

**CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
DIVISION OF EPIDEMIOLOGY/BUREAU OF EPIDEMIOLOGY SERVICES
REQUEST FOR PROPOSALS
FOR THE PROVISION NEW YORK CITY COMMUNITY HEALTH SURVEY DATA
COLLECTION (2015-2020)
PIN: 14LL000300R0X00**

AUTHORIZED AGENCY CONTACT PERSON

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

**Name: Shermaine Manifold, Contract Manager
Mailing Address: Office of the Agency Chief Contracting Officer
Department of Health and Mental Hygiene
42-09 28th Street, CN-30A
Long Island City, NY 11101**



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SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: June 28, 2013

B. Questions

Questions about this Request for Proposals (“RFP”) may be asked in writing to Authorized Agency Contact Person’s Mailing Address or to the E-Mail Address as listed in below only.

Question/Clarification Deadline:

(i) Date: **July 24, 2013**

(ii)(ii) Time: **2:00pm**

E-Mail Address: RFP@health.nyc.gov

Answers to all questions asked will be available on the Agency’s website at www.nyc.gov/health/contracting. A list of the questions and answers will also be sent to everyone who picked up or downloaded the RFP.

C. Pre-Proposal Conference:

NONE SCHEDULED

D. Question Response Date:

Answers to all questions asked (both by mail, e-mail and at the Pre-Proposal Conference – if any) will be available on the Agency’s website at www.nyc.gov/health . A list of the questions and answer will also be sent to everyone who picked up or downloaded this RFP.

E. Proposal Due Date and Time and Location:

- **Date:** **August 16, 2013**
- **Time:** **2:00 p.m.**
- **Location:** **Office of the Agency Chief Contracting Officer
Department of Health and Mental Hygiene
42-09 28th Street, CN-30A, 17th Floor
Long Island City, NY 11101
Attn: Shermaine Manifold, Contract Manager**

DOHMH recommends proposers deliver proposals by hand. E-mailed or faxed proposals will not be accepted by the Agency.

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

F. Anticipated Contract Start Date: January 2, 2015

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The Department of Health and Mental Hygiene “DOHMH” or “the Agency” is seeking an appropriately qualified vendor to collect health survey data for approximately 8,500 adult New Yorkers per year for the New York City Community Health Survey (“CHS”). It is anticipated that the selected vendor (“Contractor”) will conduct both the Six Year Annual Community Health Survey – 2015-2020 (“Annual Survey”) and the CHS Heart Follow-up Study Option in 2015 (“HFUS2”). (Collectively, the “Surveys”).

The Agency uses CHS for health surveillance in NYC to assess what is improving, staying the same or getting worse. Prevalence rates of health conditions and protective factors are tracked, with the goal of improving the health of New Yorkers. Because the study is conducted every year, DOHMH has been able to study the increasing prevalence of public health issues such as obesity and diabetes. The Agency also uses CHS to track the decreasing prevalence of smoking and other health indicators such as physical activity and active transportation. It is therefore important that the methodology ensures a representative sample while minimizing measurement error and response bias to assure accurate and representative prevalence rates.

The Annual Survey utilizes a dual sample frame and provides estimates at the citywide, borough and neighborhood levels. The dual sample frame consists of telephone numbers randomly generated using a list-assisted Random Digit Dial (“RDD”) technique for landline telephones and a separate sample of NYC cell phone exchanges to reach households with cell phones. The data from the Annual Survey is collected and stored using Computer Assisted Telephone Interviewing (“CATI”). Interviews are conducted in English, Spanish, Russian and Mandarin. The data are actively used by decision-makers to inform policy, resource allocation, and program evaluations and to track the health of adult New Yorkers. The final product of each Annual Survey will be a data set with telephone survey responses and final weights.

A comprehensive overview and background of the methodology used for the Annual Survey is available in Appendix A1.

For the HFUS2 (anticipated to be 2015), the Agency anticipates the Contractor will recruit approximately 2,000 respondents from the Annual Survey. A baseline HFUS was completed in 2010. The HFUS2 will be a clinical study to objectively measure population level nutrient intake in NYC adults using urine and will include: an additional 10 minute survey interview component with questions about nutrition, family history of cardiovascular disease (“CVD”) and other CVD risk factors, a 24-hour urine collection (with collection materials sent to the respondents’ home), and a home visit by a medical technician to aliquot a sample of the urine and take objective measurements of blood pressure, height, weight and waist circumference.

An overview and background of the methodology used for the HFUS2 is available in Appendix B.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for six years, from January 2, 2015 to December 31, 2020. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term.

C. Anticipated Available Funding

It is anticipated that the available funding for the contract awarded from this RFP will be \$9,400,000 for the Annual Survey (2015-2020) and \$1,400,000 for the HFUS2 for a total of \$10,800,000. Greater consideration will be given to proposers who propose more competitive prices in combination with a high quality technical proposal.

D. Payment Structure

The payment structure of the contract awarded from this RFP will be based on milestone payments tied to outcomes. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

The Agency understands that the selected contractor may need financing for start-up costs. Proposer(s) should include this request in Year 1 on the Price Proposal form (Attachment B) and clearly indicate funds as start-up expenses.

E. Available Reference Documents

The following documents, which may assist proposers in preparing their proposals, are available in the appendices.

- 1) Background and methodology of the NYC Community Health Survey (Appendix A1)
- 2) Background and methodology of the CHS Heart Follow-up Study (Appendix B)
- 3) Example of weekly and final disposition report(s) with response rate and cooperation rate formulas (Appendix C)
- 4) Background of neighborhood United Hospital Fund (UHF) designations. UHF is a neighborhood which is defined by neighboring zip codes (for more detail see Appendix D)
 - a) CHS neighborhood zip code definitions (Appendix D1)
 - b) CHS neighborhood yearly target goals for landlines (Appendix D2.1)
 - c) CHS neighborhood yearly estimated completes from cell phones (Appendix D2.2)
 - d) CHS neighborhood weekly report (Appendix D3)
- 5) Sample CHS questionnaire (Appendix E)
- 6) Study schedules (Appendix F)

SECTION III: SCOPE OF SERVICES AND MWBE REQUIREMENTS

A. Agency Goals and Objectives

The Agency's goals and objectives for this RFP are to collect annual survey data on the health conditions, needs and health behaviors of adult New Yorkers (18 years of age and older) living in residential (non-group) households that would provide data to the Agency to assist it in its various programs and missions.

The Specific Goals and Objectives Include:

For the Annual Survey, the goals of the vendor would be to:

1. Collect annual representative telephone survey data for six years (2015-2020) with the New York City Community Health Survey (CHS). Specifically, the CHS will collect survey data on the health conditions, needs and health behaviors of adult New Yorkers (18 years of age and older) living in residential (non-group) households.
2. Obtain unbiased data by obtaining a minimum response rate and cooperation rate of 40% and 70% respectively, using the American Association for Public Opinion Research (AAPOR) Response and Cooperation Rate #3.

This would support the goals of the agency to:

3. Provide prevalence data from the CHS for New York City as a whole, as well as for each of the five boroughs and 42 UHF neighborhoods which make up NYC and as defined by zip code.
4. Provide data from the CHS to track progress towards the Take Care New York (TCNY) initiative.
5. Provide data from the CHS to programs in DOHMH to track other core health indicators, program initiatives and interventions.
6. Disseminate data from the CHS through Agency publications such as *Vital Signs*, *Data Briefs*, and other *Special Reports*; through EpiQuery, the web-based interactive system for data analysis available on the DOHMH website; and through peer reviewed publications.

For the HFUS2 the goal for the vendor would be to:

1. Operationalize agency developed protocols and conduct the clinical data collection as a follow-up to the CHS

This would support the goal of the agency to:

1. Objectively measure population-level nutrient intake using the CHS to recruit for and conduct a clinical follow-up study [most likely in 2015] using 24-hour urine collection as well as objective measurements of blood pressure, height, weight and waist circumference.

C. Agency Assumptions Regarding Contractor Approach

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set forth above are:

1. Experience

1.1 For the Annual Survey the Contractor would have at least 4 years successful and relevant experience in the following areas; greater consideration will be given to proposers with more than 4 years of successful and relevant experience:

- 1.1.1 Conducting telephone surveys of similar size and complexity in urban areas such as New York City; greater consideration will be given to proposers who demonstrate more than 4 years of successful and relevant experience in this area;
- 1.1.2 Collecting telephone health survey data using both landline telephone, random digit dialing (RDD) supplied phone numbers and cell phone sampling frames;
- 1.1.3 Administering reimbursement checks through the U.S. postal service for cell phone respondents (as per industry standards to reimburse the survey participant for their minutes);
- 1.1.4 Conducting telephone survey data collection in multiple languages (English, Spanish, Russian, Chinese: *Mandarin, Cantonese*);
- 1.1.5 Managing complex sample designs, including overlapping dual frame (landline and cell phone) samples ;
- 1.1.6 Hiring, and training interviewers in general interviewing and project specific skills to collect health survey data. Managing interviewers to collect survey data in a timely way using CATI programming of questionnaires with at least one centralized CATI facility;
- 1.1.7 Conducting regular unobtrusive monitoring and supervision of interviews during data collection;
- 1.1.8 Tracking study progress and providing clients with weekly production and disposition reports utilizing American Association for Public Opinion Research ("AAPOR") response and cooperation rates;
- 1.1.9 Experience providing clients with weekly reports on the number of interviews conducted in geographic sub-areas such as United Hospital Fund ("UHF's") neighborhoods);

- 1.1.10 Providing clients with preliminary monthly survey data sets with frequency data using a secure method of data transmission;
 - 1.1.11 Providing weighting consultation to adjust for the probability of selection including design weights and calculating final post-stratification weights based on raking to population control totals using dual frame (landline and cell phone) designs;
- 1.2 For the HFUS2, the Contractor would have at least 2 years of successful and relevant experience in the following areas either directly or through subcontractors; greater consideration will be given to proposers who demonstrate more than two (2) years of relevant experience with clinical data collection (either directly or through the use of subcontractors) :
- 1.2.1 Successfully recruiting participants for in-home biological collection from a representative telephone Survey;
 - 1.2.2 Training, scheduling, and managing qualified and appropriately licensed medical technicians directly or through a subcontractor to conduct in-home clinical measurement and data collection including: 24-hour urine collection, height, weight, waist circumference and blood pressure or similar in-home clinical measurements. Medical technicians must be licensed and experienced in the following: alliquoting urine or blood and taking blood pressure and anthropometry measurements;
 - 1.2.3 Delivery and handling of biological specimens to a designated laboratory (either directly or on a subcontracted basis) daily, or securely storing biological specimens if unable to mail that day;
 - 1.2.4 Ordering and managing medical supplies required for clinical specimen collection to support research;
 - 1.2.5 Tracking and providing progress reports on biological specimen collection to clients.
 - 1.2.6 Experience providing monetary incentives in a timely manner to participants who complete the 24 hour urine collection and have an in home visit.
 - 1.2.7 Have an experienced and designated project director and a designated back-up as a central contact point for DOHMH staff. Have an experienced sampling statistician for the project.
 - 1.2.8 Have well trained and experienced interviewers able to conduct interviews in a diverse urban environment, with interviewers who specialize in refusal conversion;

2. Organizational Capability

For the Annual Survey the contractor would:

- 2.1 Have the technological capability for programming and collecting telephone survey data in an urban environment using RDD and other methods in at least one centralized CATI facility with a minimum of 40 stations.
- 2.2 Have the capability of making multiple calls at different times of the day and different days of the week to help assure respondent participation and high response and cooperation rates;
- 2.3 Have the interviewer capacity for conducting telephone survey interviews in multiple languages (English, Spanish, Russian and Chinese: *Mandarin, Cantonese*);
- 2.4 Have the capacity to provide access to unobtrusive remote monitoring of telephone interviews for clients;
- 2.5 Have systems for tracking the number of completed interviews by UHF neighborhoods;
- 2.6 Have the capability of providing a secure and confidential environment for data handling and storage, including secure servers and emergency back-up plans;

For the HFUS2, the contractor would:

- 2.7 Have the organizational capability to recruit and manage qualified and appropriately licensed medical technicians directly or through a subcontractor to conduct in-home clinical measurement and data collection. Medical technicians must be licensed and experienced in the following: aliquoting urine or blood and taking blood pressure and anthropometry measurements.
- 2.8 Have the organizational capacity to recruit CHS participants, schedule a collection date and home visit and send biological specimens to the designated laboratory for analysis and the ability to track the overall progress of the HFUS2.

3. Approach

For the Annual Survey, the contractor would:

- 3.1 Assign a qualified and experienced designated project director (with at least four years of experience) and a designated back-up, with comparable health survey experience to serve as the day to day contact for DOHMH staff;
- 3.2 Assign an experienced sampling statistician for the project;
- 3.3 Collect telephone survey data using the NYC CHS with survey estimates at the citywide level, borough level and 42 UHF neighborhoods as defined by zip code. [Refer to Appendix D1 for UHF neighborhood zip code definitions];

- 3.4 Ensure that all employees working on the Annual Survey sign a confidentiality pledge [See Appendix G].
- 3.5 Develop a plan to maximize response and cooperation rates.
- 3.6 Develop a plan to assure the number of effective call attempts is made.
- 3.7 Devise an annual sampling plan to address the needs of this complex sample design for DOHMH review and approval, and to ensure adequate representation and reliable prevalence estimates in all UHF neighborhoods. The sampling plan would include the collection of interviews using both an RDD list-assisted RDD (landline) sample and a separate sample of NYC cell phone exchanges. Devise a plan for calculating the optimum number of landline and cell phone completes [including completes from people who only have cell phones and completes from people who have both a landline and a cell phone]. The sampling plan would also include an adequate plan for management of the sample to ensure an adequate number of completes in all UHF neighborhoods by using replicate controls and exchange suppression (or a suggested alternative) [described in Appendix A] .
 - 3.7.1 Based on this sampling plan the contractor would also purchase an appropriate list-assisted Random Digit Dial (RDD) sample for landline interviews and a separate cell phone sampling frame with NYC defined cell phone exchanges for cell phone interviews.
- 3.8 Ensure that the CATI programming is in place with in-household selection included for households with more than one adult (for the RDD sample landline component), and tested by both the Contractor and DOHMH:
 - 3.8.1 Pretest the CATI program and instrument for length and skip patterns in a dress rehearsal with up to 20 telephone respondents.
 - 3.8.2 Assure the capacity to leave voicemail messages on answering machines at the third and seventh call attempts.
- 3.9 Hire and train interviewers to collect the data, including an adequate number of trained and experienced interviewers by the start of data collection which include bilingual interviewers for Spanish, Russian and Chinese. Assure some interviewers are experienced in refusal conversion. Assure that all training materials are ready and approved by DOHMH and confirm all training plans and schedule with the DOHMH.
- 3.10 Conduct the Annual Survey and complete a minimum of 8,500 interviews per calendar year with a minimum of 1,200 completed surveys from cell phones [including interviews with those who only have cell phones and those who have both a cell phone and a landline telephone] among adult New York City residents using an overlapping dual sample frame consisting of both RDD and cell phone samples. For the cell phone sampling frame, the contractor would screen cell phone exchanges for cell phone only households to assure that this segment of the population is represented in the final sample. For respondents who complete the Annual Survey on their cell phones, the contractor would provide reimbursement of \$10 to pay for minutes used on their cell phone (as required by standard industry practice). More specifically, the contractor would:

- 3.10.1 Make a minimum of 15 call attempts to obtain an interview with the selected adult within an eligible household for landline surveys or a minimum of 10 call attempts for cell phone survey respondents. Call attempts should be spread across different times of the day and different days of the week;
 - 3.10.2 Provide weekly production and disposition reports (for the landline and cell phone samples) using AAPOR Response and Cooperation Rate #3 to DOHMH for quality control purposes;
 - 3.10.3 Provide weekly reports on the number of completed surveys obtained by UHF neighborhood;
 - 3.10.4 Provide monthly preliminary survey and sample data sets using a secure method of data transmission;
 - 3.10.5 Obtain a minimum combined (RDD and cell phone sample frames) response rate of 40% and a cooperation rate of 70% using AAPOR Response and Cooperation rate formula 3;
 - 3.10.6 Provide regular unobtrusive monitoring and supervision of the interviewers and provide DOHMH staff with the ability to remotely monitor interviews.
- 3.11 Using a secure method of data transmission, provide a final, de-identified Statistical Analysis System Software package (“SAS”) formatted dataset with one computer record for each completed interview
- 3.11.1 Provide accurate and timely statistical consulting to guide the DOHMH in applying appropriate weights to the final survey data including the development of design weights to adjust for the probability of selection and calculating final weights based on raking to population control totals.
 - 3.11.2 Provide a final telephone sample disposition report with combined response and cooperation rates for the landline and cell phone samples and provide final methodology report.

