THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BUREAU OF STD CONTROL
BUREAU OF TUBERCULOSIS CONTROL
PUBLIC HEALTH LABORATORY

INVITATION FOR BID and AGREEMENT

FOR

LABORATORY TESTING SERVICES

DATE OF ISSUE: June 11, 2015

PIN: 15TB023000R0X00

AUTHORIZED AGENCY CONTACT

Proposers are advised that the Agency’s authorized contact for ALL matters concerning this Invitation For Bids (IFB) is:

Primary Contact
Michael Santangelo, Esq.
Email: Bids@health.nyc.gov
New York City Department of Health and Mental Hygiene
Office of the Agency Chief Contracting Officer
42-09 28th Street, 17th Floor, CN-30A
Long Island City, NY 11101-4132
Phone: (347) 396-6671

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

YOU MUST READ THE ENTIRE DOCUMENT. HOWEVER, PLEASE COMPLETE AND SUBMIT ONLY THE BID PACKAGE (SECTION IV).

RETAIN THE REMAINING PARTS FOR YOUR INFORMATION. READ SECTION IV FOR DETAILED INSTRUCTIONS ON BID SUBMISSION.

SECTION I: TIMETABLE

1. Release Date of this Invitation for Bids: June 11, 2015

2. Pre-Bid Conference: None Scheduled

3. Deadline for Questions: July 2, 2015
   All questions must be submitted in writing to the Authorized Agency Contact person, preferably by email.

4. Bid Due Date and Time, Public Bid Opening Location
   Date: July 23, 2015
   Time: 11:00 A.M.
   Location: New York City Department of Health and Mental Hygiene
   Office of the Agency Chief Contracting Officer
   42-09 28th St., CN-30A, 17th Floor
   Long Island City, N.Y. 11101-4131
   Attention: Michael Santangelo, Esq.
   Email: Bids@health.nyc.gov

   Public Bid opening will be held at the above location on the 17th Floor.

   ** NOTE: Any bids received after 11:00 A.M. will be considered late and will not be accepted **

5. Anticipated Start Date: January 1, 2016
SECTION II: SCOPE OF WORK

The New York City Department of Health and Mental Hygiene ("Department" or "DOHMH"), is soliciting bids from qualified, competent and responsible provider of laboratory services to provide accurate and timely laboratory testing services and reports for its Bureau of Sexually Transmitted Disease Control clinics ("BSTDC Clinics"), Public Health Laboratory ("PHL"), and Bureau of Tuberculosis Control Clinics and Field Sites ("BTBC Facilities") (each may be referred to individually as a "Bureau" or collectively as the "Bureaus"). The specific tests requested and the frequency of service will be determined at the discretion of each location Director/Site Manager or their designee.

This Invitation for Bid ("IFB") with all Appendices describes the scope and nature of the goods and services that the selected contractor ("Contractor") would provide to the Department.

DOHMH will establish services with the Contractor at the BSTDC Clinics, BTBC Facilities and PHL sites in three phases. DOHMH will furnish the Contractor with a timeline of the phases within 60 days of the commencement of the Contract arising from this IFB.

EXPERIENCE

The following are the experience and license requirements for this Invitation for Bid. Bidder must demonstrate all of the following in order to be considered responsive:

1. Proof that the Bidder is currently engaged in providing the services and laboratory testing specified in this IFB.

2. Bidder must demonstrate that they have a minimum of five (5) years of experience performing the clinical laboratory services requested in this IFB. The Department may examine bidder’s facilities, methodologies and quality control procedures at any time prior to award as well as during the term of the Contract.

3. Bidder must provide three (3) written letters of reference from clients who can attest to the bidder’s experience and quality of services. Reference letters must be from clients for whom services were provided within the past three (3) years. DOHMH references are not acceptable for this Bid. References must not be related to the bidder or to the bidder’s principals by blood or marriage. Each reference letter must include:
   a. name of reference
   b. title
   c. address
   d. contact information
REQUIRED LICENSE/CERTIFICATION

Bidders must provide the following information or documents with their bid submission:

- A valid Clinical Laboratory Improvement Act ("CLIA") License
- Confirmation of College of American Pathologists ("CAP") accreditation
- copy of CAP regulatory compliance
- copy of Joint Commission on Accreditation Healthcare Organizations ("JCAHO") regulatory compliance
- Copy of New York State Department of Health ("NYSDOH") regulatory compliance.

CONTRACTOR FORMS TO BE COMPLETED

Bidder must provide forms with the following information with their bid submission:

- Bidder State and Federal Identification Information:
  - New York State Permit Number and Expiration Date, with relevant categories under permit;
  - Medicare Supplier Code Number and Expiration Date;
  - Medicaid Certificate Number and Expiration Date;
- The location of laboratory sites where tests would be performed;

ANTICIPATED TERM OF CONTRACT

DOHMH anticipates that the term of the Contract will be five (5) years.
A. SPECIFICATIONS/SCOPE OF SERVICES

The selected Contractor shall perform laboratory tests and analyses on specimens when requested by the Department and as set forth in the Bid Sheet.

Subject to the provisions of applicable Federal or New York laws and the laboratory’s reasonable protocols regarding the proper handling and maintaining of specimen, the Contractor shall provide laboratory services to DOHMH facilities on a daily basis at all locations specified in the Agreement, including all locations that DOHMH may add from time to time, or may eliminate from time to time as its facilities locations change and special public health screenings including, without limitation, at non-DOHMH locations. Such laboratory services shall include but not necessarily be limited to the following: picking up specimens at BSTDC Clinics, BTBC Facilities and PHL in accordance with a pre-arranged schedule during regular business hours and on an as-needed basis; picking up specimens at locations where routine public health screenings occur; conducting screenings to prevent and control communicable disease outbreaks; and conducting screenings that require rush turn-around time of less than 24 hours for specimens of immediate concern.

Contractor’s bid prices must include the specified turn-around time necessary to provide the Department the required test results in Electronic Data Deliverable format and, as needed by the Department, also in signed paper version.

1. SPECIMEN SAMPLE PREPARATION

Each BSTDC Clinic, BTBC Facility and PHL location (“Bureau Site”) will provide a laboratory specimen properly prepared, identified and labeled for testing. Contractor shall provide all labor, transportation, supervision, specimen requirements, equipment, maintenance, information technology, supplies which shall include requisition forms, pre-printed with tests that might be ordered; specimen containers tubes; bags; centrifuge; sharps for collecting specimen; special instructions and a current list of tests reference ranges; and testing facilities necessary to provide Laboratory Services as listed in the Bid Sheet.

