SECTION V: AGREEMENT

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

AGREEMENT dated the 1st. day of January , 2011 between the CITY OF NEW YORK ("CITY") acting through the City Department of Health and Mental Hygiene ("Department" or "DOHMH") having its principal office located at 125 Worth Street, New York, New York 10013 and _____, ("Contractor"), a _____, having its principal office located at _____.

WITNESSETH:

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

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

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

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

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

B. "Agreement" shall mean the various documents, including this Section V, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

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

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

F. "Comptroller" shall mean the Comptroller of the City of New York.

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

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

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

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

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

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

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

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

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

Section 2.02 Conflicts of Interest

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

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

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

Section 2.03 Fair Practices

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

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement

with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

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

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

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

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

Section 2.05 Political Activity

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

Section 2.06 Religious Activity

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

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

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

Section 2.08 Bankruptcy and Reorganization

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

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

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

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

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

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

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

Section 3.02 Subcontracting

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

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a

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

C. All subcontracts shall contain provisions specifying that:

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

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

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

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

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

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

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

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

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

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

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

Section 4.03 Removal of Individuals Performing Work

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

Section 4.04 Minimum Wage

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

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

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

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

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

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

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

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

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

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

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

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

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

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

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

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

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

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

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

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

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

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

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

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

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

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

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

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

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

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

Section 5.02 Retention of Records

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

such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

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

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

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

Section 5.04 Audit

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

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

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

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

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the

format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

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

Section 5.07 Investigations Clause

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

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

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

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

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

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

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

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

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

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

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

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

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

F. Definitions

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

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

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

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

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

Section 5.08 Confidentiality

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

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

remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

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

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

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

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

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

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The

Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

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

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

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

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

Section 6.02 Patents and Inventions

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

Section 6.03 Pre-existing Rights

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

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the

United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

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

Section 7.02 Commercial General Liability Insurance

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

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

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

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least Five Million Dollars (\$5,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least Five Million Dollars (\$5,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting

period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

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

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

Section 7.05 Unemployment Insurance

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

Section 7.06 Business Automobile Liability Insurance

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

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

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

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

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

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

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

F. All insurance policies required pursuant to Sections 7.02 and 7.03 shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed

for any reason other than non-payment unless thirty (30) Days prior written notice is sent by the Insurance Company to the Named Insured, the Commissioner of the Department of Health and Mental Hygiene, and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. For non-payment, at least ten (10) Days written notice must be provided.”

Section 7.08 Proof of Insurance

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

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

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

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

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

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

Section 7.09 Miscellaneous

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

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

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

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

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

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

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

Section 8.02 Protection of City Property

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

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent

act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

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

Section 8.06 Actions By or Against Third Parties

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

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

Section 8.07 Withholding of Payments

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

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

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

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

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

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

Section 8.08 No Third Party Rights

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

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

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

Section 9.02 Changes Through Fault of Contractor

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

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

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

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

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

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

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

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

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

- A. The City shall have the right to declare the Contractor in default:
1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
 2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
 3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

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

- a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
- b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
- c. a criminal violation of any state or federal antitrust law;
- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

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

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

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

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

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

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

Section 10.04 Force Majeure

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

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

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

Section 10.05 Procedures for Termination

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

set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

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

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

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

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

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

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

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

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

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

Section 11.02 Electronic Funds Transfer

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

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

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

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

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

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any

other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

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

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

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

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

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

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of

Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

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

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

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

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of

money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

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

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

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

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

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

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

organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

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

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

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

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

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

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of

the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

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

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

Section 12.04 Claims and Actions

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

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

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

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

Section 12.07 No Waiver

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

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

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

Section 13.02 All Legal Provisions Deemed Included

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

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

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

Section 13.04 Compliance With Laws

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

Section 13.05 Americans with Disabilities Act (ADA)

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

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

Section 13.06 Voter Registration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. display any political preference or party allegiance;

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

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

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

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

Section 13.07 Participation in an International Boycott

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

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

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

Section 13.08 MacBride Principles

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

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

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

Section 13.09 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the

Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

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

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

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

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

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

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

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

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

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

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

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

Section 14.02 Merger

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

Section 14.03 Headings

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

Section 14.04 Notice

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

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

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

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

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

By: _____
Judi Soehren
Agency Chief Contracting Officer

CONTRACTOR:

(Print full legal name of Contractor)

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

(Place Seal Here)

Approved as to Form

Certified as to Legal Authority:

Corporation Counsel

Date: _____

ACKNOWLEDGMENT BY ACCO

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On this _____ day of _____, 20____ before me personally came **JUDI SOEHREN**, to me known and known to me to be the **Agency Chief Contracting Officer** (“ACCO”) of the Department of Health and Mental Hygiene of the City of New York, the person described in, and who as such ACCO executed, the foregoing agreement, and she duly acknowledged to me that she executed the same on behalf of the City of New York and the Department of Health and Mental Hygiene for the purpose herein mentioned.