For the HFUS2, the contractor would:

- 3.12 Assign a HFUS2 designated contact for the clinical collection;
- 3.13 Develop and test protocols, approved by DOHMH, for recruiting respondents from an RDD telephone survey to participate in the HFUS2;
- 3.14 Recruit approximately 2,000 Annual Survey respondents to participate in the HFUS2 (“HFUS2 Participants”);
- 3.15 Provide direct, or subcontract out for, in-home medical technicians and laboratory analysis of urine samples
- 3.16 Develop additional survey related materials and ensure that CATI programming is completed and tested;

- 3.17 Develop a plan for maximizing response and participation rates.
- 3.18 Develop a plan to assure a well-trained staff of interviewers and medical technicians for the in-home component.
- 3.19 Assure adequate systems and staff to schedule and reschedule appointments (when necessary) and track the progress of recruitment and completion of 24-hour urine collection for HFUS 2 respondents.
- 3.20 Develop protocols, approved by DOHMH, for medical technicians to go to participant homes and collect and aliquot urine samples and take clinical measurements of blood pressure, height and weight and waist circumference.
- 3.21 Develop a plan for assuring seamless integration of the telephone, home visit and laboratory components;
- 3.22 Purchase and manage collection materials for 24-hour urine collection, to be mailed to study participants;
- 3.23 Conduct a pretest/dress rehearsal of all procedures with at least 20 HFUS2 Participants;
- 3.24 After satisfactory completion of the pretest/dress rehearsal, Contractor would conduct the following:
 - 3.24.1 Collect contact information, schedule and send collection materials to HFUS2 Participants;
 - 3.24.2 Conduct in-home visits with HFUS2 Participants on designated appointment day;
 - 3.24.3 Aliquot a sample of the HFUS2 Participant's urine and prepare for delivery to the laboratory;
 - 3.24.4 Take clinical measurements of blood pressure, height, weight and waist circumference of the HFUS2 Participants;
 - 3.24.5 Deliver the aliquoted urine to a designated laboratory using FedEx or another agreed upon delivery system;
 - 3.24.6 Upon satisfactory completion of the 24 hour urine collection and home visit, deliver an incentive check to the HFUS2 Participants.
- 3.25 Using a secure method of data transmission, provide DOHMH with a final de-identified data set with HFUS2 participant survey responses, laboratory results, blood pressure, height, weight and waist circumference.
- 3.26 Provide accurate and timely statistical consultation to guide the DOHMH in applying appropriate weights to the final data set including the development of design weights to adjust for the

probability of selection and calculating final weights based on raking to population control totals.

3.27 Submit final production and methodology report for the study.

C. Agency Determination Regarding Performance-Based Payment Structure

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

For the Annual Survey:

1. Timely completion of all deliverables as specified below and repeated in Attachment B, Price proposal
2. The total number of completed interviews be completed on time and within budget
3. The final data set should be within 10% of the specified goal for each UHF neighborhood as specified in "UHF Goals" in Appendix D2.1

Annual Survey Deliverables:

Deliverable One – Develop a protocol and sampling plan to address the needs of the complex sample design (including overlapping dual sample frames) and to ensure adequate representation and reliable estimates in all UHF neighborhoods and submit to DOHMH for approval. Purchase telephone sample of list-assisted landline RDD sample and a separate sample of NYC cell phone exchanges. Start-up costs, if any, may be proposed; all start-up cost requests require that the proposer attach a detailed explanation and justification to Attachment B.

Deliverable Two – Program questionnaire into a CATI system. Pretest the CATI program and assure the capacity to leave voicemail messages.

Deliverable Three – Hire and train interviews to collect the data.

- Ensure an adequate number of bilingual interviewers for Spanish, Russian and Chinese interviews.
- Ensure all training materials are ready and approved by DOHMH and confirm training schedule. Vendor is expected to coordinate the schedule with DOHMH so they are able to attend.

Deliverable Four – Conduct the Annual Survey and complete a minimum of 8,500 interviews per calendar year with a minimum of 1,200 completed surveys from cell phones among New York City adult residents.

- Make a minimum of 15 call attempts for RDD interviews and 10 call attempts for cell phone interviews. Provide reimbursement of \$10 to cell phone interview respondents.
- Provide weekly production and disposition reports. Provide weekly reports on the number of completes obtained by UHF neighborhood. Assure a minimum combined (RDD and cell phone sample frames) response rate of 40% and a cooperation rate of 70% using AAPOR Response and Cooperation formula 3.
- Using a secure method of data transmission provide monthly preliminary survey data sets with frequency data
- Provide regular unobtrusive monitoring and supervision of interviewers and provide DOHMH staff with the ability to remotely monitor interviews.

Deliverable Five – Using a secure method of data transmission, provides a final, de-identified SAS formatted dataset with one computer record for each completed interview.

- Provide statistical consulting to guide DOHMH in applying appropriate weights to the final survey data including the development of design weights to adjust for the probability of selection and calculating final weights based on raking to population control totals.
- Provide a final telephone sample disposition report with combined response and cooperation rates for the RDD and cell phone samples. Provide a final methodology report.

For the HFUS2:

1. Timely completion of all deliverables as specified below and repeated in Attachment B, Price proposal
2. The total number of completed follow-up survey interviews and 24 hour urine collection, as well as blood pressure, height, weight, and waist circumference be completed on time and within budget.

HFUS2 Deliverables:

Deliverable One – Kick off meeting to finalize subcontracts (if applicable) for in-home medical technicians and laboratory for analysis of specimen samples.

Deliverable Two – Develop follow-up questionnaire and program into CATI. Ensure the CATI programming is pretested.

Deliverable Three – Develop additional study materials including the development of protocols for medical technicians to go to participant homes and collect clinical samples from participants. Purchase collection materials to be mailed to participants. Develop automated systems to track the progress of recruitment and completion of 24- hour urine collection for CHS HFUS2 respondents

Deliverable Four – Conduct pretest of study procedures with at least 20 participants.

Deliverable Five – **Recruit** approximately 2,000 CHS respondents to participate in the CHS HFUS2.

- Provide weekly reports on study progress
- Conduct in-home visits with respondents on designated appointment day
- Aliquot a sample of the urine and prepare for delivery to the laboratory
- Take clinical measurements of blood pressure, height, weight and waist circumference
- Deliver the aliquoted urine to a designated laboratory using FedEx or another agreed upon delivery system.
- Deliver an incentive check to participants upon completion of the CHS HFUS

Deliverable Six – Conduct laboratory analysis of specimens with the capability of linking lab analyses to individual cases.

Deliverable Seven – Using a secure method of data transmission provide a final, de-identified SAS dataset with one computer record for each completed HFUS participant which includes survey, clinical and laboratory data.

- Provide consultation with DOHMH to create case-level weights to adjust for the probability of selection and calculating final weights based on raking to population control totals. Submit final production and methodology report for the study.

The deliverables listed above represents what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose other deliverables, and/or incentives and disincentives that they believe will achieve the Agency's goals and objectives in a cost-effective manner. **While the proposer's proposed performance-based payment components may not be scored by the Agency's Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to contractors.**

D. Compliance with Local Law 34 of 2007

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

E. Participation by Minority Owned Business Enterprises in City Procurement

The contracts resulting from this RFP will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachments A and B for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors -- part of Attachment C -- if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver request must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be considered. Failure to submit a waiver request or a completed a subcontractor utilization plan will result in a non-responsive determination.

F. Subcontractor Tracking Notice

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

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

G. Whistleblower Protection Expansion Act Rider

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

H. Compliance with the Iran Divestment Act

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

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive. Proposers should clearly mark any section of their proposal that is confidential or proprietary.

A. Proposal Format

1. Proposal Cover Letter

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

2. Technical Proposal

The Technical Proposal is a clear, concise narrative of preferably no more than 50 pages double-spaced that addresses the following:

2.1 Experience

Describe the successful relevant experience of the proposer, and each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III - Scope of Services of the RFP.

For the Annual Survey specifically address the following:

Complex Telephone Survey Data Collection

2.1.1 Describe the proposer's successful experience conducting telephone surveys of similar size and complexity in urban areas such as New York city using both landline telephone (RDD) and cell phone sampling frames in multiple languages including English, Spanish, Russian and Chinese (as required in section III). Proposer should demonstrate at least four (4) years of experience in this area; greater consideration will be given to proposers that demonstrate more than four (4) years of experience.

Data Quality Control

2.1.2 Describe the proposer's successful experience putting systems and procedures in place to monitor and assure data quality. This includes: collecting telephone survey data using CATI programming of questionnaires with at least one centralized CATI facility; conducting regular unobtrusive interview monitoring and supervision; tracking study progress and providing clients with weekly production and disposition reports using

AAPOR response and cooperation rates; and experience providing clients with monthly survey data sets using a secure method of data transmission. Proposer should demonstrate at least four (4) years of experience in this area; greater consideration will be given to proposers that demonstrate more than four (4) years of experience.

Sample Management and Weighting

2.1.3 Describe the proposer’s successful experience managing complex sampling designs including overlapping dual frame samples and providing statistical consulting to final survey data. This includes the development of design weights to adjust for the probability of selection and raking to population control totals using a dual frame (landline and cell phone) design. Proposer should demonstrate at least four (4) years of experience in this area; greater consideration will be given to proposers that demonstrate more than four (4) years of experience.

For the HFUS2, specifically address the following. Proposer should demonstrate at least two (2) years of relevant experience in all of the following areas (either directly or through the use of subcontractors); greater consideration will be given to proposers with more than two (2) years.

Biological Specimen Collection

- 2.1.4 Describe the proposer’s successful experience recruiting participants and managing in-home biological collection from a representative telephone survey. Include experience training and managing licensed and qualified medical technician’s staff for in-home clinical measurement and data collection.
- 2.1.5 Describe the proposer’s successful experience ordering and managing medical supplies for biological specimen collection and experience handling and delivering specimens to a designated laboratory on a regular basis.
- 2.1.6 Describe the proposer’s successful experience tracking and providing weekly progress reports for clients and providing incentives to participants in a timely manner.
- 2.1.7 Describe the proposer’s successful experience providing incentives to survey participants.

In addition, attach the following:

- 2.1.8 At least two (2) relevant letters of references, including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposed sub-contractor if any.
- 2.1.9 For each key staff position, a resume and/or description of the qualifications that will be required.

2.2 Organizational Capability

Demonstrate the proposer’s organizational (i.e., (programmatic, technical, managerial and financial) capability to perform the work described in Section III – Scope of Services of the RFP.

For the Annual Survey specifically address the following:

2.2.1 Demonstrate the proposer’s organizational capability to operationalize a complex telephone survey (with landline and cellphone responses) in an urban environment, including each of the following: maintaining at least one centralized CATI facility; managing complex samples within UHF specifications and tracking the number of completed interviews by UHF neighborhoods; making multiple calls at different times to maximize response rates; having interviewer capacity to conduct telephone surveys in multiple languages (English, Spanish, Russian, Mandarin, Cantonese); providing access to unobtrusive remote monitoring for clients; and providing a secure and confidential environmental for data handling and storage including secure servers and emergency back-up plans.

For the HFUS2, specifically address the following:

2.2.2 Demonstrate the proposer’s organizational capability to conduct the HFUS2 and manage day to day clinical data collection in respondent homes, including each of the following: the capacity to recruit CHS participants; managing qualified and appropriately licensed medical technicians directly or through subcontracts to conduct in-home biological measurements; scheduling collection and home visits; and sending biological specimens to the designated laboratory for analysis as well as tracking the overall progress of the HFUS2.

In addition, attach the following:

- A chart showing where, or an explanation of how, the proposed services for the Annual Survey (CHS 2015-2020) will fit into the proposer’s organization
- A chart showing where, or an explanation of how, the proposed services for the **HFUS2** will fit into the proposer’s organization
- A copy of the proposer’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.

2.3 Proposed Approach

Describe in detail how the proposer will provide the work described in Section III – Scope of Services of this RFP and demonstrate that the proposer’s proposed approach will fulfill the Agency’s goals and objectives.

For the Annual Survey specifically address the following:

Data Quality Control

- 2.3.1 Describe and demonstrate the effectiveness of the proposer’s approach for accomplishing or enhancing the design and implementation of the collection of telephone health survey data as specified in Section III.C.3. to assure each of the following: accurate CATI programming; a well-staffed pool of trained and experienced interviewers in multiple languages with skills in refusal conversion; sufficient number of effective call attempts; weekly production and disposition reports; maximum response and cooperation rates; and the sending of data sets with a secure method of data transmission.

Sample Management and Weighting

- 2.3.2 Describe and demonstrate the effectiveness of the proposer’s approach for the design and implementation of sample management and weighting to assure each of the following: replication of control and successful UHF exchange suppression (or a suggested alternative) for managing the sample (as described in the Appendix A); and accurate and timely consulting to guide DOHMH in the weighting of the final data set to adjust for the probability of selection and calculate final weights based on raking to population control totals.

For the HFUS2, specifically address your approach for the following:

Biological Specimen Collection

- 2.3.3 Describe and demonstrate the effectiveness of the proposer’s approach for accomplishing or enhancing the design and implementation of the collection of in-home biological objective measurements as specified to assure each of the following: a well-staffed and trained pool of interviewers (for the survey component) and medical technicians (for the in-home component); adequate systems and staff to schedule and reschedule (when necessary) and track progress and completes; seamless integration of the various components of the study; secure data transmission; maximum response and participation rates; and providing statistical consulting to guide the DOHMH in applying appropriate weights to the final data set to adjust for the probability of selection and calculating final weights based on raking to population control totals.

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

3. **Price Proposal**

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City’s best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards prescribed below.

3.1 **Proposed Pricing**

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

- 3.1.1 The proposed fee per deliverable, the total cost per completed interview and the total offering price in the format prescribed in the Price Proposal Form attached as Attachment B. The contractor will be paid for each completed interview that is consistent with the sample management plan for UHF neighborhood strata as described in the sampling plan.
- 3.1.2 A detailed explanation and breakdown of how each of the proposed deliverables prices was derived, including a line item breakdown and justification for any requested start-up costs.

4. **Acknowledgment of Addenda**

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

B. Proposal Package Contents (“Checklist”)

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

1. A sealed inner envelope labeled “Program Proposal,” containing one original set and three duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment A)
 - Technical Proposal
 - Narrative
 - References for the Proposer and, if applicable, each Sub-Contractor
 - Resumes and/or Description of Qualifications for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Acknowledgment of Addenda Form (Attachment D)

2. A separate sealed inner envelope labeled “Price Proposal” containing one original set and **three (3)** duplicate sets of the Price Proposal.
 - ❑ Price Proposal
 - ❑ Price Proposal Form (Attachment B)
 - ❑ Detailed explanation and breakdown of how each of the proposed deliverables prices was derived, including a line item breakdown and justification for any requested start-up costs.

3. A separate sealed inner envelope containing:
 - “Subcontractor Utilization Plan” (Attachment C, Schedule B, Part II) or;
 - Approved Waiver of Target Subcontracting Percentage (Attachment C, Schedule B, Part III) or;
 - “Subcontractor Utilization Plan” (Attachment C, Schedule B, Part II) and Approved ***Partial*** Waiver of Target Subcontracting Percentage (Attachment C, Schedule B, Part III)

4. A separate sealed inner envelope labeled "Additional Required Forms" containing original, completed copies of the following forms:
 - ❑ "Doing Business Data Form" (See Attachment E)
 - ❑ Iran Contractor Compliance (See Attachment F)

5. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - ❑ The proposer’s name and address, the Title and PIN of this RFP and the name and telephone number of the Proposer’s Contact Person.
 - ❑ The name, title and address of the Authorized Agency Contact Person.