Contractor shall be responsible for transporting and storing specimens for at least seven (7) days in a manner that insures the integrity of the specimen; or as otherwise required by local, state, and federal oversight entities.

2. SPECIMEN PICK-UP SCHEDULE

a. Contractor shall arrange for its courier to pick up test specimens from each Bureau Site according to a pre-determined pick-up schedule. Initial pick-up schedules for each Bureau Site are attached hereto as Appendix G. Contractor shall provide a list of specimen drop off sites to Department upon request. Contractor shall arrange for specimen pick-ups on Saturdays and Sundays at
some locations and at all new Bureau Sites acquired during the term of the Contract. The addresses and business hours of operation for each Bureau Site are listed in Section II.J of this IFB.

b. After a period of two months from the effective date of this Contract, the pick-up schedules may be modified by the appropriate Director/Site Manager at the Department to meet the frequency and volume demand at each Bureau Site. Any modified pick-up schedule must be approved by the Department, to include at least one (1) pickup per day at each of the BSTDC Clinics, two (2) per day at each of the BTBC Facilities, and three (3) at the PHL (and as required during “Special Public Health Screenings” at pre-arranged locations or at Laboratory Designated Drop Off Centers). The exact hours of pick-up will be negotiated separately with each Director/Site Manager or their Designee.

c. The pick-up schedule for PHL during “Special Public Health Screenings” will be coordinated and scheduled by the designated PHL Director/Site Manager or other DOHMH Designee, who will notify the Contractor. See Section II.A.3 below.

d. Contractor shall pick up the specimen from BTBC Facilities, BSTDC Clinics and PHL no later than one (1) hour after the scheduled pick-up time and from BTBC Facilities no later than 30 minutes after the scheduled pick-up time.

e. Contractor will provide a telephone number(s) to be used by the Department to make specimen status inquiries on a 24 hour per day, seven day per week basis, using New York City area code or Toll Free (800 or 888) numbers, or other long distance numbers for which the cost shall be paid by the Contractor.

f. If any Bureau requests an emergency pick-up, Contractor must respond to such emergency pick-up request within four (4) hours from the time the request is made.

3. **SPECIMEN PICKUP DURING SPECIAL PUBLIC HEALTH SCREENINGS**

Contractor shall pick up specimens at pre-arranged locations where DOHMH conducts public health screenings. Contractor’s courier will pick up specimens at the time(s) agreed upon by DOHMH and Contractor. If Contractor cannot accommodate specimen pickup, DOHMH reserves the right to have the specimens delivered by designated Bureau staff to the closest Contractor facility for processing at no additional cost to Department. Contractor may be required to pick up specimens at any time; however, Department will make every effort to schedule specimen pick-ups during regular business hours.
4. **RELOCATION OF BUREAU PICK-UP SITES**

If a Bureau Site relocates during the term of the Contract, Contractor will be provided with 30 day prior written notice of such intended relocation. Contractor agrees to work with DOHMH designated personnel to establish a smooth transition from the exit Bureau Site to the new Bureau Site, which includes, but is not limited to, providing the following:

- any necessary equipment
- labor
- transportation
- supervision
- training
- specimen requirements
- maintenance
- information technology
- supplies (including requisition forms, pre-printed with tests that might be ordered; specimen container tubes; bags; centrifuges; sharps for collecting specimen).

Contractor may not charge additional fees as a result of a Bureau Site relocation under this Section.

Contractor agrees to establish routine courier service at the new Bureau Site within 48 hours of the move-in date. Any deviation from the established pick-up schedule will require prior written approval from the appropriate Bureau’s Director or Facility Manager.

5. **REPORTING OF SPECIMEN RESULTS**

A “Lab Report” means a final copy in duplicate of laboratory testing results. Contractor shall provide Lab Reports electronically and by fax; abnormal results must be relayed to the ordering physician of the site that submitted the specimen for testing as soon as such abnormality is identified or in accordance with local, state, and federal oversight entities. At minimum, each Lab Report must include the following information:

- Patient’s Name
- Patient identification Number/Medical Record Number (MR#)
- Patient’s Address
- Laboratory Accession Number
- Patient’s ethnicity and race
- Submitting Facility Location (BSTDC Clinics, BTBC Facilities, and
PHL)

- Facility billing code/account number
- Type of test(s) ordered
- Date/Time of specimen collection
- Date/Time Lab Report completed
- Test Results
- Reference Range
- Testing Laboratory Specimen Number
- Any other information that the laboratory has that may indicate a questionable validity of test results.

a) Contractor shall report unsatisfactory or rejected specimens stating the nature of its unsuitability for testing to the designated Bureau personnel. Each Bureau will furnish the Contractor with the name and contact information of designated personnel within two (2) weeks of the commencement of the Contract arising from this IFB.

b) Contractor shall provide Lab Reports within 24 hours after specimen pick-up.

c) DOHMH acknowledges that certain test procedures may require a turn-around time greater than 24 hours. In these instances, and after receiving written DOHMH approval, Contractor is permitted to extend the time in which to provide a Lab Report to the appropriate Bureau, but Contractor must provide all Lab Reports to the appropriate Bureau by no later than 48 hours after specimen pickup.

d) Contractor shall provide a daily specimen status report listing all specimens received during the prior business day by Patient Name alphabetical order/Accession Number and shall also provide all incomplete specimens pending to each of the Bureau’s Director/Manager or their Designee.

1) During Special Public Health Screenings, the Contractor shall provide “Stats” reports to the designated DOHMH Personnel. Stats reports are needed immediately in order to manage medical emergencies and must be given the highest priority by the Contractor for processing, analysis and reporting of results.

e) Contractor shall notify Bureau Designee of any test(s) that are severe outliers for expected Turn Around Time (TAT). Contractor bears responsibility for referring tests that are beyond their processing capabilities to another facility for processing. Any such referrals will not be considered non-performance of the Contract; however, turnaround time for processing any referred tests MUST be in accordance with Section II.A.5(a-d) of this IFB.
6. TRAINING AND CONSULTATION

Contractor shall provide in-service training to designated DOHMH staff regarding Contractor’s Lab Services and the laboratory rules and procedures. In-service training shall take place at mutually agreeable times at DOHMH facility or at a location agreed upon by Contractor and DOHMH. Contractor’s laboratory staff shall be available to consult with DOHMH personnel by telephone at all times to discuss laboratory procedures and test results.