=====

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

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

=====

Notary Public or Commissioner of Deeds

APPENDIX A

SCHEDULE OF INSURANCE REQUIREMENTS AND CERTIFICATION BY BROKER

If checked (XXX), the following requirements must be met by the Contractor:

<u>Item</u>	<u>Minimum Coverage</u>	<u>Required</u>
Workers Compensation	Statutory Requirements	(XXX)
Comprehensive General Liability	\$1,000,000 per occurrence	(XXX)
Combined Single Limit	\$2,000,000 aggregate	
Bodily Injury and Property Damage		
Professional Liability	\$1,000,000 per occurrence	(OMIT)
Automobile Liability <i>(If vehicle is used in performance of obligations under the contract)</i>		
	\$1,000,000 per occurrence	(XXX)
Combined Single Limit	\$2,000,000 aggregate	
Bodily Injury and Property Damage		
The following coverage must be provided:		
	Comprehensive Form	(XXX)
	Owned	(XXX)
	Hired	(XXX)
	Non-Owned	(XXX)

*Only required if the Total Bid Price exceeds \$100,000

CERTIFICATION BY BROKER

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

CERTIFICATION BY BROKER

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

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this
____ day of _____, 201_

NOTARY PUBLIC

APPENDIX B
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.



NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Thomas A. Farley, MD, MPH
Commissioner

APPENDIX C: Local Law 35 Certification

COMMISSIONER CERTIFICATION

INVITATION FOR BIDS FOR

PULLING & INSTALLATION OF NETWORK & TELECOM CABLES

PIN # 12IN024600R0X00

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

Judi Soehren, Agency Chief Contracting Officer

APPENDIX D:
DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER FORM



CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

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

INSTRUCTIONS: Please complete all sections of this Enrollment Form and attach a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name. See the reverse side for more information and instructions.

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

SECTION I - VENDOR INFORMATION

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

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:	2. ACCOUNT NAME:
3. BANK NAME:	
4. BANK BRANCH ADDRESS:	
5. ROUTING TRANSIT NUMBER: (LOCATED AT THE BOTTOM OF YOUR CHECK)	6. ACCOUNT TYPE: (CHECK ONE) <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:	TELEPHONE NUMBER:

SECTION III - VENDOR SIGNATURE

VENDOR SIGNATURE _____	PRINT NAME _____	DATE _____
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TREA-0913 Rev 03/17/07

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

GENERAL INSTRUCTIONS

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

SECTION I - VENDOR INFORMATION

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

SECTION II - FINANCIAL INSTITUTION INFORMATION

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

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.

APPENDIX-E - Sites List

Riker's Island

Site 09-09 Hazen St. Rikers Island, NY	GRVCRikers
10-10 Hazen St. Rikers Island, NY	C-76Rikers
11-11 Hazen St. Rikers Island, NY	C-74Rikers
14-14 Hazen St. Rikers Island, NY	JATCRikers
15-15 Haven Street, Rikers Island	TBRiker
1600 Hazen St. Rikers Island, NY	OBCCRikers
18-18 Hazen St. Rikers Island, NY	AMKCRikers
19-19 Hazen St. Rikers Island, NY	RMSCRikers

Brooklyn

1075 Ralph Ave. Brooklyn	S.Bklyn
120 Schermerhorn	BklynCrmCr
1218 Prospect Pl. Brooklyn	CrownHGHTS
130 Nostrand Ave. Brooklyn	N.Bklyn
151 Maujer St. Brooklyn	Williamsbg
1601 Ave S, Brooklyn	Homecrest
20 New York Ave. Brooklyn	New York Ave
25 Chapel St. Brooklyn	25Chapel
259 Bristol St. Brooklyn	Brownsville
275 Atlantic Ave. Brooklyn, NY	BklynHouse
295 Flatbush Ave. Brooklyn	Fort Greene
360 Adams St. Brooklyn	BklynTrCrt
465 Hudson Street, Bklyn	465Hudson
485 Throop Ave. Brooklyn	Bedford
80 Dekalb Ave. Brooklyn	Dekalb

Bronx

1180 Rev.James Polite Ave. Bronx	JamesPolit
1309 Fulton Ave. Bronx	Morrisania
1337 Jerome Ave. Bronx	BronxPhase
170 W. 233rd St. Bronx	BxOutreach
1826 Arthur Ave. Bronx	Tremont
1932 Arthur Ave. Bronx	BergenBldg
215 E. 161 St. Bronx	BrxCourt
2432 Grand Concourse, Bronx	Gconcourse
653 River Avenue Bronx, NY	BronxHouse

APPENDIX-E - Sites List**Queens**

12-26 31st Ave. Queens	Astoria
120-34 Queens Blvd.	Queens QNBlvd
126-02 82nd Ave, Forest Hills, NY	QueenHouse
146-39 105th St. Queens	Waltham
164-21 Hillside Ave. Queens	Hillside
42-09 28 th Street	Long Island City
520 Kingsland, Queens	Kingsland
56-17 56th Drive, QN, 11378	Maspeth
59-17 Junction Blvd. Queens	Lefrak
67-10 Rockaway Beach, Queens	Rockaway
90-37 Parsons Blvd. Queens	JamaicaAnx