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist through a natural break in scores. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contract(s) on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and price terms.

B. Evaluation Criteria

- | | |
|--|-----|
| • Demonstrated quantity and quality of successful relevant experience. | 40% |
| • Demonstrated level of organizational capability. | 25% |
| • Quality of proposed approach. | 35% |

C. Basis for Contract Award

A contract award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in the RFP. An award will be made to the highest technically rated proposer that offers a price that does not exceed the maximum available funding set forth in the RFP and is determined to be both fair and reasonable. Contract awarded shall be subject to the timely completion of contraction negotiations between the Agency and the selected proposer and a determination of both vendor responsibility and administrative capability(s).

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

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

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

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

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

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

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

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

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

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

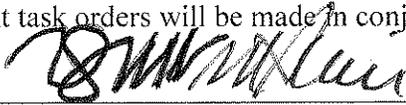
L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required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

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

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

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

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



 (Commissioner) (Agency Chief Contracting Officer)

6/24/13

 Date

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

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

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

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

Procurement Description:

APT EPIN:

Your Name: Kyyon Nelson

Phone: 347-396-2874

Email: knelson2@health.nyc.gov

Please specifically identify the service(s) being procured.

Epi- Community Health Survey: The vendor shall conduct the community health survey throughout New York City, recruit survey participants, manage complex sampling , provide automated tracking systems, specialized production reporting, Computer-assisted interviewing and administer the surveys.

Specialized skill is required for collection of 24 hour urine with biometric measures, blood pressure and anthropometric measures, by a medical technician, nurse or phlebotomist.

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

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

Part 1: Certification of No Displacement

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

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

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

Yes No

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

The Director of Surveys in the Division of Epidemiology, could perform a portion of the the duties listed above, however she is involved full-time with other agency surveys.

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

Yes No

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

The prospective services this Vendor will perform will build upon the previous Community Health Survey work completed by the currebt Vendor.

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

Yes No

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

DOHMH has no other existng staff with the requisite experience, expertise or capacity to perform the services sought via this procurement.

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

1



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

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

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

Part 2: Certification of Displacement



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

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

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

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

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

APPENDIX A

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

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DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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.

Conflicts of Interest

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

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

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

**PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN
OR CLIENT SERVICE CONTRACTS**

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

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

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

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

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

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.

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.

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.

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.

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.

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.

ASSIGNMENT AND SUBCONTRACTING

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.

Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars (\$5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

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

C. All subcontracts shall contain provisions specifying that:

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

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

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

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

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

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

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

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

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

LABOR PROVISIONS

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.

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.

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.

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.

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.

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.

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.

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

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.

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).

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.

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.

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.

Electronic Records

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

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.

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.

COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

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.

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.

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.

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.

INSURANCE

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.

Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, and shall be "occurrence" based rather than “claims-made.”

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

Professional Liability Insurance

A. At the Department’s direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall

include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

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

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

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.

Unemployment Insurance

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

Business Automobile Liability Insurance

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

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

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.

Proof of Insurance

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

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

B. For each policy required under this Agreement, except for Workers’ Compensation Insurance, Disability Benefits Insurance, Employer’s Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the

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

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

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

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

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner of the New York City Department of Health and Mental Hygiene, Gotham Center, 42-09 28th Street, Queens, New York 11101, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and

expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

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

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

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

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

PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

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.

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.

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.

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.

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.

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.

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.

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.

CONTRACT CHANGES

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.

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.

TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

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.

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.

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.

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.

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.

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.

PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

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.

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.

CLAIMS

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.

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.

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.

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.

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.

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.

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.

APPLICABLE LAWS

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.

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.

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.

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.

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.

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.

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.

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.

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.

Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 (“E.O. 150”), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

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

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and

Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

MISCELLANEOUS PROVISIONS

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.

Merger

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

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.

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.

APPENDIX A1: BACKGROUND AND METHODOLOGY OF THE NYC COMMUNITY HEALTH SURVEY

This section is intended to provide an overview of the purpose of the questionnaire and the methodology used to collect data for the CHS. Because the CHS is a surveillance study and follows various trends in health and health behaviors, bidders should retain the essential methodology used for the study. However, DOHMH is also open to methodological innovations to improve the efficiency of data collection.

A. Introduction and Purpose

Since 2002, the DOHMH has collected health surveillance data from approximately 10,000 New Yorkers each year via the Community Health Survey (CHS). Originally modeled after the CDC's Behavioral Risk Factor Surveillance System (BRFSS), the CHS has since been modified to examine NYC-specific health factors and outcomes. The CHS is conducted on an annual basis by the Bureau of Epidemiology Services within the DOHMH's Division of Epidemiology.

The survey is conducted over the telephone and uses an overlapping dual frame stratified random sampling methodology to provide reliable estimates of health and health conditions at the city level, the borough level, and for 42 distinct neighborhoods, defined by zip code. Telephone interviews are obtained from both landline telephones using list-assisted Random Digit Dialing (RDD) sample and from cell phones using a separate sample of random designated cell phone exchanges in New York City. Completes from cell phones include those with individuals who do not have a landline telephone in their home and only have a cell phone (obtained through screening and referred to as cell-only) and those who have both landline telephones and cell phones (referred to as dual-users).

B. Data Collection

Data for the CHS is collected by the calendar year, typically between March and December. The survey instrument is designed by the DOHMH in the late summer and fall for the upcoming survey year. The survey is programmed into a Computer-Assisted Telephone Interviewing (CATI) program to manage both sample management and questionnaire logic. Extensive cognitive testing and pre-testing is conducted by the DOHMH Survey Unit before the instrument is programmed into CATI.

For the landline version of the CHS the data is collected in two roughly-equal "Waves" within a calendar year. Wave 1 is collected during the first half of the year and Wave 2 is collected during the second half, with a one month overlap. The questionnaire used in waves may differ slightly. Conducting the survey in waves reduces seasonal effects and allows for mid-year changes to gathering data on emerging issues not addressed in Wave 1. Data collected using the cell phone sample is collected as a single wave that extends the entire field period of the landline survey.

As stated above, the CHS uses an overlapping dual sampling frame of RDD-landline telephone exchanges and a separate sample of NYC cell phone exchanges. Because of the dual frame sampling approach, the RDD and cell phone samples are managed independently. For the RDD

(landline) sample, when a household is reached, the interviewer conducts an interview with one randomly selected adult household member. More specifically, the interviewer asks how many people age 18 or older live in the household. If there is only one eligible household member, interviewers conduct the interview with that person. If there are two or more adults in the household, the interviewer asks how many of the adults are men and how many are women. The CATI system then randomly selects one adult to be the respondent, distinguishing the selected adult by sex and age (e.g. 'second oldest female'). If the selected adult is available and willing to complete the interview, every effort is made to initiate the survey immediately. If the selected respondent is initially unavailable, prefers to be interviewed in a language the interviewer does not speak, or is unwilling to start the survey, a call-back is scheduled for a later time to complete the interview. Once an adult is selected within a sampled household, substitution of respondents is not acceptable. Also, because it is more difficult to reach and obtain cooperation from males, the random selection in multiple-adult households is slightly biased towards men: 60-40.

This method of random within-household selection was selected because other methods, such as the 'last birthday' and household enumeration have been shown to result in more hang ups in NYC.

There is no within household selection for the cell phone sampling frame. Rather, when a potential respondent is reached on a cell phone several questions are asked to determine age eligibility (18 years or older), New York City residence and if the person lives in a private residence. Because of the nature of cell phone technology, once eligibility is determined the 'owner' of the cell phone is invited to participate. Within household selection of a random adult is not done in the cell phone sample because of the personal nature of cell phone technology. For some cell phone interviews, additional screening is used to determine whether or not the individual also has a landline telephone at home. This is done to assure that cell phone-only New Yorkers are adequately represented. For example, in 2012 the CHS will collect a total sample size of 8,700, including: 7,000 landline interviews and 1,700 cell phone interviews (20% of the total number of interviews). Cell-only respondents will make up 1,125 (or 13% of the total number of completes) and Dual Users will make up 575 (or 7% of total number of completes).

Data collection is collected systematically to assure that potential respondents are given equal opportunity to complete the interview at different times of the day and on different days of the week. Each sampled household receives at least two daytime calls, two afternoon calls and six evening and weekend calls. For the RDD (landline) sample, a minimum of 15 calls are made to obtain an interview with the selected adult within an eligible household, to determine that a sampled number is ineligible for interviewing, or until there is a second refusal by the selected respondent within a contacted household.. For the cell phone sample, a minimum of 10 calls are made to obtain an interview with the owner of the cell phone, to determine that a sampled number is ineligible for interviewing, or until there is a second refusal.

Throughout the data collection period, supervisors conduct random monitoring of individual interviewers, simultaneously listening to the interview while viewing the data being entered by the interviewer. DOHMH Survey Unit members also monitor interviewers and provide feedback to the supervisors regarding specific interviews and on the general operations of the study.

Feedback is given to interviewers on a regular basis to help them develop and maintain skills in standardized interviewing techniques.

New York City is one of the most diverse cities in the world, with forty percent of its adult population foreign born. Because of this, the CHS is translated from English into Spanish, Mandarin, and Russian. The survey is programmed into CATI for both English and Spanish. Paper copies of the Mandarin and Russian translations are used by bilingual interviewers while entering responses into the CATI. In previous years, 82.9% of interviews have been conducted in English, 12.4% in Spanish, 2.2% in Russian, 2.5% in Chinese.

C. Sample Design and Management

As was stated earlier, the sample of the CHS is designed to generalize to the New York City residential adult population age 18 and older, and to allow for analysis at the city, borough and neighborhood levels.

Data for the CHS is collected using a stratified random sampling design (RDD) with 42 disproportionate strata. The United Hospital Fund (UHF) has defined 42 neighborhoods which make up New York City and are defined by zip codes. Completed interviews are assigned to these strata on the basis of self-reported zip codes corresponding to the UHF neighborhood definitions. Zip code location is the first question asked in the survey. Appendix D1 provides the zip code definitions for each neighborhood strata. Appendix D2.1 provides annual interviewing goals for each of the 42 neighborhood strata.

Landline Sample Management

In accordance with the sample design discussed above, for landlines the sample is drawn using a standard list-assisted random digit dialing (RDD) methodology. Every active block of telephone numbers (area code + exchange + two-digit block number) that contains one or more residential directory listings is equally likely to be selected. This method assures that every assigned telephone number regardless of whether that number is directory listed, unlisted or too new to be listed has the same chance of being dialed. The sample is purchased from an outside vendor and screened before dialing to remove ineligible numbers such as listed businesses and easily identified non-working numbers. Sample is released sequentially for dialing in replicates of 1,000 numbers each (before automated screening).

The CHS is designed to provide reliable estimates of health and health conditions at the city level, the borough level, and for 42 distinct neighborhoods. The number of desired interviews in these 42 neighborhood strata is generally disproportionate to the number of completed interviews that would occur from a citywide RDD sample. With the goal of an equal probability of selection method (EPSEM) interviewing within each stratum, the DOHMH has developed a replicate control system to be used with the sequential release of RDD replicates.

Replicate controls provide a soft control on the number of interviews completed in each stratum by limiting the replicates from which a household located in that neighborhood can be

interviewed. Each neighborhood strata have a ‘trigger’ number of completes (set below the desired number of completed interviews for the strata). Once this trigger is reached, for example at replicate f , households located in that neighborhood can only be interviewed if they are from replicates $a - f$. A household from replicate g that is located in the neighborhood, based on the contact-reported zip code, would be screened out as "replicate-ineligible".

Replicate control triggers are calculated by the DOHMH using data from previous waves of the CHS and the relationship between the desired interviews and the number of households in each neighborhood area. Regardless of how well triggers for the neighborhood strata are set, it is not possible to know exactly how many additional interviews will be completed in a neighborhood as replicates are worked to completion.

As more neighborhoods reach their replicate limits and are closed to numbers from higher unopened replicates, more households are ineligible for interviewing once their location has been determined. To increase the efficiency of screening, the CHS uses an innovative ‘exchange suppression’ methodology to remove sample that is extremely unlikely to be eligible from replicates before they are released.

Exchange suppression uses the most current exchange and zip code data available for all listed residential numbers in New York City. This information is used to identify telephone exchanges from which numbers are very likely to be located in strata that are closed for higher replicates, where more than 85% of the live contacts from the exchange report a zip code within a neighborhood (or neighborhoods) closed to higher replicates. Once these exchanges are identified, telephone numbers with these exchanges are suppressed only from higher, unopened replicates. This greatly increases the efficiency of reaching and identifying qualified households.

Cell Phone Sample Management

Sample for the cell phone version of the CHS includes numbers from the five counties that comprise New York City (Bronx, Kings, New York, Queens and Richmond). Federal law prohibits the use of certain technologies that are common in landline (RDD) samples, such as auto-dialers. Sample records are randomly grouped into replicates of 100, with all sample records in a replicate released at the same time. The smaller replicate size of the cell phone sample allows for better control of the pace of data collection. In order to achieve the desired number of interviews from cell-only and dual user households, half of the cell sample replicates are randomly designated to screen for cell-only households. As opposed to the landline sample, interviews in the cell phone sample are not controlled below the city-level and there are no cell sample UHF targets. Exchange suppression is also not used for the cell phone sample. However, for tracking purposes, the estimated number of completed cell phone interviews is calculated and tracked by UHF neighborhood. The number of cell phone completes with cell-only and dual users are also tracked.

D. Data Processing and Weighting

At the end of a survey year, the vendor provides DOHMH with a complete formatted SAS data set. The data are further cleaned, recoded, formatted, and weighted by the DOHMH. Cases must

have non-missing values for at least three or more of the following variables: age, sex, Hispanic status, race, marital status, education, employment and phone (number of landline telephones in the household) in order to be considered ‘complete’.

CHS data is weighted to adjust for the probability of selection (based on household size and residential phone lines), and the replicate-exchange sampling methodology. Raking (also called raking weights) is done to match the sample to Census data on neighborhood gender-age groups and race/ethnicity, and to American Community Survey data on education, marital status, the number of adults in the household and presence of children in the household, at the borough level. Additional borough-level weights are also applied to match estimates of telephone usage groups (i.e., landline-only, landline and cell phone, cell phone-only) from the NYC Housing and Vacancy Survey.

E. Limitations

The Community Health Survey is representative of adult New Yorkers 18 years and older living in private residences. Not included in the current sampling frame are adults living group quarters (e.g., institutions, correctional facilities, college dorms or other group residences) or without landline or cellular telephone service.

APPENDIX B

BACKGROUND AND METHODOLOGY FOR THE CHS HEART FOLLOW-UP STUDY

Overview of the Baseline Heart Follow-up Study Methodology

This section provides an overview to the methodology used to conduct a baseline CHS Heart Follow-up Study in 2010. The CHS HFUS2 anticipated for 2015 will be a follow-up to the baseline.

To obtain a representative sample of adult New Yorkers, the baseline HFUS used the 2010 NYC CHS to recruit participants (refer to Appendix A for more information on the CHS methodology). The 2010 CHS provided comprehensive health information for a cross-sectional representative sample of adult New Yorkers, making it ideal to use as a recruitment vehicle for the HFUS. When the HFUS is repeated (in 2015) it will use the 2015 CHS to recruit participants.

The advantages of using the established CHS to recruit for HFUS included:

- Linking the comprehensive health information available in the CHS with additional follow-up questions and laboratory data collected from HFUS recruits;
- Cost savings, as the CHS provided a representative cross-sectional sample of the adult NYC population.
- Higher recruitment, as those who completed the CHS were thought to be more likely to participate in HFUS than using a separate RDD sample of respondents who were cold-called.

At baseline, interviewers effectively recruited participants by telephone with no clinical or in-person contact before the participant completed their 24-hour urine collection. The success of the baseline HFUS was due in large part to the development of user-friendly instructions and materials (created by DOHMH), reminder calls, a substantial incentive and a toll-free helpline.