Contractor shall provide DOHMH with timely access to Contractor’s professional medical and technical staff for consulting regarding testing and patient results.

7. ELECTRONIC DATA INTERCHANGE (EDI) AND HUB SERVICES

Contractor must be able to support the electronic transmission of data, which includes the following:

- Reporting Lab Tests results to DOHMH as directed by DOHMH in an electronic format securely transmitted and compliant with all necessary and usual security safeguards to assure the transmission and receipt of individually identifiable data in a manner compliant with all applicable federal, state, and local laws, rules, and regulations;
- Providing reports/documents/invoices in a searchable digital format;
- Providing easily accessible (either online or within the interface) digital test library with normal result ranges and required specimen collection practices;
- Meeting the standards of the Clinical Laboratory Improvement Amendments of 1988 (CLIA);
- Providing support for Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards that protects the privacy of patient data;
- Using Extensible Markup Language (XML) web services that follow the Simple Object Access Protocol (SOAP);
- Using a web service-based platform (“Hub Service”) that utilizes industry standard tools (e.g., IBM Websphere® MQ) for the delivery and receipt of clinical laboratory orders, acknowledgements, accessions and results by either:
  - hosting a Hub Service written in the Web Services Description Language (WSDL), OR
  - functioning as a guest by utilizing the DOHMH Hub Service;
- Using the HL7 file format and an XML wrapper;
- Using HL7 version 2.5 with a minimum of the following segments:
  - MSH – Message Header
  - SFT – Software
• Providing the results of the official Lab Report within the electronic HL7 message in PDF format using Base64 binary encryption;
• Providing a printed, paper report, upon request, of any or all patients’ test results;
• Reporting the results to the New York State Electronic Clinical Laboratory Reporting System (ECLRS), as required by law;
• Reporting the results to the Centers for Disease Control (CDC), as required by law;
• Providing the Department with the printing equipment hardware, printing supplies – including paper, labels, printer ink/toner cartridges/ribbons – and equipment maintenance necessary to meet Contractor’s standard(s), if any, for the reading/scanning of test order bar-code labels and/or test order requisition forms;
• Providing experienced staff such that the design, development, testing, deployment and management of software deliverables meet project milestones in a reasonable timeframe;
• Providing appropriately qualified staff to maintain Contractor’s Electronic data interchange (EDI) integration software such that any report of EDI failure(s) will result in the expedited diagnosis and resolution of the problem(s).

8. CUMULATIVE SUMMARIES

a) Contractor shall provide the following monthly cumulative summaries to the Department by the end of the month subsequent to the month in which services were delivered. The monthly summaries must include the following:

   • A cumulative summary organized alphabetically by patient last name for each Bureau Site containing the following information:
     o patient’s full name
     o MR#
     o referring Bureau Site name
     o Bureau Site billing code/account number
     o test(s) ordered
     o cost of each test
     o date specimen received.
   • An electronic summary, for reporting month and year to date, organized by test frequency for each Bureau Site and containing the
following information:
  o patient name
  o MR#
  o referring Bureau Site name
  o Bureau Site billing code/account number
  o volume of tests ordered
  o unit charge
  o total charges

- A summary sheet, for the reporting month and for the year to date, organized by dollar volume for each Bureau Site listing tests in descending order of dollar volume and also indicating the volume of tests ordered, the unit charge for each test, and the total charges for the reporting month and for the year to date.
- A summary of all test orders, by Bureau Site and also a total for all Bureau Sites, listed by test number, number of positives.

b) For each six-month period of this Contract, the Contractor shall provide each Bureau with a cumulative summary test frequency sheet indicating the entire BSTDC Clinics, BTBC Facilities and PHL utilization listing (by Bureau Site billing code/account number). These reports are due thirty (30) days after the six (6) months period and must include the following:

- all ordered tests
- the total volume of tests ordered
- the unit charge per test
- total charges
- the percentage of abnormal results for the period.

c) Contractor must have the ability to produce customized electronic data deliverables. The deliverables must be formatted to satisfy compatibility with the Department data management system and must be completed and submitted to the Department upon the Department’s request.

9. QUALITY ASSURANCE AND CONTROL

Contractor shall provide such other services, including, without limitation, a Quality Assurance (“QA”) program. Contractor shall maintain a formal quality assurance program that monitors and evaluates the quality of the testing process (pre-analytic, analytic & post-analytic). Contractor shall maintain QA activities through laboratory inspections and the tracking of proficiency testing outcomes that follow regulations and that meet Joint Commission standards including New York State Department of Health’s Clinical Laboratory Standard Practices.
The Contractor shall provide a monthly listing of QA plans addressing the number of lost and mislabeled, TAT violations and misinterpreted orders. Contractor must include a mitigation and process improvement plan in the monthly QA plan.

a) To ensure proper specimen handling and test performance, the Contractor shall provide the following to each of the Bureau’s designated personnel:

- Duplicate tests
- Mean and standard deviation or internal quality control data by month for past year
- Results of proficiency testing/numerical grades from the following agencies for past two years and during the Contract term:
  o Centers for Disease Control and Prevention
  o College of American Pathologists
  o New York State Department of Health
  o Other New York State-approved Proficiency Testing agencies
- Addresses of processing sites to be used under this Contract
- Description of internal Quality Assurance procedures related to tests performed by Contractor
- For Pap Smear tests, a description of New York State/CLIA-mandated procedures.

b) If any of the DOHMH Bureaus mandate a preferred testing methodology for a particular test or tests other than the testing methodology in use by the Contractor, the Contractor must adopt the preferred testing methodology for such test or tests, subject to such pricing adjustment as may be agreed upon by DOHMH and Contractor for any increased or decreased cost to the Contractor for its adoption of the preferred testing methodology for that particular test or tests.

c) Each Bureau will maintain an internal quality control program to monitor the quality of test results received from Contractor. Split specimens may be sent periodically to Contractor for testing and to another reference laboratory for comparison. The institutions involved with sending split specimens will notify the Contractor of such specimens only for the purpose of cost comparison. Split specimen testing must not exceed one percent of the total annual volume and shall be processed free of charge by Contractor.

d) Contractor may not invoice the Department for repeat testing on a specimen when the results of the initial test are contested by the Department (e.g. inconclusive reading or results which are illogical given past test results).

e) The Department reserves the rights to take the necessary steps to determine, to
its satisfaction, whether services and testing proposed to be furnished satisfy all of the specified requirements and are performed in accordance with the commonly accepted standards of external laboratory monitoring agencies and internal standards at Department. This evaluation will be based on information which the Department submits or requests of Contractor and which is obtained through visits by specified DOHMH personnel to sites used by Contractor to process Department laboratory specimens.