Manhattan

125 White Street NY, NY	NYDTCenter
125 Worth Street, NY	125Worth
136 E. 3rd St. NY	LwrEstSide
158 E. 115th St. NY	Eharlem
160 W. 100 St. NY	Riverside
1727 Amsterdam Ave. NY	Amsterdam
2 Lafayette St. NY	2Laf
21 Old Bway, NY	Manhattanville
215 W. 125th St. NY	STDw125st
2238 5th Ave. NY	Central Harlem HC
225 Bway, NY	225BWAY
253 Bway, NY	253BWAY
299 Bway, NY	299BWAY
303 9th Ave. NY	Chelsea
314 W. 54th St. NY	MidTownCrt
346 Bway, NY	346bway
40 Worth St., NY	40worth
400 E. 30th St. NY	BelMnShltr
42 Broadway, NY	Permit
431 1st Ave. NY	BelvueOutr
455 1st Ave. NY	CityLab
462 First Avenue, NY	BelvueTBOu
600 W. 168 St. NY	WashHghts

Staten Island

51 Stuyvesant Pl, SI	Richmond
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APPENDIX F:
THE CITY OF NEW YORK

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

OFFICE OF CONTRACTS

NO BID RESPONSE

PIN#: 12IN024600R0X00

_____ HAS OPTED NOT TO BID ON
(Contractor Name)

Pulling and Installation of Network and Telecom Cables

For the following reason(s):

Contact Name _____

(Signature)

Date ____/____/____

Return this form to the Department at the address in the cover letter;

or fax to (347) 396-2326.

Comment [MB3]: Is this Computer Maintenance or Data Communication Wiring and Cabling?

Attention: Division of Informatics and Information Technology

APPENDIX G:

CONFIDENTIALITY AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND CONTRACTOR

This Confidentiality Agreement applies to entities (hereinafter collectively known as “the Contractor”) which provide services to The New York City Department of Health and Mental Hygiene (DOHMH). It is possible that in the course of providing services to DOHMH, employees of the Contractor may have access to confidential or proprietary information of DOHMH and/or its customers and/or personal information regarding any individuals, including but not limited to medical information concerning insured and/or claimants under insurance provided by DOHMH. DOHMH recognizes that the Contractor may have a legitimate business need to know certain of the information to which its employees are exposed in providing services to DOHMH, in order to appropriately provide the services for which DOHMH has contracted.

Agreement to Maintain Confidentiality

Accordingly, the Contractor hereby agrees to maintain the confidential and proprietary and/or personal nature of any information to which its employees may have access, obtain or which its employees may generate during the course of the Contractor’s providing services to DOHMH, and hereby agrees not to give to others or use for itself or for others any confidential information which may be obtained. Such information will remain confidential for purposes of this Agreement until such information becomes generally available to the public. The only exception to this requirement is if DOHMH gives express written permission for the Contractor to divulge such confidential or proprietary information.

Agreement Not to Trade on Inside Information

In the course of the Contractor’s assignment with DOHMH, it is possible that the Contractor would obtain or have access to “inside” information with respect to DOHMH or its customers, which may or may not be associated with or relevant to the matters upon which the Contractor is working. “Inside” information is confidential or proprietary information which has not been publicly disclosed, and/or is not in general circulation. The Contractor hereby agrees that it would not in any way use such information for its own benefit, or for the benefit of others. Further, the Contractor agrees that it would not (1) disclose any such information to any other person, including family members or (2) buy or sell, or cause to be bought or sold by others, any publicly traded securities of DOHMH or its customers, including derivatives of such securities (such as options or warrants) during the course of the Contractor’s engagement, or after the Contractor’s engagement ends until any and all such information in the Contractor’s possession is publicly disclosed.

ACKNOWLEDGEMENT

I have the authority to execute this Confidentiality Agreement on behalf of the Contractor. I have read the above and I agree that the Contractor shall not divulge any confidential, proprietary, or personal information of DOHMH or DOHMH's customers, and/or other individuals to which the Contractor, through its employees, may have access, obtain, or which its employees may generate during the course of the Contractor's providing services to DOHMH. I agree that the Contractor shall remain bound by such continuing obligations of confidentiality until it is expressly released from such obligations by DOHMH, in writing, or until such information becomes publicly known.

Contractor Name: _____

Executed By: _____

Title: _____

Date: _____

APPENDIX-H:

Doing Business Data Form:

Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

<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: _____

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

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the 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: _____

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

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee 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:

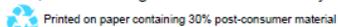
Name: _____ Removal Date: _____

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.



APPENDIX-I:

Iran Divestment Act Rider:

**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:

LAST PAGE LEFT BLANK