Recruitment and Participation in the CHS 2010 Heart Follow-up Study

HFUS recruits were asked to complete a brief follow-up interview to the CHS which included additional questions about nutrition, personal and family history of CVD and other CVD risk factors. Recruits were also asked to collect urine for a 24-hour period, agree to a brief in-home medical exam. Instructions and materials for urine collection were mailed to participants, and once the collection was complete, medical technicians visited participant homes to aliquot a sample of the urine. At the home visit the technician also took three seated blood pressure readings and anthropometric measurements (height, weight, and waist circumference). Following the home visit, the 24-hour urine samples were mailed to a subcontracted laboratory for analysis. HFUS participants were provided with an incentive of \$100 upon completion of 24-hour urine collection and the home visit (see Figure 1 for a diagram of the overall study process).

At the end of the 2010 CHS interview, respondents were screened for eligibility in the HFUS. A total of 6,432 CHS respondents were screened for eligibility, of which 512 (8.1%) were ineligible. This resulted in a pool of 5,830 eligible respondents. The research team anticipated that approximately 30% of CHS respondents would be willing to participate, but ultimately 39.5% (or 2,305 respondents) agreed to participate. A total of 1,787 (out of 5,830 eligible) participants provided a 24-hour urine collection. The final participation rate was 30.7% (see Figures 2 and 3).

Calculation of Study Participation Rates

The CHS HFUS required participation in two phases. In the first phase, an interview was administered to a randomly selected adult in each sample household in NYC. In the second phase eligible adults were asked to participate in the 24-hour urine collection. We report the response rate for each phase of data collection: the household survey response rate and the percent of eligible adults participating in the 24-hour urine collection¹.

AAPOR has published standards for the calculation of response rates in random-digit dialing telephone surveys². Following the approach used in the Behavioral Risk Factor Surveillance System (BRFSS), we selected AAPOR response rate 4 which includes partial interviews in the numerator of the response rate calculation. The response rate for the combined landline and cellular sample is 37.5%. In calculating the response rate we omitted the last 20 landline replicates which were released close to the end of the field period. Telephone numbers in these replicates had an average of 3.7 calls made when recruitment ended versus an average of 9.2 calls for telephone numbers in earlier replicates. In excluding these replicates, we removed only 211 completed interviews from the numerator of the response rate calculation.

Participation in the 24-hour urine collection required that the sampled adult complete the supplemental six-minute follow up interview on additional cardiovascular risk factors. From the 6,799 adults who completed the CHS interview, 5,830 cases were identified as eligible for the study. Of these, 1,787 provided 24-hour urine samples, yielding a participation rate of 30.7% for this phase of the study (see Figures 2 and 3).

Post-survey Weighting

The HFUS data was weighted to account for probability of selection, calculation of a design weight and the calculation of a final weight by raking to population control totals.

Input weights

Input weights were calculated for RDD interviews to adjust for the household's probability of selection (number of residential phone lines) and for the probability of selection for the CHS respondents (number of adults in the household), along with an adjustment for landline non-

¹ For the two phases of data collection, the overall response rate is the product of the RDD response rate and the 24 hour urine collection participation rate. The overall response rate for the two phases of data collection is 11.5%.

² *Standard Definitions* Final Dispositions of Case Codes and Outcome Rates for Surveys. American Association of Public Opinion Research, 7th Edition, Revised 2011.

coverage that gives additional weight to respondents in households that have experienced more than one week's interruption in landline service in the past 12 months.³

Imputation of missing data

Deductive imputation and hot-deck imputation (both using SUDAAN) were used to fill in missing values on variables used in the weighting. Borough, age group, and race/ethnicity were used to form the hot-deck imputation cells.

Post-stratification weighting

Post-stratification weights to adjust for differential nonresponse were calculated for the 24-hour urine sample by simultaneously raking along the following dimensions: geographic distribution to account for the disproportionate stratum design of the CHS, gender by age at both the borough and citywide levels, race/ethnicity at the borough and citywide levels, marital status at the citywide level, educational attainment at the citywide level, and telephone usage group. (Where the sample had fewer than 10 cases in a gender/age category, this category was collapsed into the largest adjacent age category within gender.) Raking was constrained to prevent extreme case-level weights and resulting sample variance.

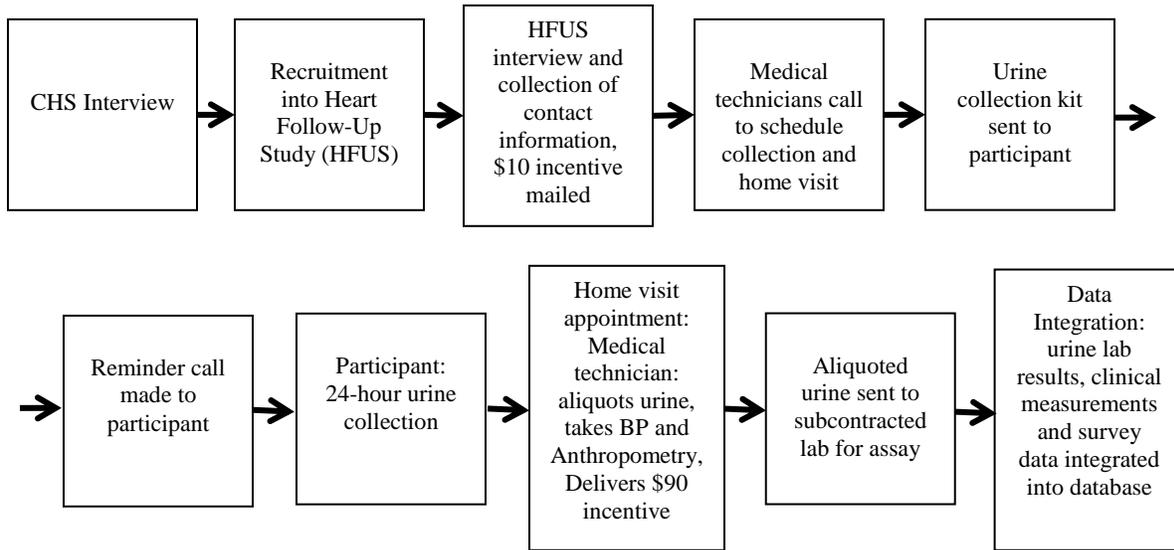
All weights sum to the 2006-2008 American Community Survey Public Use Microdata Sample (ACS) population estimate of 6,222,961 adults living in households in NYC. ACS data provided all gender, age, race/ethnicity, education, and marital status population totals used for weighting.

List of Figures

- Figure 1 provides a diagram of the overall study process, starting with the CHS interview and ending with the integration of survey results, clinical measurements of blood pressure, height, weight and waist circumference and laboratory results.
- Figure 2 provides diagrams of study participation including telephone sample call dispositions.
- Figure 3 provides a participation diagram specific to the HFUS.

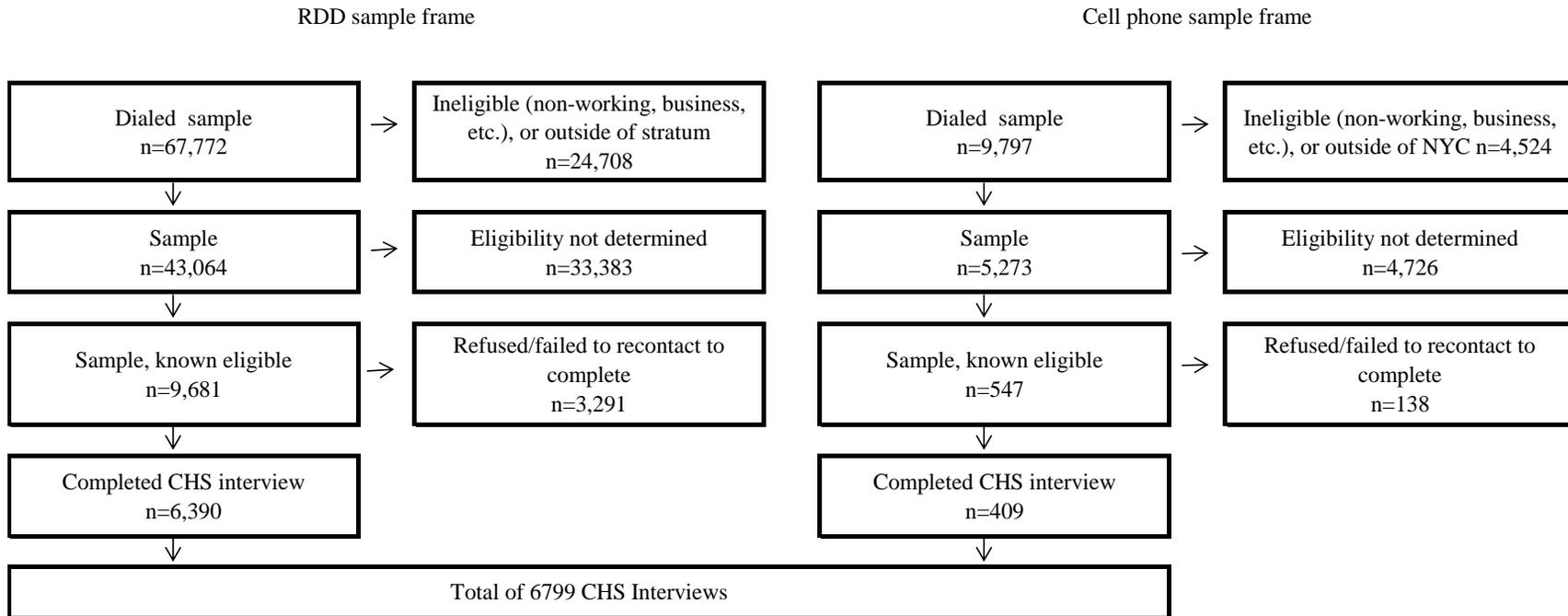
³ Martin R Frankel, KP Srinath, David C Hoaglin, Michael P Battaglia, Philip J Smith, Robert A Wright, and Meena Khare. 2003. Adjustments for non-telephone bias in random-digit-dialing surveys. *Statistics in Medicine* 22:1611–1626

Figure 1: Flow diagram of the overall study process.



Study Participation Diagrams

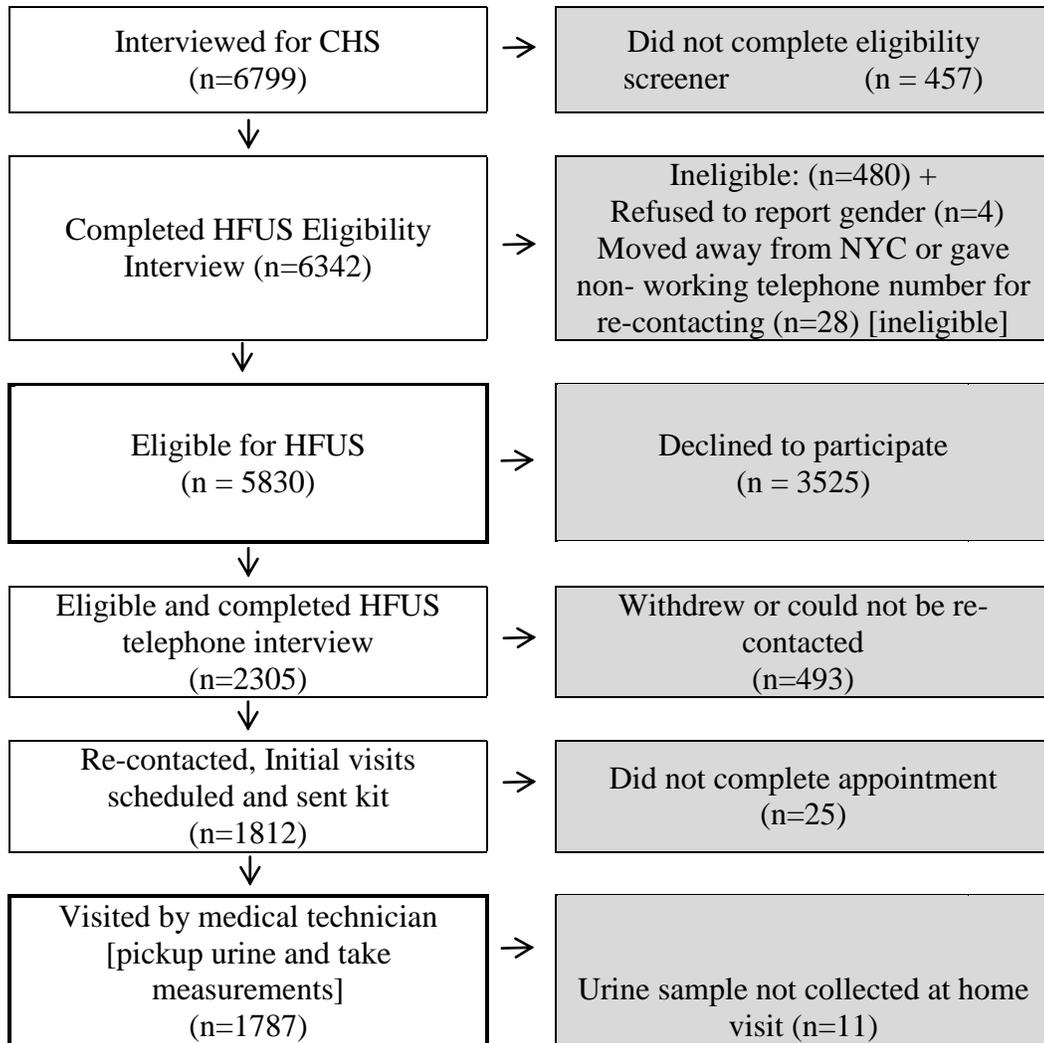
Figure 2
2010 CHS Sample to Contact HFUS Participants (RDD)



Note: The not dialed numbers included both listed and unlisted business numbers that were excluded because they were called and determined to be business numbers.