10. SPECIMEN HANDLING

Contractor must retain specimens for the time period specified by the Department, retest specimen and return specimen when requested by BSTDC Clinics, BTBC Facilities and PHL. Contractor must also forward specimens/positive cultures to CDC when requested by the Department.

B. INSURANCE

Contractor agrees to secure and maintain at least the minimum coverages for insurance as required in Appendix A (Schedule of Insurance and Bond Requirement).

C. INCREASE, DECREASE AND ADDITION OF TESTS

The quantities indicated on the Bid Price Sheets are estimates only. Actual quantities may be higher or lower. The Department will pay the Contractor only for actual tests performed. The Department reserves the right to increase or decrease the number of tests at any time during the contract term arising from this IFB. For any increased quantities of tests specified in the IFB, the Department will pay the rate offered by the Contractor in the Bid Sheet.

The Department also reserves the right to add tests at any time during the contract term arising from this IFB. The Department will consider such tests “Additional Tests.” Contractor must perform the Additional Tests as requested by the Bureaus. These Additional Test items are determined to be in the best interest of the Department. The Bureaus will make a request, in writing, to the Contractor for Additional Tests by using an “Updated Bid Sheet”. The Contractor must demonstrate that the cost of each Additional Test item is equal to or less than the market cost. The cost of any Additional Test item shall remain fixed for the remainder of the contract term.

D. SUBCONTRACTING

If, at any time during the term of the Contract, Contractor requires the services of a subcontractor to complete laboratory testing and reporting, Contractor must immediately notify the Department, in writing, of such need and must receive Department’s prior, written approval for the proposed subcontractor(s) before subcontract work may begin.
Contractor 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. Contractor will also be required to enter all subcontractor payment information and other related information in such system during the contract term.

Contractor will not subcontract more than 10% of the test types listed to a subcontractor (“Subcontracting Laboratory”). Contractor must ensure that Subcontracting Laboratory also adheres to the terms and conditions of the Agreement.

Please read Appendix J, the subcontractor compliance notice as it relates to competitive solicitations.

E. INVOICING

1. Contractor will submit invoices on a monthly basis. Contractor must include the following information in each invoice:
   - the address of the Bureau Site serviced
   - the Bureau Site Account Number
   - Invoice Number
   - Date of Service
   - Accession Number
   - Description and Cost/Amount as set forth in this Scope of Services. Each invoice must be received by the Department no later than the last day of the month following the month to which the invoice pertains. Contractor’s invoice must reflect the prices stated in the Bid Sheet of this Contract. The billing period of each invoice shall be a regular calendar month.

2. All requests for payment, and invoices submitted under this Contract, must be submitted by email to: invoiceintake@health.nyc.gov

3. Liquidated damages, if levied hereunder, may be offset by deduction by DOHMH from payments otherwise due to Contractor under the contract arising from this IFB. If the amount that is due to the Contractor pursuant to the contract arising from this IFB is less than the amount of liquidated damages due to DOHMH hereunder, then Contractor shall pay the difference to DOHMH.

F. LIQUIDATED DAMAGES

Due to the difficulty of accurately ascertaining the loss which the City will suffer by reason of the lack of, or delay in, the satisfactory completion of the work hereunder, below are sums fixed and agreed as the liquidated damages that the City will suffer by reason of such lack or delay, and not as a penalty. The parties acknowledge that the damages to the Department for Contractor’s failure to complete the work to the satisfaction of the Department in a timely
manner in accordance with all applicable laws and standards are impossible to quantify, and therefore, the parties agree that the Department may fix certain charges in lieu thereof, which the Department, in its sole judgment believe to be within the reasonable control of the Contractor, as follows:

1. DOHMH, in its sole discretion, may elect to impose liquidated damages equal to the amount of any fine levied pursuant to a citation or violation(s) of applicable law or regulations that cite the DOHMH Bureau Site and are served on any DOHMH Bureau Site or other facility that pertains to each occurrence arising out of or in connection with services performed by the Contractor pursuant to the contract arising from this IFB as prescribed by the applicable statute or regulation for services not rendered in accordance therewith.

2. If Contractor fails to perform any test or fails to render any service required hereunder within the time frame established under the TAT pertaining thereto pursuant to the Contract arising from this IFB, DOHMH, in its sole discretion, may apply liquidated damages if DOHMH finds Contractor responsible for such failure. The amount of liquidated damages will be equal to ten percent (10%) per test cost to be performed within the scheduled visit by each affected patient or client, for each day that such test or service is delayed beyond the required TAT, up to the full price of the contracted price listed on the accepted Bid Sheet for such test or service.

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 Appendix 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 takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Appendix I 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.
I. **COMPLIANCE WITH LAWS**

1. The Contractor shall comply with all local, State, and Federal laws, rules, and regulations applicable to this Contract and to the work specified herein including but not limited to the Federal Occupational Safety and Health Act of 1970, as amended; the Construction Safety Act of 1969, as amended; and any applicable local requirements.

2. All components shall be in accordance with all applicable New York City and State laws, codes, and rules.

3. The Contractor must provide Material Safety Data Sheets (MSDS) for all products used under this Contract.

J. **LIST OF BUREAU SITE LOCATIONS AND HOURS OF OPERATION**

Department provides below the list of locations, hours of operation, and contact numbers for each current Bureau Site. In the event of a change of a Bureau Site location, Department will notify Contractor of the change as noted in Section II.A.4 herein.