Figure 3

HFUS 24-hour Urine Collection Study Participation Diagram



APPENDIX C

**EXAMPLE OF WEEKLY AND FINAL DISPOSITION REPORT(S) WITH
RESPONSE RATE AND COOPERATION RATE FORMULAS**

Interview (Category 1)	AAPOR Disposition Codes	Date
Complete	1.000	
Screen-outs	1.100	
Partial	1.200	
Eligible, non-interview (Category 2)		
Refusal and breakoff	2.100	
Refusal	2.110	
Household-level refusal	2.111	
Known-respondent refusal	2.112	
Break off	2.120	
Non-contact	2.200	
Respondent never available	2.210	
Telephone answering device (confirming HH)	2.220	
Answering machine household-no message left	2.221	
Answering machine household-message left	2.222	
Other, non-refusals	2.300	
Deceased respondent	2.310	
Physically or mentally unable/incompetent	2.320	
Language problem	2.330	
Household-level language problem	2.331	
Respondent language problem	2.332	
No interviewer available for needed language	2.333	
Miscellaneous	2.350	
Unknown eligibility, non-interview (Category 3)		
Unknown if housing unit	3.100	
Not attempted or worked	3.110	
Always busy	3.120	
No answer	3.130	
Answering machine-don't know if household	3.140	
Call blocking	3.150	
Technical phone problems	3.160	
Housing unit, unknown if eligible respondent	3.200	
No screener completed	3.210	

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Other	3.900	
Not eligible (Category 4)		
Out of sample - other strata than originally coded	4.100	
Fax/data line	4.200	
Non-working/disconnect	4.300	
Non-working number	4.310	
Disconnected number	4.320	
Temporarily out of service	4.330	
Special technological circumstances	4.400	
Number changed	4.410	
Cell phone	4.420	
Call forwarding	4.430	
Residence to residence	4.431	
Non-residence to residence	4.432	
Pager	4.440	
Nonresidence	4.500	
Business, government office, other organizations	4.510	
Other	4.900	
Total phone numbers used		
Completes and Screen-Outs (1.0/1.1)	I	
Partial Interviews (1.2)	P	
Refusal and break off (2.1)	R	
Non Contact (2.2)	NC	
Other (2.3)	O	
Unknown household (3.1)	UH	
Unknown other (3.2, 3.9)	UO	
Not Eligible (4.0)	NE	
e = Estimated proportion of cases of unknown eligibility that are eligible.		
$(I+P+R+NC+O)/((I+P+R+NC+O)+NE)$		
Response Rate 1		
$I/(I+P) + (R+NC+O) + (UH+UO)$		
Response Rate 2		
$(I+P)/(I+P) + (R+NC+O) + (UH+UO)$		
Response Rate 3		
$I/((I+P) + (R+NC+O) + e(UH+UO))$		
Response Rate 4		

Bureau of Epidemiology Services Community Health Survey

$(I+P)/((I+P) + (R+NC+O) + e(UH+UO))$	
)	
Cooperation Rate 1	
$I/(I+P)+R+O$	
Cooperation Rate 2	
$(I+P)/((I+P)+R+O)$	
Cooperation Rate 3	
$I/((I+P)+R)$	
Cooperation Rate 4	
$(I+P)/((I+P)+R)$	
Refusal Rate 1	
$R/((I+P)+(R+NC+O) + UH + UO)$	
Refusal Rate 2	
$R/((I+P)+(R+NC+O) + e(UH + UO))$	
Refusal Rate 3	
$R/((I+P)+(R+NC+O))$	
Contact Rate 1	
$(I+P)+R+O / (I+P)+R+O+NC+ (UH + UO)$	
Contact Rate 2	
$(I+P)+R+O / (I+P)+R+O+NC + e(UH+UO)$	
Contact Rate 3	
$(I+P)+R+O / (I+P)+R+O+NC$	

APPENDIX D1**CHS NEIGHBORHOOD ZIP CODE DEFINITIONS**

BOROUGH	UHF NAME	ZIP CODES
Bronx		
101	Kingsbridge - Riverdale	10463, 10471
102	Northeast Bronx	10466, 10469, 10470, 10475
103	Fordham - Bronx Park	10458, 10467, 10468
104	Pelham - Throgs Neck	10461, 10462, 10464, 10465, 10472, 10473
105	Crotona - Tremont	10453, 10457, 10460
106	High Bridge - Morrisania	10451, 10452, 10456
107	Hunts Point - Mott Haven	10454, 10455, 10459, 10474
Brooklyn		
201	Greenpoint	11211, 11222
202	Downtown - Heights - Slope	11201, 11205, 11215, 11217, 11231
203	Bedford Stuyvesant - Crown Heights	11212, 11213, 11216, 11233, 11238
204	East New York	11207, 11208
205	Sunset Park	11220, 11232
206	Borough Park	11204, 11218, 11219, 11230
207	East Flatbush - Flatbush	11203, 11210, 11225, 11226
208	Canarsie - Flatlands	11234, 11236, 11239
209	Bensonhurst - Bay Ridge	11209, 11214, 11228
210	Coney Island - Sheepshead Bay	11223, 11224, 11229, 11235
211	Williamsburg - Bushwick	11206, 11221, 11237
Manhattan		
301	Washington Heights - Inwood	10031, 10032, 10033, 10034, 10040
302	Central Harlem - Morningside Heights	10026, 10027, 10030, 10037, 10039
303	East Harlem	10029, 10035
304	Upper West Side	10023, 10024, 10025, 10069
305	Upper East Side	10021, 10028, 10044, 10128, 10162, 10065, 10075
306	Chelsea - Clinton	10001, 10011, 10018, 10019, 10020, 10036, 10103, 10119, 10199
307	Gramercy Park - Murray Hill	10010, 10016, 10017, 10022, 10165, 10171, 10170, 10173
308	Greenwich Village - SoHo	10012, 10013, 10014
309	Union Square - Lower East Side	10002, 10003, 10009
310	Lower Manhattan	10004, 10005, 10006, 10007, 10038, 10280, 10282, 10048
Queens		
401	Long Island City - Astoria	11101, 11102, 11103, 11104, 11105, 11106, 11109
402	West Queens	11368, 11369, 11370, 11372, 11373,

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		11377, 11378
403	Flushing - Clearview	11354, 11355, 11356, 11357, 11358, 11359, 11360
404	Bayside - Little Neck	11361, 11362, 11363, 11364
405	Ridgewood - Forest Hills	11374, 11375, 11379, 11385
406	Fresh Meadows	11365, 11366, 11367
407	Southwest Queens	11414, 11415, 11416, 11417, 11418, 11419, 11420, 11421
408	Jamaica	11412, 11423, 11432, 11433, 11434, 11435, 11436, 11430
409	Southeast Queens	11001, 11004, 11005, 11040, 11411, 11413, 11422, 11426, 11427, 11428, 11429, 11003
410	Rockaway	11691, 11692, 11693, 11694, 11697

APPENDIX D1

CHS NEIGHBORHOOD ZIP CODE DEFINITIONS CONTINUED

BOROUGH	UHF NAME	ZIP CODES
Staten Island		
501	Port Richmon	10302, 10303, 10310
502	Stapleton - St. George	10301, 10304, 10305
503	Willowbrook	10314
504	South Beach - Tottenville	10306, 10307, 10308, 10309, 10312

APPENDIX D2.1

CHS UHF NEIGHBORHOOD YEARLY TARGET GOALS FOR LANDLINES

Borough	UHF	UHF NAME	ZIP CODES	CHS Landline Goal Total = 7,000
Bronx	101	Kingsbridge - Riverdale	10463, 10471	140
	102	Northeast Bronx	10466, 10469, 10470, 10475	125
	103	Fordham - Bronx Park	10458, 10467, 10468	125
	104	Pelham - Throgs Neck	10461, 10462, 10464, 10465, 10472, 10473	125
	105	Crotona - Tremont	10453, 10457, 10460	200
	106	High Bridge - Morrisania	10451, 10452, 10456	180
	107	Hunts Point - Mott Haven	10454, 10455, 10459, 10474	160
Brooklyn	201	Greenpoint	11211, 11222	170
	202	Downtown - Heights - Park Slope	11201, 11205, 11215, 11217, 11231	170
	203	Bedford Stuyvesant	11212, 11213, 11216, 11233, 11238	160
	204	East New York	11207, 11208	185
	205	Sunset Park	11220, 11232	125
	206	Borough Park	11204, 11218, 11219, 11230	120
	207	East Flatbush - Flatbush	11203, 11210, 11225, 11226	120
	208	Canarsie - Flatlands	11234, 11236, 11239	125
	209	Bensonhurst - Bay Ridge	11209, 11214, 11228	115
	210	Coney Island - Sheepshead Bay	11223, 11224, 11229, 11235	145
	211	Williamsburg - Bushwick	11206, 11221, 11237	180
Manhattan	301	Washington Heights - Inwood	10031, 10032, 10033, 10034, 10040	310
	302	Central Harlem - Morningside Heights	10026, 10027, 10030, 10037, 10039	230
	303	East Harlem	10029, 10035	145
	304	Upper West Side	10023, 10024, 10025, 10069	270
	305	Upper East Side	10021, 10028, 10044, 10128, 10162, 10065, 10075	170

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306	Chelsea - Clinton	10001, 10011, 10018, 10019, 10020, 10036, 10103, 10119, 10199	290
307	Gramercy Park - Murray Hill	10010, 10016, 10017, 10022, 10165, 10171, 10170, 10173	270
308	Greenwich Village - Soho	10012, 10013, 10014	155
309	Union Square - Lower East Side	10002, 10003, 10009	310
310	Lower Manhattan	10004, 10005, 10006, 10007, 10038, 10280, 10282, 10048	85

APPENDIX D2.1

**CHS UHF NEIGHBORHOOD YEARLY TARGET GOALS FOR LANDLINES
CONTINUED**

Borough	UHF	UHF NAME	ZIP CODES	CHS Landline Goal Total = 7,000
Queens	401	Long Island City - Astoria	11101, 11102, 11103, 11104, 11105, 11106, 11109	145
	402	West Queens	11368, 11369, 11370, 11372, 11373, 11377, 11378	125
	403	Flushing - Clearview	11354, 11355, 11356, 11357, 11358, 11359, 11360	200
	404	Bayside - Little Neck	11361, 11362, 11363, 11364	130
	405	Ridgewood - Forest Hills	11374, 11375, 11379, 11385	130
	406	Fresh Meadows	11365, 11366, 11367	125
	407	Southwest Queens	11414, 11415, 11416, 11417, 11418, 11419, 11420, 11421	135
	408	Jamaica	11412, 11423, 11432, 11433, 11434, 11435, 11436, 11430	225
	409	Southeast Queens	11001, 11004, 11005, 11040, 11411, 11413, 11422, 11426, 11427, 11428, 11429, 11003	190
	410	Rockaway	11691, 11692, 11693, 11694, 11697	140
Staten Island	501502	501/502 Port Richmond/Stapleton	10302, 10303, 10310, 10301, 10304, 10305	250
	503504	503/504 Willowbrook/South Beach	10314, 10306, 10307, 10308, 10309, 10312	300
Unknown	999	Unknown UHF		

TOTAL

7000

Borough	Goal
Bronx	1055
Brooklyn	1615
Manhattan	2235
Queens	1545
Staten Island	550
Unknown	

APPENDIX D2.2

CHS UHF NEIGHBORHOOD YEARLY ESTIMATED COMPLETES FOR CELL PHONES

Borough	UHF	UHF NAME	ZIP CODES	Cell Phone Estimated Completes
Bronx	101	Kingsbridge - Riverdale	10463, 10471	17
	102	Northeast Bronx	10466, 10469, 10470, 10475	22
	103	Fordham - Bronx Park	10458, 10467, 10468	50
	104	Pelham - Throgs Neck	10461, 10462, 10464, 10465, 10472, 10473	63
	105	Crotona - Tremont	10453, 10457, 10460	49
	106	High Bridge - Morrisania	10451, 10452, 10456	52
	107	Hunts Point - Mott Haven	10454, 10455, 10459, 10474	27
Brooklyn	201	Greenpoint	11211, 11222	20
	202	Downtown - Heights - Park Slope	11201, 11205, 11215, 11217, 11231	58
	203	Bedford Stuyvesant	11212, 11213, 11216, 11233, 11238	77
	204	East New York	11207, 11208	50
	205	Sunset Park	11220, 11232	28
	206	Borough Park	11204, 11218, 11219, 11230	56
	207	East Flatbush - Flatbush	11203, 11210, 11225, 11226	78
	208	Canarsie - Flatlands	11234, 11236, 11239	45
	209	Bensonhurst - Bay Ridge	11209, 11214, 11228	34
	210	Coney Island - Sheepshead Bay	11223, 11224, 11229, 11235	44
	211	Williamsburg - Bushwick	11206, 11221, 11237	47
Manhattan	301	Washington Heights - Inwood	10031, 10032, 10033, 10034, 10040	49
	302	Central Harlem - Morningside Heights	10026, 10027, 10030, 10037, 10039	50
	303	East Harlem	10029, 10035	38
	304	Upper West Side	10023, 10024, 10025, 10069	50
	305	Upper East Side	10021, 10028, 10044, 10128, 10162, 10065, 10075	44

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	306	Chelsea - Clinton	10001, 10011, 10018, 10019, 10020, 10036, 10103, 10119, 10199	25
	307	Gramercy Park - Murray Hill	10010, 10016, 10017, 10022, 10165, 10171, 10170, 10173	19
	308	Greenwich Village - Soho	10012, 10013, 10014	13
	309	Union Square - Lower East Side	10002, 10003, 10009	45
	310	Lower Manhattan	10004, 10005, 10006, 10007, 10038, 10280, 10282, 10048	11

APPENDIX D2.2

**CHS UHF NEIGHBORHOOD YEARLY ESTIMATED COMPLETES FOR CELL PHONES
CONTINUED**

Borough	UHF	UHF NAME	ZIP CODES	Cell Phone Estimated Completes
Queens	401	Long Island City - Astoria	11101, 11102, 11103, 11104, 11105, 11106, 11109	52
	402	West Queens	11368, 11369, 11370, 11372, 11373, 11377, 11378	116
	403	Flushing - Clearview	11354, 11355, 11356, 11357, 11358, 11359, 11360	30
	404	Bayside - Little Neck	11361, 11362, 11363, 11364	25
	405	Ridgewood - Forest Hills	11374, 11375, 11379, 11385	64
	406	Fresh Meadows	11365, 11366, 11367	16
	407	Southwest Queens	11414, 11415, 11416, 11417, 11418, 11419, 11420, 11421	56
	408	Jamaica	11412, 11423, 11432, 11433, 11434, 11435, 11436, 11430	63
	409	Southeast Queens	11001, 11004, 11005, 11040, 11411, 11413, 11422, 11426, 11427, 11428, 11429, 11003	30
	410	Rockaway	11691, 11692, 11693, 11694, 11697	28
Staten Island	501502	501/502 Port Richmond/Stapleton	10302, 10303, 10310, 10301, 10304, 10305	34
	503504	503/504 Willowbrook/South Beach	10314, 10306, 10307, 10308, 10309, 10312	25
Unknown	999	Unknown UHF		

TOTAL 1700

Cell Completes by Borough	Estimated
Bronx	280
Brooklyn	537
Manhattan	344
Queens	480
Staten Island	59
Unknown	

TOTAL 1700

Cell Completes by User Type	Goal

Bureau of Epidemiology Services Community Health Survey

Dual Users	575
Cell-only	1125
Landline-only	--
TOTAL	1700

APPENDIX D3

CHS NEIGHBORHOOD WEEKLY REPORT

Date:

UHF		Target Goal	COMPLETES	% OF GOAL	TRIGGER	% OF TRIGGER
000	Unknown (not in defined UHF or 99999)					
101	Kingsbridge - Riverdale	150	80	53%	144	56%
102	Northeast Bronx	200	101	51%	173	58%
103	Fordham - Bronx Park	150	73	49%	117	62%
104	Pelham - Throgs Neck	200	98	49%	175	56%
105	Crotona - Tremont	300	90	30%	300	30%
106	High Bridge - Morrisania	300	75	25%	375	20%
107	Hunts Point - Mott Haven	175	100	57%	153	65%
201	Greenpoint	150	75	50%	147	51%
202	Downtown - Heights - Slope	300	132	44%	264	50%
203	Bedford Stuyvesant	575	200	35%	448	45%
204	East New York	185	82	44%	149	55%
205	Sunset Park	139	66	47%	131	50%
206	Borough Park	272	125	46%	216	58%
207	East Flatbush - Flatbush	375	150	40%	367	41%
208	Canarsie - Flatlands	200	78	39%	170	46%
209	Bensonhurst - Bay Ridge	300	105	35%	282	37%
210	Coney Island - Sheepshead Bay	309	184	60%	256	72%
211	Williamsburg - Bushwick	292	87	30%	292	30%
301	Washington Heights - Inwood	300	142	47%	267	53%
302	Central Harlem - Morningside Ht	348	78	22%	348	22%
303	East Harlem	250	65	26%	250	26%
304	Upper West Side	150	120	80%	116	103%
305	Upper East Side	190	135	71%	151	89%
306	Chelsea - Clinton	160	76	48%	146	52%
307	Gramercy Park - Murray Hill	160	73	46%	137	53%
308	Greenwich Village - Soho	100	45	45%	81	56%
309	Union Square - Lower East Side	190	105	55%	160	66%
310	Lower Manhattan	70	35	50%	70	50%
401	Long Island City - Astoria	300	167	56%	275	61%
402	West Queens	300	145	48%	227	64%
403	Flushing - Clearview	200	100	50%	153	65%
404	Bayside - Little Neck	75	29	39%	58	50%
405	Ridgewood - Forest Hills	250	133	53%	206	65%
406	Fresh Meadows	150	101	67%	142	71%
407	Southwest Queens	320	197	62%	311	63%
408	Jamaica	320	107	33%	282	38%
409	Southeast Queens	250	113	45%	240	47%
410	Rockaway	135	79	59%	130	61%

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501	Port Richmond	125	77	62%	118	65%
502	Stapleton - St. George	195	102	52%	167	61%
503	Willowbrook	135	88	65%	123	72%
504	South Beach - Tottenville	255	156	61%	227	69%
TOTAL						

APPENDIX D3

CHS NEIGHBORHOOD WEEKLY REPORT

	Completes by Borough	PCT
Bronx	617	14.1%
Brooklyn	1284	29.4%
Manhattan	874	20.0%
Queens	1171	26.8%
Staten Island	423	9.7%
Unknown (not defined UHF or 99999)	0	0.0%
Total	4369	100.0%

PCT of Goal	46.0%
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**APPENDIX E
SAMPLE CHS QUESTIONNAIRE**

Hello, My name is _____, and I am calling on behalf of the New York City Department of Health from Abt-SRBI. We're conducting an important study to improve the health of New Yorkers. Your household has been randomly chosen to represent your neighborhood. All answers you give will be confidential.