<table>
<thead>
<tr>
<th>BUREAU SITE NAME</th>
<th>Facility Address/Contact Number(s)</th>
<th>Days and Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BSTDC Clinic Site in Manhattan</strong></td>
<td>Central Harlem, 2238 Fifth Ave., 1st Fl. (137th Street) New York, NY 10037</td>
<td>Tue-Sat: 8:30am-4:30pm</td>
</tr>
<tr>
<td></td>
<td>Chelsea, 303 Ninth Ave., 2nd Fl. (W. 28th Street) New York, NY</td>
<td>Tue-Sat: 8:30am-4:30pm</td>
</tr>
<tr>
<td></td>
<td>Manhattanville Renaissance Health Center, 21 Old Broadway New York, NY 10027</td>
<td>Mon-Fri: 8:30am-4:30pm</td>
</tr>
<tr>
<td><strong>BSTDC Clinic Site in The Bronx</strong></td>
<td>Morrisania, 1309 Fulton Ave., 2nd Fl. (E. 168th Street) Bronx, NY 10456</td>
<td>Mon-Fri: 8:30am-4:30pm</td>
</tr>
<tr>
<td><strong>BSTDC Clinic Site in Queens</strong></td>
<td>Corona, 34-33 Junction Blvd. (Northern Blvd.) Jackson Heights, NY 11372</td>
<td>Tue &amp; Fri: 8:30am-4:30pm</td>
</tr>
<tr>
<td></td>
<td>Jamaica, 90-37 Parsons Blvd., 1st Fl. (Jamaica Ave.) Jamaica, NY 11432</td>
<td>Tue-Sat: 8:30am-4:30pm</td>
</tr>
<tr>
<td><strong>BSTDC Clinic Site in Brooklyn</strong></td>
<td>Crown Heights, 1218 Prospect Pl., 2nd Fl. (Troy Ave.) Brooklyn, NY 11213</td>
<td>Mon-Fri: 8:30am-4:30pm</td>
</tr>
<tr>
<td></td>
<td>Fort Greene, 295 Flatbush Ave., Ext, 2nd Fl. (Willoughby) Brooklyn, NY 11201</td>
<td>Tue-Sat: 8:30am-4:30pm</td>
</tr>
</tbody>
</table>

<p>| BTBC Facility Sites            |                                                                   |                             |</p>
<table>
<thead>
<tr>
<th>Bureau Site Name</th>
<th>Facility Address/Contact Number(s)</th>
<th>Days and Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bronx</strong> Morrisania Chest Center</td>
<td>1309 Fulton Ave., Rm 225 Bronx, NY 10456</td>
<td>Wed-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Brooklyn</strong> Fort Greene Chest Center</td>
<td>295 Flatbush Avenue Extension, Brooklyn, NY 11201</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Manhattan</strong> Washington Heights Chest Center</td>
<td>600 W. 168th Street, 3rd Floor, New York, NY 10032</td>
<td>Mon &amp; Tue: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Queens</strong> Corona Chest Center</td>
<td>34-33 Junction Blvd. Corona, NY 11372</td>
<td>Mon &amp; Thu: 8:30am-8:00pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tue, Wed, Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sat: 8:30am-4:30pm</td>
</tr>
</tbody>
</table>

(Location and Hours of Operation Table continued)

<table>
<thead>
<tr>
<th>Bureau Site Name</th>
<th>Facility Address/Contact Number(s)</th>
<th>Days and Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BTBC Facilities Requiring Account Numbers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Facilities that will drop off to Contractor’s Labs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bronx TB Field Operations</strong></td>
<td>1309 Fulton Avenue, Room 225 Bronx, NY 10456</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Brooklyn TB Field Operations</strong></td>
<td>485 Throop Ave., Room 3212 Brooklyn, NY 11221</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Manhattan TB Field Operations</strong></td>
<td>DOHMH 42–09 28 Street, 21st Fl. Queens, NY 11101</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Queens TB Field Operations</strong></td>
<td>DOHMH 42–09 28 Street, 21st Fl. Queens, NY 11101</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
<tr>
<td><strong>Richmond TB Field Operations</strong></td>
<td>51 Stuyvesant Place, 4th Fl. Staten Island, N.Y. 10301</td>
<td>Mon-Fri: 8:30am-5:00pm</td>
</tr>
</tbody>
</table>
| **TB Surveillance & Epidemiology**
| (Contractor would establish 3 separate Accounts) | DOHMH 42–09 28 Street, 21st Fl. Queens, NY 11101       | Mon-Fri: 8:30am-5:00pm                |
| **Public Health Laboratory**     | Public Health Laboratory 455 First Ave, 12th Fl., Rm. 1201 New York, NY 10016 | Mon-Sun: 24 Hour Operation |

15TB023000R0X00
SECTION III: BID PROCEDURES AND REQUIREMENTS

1. Status of Information

   a. The Department shall not be bound by any oral or written information released prior to
      the issuance of the IFB.

   b. The Department shall not be bound by any oral or written representations, statements
      or explanations other than those made in this IFB, in Department written responses to
      proposer inquiries or in a formal written addendum to this IFB.

2. Communication With the Agency

   a. Proposers agree that from the date this IFB is issued until the award of the Contract,
      NO contact with Department personnel related to this solicitation is permitted, except
      as is authorized by the Authorized Agency Contact, as identified in Section I of this
      IFB.

   b. All inquiries regarding this solicitation must be addressed in writing to the
      Authorized Agency Contact.

   c. All inquiries must be responded to in writing.

3. Pre-Bid Conference

   None Scheduled.

4. Addenda to the IFB

   a. The Department will issue corrections or amendments to the IFB it deems necessary
      prior to the Bid Due Date in the form of written addenda.

   b. It is the bidder's responsibility to assure receipt of all addenda. It is recommended that
      the bidder verify with the designated Authorized Agency Contact prior to submitting a
      proposal that all addenda have been received. It is recommended that bidders
      acknowledge the number of addenda received as part of their proposals. (See Section
      IV).

5. Site Visit

   When the Invitation for Bids involves performance of services at City facilities, all bidders are
   urged and expected to inspect the site where services are to be performed in order to account
   for all general and local conditions that may affect the cost of performing the Contract.
   Bidders are advised that their failure to inspect a site prior to submission of a bid shall not
   constitute grounds for withdrawing a bid after opening and/or form the basis of a claim
   against the Department after award of the Contract.
A bidder can arrange a site visit by contacting the Authorized Agency Contact.

6. **Form of Bid**

   a. Each bid must be submitted upon the prescribed form (See Section IV) and must contain all information required therein. FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS WITH THE BID WILL RENDER THE BID INCOMPLETE AND NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

   b. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in Section I above. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, bid number and bid title. The bid and all other documents requiring signatures must be signed and notarized. Bid Bonds (if required by Schedule A) must be submitted with the Bid, but in a separate sealed envelope, also as identified above.

   c. The Bid must be typewritten or handwritten legibly in ink. The Bid must be hand-signed in ink. Erasures or alterations must be initialed by the signer in ink.

   d. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of this Contract between the City and the Bidder. The Bidder may also be barred from participating in future City contracts and may be subject to possible criminal prosecution.

   e. Any bids submitted electronically or via fax will not be accepted.

   f. Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or contract documents. Any unsolicited bid samples or descriptive literature which are submitted will not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

   g. The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn, as provided for in Section 8, below.

7. **Proprietary Information, Trade Secrets**

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

8. **Modification or Withdrawal of Bids, Late Bids**
   
   a. A Bidder may modify a withdrawn bid by written notice received in the office designated in Section I, paragraph 4, so long as any modifications are received by the Department by the time and date set for the bid opening.
   
   b. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.
   
   c. Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is deemed late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is deemed late and shall not be considered. However, a modification of a successful bid that is received after the time and date set for receipt of bids but that makes the bid terms more favorable to the City shall be considered at any time it is received.
   
   d. Except as provided for in paragraph (a) of this section, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.
   
   e. If within sixty (60) days after the Registration of the contract by the Comptroller, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at their option and by written notice to the Commissioner, may ask to be relieved of their obligation to perform for the contract. If such notice is given, the bidder waives all claims in connection with this Contract.

9. **Mistakes in Bids**
   
   a. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 8, above.
   
   b. In accordance with Section 3-02(m) of the Procurement Policy Board Rules, if a bidder alleges a mistake in bid after bid opening and before award, the bid may be corrected or withdrawn upon written approval of the Agency Chief Contracting Officer and Agency Counsel if the following conditions are met:
      
      (i) Minor Informalities. Minor informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes
that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the City.

(ii) Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.

(iii) Mistakes Where Intended Correct Bid is Not Evident. Mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a low bid where a unilateral error or mistake has been discovered in the bid and the Contracting Officer makes the following determination, which shall be approved by the ACCO:

(A) the mistake was known or made known to the agency prior to supplier selection or within three days after the opening of the bid, whichever period is shorter;

(B) the price bid was based on an error of such magnitude that enforcement would be unconscionable;

(C) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;

(D) the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(E) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

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

   a. This contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the lowest responsive and responsible bid price or, if the Invitation For Bids so states, the lowest responsive and responsible evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bid. For the purposes of this IFB, the award will be made to the responsive and responsible bidder that offers the lowest bid price.

   b. In accordance with Section 3-02 (o)(2) of the Procurement Policy Board Rules, negotiations with the lowest bidder who is also responsive and responsible, shall be allowed to take place in those circumstances in which such negotiations result in terms which are more favorable to the City.

   c. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation for Bid if that bid is not also the most favorable bid.

   d. When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation for Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

      (i) Award to a certified New York City small minority or woman-owned business entity bidder;

      (ii) Award to a New York City bidder;

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

      (iv) Award to a New York State bidder.

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

   f. The Department may reject a bid if the bidder is determined to be not responsible or non-responsive pursuant to the Procurement Policy Board Rules. The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award, pursuant to Chapter 7, Sections 721, 731, 761 encl. 781, respectively, of the Procurement Policy Board Rules.

   g. The Department, upon written approval by the Agency Chief Contracting Officer (“ACCO”), may reject all bids and may elect to re-solicit if in its sole opinion it shall
deem it in the best interest of the City to do so. The Agency Head may determine that it is appropriate to cancel the Invitation for Bids after bid opening and before award and to complete the acquisition by negotiation, when permitted by rule.

h. Unit Price Contracts

(i) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items multiplied by the corresponding unit prices, and including any lump sum bids on individual items, in accordance with the Estimate of Quantities set forth in the Bid Form.

(ii) Variations from Estimates: Bidders are advised that the Estimate of Quantities of the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered a part of this Contract. Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. If during the progress of the work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Agency of such anticipated overruns. The Contractor shall not be compensated for work performed in excess of 125 percent of the estimated quantities in the bid schedule without written authorization from the Department.

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

i. Lump Sum Contracts

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

11. Bonds

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

Not Required.

b. Performance and Payment Bonds

Not Required.

c. Failure to Execute Contract

In the event of failure of the successful bidder to execute the contract and furnish any required security and insurances, within ten (10) days after notice of the award of the contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently re-let, including the cost of such re-letting and less the amount such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project less the amount of the forfeited deposit.

12. Contractor Requirements

a. Financial Qualifications

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

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

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

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

b. Vendex Questionnaires:

(i) Pursuant to Administrative Code Section 6-116.2 and Section 2-08 of the Rules of the Procurement Policy Board, bidders may be obligated to submit completed VENDEX questionnaires with this bid. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, VENDEX questionnaires must be completed. Any questions concerning this requirement must be submitted to the Authorized Agency Contact. You will be required to submit the completed reports to the Agency within 10 days of notice.

(ii) The same requirements apply to all subcontractors.

c. Employment report:

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

(ii) The same requirements apply to all subcontractors.

d. Americans with Disability Act

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

e. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.
13. **Sub-Contractors**

a. Documents given to a sub-contractor for the purpose of soliciting the sub-contractor's bid shall include either a copy of the bid cover or a separate information sheet setting forth the project name, the contract number (if available), the contracting agency, and the project's location.

b. If a bidder intends to use sub-contractors in the performance of this contract, the bidder must, to the extent known, provide a list of such sub-contractors, including a statement of work to be assigned to each sub-contractor, all relevant licenses and permits required by any governmental agency, and any other information requested by the Department. Such information must be provided with the Bid Package. See Section IV.

c. Subcontractors must comply with the submission requirements for the Vendex Questionnaires and Employment Report.

14. **Comptroller Certificate**

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

15. **Prompt Payment**

The Prompt Payment provisions set forth in Section 4-06 of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under a contract resulting from this solicitation. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determinations of interest due will be made in accordance with the provisions of Section 4-06 of the Procurement Policy Board Rules and General Municipal Law 3-A.
16. **Procurement Policy Board Rules**

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

[Remainder of this page left intentionally blank]
SECTION IV: BID PACKAGE

Instructions for submitting a bid:

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

Cover Sheet/ Checklist

Item 1: Bidder Representations

Item 2: Bid Sheet
This form must be completed and signed by an authorized person representing the bidder, the corporate seal must be affixed, and the form must be notarized. Bidder must include all certifications and other evidence that the bidder and its staff meet the threshold requirements necessary to perform the services required hereunder. Be sure to attach all relevant evidence of training, prior experience and certifications for staff who will be performing services.