[IF NEEDED] You don't have to give me any personal identifying information such as your full name or address.

REASONS TO CALL-BACK

- 01 No answer
- 02 Busy
- 03 Call-back
- 04 Answering machine
- 05 Spanish interviewer needed
- 06 Other language needed
- 07 END OF SHIFT/NUMBER NEVER TRIED

REASONS NOT TO CALL-BACK

- 11 Refused
- 12 Non-working/disconnected number
- 13 Non-residential number
- 14 Number-change
- 15 Fax machine
- 16 Beeper/Cell phone
- 17 Other phone problem
- 18 Physically/mentally unable

Q ZIP To make sure that your neighborhood is correctly identified, could I please have your five-digit zip code?

RECORD 77777 FOR DK
RECORD 99999 FOR Ref.

IF Q ZIP DOES NOT FALL IN PREDEFINED CATI ZIP CODE LIST

Q Confirm. Just to confirm, is your zipcode_____?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

IF RESPONDENT CONFIRMS ORIGINAL ZIPCODE, ASK Q BORO. IF RESPONDENT SAYS THE ZIP CODE FIRST GIVEN IS NOT CORRECT OBTAIN CORRECTED ZIP CODE. IF THIS ZIPCODE STILL DOES NOT FALL IN PREDEFINED CATI ZIP CODE LIST, OR IF Q ZIP = 77777 OR Q ZIP = 99999, ASK Q BORO

Q BORO In which of the five New York City boroughs are you residing?

READ IF NEEDED:

- 1 The Bronx
- 2 Brooklyn
- 3 Manhattan
- 4 Queens, or
- 5 Staten Island ?
- 6 DO NOT LIVE IN NYC [TERMINATE]
- 7 DON'T KNOW/NOT SURE [TERMINATE]
- 9 REFUSED [TERMINATE]

IF QUOTA OUT, WRITE DATA FOR QZIP (QZIP), QCONFIRM (QCONFIRM), AND QBORO (QBORO) FROM MAIN SUB_SCRIPT. WRITE DATA FROM SAMPLE FOR UHF, REPLICATE, QKEY – THE ORIGINAL ONE, MAILED, RESMC, CSS.

LEVEL =1

Q HH Now I need to randomly select one adult who lives in your household to be interviewed. How many members of your household, INCLUDING YOURSELF, are 18 years of age or older?

READ IF NEEDED: Household members are those who spend a majority of their time living in the household.

RECORD 88 FOR NOT A PRIVATE RESIDENCE
RECORD 99 FOR REFUSED/DK

_____ Number of adults [RANGE 1-20]

IF NO ADULTS (HH=0) OR NOT A PRIVATE RESIDENCE (HH=88) OR REFUSED/DK (HH=99):

Those are all the questions I have for you. Thank you for your time.
TERMINATE INTERVIEW.

IF ONLY 1 ADULT (HH=1) ASK HHa, ELSE IF MORE THAN ONE ADULT (HH>1) ASK HHb.

HHa Are you the adult?

- 1 Yes
- 2 No
- 9 Refused

IF HHa=1, THEN READ S6A, ELSE SKIP TO S6B.

s6a Then you are the person I need to speak with. Let me start by saying your contact information such as your phone number will not be shared with the Health Department or anyone else. Participation is voluntary: you can stop the interview at any time or decide not to answer any question. The interview takes about 25 minutes. If you have any questions I can't answer, I'll give you a telephone number for more information.

You will not be compensated for this study. However, in appreciation for your participation, if you choose, you will be entered in a drawing for \$50. You will not receive the \$50 unless you are randomly selected.

IF INTERVIEW BEFORE AUGUST 31: A total of 40 New Yorkers who complete the survey by August 31st will be randomly drawn.

IF INTERVIEW BETWEEN SEPTEMBER 1 AND NOVEMBER 30: A total of 20 New Yorkers who complete the survey after August 31st will be randomly drawn.

[GO TO QWHICH]

IF HHa=2 (NOT THE ADULT)

s6b May I speak with the adult?

1 Yes - available (SKIP TO WHICH)

2 No - not available – [GO TO s6b1]

9 Refused

IF MORE THAN ONE ADULT (HH>1) ASK HHb.

HHb. NUMADULT How many of these adults are men and how many are women?

INTERVIEWER: RECORD 99 FOR REFUSED

___ MEN

___ WOMEN

[If either NUMMEN or NUMWOMEN = 99 then Thank and terminate]

Q PICK Could I please speak with _____? [RANDOMLY PICKED]

- 1 Yes - available (SKIP TO WHICH)
- 2 No - not available – [GO TO S6b1]
- 9 Refused

IF PICKED PERSON IS NOT AVAILABLE:

S6b1. (If s6b = 2) May I please have the adult's name so we can ask for them when we call back?/(If q pick = 2) May I please have the (PICKED PERSON'S) name so that we can speak with [them] when we call back?

- 1 Gave response – (ENTER RESPONSE)
- 7 (VOL) Don't know – (Thanks and terminate)
- 9 (VOL) Refused – (Thanks and terminate)

Q WHICH INTERVIEWER: SELECT LANGUAGE

- 1 English
- 2 Spanish
- 3 Russian Paper
- 4 Chinese Paper

IF HHa = 1 GO TO Q1.1, ELSE GO TO Q HELLO

Q HELLO

Hello, My name is _____, and I am calling on behalf of the New York City Department of Health from Abt-SRBI. We're conducting an important study to improve the health of New Yorkers. Your household has been randomly chosen to represent your neighborhood. All answers you give will be confidential.

Your contact information such as your phone number will not be shared with the Health Department or anyone else. Participation is voluntary: you can stop the interview at any time or decide not to answer any question. The interview takes about 25 minutes. If you have any questions I can't answer, I'll give you a telephone number for more information.

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IF INTERVIEW BEFORE AUGUST 31: A total of 40 New Yorkers who complete the survey by August 31st will be randomly drawn.

IF INTERVIEW BETWEEN SEPTEMBER 1 AND NOVEMBER 30: A total of 20 New Yorkers who complete the survey August 31st will be randomly drawn.

ENTER CHS MAIN SUBSCRIPT HERE. WRITE DATA FROM SAMPLE FOR UHF, REPLICATE, QKEY – THE ORIGINAL ONE, MAILED, RESMC, CSS. WRITE SCREENER VARIABLES TO CHS SUBSCRIPT.

HEALTH STATUS

CORE

ASK ALL

Q1.1 - Would you say that in general your health is excellent, very good, good, fair or poor?

- 1 EXCELLENT
- 2 VERY GOOD
- 3 GOOD
- 4 FAIR
- 5 POOR
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

CARDIOVASCULAR HEALTH

TCNY

ASK ALL

Q2.1 - Have you ever been told by a doctor, nurse or other health professional that you have hypertension, also called high blood pressure?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

TCNY

ASK IF Q2.1 = 1

Q2.2 – Have you ever been told by a doctor, nurse or other health professional that you need to take medicine for your high blood pressure?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

TCNY

ASK IF Q2.2 = 1

Q2.3 – Are you currently taking medication for your high blood pressure?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

PHYSICAL ACTIVITY

READ: Now I will ask you some questions about physical activity.

TCNY

ASK ALL

Q3.1 - During the past 30 days, other than your regular job, did you participate in any physical activities or exercises such as running, calisthenics, golf, gardening, or walking for exercise?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q3.2 – During the past 30 days, have you walked more than 10 blocks as part of getting to and from work, school, public transportation or to do errands?

- 1 YES
- 2 NO
- 3 (VOLUNTEER ONLY): PHYSICALLY UNABLE TO WALK 10 BLOCKS
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q3.3 – During the past 30 days, have you bicycled more than 10 blocks as part of getting to and from work, school, public transportation or to do errands?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q3.4 - In the past 12 months, how often have you ridden a bicycle in one of the five boroughs of New York City? Would you say once a week or more, several times a month, at least once a month, a few times a year, or never?

IF ASKED: This does not include a stationary bike.

- 1 ONCE A WEEK OR MORE
- 2 SEVERAL TIMES A MONTH
- 3 AT LEAST ONCE A MONTH
- 4 A FEW TIMES A YEAR
- 5 NEVER

- 6 [VOL] PHYSICALLY UNABLE TO RIDE A BIKE
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

Q3.5 TO BE ASKED IN WAVE 2 ONLY

ASK IF Q3.4 = 1-4

Q3.5–Bike share is a new bike rental program that gives members access to bikes for temporary travel around the city.

In the past 12 months, have you used a bicycle from New York City's Bike Share program?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

CATI: Randomize Q3.6/Q3.7 and Q3.8/Q3.9/Q3.9a as two blocks.

SCREEN: Now I am going to ask you about [IF Q9TXT=1 (vigorous physical activity and then about moderate and light physical activity)] [IF Q9TXT=2 (moderate and light physical activity and then about vigorous physical activity)].

ASK ALL

Q3.6 - How often do you do vigorous leisure-time physical activities for at least 10 minutes that cause heavy sweating or large increases in breathing or heart rate?

READ IF NEEDED: How many times per day, per week, per month or per year do you do these activities?

- 1__ PER DAY (RANGE: 1-4)
- 2__ PER WEEK (RANGE: 1 - 28)
- 3__ PER MONTH (RANGE: 1 - 120)
- 4__ PER YEAR (RANGE: 1 – 1456)
- 666 UNABLE TO DO THIS ACTIVITY
- 888 NEVER
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

CATI Note: Only allow one field to be entered.

ASK IF Q3.6 NE 666,888, 777 OR 999

Q3.7 - About how long do you do these vigorous leisure-time physical activities each time?

READ IF NEEDED: For how many minutes or hours do you do these activities each time?

- __ MINUTES [RANGE 00-59]
- __ HOURS [RANGE 0-5]
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

CATI Note: Interviewer must enter a value for both minutes and hours before moving to the next screen, except when entering 77 or 99. A value of 0 can be entered for hours or minutes but not both.

ASK ALL

Q3.8 - How often do you do light or moderate leisure-time physical activities for at least 10 minutes that cause only light sweating or a slight to moderate increase in breathing or heart rate?

READ IF NEEDED: How many times per day, per week, per month or per year do you do these activities?

- 1__ PER DAY (RANGE 1 - 4)
- 2__ PER WEEK (RANGE 1 - 28)
- 3__ PER MONTH (RANGE 1 - 120)
- 4__ PER YEAR (RANGE: 1 – 1456)
- 666 UNABLE TO DO THIS ACTIVITY
- 888 NEVER
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

CATI Note: Only allow one field to be entered.

ASK IF Q3.8 NE 666,888,777 OR 999

Q3.9 - About how long do you do these light to moderate leisure-time physical activities each time?

READ IF NEEDED: For how many minutes or hours do you do these activities each time?

- __ MINUTES [RANGE 00-59]
- __ HOURS [RANGE 0-5]
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

CATI Note: Interviewer must enter a value for both Minutes and hours before moving to next screen except when entering 77 or 99. A value of 0 can be entered for hours or minutes but not for both.

ASK IF Q3.9 NE 77 OR 99

Q3.9a -How many of those (**CATI: FILL HOURS OR MINUTES FROM ABOVE**) are moderate activity that caused a moderate increase in your breathing or heart rate? Do not include light-activity.

READ IF NEEDED: For how many minutes or hours do you do these activities each time?

- __ MINUTES [RANGE 00-59]
- __ HOURS [RANGE 0-5]
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

DEMOGRAPHICS CORE

SCREEN: Now I'd like to ask you some questions about yourself and your household.

ASK ALL

Q4.1 - What is your age?

- __ AGE IN YEARS [RANGE 18-98]
- 07 DON'T KNOW/NOT SURE
- 09 REFUSED

ASK IF Q4.1 = 07 OR 09, ELSE SKIP TO Q4.2

Q4.1a - We are only asking this information to make sure that we have talked to enough people in each age group. Can you just tell me if you are...?

READ ANSWER CHOICES:

- 1 65 or older
- 2 45-64
- 3 30-44
- 4 25-29, or
- 5 18-24
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.2 - Because it is sometimes difficult to determine over the phone, I am asked to confirm with everyone . . . Are you male or female?

- 1 MALE
- 2 FEMALE
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.3 - Are you Hispanic or Latino?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK IF Q4.3 = 1, ELSE SKIP TO Q4.4

Q4.3a - Please tell me which group best represents your Hispanic or Latino origin or ancestry:

READ ANSWER CHOICES, ACCEPT FIRST RESPONSE [CATI:
RANDMONIZE: 01-04]

- 01 Puerto Rican**
- 02 Cuban/Cuban-American**
- 03 Dominican/Dominican-American**
- 04 Mexican/Mexican-American**
- 05 Central or South American
- 06 Other Latin American, or
- 07 Other Hispanic/Latino
- 09 [VOL] SPANISH
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

ASK ALL

Q4.4 - (READ IF Q4.3=1: Some people, aside from being Hispanic, also consider themselves to be a member of a racial group.)

Which one or more of the following would you say is your race?

READ ANSWER CHOICES, MULTIPLE RESPONSE:

- 01 White
- 02 Black or African American
- 03 Asian
- 04 Native Hawaiian or Other Pacific Islander
- 05 American Indian, Alaska Native, or
- 08 Something else (SPECIFY) _____

77 DON'T KNOW/NOT SURE
99 REFUSED

QLEVEL = 4

ASK IF MORE THAN ONE ANSWER TO Q4.4, ELSE SKIP TO Q4.5

Q4.4a - Which one of these groups would you say best represents your race?

READ MENTIONED RACES:

CATI Note: Fill selected races from Q4.4.

- 1 White
- 2 Black or African American
- 3 Asian
- 4 Native Hawaiian or Other Pacific Islander
- 5 American Indian, Alaska Native
- 8 Other named in Q4.4
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.5 – Where were you born? Please tell me the country.

1 USA

2 Outside USA [List of countries, includes Puerto Rico and other US territories
(SKIP TO Q4.5a)

INTERVIEWER: PUERTO RICO AND OTHER US TERRITORIES ARE
CONSIDERED OUTSIDE OF THE UNITED STATES

ASK IF Q4.5 = 2, ELSE SKIP TO Q4.7

Q4.6 - How long have you lived in this country?

READ IF NEEDED:

- 1 Less than 5 years
- 2 5 to 9 years, or
- 3 10 or more years ?
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.7 - What language do you speak most often at home?

- 1 ENGLISH
- 2 SPANISH
- 3 RUSSIAN
- 4 CHINESE (INCLUDES MANDARIN & CANTONESE)
- 5 INDIAN (INCLUDES HINDI & TAMIL)
- 6 OTHER
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.8 - Are you. . .

READ ALL RESPONSES:

- 1 Married
- 2 Divorced
- 3 Widowed
- 4 Separated
- 5 Never married, or
- 6 A member of an unmarried couple living together
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.9 - Now I'll read a list of terms people sometimes use to describe themselves -- heterosexual or straight; homosexual, gay or lesbian; and bisexual. As I read the list again, please stop me when I get to the term that best describes how you think of yourself.

READ RESPONSES UNTIL RESPONDENT MAKES A SELECTION:

Bureau of Epidemiology Services Community Health Survey

- 1 Heterosexual or straight
- 2 Homosexual, gay or lesbian
- 3 Bisexual
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

IF RESPONDENT INDICATES HIS/HER ANSWER AFTER READING THE WHOLE LIST THE FIRST TIME, YOU DON'T HAVE TO READ THE LIST AGAIN.