Item 3: Acknowledgment of Addenda
This form must be completed and signed by an authorized person representing the bidder.

Item 4: Experience Questionnaire
This form must be completed and signed by an authorized person representing the bidder and the form must be notarized.

Item 5: Forms to be Completed by Bidder
Bidder must complete the following forms and submit them with the Bid:

- Bidder State and Federal Identification Information:
  - New York State Permit Number and Expiration Date, with relevant categories under permit;
  - Medicare Supplier Code Number and Expiration Date;
  - Medicaid Certificate Number and Expiration Date
- The location of laboratory sites where tests would be performed
B. The following items, supplied by the Bidder, must also be included with the Bid Submission:

**Item 6: Required Licenses and Certifications**
- Copy of a valid Clinical Laboratory Improvement Act ("CLIA") License
- Confirmation of College of American Pathologists (CAP) accreditation
- Copy of CAP regulatory compliance
- Copy of Joint Committee on Accreditation Healthcare Organizations (JCAHO) regulatory compliance
- Copy of New York State Department of Health (NYSDOH) regulatory compliance

**Item 7: Audited/Reviewed Financial Statement**
Most recent audited or reviewed financial statement by the CPA.

**Item 8: References**
Bidder must provide three (3) written reference letters from clients who can attest to the bidder’s experience and quality of services. Reference letters must be from clients for whom services were provided within the last three years. DOHMH references are not acceptable for this Bid. References must not be related to the bidder or to the bidder’s employees by blood or marriage.

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

**Item 9: Vendex Questionnaires**
Required for bids exceeding $100,000.

**Item 10: Employment Report**
Required for bids exceeding $100,000.

**Item 11: Liability Insurance and Workers Compensation Certificates**
See Appendix A for Insurance requirements for this Bid.

D. Do not return Sections I, II, or III of this Invitation for Bid; also, do not return the attached Agreement with the Bid Submission. However, please review and submit the forms as required in the Appendices.
E. Upon award of this contract, the Department will send the entire Bid/Agreement to the winning Bidder for execution. It will contain this entire Bid Package, as part of the contract.

[Remainder of this page left intentionally blank]
New York City  
Department of Health and Mental Hygiene  
Bid Submission for:  
OUTSIDE LABORATORY TESTING SERVICES  
Cover Sheet/ Checklist

Bidder’s Legal Name: ___________________________ Date submitted: ________________

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Included</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder Representations</td>
<td>[ ]</td>
</tr>
<tr>
<td>2</td>
<td>Bid Sheet</td>
<td>[ ]</td>
</tr>
<tr>
<td>3</td>
<td>Acknowledgment of Addenda</td>
<td>[ ]</td>
</tr>
<tr>
<td>4</td>
<td>Experience Questionnaire</td>
<td>[ ]</td>
</tr>
<tr>
<td>5</td>
<td>Forms to be Completed by Bidder:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidder State and Federal Identification Information</td>
<td>[ ]</td>
</tr>
<tr>
<td></td>
<td>Location of laboratory testing sites</td>
<td>[ ]</td>
</tr>
<tr>
<td>6</td>
<td>Required Licenses and Certifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of a valid CLIA License</td>
<td>[ ]</td>
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<tr>
<td></td>
<td>Confirmation of CAP accreditation</td>
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<tr>
<td></td>
<td>Copy of CAP regulatory compliance</td>
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<tr>
<td></td>
<td>Copy of JCAHO regulatory compliance</td>
<td>[ ]</td>
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<tr>
<td></td>
<td>Copy of NYSDOH regulatory compliance</td>
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<tr>
<td>7</td>
<td>Audited/Reviewed Financial Statement</td>
<td>[ ]</td>
</tr>
<tr>
<td>8</td>
<td>Three Reference Letters</td>
<td>[ ]</td>
</tr>
<tr>
<td>9</td>
<td>Insurance Certificates</td>
<td>[ ]</td>
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<tr>
<td>B</td>
<td>Certification by Broker</td>
<td>[ ]</td>
</tr>
<tr>
<td>C</td>
<td>Tax Affirmation</td>
<td>[ ]</td>
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<tr>
<td>E</td>
<td>No Bid Response</td>
<td>[ ]</td>
</tr>
<tr>
<td>H</td>
<td>Whistleblower Protection Expansion Act</td>
<td>[ ]</td>
</tr>
<tr>
<td>I</td>
<td>Iran Divestment Rider</td>
<td>[ ]</td>
</tr>
</tbody>
</table>
Item 1: Bidder Representations

Name of Bidder: _________________________________________________________________

Place of Business:________________________________________________________________

Telephone No.__________________________ Tax Identification No:______________________

Date of Bid:____________________________

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

A). If Bidder is Individual:

Home Address of Bidder_______________________________________________________

B).  If Bidder is Partnership:

Name(s) and Home Address(es) of Partners:
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

C). If Bidder is Corporation:

Organized under the laws of the State of________________________________________

Name and Home Address of President____________________________________________

Name and Home Address of Secretary____________________________________________

Name and Home Address of Treasurer____________________________________________

The above-named bidder affirms and declares:

1. The several matters stated and information furnished therein are in all aspects true.

2. The said bidder is of lawful age and the only one interested in this bid; and that
   no person, firm or corporation other than herein before named has any interest in
   this bid, or in the Contract proposed to be taken.

3. By submission of this bid, each bidder and each person signing on behalf of any
   bidder certifies, and in the case of a joint bid each party thereto certifies as to its
   own organization, under penalty of perjury, that to the best of his/her knowledge
   and belief: (l) The prices in this bid have been arrived at independently without
collusion, consultation, communication, or agreement, for the purpose of
restricting competition, as to any matter relating to such prices with any other
bidder or with any competitor or potential competitor; (2) Unless otherwise
required by law, the prices which have been quoted in this bid have not been
knowingly disclosed by the bidder and will not knowingly be disclosed by the
bidder prior to opening, directly or indirectly to any other bidder or to any
competitor or potential competitor; and (3) No attempt has been made or will be
made by the bidder to induce any other person, partnership or corporation to
submit or not to submit a bid for the purpose of restricting competition.