ASK ALL

Q4.10 - What is the highest grade or year of school you completed?

READ IF NEEDED:

- 1 Never attended school or only attended kindergarten
- 2 Grades 1 through 8 (ELEMENTARY)
- 3 Grades 9 through 11 (SOME HIGH SCHOOL)
- 4 Grade 12 or GED (HIGH SCHOOL GRADUATE)
- 5 College 1 year to 3 years (SOME COLLEGE OR TECHNICAL SCHOOL), or
- 6 College 4 years or more (COLLEGE GRADUATE)?
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q4.11 - How many children younger than 18 live in the household?

READ IF NEEDED: Include all children who live in the household the majority of a typical week.

- __ NUMBER OF CHILDREN [RANGE 0-25]
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

ASK ALL

Q4.12 - Are you currently. . .

- 01 Employed for wages or salary

IF R DOES NOT PICK #1, READ ALL OF THE REMAINING ANSWER CHOICES

- 02 Self-employed
- 03 A Homemaker
- 04 A Student
- 05 Retired
- 06 Unable to work
- 07 Unemployed for 1 year or more, or
- 08 Unemployed for less than 1 year ?
- 77 DON'T KNOW/NOT SURE
- 99 REFUSED

CATI Note: Only one choice can be entered. Entries must be zero filled.

If Q4.11 = 77 or 99, skip to Q4.14

Create new field NHOUSE = QHH (Number of adults) + Q4.11 (Number of Children)

We will use NHOUSE to create a field (PVTYLVL) to populate the fill for Q4.13

PVTYLVL = 7070 + (NHOUSE * 3820)

TCNY

READ SCREEN: The next question is about your combined household income. [READ IF NHOUSE>1: By household income we mean the combined income from everyone living in the household including even roommates or those on disability income.]

ASK ALL

Q4.13 - Is your household's annual income from all sources:

02 Less than \$ (PVTYLVL*2) IF "NO," ASK 05; IF "YES," ASK 01

01 Less than .

IF "NO," CODE 02 (100-199%); IF "YES," CODE 01 (< 100%)

05 Less than \$ (PVTYLVL*5) IF "NO," ASK 06 (500-599%); IF "YES," ASK 04 (300-399%)

06 Less than \$ (PVTYLVL*6) IF "NO," CODE 07 (>600%); IF "YES," CODE 06 (500-599%)

04 Less than \$ (PVTYLVL*4) IF "NO," CODE 05; IF "YES," ASK 03 (200-299%)

07 \$ (PVTYLVL*6)

03 Less than \$ (PVTYLVL*3) IF "NO," CODE 04; IF "YES," CODE 03

77 DON'T KNOW/NOT SURE

99 REFUSED

ASK IF Q4.13_02 = 77 OR 99, ELSE SKIP TO Q4.14

Q4.13a - Can you just tell me if your annual household income is less than \$ PVTYLVL?

1 YES

2 NO

7 DON'T KNOW/NOT SURE

9 REFUSED

ASK ALL

Q4.14 - About how tall are you without shoes?

READ IF NEEDED: You can answer in either feet and inches OR in centimeters.

**NOTE: If respondent answers in metrics put "9" in first column
ROUND FRACTIONS DOWN**

__ / __ Height

(feet/inches or meters/centimeters)

[RANGES FEET=3-9/INCHES= 0-11 || METERS=0-3/CENTIMETERS=0-275]

7777 Don't Know

9999 Refused

YOU MUST ENTER EITHER BOTH FEET AND INCHES OR CENTIMETERS – NOT BOTH. IF 0 (ZERO) INCHES, PLEASE ENTER ZERO. DO NOT LEAVE BLANK.

CATI note: Require both feet and inches or centimeters. Do not allow entry of both. If 0 (zero) inches, must enter zero. Cannot have missing inches and not missing feet, or missing feet and not missing inches.

ASK ALL

Q4.15 - About how much do you weigh without shoes?

READ IF NEEDED: You can answer in either pounds OR kilograms.

**NOTE: If respondent answers in metrics put “9” in first column
ROUND FRACTIONS UP**

_____ Weight

(pounds or kilograms)

[RANGES POUNDS=50-600 || KILOGRAMS= 20-275]

7777 Don't Know

9999 Refused

YOU MUST ENTER EITHER POUNDS OR KILOGRAMS – NOT BOTH.

TOBACCO

TCNY

ASK ALL

Q5.1 - Have you smoked at least 100 cigarettes in your entire life?

READ IF NECESSARY: 100 cigarettes=5 packs.

1 YES

2 NO

7 DON'T KNOW/NOT SURE

9 REFUSED

TCNY

ASK IF Q5.1 = 1, ELSE SKIP TO Q5.9

Q5.2 - Do you now smoke cigarettes every day, some days, or not at all?

- 1 EVERY DAY
- 2 SOME DAYS
- 3 NOT AT ALL
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK IF Q5.2 = 1

Q5.3 - How many cigarettes on average do you smoke per day?

- ___ PER DAY [RANGE 1-200]
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

ASK IF Q5.2 = 2

Q5.3a - **On the days that you smoke, how many cigarettes on average do you smoke per day?**

- ___ PER DAY [RANGE 1-200]
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

ASK IF Q5.2 = 2 AND Q5.3a ≠ 777 OR 999

Q5.3b - On average, about how many days per month do you smoke?

- 1__ DAYS PER MONTH [RANGE 0-30]
- 2__ DAYS PER WEEK [RANGE 0-7]
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

ASK IF Q5.2 = 1 OR 2

Q5.4 - During the past 12 months, have you stopped smoking for 24 hours or longer because you were trying to quit smoking?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK IF Q5.2 = 3

Q5.5 About how long has it been since you last smoked cigarettes regularly?

ENTER EITHER WEEKS, MONTHS OR YEARS – NOT MORE THAN ONE.
ROUND TO CLOSEST WEEK, MONTH OR YEAR IF NECESSARY. [1 year = 12
months]

- 1 ___ WEEKS (RANGE 0-52)
- 2 ___ MONTHS (RANGE 0-12)
- 3 ___ YEARS (RANGE 0-99)
- 888 NEVER SMOKED REGULARLY
- 777 DON'T KNOW/NOT SURE
- 999 REFUSED

ASK IF Q5.2 = 1 or 2

Q5.6 - In July 2010, the price of cigarettes went up by at least one dollar-sixty cents (\$1.60) a pack. Have you smoked fewer cigarettes since the price went up?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

**ASK IF Q5.2 = 1, 2 OR Q5.5 < 1 YEAR
(CURRENT SMOKERS AND FORMER SMOKERS WHO QUIT LESS THAN 1
YEAR AGO)**

Q5.7 - During the last twelve months, did you use any of the following aids to help you quit? A Nicotine patch, nicotine gum, nicotine lozenge, nicotine nasal spray or nicotine inhaler?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

**ASK IF Q5.2 = 1, 2 OR Q5.5 < 1 YEAR
(CURRENT SMOKERS AND FORMER SMOKERS WHO QUIT LESS THAN 1
YEAR AGO)**

Q5.8 - (During the last twelve months, did you use) a prescription pill to block the craving of smoking, like Zyban, Bupropion or Chantix?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q5.9 - During the last 12 months, did any doctor, nurse or other health professional ask you if you smoke?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED**

**ASK IF Q5.2 = 1, 2 OR Q5.5 < 1 YEAR
(CURRENT SMOKERS AND FORMER SMOKERS WHO QUIT LESS THAN 1 YEAR AGO)**

Q5.10 - During the last 12 months, has a doctor, nurse, or other health professional advised you to quit smoking?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED**

ASK ALL

Q5.11 - Which statement best describes the rules about smoking inside your home?

READ IF NECESSARY: Exclude smoking in outside areas such balconies and patios

READ ALL ANSWER CHOICES:

- 1 Smoking is not allowed anywhere inside your home
- 2 Smoking is allowed in some places or at some times
- 3 Smoking is allowed anywhere inside the home, OR
- 4 There are no rules about smoking inside the home.
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED**

CANCER

SCREEN: Now I will ask you some questions about cancer screenings.

TCNY

ASK IF Q8.1 \geq 45 (OR Q8.1a = 1 OR 2), ELSE SKIP TO Q12.1

Q6.1 - A colonoscopy [KOH-LUH-NOS-KUH-PEE] is an exam in which a tube is inserted in the rectum to view the bowel for signs of cancer or other health problems. Have you ever had a colonoscopy?

READ IF NEEDED: A colonoscopy involves examination of the entire colon, and usually involves taking medicine to make you have many watery stools the night before

the exam and getting medicine through a needle in the arm to make you sleepy during the procedure.

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

TCNY

ASK IF Q6.1 = 1

Q6.2 - When was your most recent colonoscopy [KOH-LUH-NOS-KUH-PEE] performed?

READ IF NEEDED

- 1 Less than 1 year ago
- 2 1 year ago but less than 5 years ago
- 3 5 years ago but less than 10 years ago, or
- 4 10 or more years ago ?
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

Ask if Q6.1 = 1

Q6.3 - Where was your most recent colonoscopy [KOH-LUH-NOS-KUH-PEE] performed?

- 1 Hospital
- 2 Ambulatory surgical center or clinic not in a hospital
- 3 Private doctor's office
- 4 [VOL] SOME OTHER PLACE
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

SEXUAL BEHAVIOR

SCREEN: The next few questions are about your sexual behavior. Again, your answers are strictly confidential and you don't have to answer any question you don't want to.

WOMEN ONLY:

CORE

ASK IF Q8.2 = 2, ELSE SKIP TO Q7.1m (ASK ALL WOMEN)

Q7.1f - During the past 12 months, with how many men have you had sex? By sex we mean oral, vaginal or anal sex, but not masturbation.

___ NUMBER [CATI RANGE 0 - 499]

777 DON'T KNOW/NOT SURE

999 REFUSED

CORE

ASK IF Q7.1f > 0 AND NOT 777 OR 999, ELSE SKIP TO Q7.3f

Q7.2f - The last time you had sex, did you use a condom?

IF ASKED: This includes the "female condom"

IF ASKED: This is the last time you had sex with a man.

1 YES

2 NO

7 DON'T KNOW/NOT SURE

9 REFUSED

CORE

ASK IF Q8.2 = 2 (ASK ALL WOMEN)

Q7.3f - During the past 12 months, with how many women have you had sex?

READ IF NEEDED: By sex we mean oral, vaginal or anal sex, but not masturbation.

___ NUMBER [CATI RANGE 0 - 499]

777 DON'T KNOW/NOT SURE

999 REFUSED

CORE

ASK IF Q7.3f = 0

Q7.4f - Have you ever had sex with a woman?

READ IF NEEDED: By sex we mean oral, vaginal or anal sex, but not masturbation.

1 YES

2 NO

7 DON'T KNOW/NOT SURE

9 REFUSED

CORE

ASK IF Q7.1f > 0 AND NOT 777 OR 999

Q7.5f - In the past 12 months, have you had anal sex?

READ IF NEEDED: By anal sex, we mean having your partner put his penis in your rectum.

1 YES

2 NO

7 DON'T KNOW/NOT SURE
9 REFUSED

CORE

ASK IF Q7.5f = 1

Q7.6f - In the past 12 months, when you have had anal sex have you or your partner used a condom? Every time, some of the time, or never?

1 EVERY TIME
2 SOME OF THE TIME
3 NEVER
7 DON'T KNOW/NOT SURE
9 REFUSED

ASK IF Q7.1f OR Q7.3f > 0 AND NOT 777 OR 999

Q7.7f - Have you used the internet to meet a partner for a sexual encounter in the past 12 months?

1 YES
2 NO
7 DON'T KNOW/NOT SURE
9 REFUSED

ASK ALL

Q7.8f - Thinking about the last time you visited your personal doctor or health care provider, did he or she ask you any questions about your sexual history?

READ IF NEEDED: Questions about your sexual history could be things like whether you have had sex, the number of sex partners you have had, or the gender of your sex partners.

1 YES
2 NO
7 DON'T KNOW/NOT SURE
9 REFUSED

SEXUAL BEHAVIOR

MEN ONLY:

CORE

ASK IF Q8.2 = 1, ELSE SKIP TO Q16.1 (ASK ALL MEN)

Q7.1m - During the past 12 months, with how many women have you had sex? By sex we mean oral, vaginal or anal sex, but not masturbation.

___ NUMBER [CATI RANGE 0 - 499]

RECORD 777 FOR DON'T KNOW/NOT SURE
RECORD 999 FOR REFUSED

TCNY

ASK IF Q8.2 = 1 (ASK ALL MEN)

Q7.2m - During the past 12 months, with how many men have you had sex?

READ IF NEEDED: By sex we mean oral or anal sex, but not masturbation.

___ NUMBER [CATI RANGE 0 - 499]
777 DON'T KNOW/NOT SURE
999 REFUSED

TCNY

ASK IF Q7.2m = 0, ELSE SKIP TO Q7.4m

Q7.3m - Have you ever had sex with a man?

READ IF NEEDED: By sex we mean oral or anal sex, but not masturbation.

1 YES
2 NO
7 DON'T KNOW/NOT SURE
9 REFUSED

CORE

ASK IF Q7.2m >0 and NOT 777,999 (Only Gay or Bisexual Men who were active in past 12 months), ELSE SKIP TO Q7.5m

Q7.4 m - The last time you had sex with a man, did you use a condom?

IF ASKED : This includes the "female condom"

1 YES
2 NO
3 [VOLUNTEERED] DIDN'T HAVE ANAL SEX

7 DON'T KNOW/ NOT SURE
9 REFUSED

CORE

ASK IF (Q7.1m >0 AND Q7.1m <500, AND (Q7.2m = 0 AND (Q7.3m = 2,7 OR 9)) OR ((Q7.1m >0 AND Q7.1m <500) AND (Q7.2m = 777 OR Q7.2m = 999)), ELSE SKIP TO Q7.6m (Only heterosexual males with no bisexual history)

Q7.5m - The last time you had sex, did you use a condom?

IF ASKED : This includes the “female condom”

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

CORE

ASK IF Q7.1m > 0 AND NOT 777 OR 999, AND Q7.2m > 0 AND NOT 777 OR 999, OR Q7.3m = 1 (Only bisexual men active with a woman in past 12 months) ELSE SKIP TO Q7.7

Q7.6m - The last time you had sex with a woman, did you use a condom?

IF ASKED : This includes the “female condom”

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

TCNY

ASK IF Q7.1m OR Q7.2m > 0 AND NOT 777 OR 999

Q7.7m - In the past 12 months, have you had anal sex?

READ IF NEEDED:

(IF Q7.1m>0 AND Q7.2m=0) By anal sex, we mean putting your penis in your partner's rectum.

(IF Q7.2m>0 AND Q7.1m>=0) By anal sex, we mean putting your penis in your partner's rectum or having your partner put his penis in your rectum.

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

TCNY

ASK IF Q7.7m = 1

Q7.8m - In the past 12 months, when you have had anal sex have you or your partner used a condom? Every time, some of the time, or never?

Bureau of Epidemiology Services Community Health Survey

- 1 EVERY TIME
- 2 SOME OF THE TIME
- 3 NEVER
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK IF Q7.1m OR Q7.2m > 0 AND NOT 777 OR 999

Q7.9m - Have you used the internet to meet a partner for a sexual encounter in the past 12 months?

- 1 YES
- 2 NO
- 7 DON'T KNOW/NOT SURE
- 9 REFUSED

ASK ALL

Q7.10m - Thinking about the last time you visited your personal doctor or health care provider, did he or she ask you any questions about your sexual history?

READ IF NEEDED: Questions about your sexual history could be things like whether you have had sex, the number of sex partners you have had, or the gender of your sex partners.

1 YES

2 NO

7 DON'T KNOW/NOT SURE

9 REFUSED

APPENDIX F

STUDY SCHEDULES

SURVEY YEAR ONE (2015)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2015	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2015	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2015	Deliverable Three – Hire and Train Interviewers
March 16 - December 2, 2015	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2015	Deliverable Five – Data Cleanup and Sampling Weight Consultations

SURVEY YEAR TWO (2016)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2016	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2016	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2016	Deliverable Three – Hire and Train Interviewers
March 16 - December 2, 2016	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2016	Deliverable Five – Data Cleanup and Sampling Weight Consultations

SURVEY YEAR THREE (2017)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2017	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2017	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2017	Deliverable Three – Hire and Train Interviewers
March 16 - December 2, 2017	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2017	Deliverable Five – Data Cleanup and Sampling Weight Consultations

SURVEY YEAR FOUR (2018)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2018	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2018	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2018	Deliverable Three – Hire and Train Interviewers
March 16 – December 2, 2018	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2018	Deliverable Five – Data Cleanup and Sampling Weight Consultations

SURVEY YEAR FIVE (2019)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2019	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2019	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2019	Deliverable Three – Hire and Train Interviewers
March 16 - December 2, 2019	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2019	Deliverable Five – Data Cleanup and Sampling Weight Consultations

SURVEY YEAR SIX (2020)

<u>Date</u>	<u>Deliverable</u>
January 2 - January 15, 2020	Deliverable One – Protocol and Sampling Plan
January 2 - March 15, 2020	Deliverable Two – Programming CATI and Pre-testing the Questionnaire
February 1 – March 15, 2020	Deliverable Three – Hire and Train Interviewers
March 16 - December 2, 2020	Deliverable Four – 8,500 Interviews (7,300 landline and 1,200 cell phone)
December 31, 2020	Deliverable Five – Data Cleanup and Sampling Weight Consultations

CHS HEART FOLLOW-UP STUDY IN 2015

<u>Date</u>	<u>Deliverable</u>
January 2 - January 30, 2015	Deliverable One – Kick off meeting and finalize subcontracts
January 2 – February 27, 2015	Deliverable Two – Protocol and Questionnaire Development and CATI Programming
February 19 – March 2, 2015	Deliverable Three – Final Development, Pre-implementation
March 2 – March 15, 2015	Deliverable Four – Pretest/Dress Rehearsal
March 16 - December 2, 2015	Deliverable Five – Recruitment of respondents and clinical collection
March 16 - December 2, 2015	Deliverable Six – Laboratory Analysis
December 31, 2015	Deliverable Seven – Data Cleanup and Sampling Weights

APPENDIX G

CONFIDENTIALITY STATEMENT

New York City Department of Health and Mental Hygiene
CONFIDENTIALITY AGREEMENT
Bureau of Epidemiology Services
Community Health Survey
Assurance of Confidentiality

In accordance with the Privacy Act of 1974 [5USC 552a], Bureau of Epidemiology Services and all its consultants and sub-consultants are required to undertake all necessary safeguards for individuals against invasions of privacy. The Bureau of Epidemiology Services, Community Health Survey assures each respondent that the confidentiality of responses to this information request will be maintained and that no information obtained in the course of the interview will be disclosed in a manner in which the particular individual supplying the information or described in it is identifiable to anyone other than authorized project staff.

Agreement

I have carefully read and I understand the Assurance of Confidentiality that pertains to the confidential nature of all data to be handled in regard to this project. As a *consultant of the Community Health Survey* or any of its sub-consultants, I pledge that I will not disclose any confidential information obtained under the terms of this project to anyone other than authorized project staff.

I further understand and agree to comply with the following confidentiality provisions:

1. Any materials that would permit the identification of organizations and individuals are to be treated as confidential. These include both hardcopy records and electronic files.
2. Confidential records must be kept in a locked container or room when not in use.
3. When confidential records are in use in a room, admittance to the room is to be limited to person who has signed the project Confidentiality Pledge.
4. Keys and combinations to locked rooms and containers must be protected from unauthorized access.
5. Information obtained from the data collected or used under this project may not be released to unauthorized persons.
6. Any breach of confidentiality must be reported immediately to the Bureau of Epidemiology Services Principle Investigator at 347-396-2811.

Bureau of Epidemiology Services Community Health Survey

I have read the above. I understand the rules protecting the confidentiality of vital records information and the consequences of revealing confidential information.

User's Printed Name

Witness's Printed Name

User Signature
Date_____

Witness Signature

Date_____

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**ATTACHMENT A
PROPOSAL COVER LETTER**

Bureau of Epidemiology Services Community Health Survey

PIN: 14LL000300R0X00

Proposer:

Name: _____

Legal Name: _____ **Tax ID #:** _____

Program Address: _____

Mailing Address: _____

Proposer's Contact Person:

Name: _____ **Title:** _____

Telephone: _____ **Fax:** _____

Is the proposal printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation? YES NO

Proposer's Authorized Representative:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

ATTACHMENT B

PRICE PROPOSAL FORM

Community Health Survey

PIN: 14LL000300R0X00

Proposer's Name: _____

Proposers are instructed to enter their proposed price per deliverable, then complete the Price Proposal Summary Sheet to calculate a grand total proposed price.

Additionally, proposers are required to attach a detailed explanation and breakdown of how each of the proposed deliverables prices was derived, including a line item breakdown and justification for any requested start-up costs.

**ANNUAL SURVEY YEAR ONE (2015)
(January 2, 2015 to December 31, 2015)**

Deliverable One – Protocol and Sampling Plan	\$ _____
Deliverable Two – Programming CATI and Pre-testing the questionnaire	\$ _____
Deliverable Three – Hire and Train Interviewers	\$ _____
Deliverable Four – 8,500 Interviews:	\$ _____
per interview =	\$ _____
Deliverable Five – Data Cleanup and Sampling Weight Consultations	\$ _____
START- UP REQUEST (attach detailed start up budget)	\$ _____
SUBTOTAL	\$ _____

Proposer's Name: _____

ATTACHMENT B

PRICE PROPOSAL FORM CONTINUED

**ANNUAL SURVEY YEAR TWO (2016)
(January 2, 2016 to December 31, 2016)**

Deliverable One – Protocol and Sampling Plan \$ _____

Deliverable Two – Programming CATI and
Pre-testing the questionnaire \$ _____

Deliverable Three – Hire and Train Interviewers \$ _____

Deliverable Four – 8,500 Interviews: \$ _____

per interview = \$ _____

Deliverable Five – Data Cleanup and Sampling
Weight Consultations \$ _____

SUBTOTAL \$ _____

Proposer's Name: _____

**ANNUAL SURVEY YEAR THREE (2017)
(January 4, 2017 to December 31, 2017)**

Deliverable One – Protocol and Sampling Plan \$ _____

Deliverable Two – Programming CATI and
Pre-testing the questionnaire \$ _____

Deliverable Three – Hire and Train Interviewers \$ _____

Deliverable Four – 8,500 Interviews: \$ _____

per interview = \$ _____

Deliverable Five – Data Cleanup and Sampling
Weight Consultations \$ _____

SUBTOTAL \$ _____

Proposer's Name: _____

ATTACHMENT B

PRICE PROPOSAL FORM CONTINUED

**ANNUAL SURVEY YEAR FOUR (2018)
(January 2, 2018 to December 31, 2018)**

Deliverable One – Protocol and Sampling Plan	\$ _____
Deliverable Two – Programming CATI and Pre-testing the questionnaire	\$ _____
Deliverable Three – Hire and Train Interviewers	\$ _____
Deliverable Four – 8,500 Interviews:	\$ _____
per interview =	\$ _____
Deliverable Five – Data Cleanup and Sampling Weight Consultations	\$ _____
SUBTOTAL	\$ _____

Proposer's Name: _____

**ANNUAL SURVEY YEAR FIVE (2019)
(January 2, 2019 to December 31, 2019)**

Deliverable One – Protocol and Sampling Plan \$ _____

Deliverable Two – Programming CATI and Pre-testing the questionnaire \$ _____

Deliverable Three – Hire and Train Interviewers \$ _____

Deliverable Four – 8,500 Interviews: \$ _____

per interview = \$ _____

Deliverable Five – Data Cleanup and Sampling Weight Consultations \$ _____

SUBTOTAL \$ _____

Proposer's Name: _____

ATTACHMENT B

PRICE PROPOSAL FORM CONTINUED

**ANNUAL SURVEY YEAR SIX (2020)
(January 2, 2020 to December 31, 2020)**

Deliverable One – Protocol and Sampling Plan	\$ _____
Deliverable Two – Programming CATI and Pre-testing the questionnaire	\$ _____
Deliverable Three – Hire and Train Interviewers	\$ _____
Deliverable Four – 8,500 Interviews:	\$ _____
per interview =	\$ _____
Deliverable Five – Data Cleanup and Sampling Weight Consultations	\$ _____
SUBTOTAL	\$ _____

Proposer's Name: _____

HFUS2 (2015)
(January 2, 2015 to December 31, 2015)

Deliverable One – Kick off meeting and finalize subcontracts	\$ _____
Deliverable Two – Protocol and Questionnaire Development and CATI Programming	\$ _____
Deliverable Three – Final development, Pre-implementation, develop electronic tracking system	\$ _____
Deliverable Four – Pretest/Dress rehearsal	\$ _____
Deliverable Five – Recruitment of 2,000 respondents, and clinical collection	\$ _____
Deliverable Six – Lab analysis (assuming \$30 per person for laboratory analysis)	\$ _____
Deliverable Seven – Data clean-up and Sampling Weights	\$ _____
SUBTOTAL	\$ _____

Proposer's Name: _____

ATTACHMENT B

PRICE PROPOSAL SUMMARY

Community Health Survey

PIN: 14LL000300R0X00

ANNUAL SURVEY:

YEAR ONE (January 2, 2015 to December 31, 2015) TOTAL \$ _____

YEAR TWO (January 2, 2016 to December 31, 2016) TOTAL \$ _____

YEAR THREE (January 4, 2017 to December 31, 2017) TOTAL \$ _____

YEAR FOUR (January 2, 2018 to December 31, 2018) TOTAL \$ _____

YEAR FIVE (January 2, 2019 to December 31, 2019) TOTAL \$ _____

YEAR SIX (January 2, 2020 to December 31, 2020) TOTAL \$ _____

**ANNUAL SURVEY TOTAL \$ _____
(A)**

**HFUS2 TOTAL \$ _____
(B)**

GRAND TOTAL (SUM OF A + B) \$ _____

ATTACHMENT C

SUBCONTRACTOR UTILIZATION PLAN AND SCHEDULE B



THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency’s Target

This page to be completed by contracting agency

Contract Overview

E-PIN	<u>81613P0016</u>	Project/Program	<u>EPIDEMIOLOGY</u>		
Procurement Description	<u>NYC Community Health Survey Data Collection (2014-2019)</u>				
Contracting Agency	<u>DOHMH</u>				
Agency Address	<u>42-09 28th Street</u>	City	<u>Long Island City</u>	State	<u>NY</u>
				Zip Code	<u>11101</u>
Contact Person	<u>Margaret Tullai</u>	Title	<u>DACCO</u>		
Telephone #	<u>347-396-6617</u>	Email	<u>mtullai@health.nyc.gov</u>		

Project Description *(attach additional pages if necessary)*

DOHMH is seeking an appropriately qualified vendor to collect health survey data for approximately 8,500 adult New Yorkers per year for the New York City Community Health Survey(CHs). It is anticipated that the vendor selected via RFP will conduct both the Six Year Annual CHS (2015-2020) and the CHS Heart Follow-Up Study Option in 2015.

(1) ✓ Target Subcontracting Percentage

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

7 %

Subcontractor Participation Goals

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	0 %	9.00 %
Hispanic American	0 %	5.00 %
Asian American	%	No Goal
Caucasian Female	No Goal	16.50 %
Total Participation Goals	(2) 0 %	(3) 30.50 %

SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer AFFIRMS or DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: General Contract Information

1. Define the industry in which work is to be performed.

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.

This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.

- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one): **b. Type of work on Subcontract (Check all that apply):**

Construction Professional Services Construction Professional Services Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? Yes No

Section III: Subcontractor Utilization Summary

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
	\$ _____	÷ \$ _____	x 100 = _____ %
<ul style="list-style-type: none"> • Subcontracts under \$1M (construction/professional services): Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1). 			

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

SCHEDULE B – cont.

Step 2:

Calculate value of subcontractor participation goals

<p>a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services</p> <p>b.</p> <ul style="list-style-type: none"> • From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services, • If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a. <p>c.</p> <ul style="list-style-type: none"> • For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. • Total Participation Goals Percentages must be copied from Part I, lines (2) and (3). 	<p>Subcontracts under \$1M (construction/professional services)</p> <p>\$ _____</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Construction</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> <div style="text-align: center;"> <p>Professional Services</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> </div>
---	---

Step 3:

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

Section IV: Vendor Certification and Required Affirmations

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, as the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____

E-PIN (for this procurement) 81613P0016
 Type of work on Prime Contract (Check one):
 Construction Professional Services
 Type of work on Subcontract (Check all that apply):
 Construction Professional Services Other

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)
 _____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver
 _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

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

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other _____

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)

CONTRACT NO.	AGENCY	DATE COMPLETED
_____	_____	_____
_____	_____	_____
_____	_____	_____

List 3 most recent contracts/subcontracts performed for other agencies/entities
 (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK	AGENCY/ENTITY	DATE COMPLETED
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____
_____	_____	_____
Manager at agency/entity that hired vendor (Name/Phone No.)	_____	_____

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

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

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDA

Bureau of Epidemiology Services Community Health Survey

PIN: 14LL000300R0X00

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 201__

Addendum # 2, Dated _____, 201__

Addendum # 3, Dated _____, 201__

Addendum # 4, Dated _____, 201__

Addendum # 5, Dated _____, 201__

Addendum # 6, Dated _____, 201__

Addendum # 7, Dated _____, 201__

Addendum # 8, Dated _____, 201__

Addendum # 9, Dated _____, 201__

Addendum #10, Dated _____, 201__

Part II

_____ No Addendum was received in connection with this RFP.

Part III

Proposer's Name: _____ **Date:** _____

Signature of Authorized Representative:

ATTACHMENT E
DOING BUSINESS DATA FORM



Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former CEO: _____ on date: _____**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office _____ Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former CFO: _____ on date: _____**Chief Operating Officer (COO) or equivalent officer** This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

 This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____
 Office _____ Title: _____
 Employer _____ (if _____ not _____ employed _____ by _____ entity):
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office _____ Title: _____
 Employer _____ (if _____ not _____ employed _____ by _____ entity):
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office _____ Title: _____
 Employer _____ (if _____ not _____ employed _____ by _____ entity):
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____
Office _____ Title: _____
Employer _____ (if _____ not _____ employed _____ by _____ entity):
Birth Date (mm/dd/yy): _____ Home Phone #: _____
Home Address: _____

First Name: _____ MI: _____ Last: _____
Office _____ Title: _____
Employer _____ (if _____ not _____ employed _____ by _____ entity):
Birth Date (mm/dd/yy): _____ Home Phone #: _____
Home Address: _____

First Name: _____ MI: _____ Last: _____
Office _____ Title: _____
Employer _____ (if _____ not _____ employed _____ by _____ entity):
Birth Date (mm/dd/yy): _____ Home Phone #: _____
Home _____ Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____
Name: _____ Removal Date: _____

Certification

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

Name: _____
Signature: _____ Date: _____
Entity Name: _____
Title: _____ Work Phone #: _____



ATTACHMENT F

**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:

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ATTACHMENT G

Whistleblower Protection Expansion Act Rider

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

- (d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less.

Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

Local Law 30-2012

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of the city of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of the city of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

a. Definitions. For the purposes of this section, the following terms shall have the following meanings:

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and

"subcontractor" shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption. Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) how its employees can report to the New York city department of investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and the city's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

Local Law 33-2012

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of the city of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of the city of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

- (i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;
- (ii) reinstatement of full seniority rights;
- (iii) payment of lost compensation; and
- (iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. "Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for

work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.

8. "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of the city" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows

or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of the city shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to the city chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of the city, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of the city in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall

consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral agency of the city, to the city officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorneys' fees. An officer or employee described in this

paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against the city, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies and contractors of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by

this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.

ATTACHMENT H
SUBCONTRACTOR TRACKING NOTICE

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

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

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

Contractor hereby agrees to these provisions.