4. That no councilman or other officer or employee or person whose salary is payable in
whole or in part from the City Treasury is directly or indirectly interested in this bid,
or in the supplies, materials, equipment, work or labor to which it relates, or in any of
the profits thereof.

5. That said bidder is not in arrears to the City of New York upon debt, taxes or contract,
and is not a defaulter, as surety or otherwise, upon any obligation of the City of New
York, and has not been declared not responsible, or disqualified, by any agency of the
City of New York or State of New York, nor is there any proceeding pending relating
to the responsibility or qualification of the bidder to receive public contracts except
(describe in detail) ______________________________________________________
____________________________________________________________________

6. The bidder, as an individual, or as a member, partner, director or officer of the
bidder, if the same be a firm, partnership or corporation, executes this document
expressly warranting and representing that should this bid be accepted by the City
and the Contract awarded him, he and his subcontractors engaged in the performance:
(l) will comply with the provisions of Section 343-8.0 of the Administrative Code of
the City of New York and the non-discrimination provisions of Sect. 220a of the
NYS Labor Law as more expressly and in detail set forth in the contract form; (2)
will comply with the provisions of Section 343-9.0 of the Administrative Code of the
City of New York in relation to minimum wages and other stipulations as more
expressly and in detail set forth in the Agreement; (3) have complied with the
provisions of the aforesaid laws since their respective effective date, and (4) will post
notices to be furnished by the City, setting forth the requirements of the aforesaid
laws in prominent and conspicuous places in each and every plant, factory, building
and structure where employees engaged in the performance of the Contract can
readily view it, and will continue to keep such notices posted until the supplies,
materials and equipment, or work labor and services required to be furnished or
rendered by the Contractor have been finally accepted by the City. In the event of
breach or violation of any of the foregoing, the bidder may be subject to damages,
liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a
period of three years. (The words, "the bidder", "he", "his", and "him" where used
herein shall mean the individual bidder, firm, partnership or corporation executing
this bid).
7. Compliance Report: The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that their attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract Agreement, and (2) warrants that they will comply with the provisions of Executive Order No. 50. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that they will comply with the provision of the contract Agreement in providing records, Chapter 8.

8. By submission of this bid, bidder certifies that they now have and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

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

10. That the party signing the Bid Sheet is duly authorized to sign this agreement on behalf of the Contractor.
Item 2: BID SHEET

Bidder’s Legal Name: _______________________________  Bidder’s EIN: ________________

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

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

NOTE #1: This is a requirements contract and is intended to cover, during the term of this Contract, the requirements of the Department. Fees must include all Bidder’s costs, including, but not limited to, all labor, tools, equipment, materials, trucking, insurance, permits, overhead, and profit. The quantities listed on the tables that follow are estimated for the full term of this Contract, and the Department may use more, less, or none of the quantities listed.

NOTE #2: This is a single class bid. Bidders must bid on all items contained in this Bid Sheet. One Contractor will be awarded a contract.

NOTE #3: Bid Price per test will remain fixed for the term of the Contract.
Bidder’s Legal Name: ___________________________  Bidder’s EIN: ____________

PART I: BUREAU OF STD CONTROL –Calculation for one year of testing services

Enter Bidder’s TEST CODE and TEST SPECIFICATIONS, if any. Enter BID PRICE PER TEST (A) and LINE COST (C) for each test specified below. Then enter SUBTOTAL BID PRICE as indicated.

<table>
<thead>
<tr>
<th>TEST CODE</th>
<th>DESCRIPTION</th>
<th>TEST SPECIFICATION</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TPPA - SYPHILLIS</td>
<td>$</td>
<td>5,508</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GC NAAT TESTING-</td>
<td>$</td>
<td>1,977</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAP SMEAR TEST (THIN PREP) INC INTERP.</td>
<td>$</td>
<td>2,714</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAP WITH MD INTERPRETATION REMOVE</td>
<td>$</td>
<td>352</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RPR</td>
<td>$</td>
<td>58,573</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RPR TITER</td>
<td>$</td>
<td>3,757</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part I SUBTOTAL BID PRICE for one year (sum of column C): $
Bidder’s Legal Name:________________________________ Bidder’s EIN:______________

PART I: BUREAU OF STD CONTROL – Total Bid Price Calculation

PART I – TOTAL BID PRICE

A: Subtotal BID Price for one year: $__________________________

B: Number of years in the contract: 5 years

TOTAL BID PRICE FOR PART I: (A x B): $__________________________
Bidder’s Legal Name: ___________________________  Bidder’s EIN: ______________

**PART II: BUREAU OF TUBERCULOSIS CONTROL - Calculation for one year of testing services**

Enter Bidder’s TEST CODE and TEST SPECIFICATIONS, if any. Enter BID PRICE PER TEST (A) and LINE COST (C) for each test specified below. Then enter SUBTOTAL BID PRICE as indicated.

<table>
<thead>
<tr>
<th>TEST CODE</th>
<th>DESCRIPTION</th>
<th>TEST SPECIFICATION</th>
<th>A BID PRICE PER TEST</th>
<th>ESTIMATED # OF TESTS</th>
<th>C LINE COST (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amylase, Serum</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Anachoice SCR</td>
<td></td>
<td>$</td>
<td>15</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C.Difficile Toxin A &amp; B</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Carbamazepine, Total</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>CBC w/ Diff &amp; PLT</td>
<td></td>
<td>$</td>
<td>4,000</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>CD4</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Chem-Screen Panel</td>
<td></td>
<td>$</td>
<td>6,000</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Culture, Urine, Routine</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>ESR, Westergren</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Ferritin</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HAV AB (IGM)</td>
<td></td>
<td>$</td>
<td>2,360</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB Core AB, Total</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB E AB</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB E AG</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB S AB, QL</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB S AG Neutralization</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB S AG w/ Reflex Conf</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HCG, Serum</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HCV RNA, QN, Real Time PCR</td>
<td></td>
<td>$</td>
<td>35</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hemoglobin A1C</td>
<td></td>
<td>$</td>
<td>140</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis A, AB W/Refl IGM</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis B Viral PCR</td>
<td></td>
<td>$</td>
<td>35</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis Panel w/ RFX</td>
<td></td>
<td>$</td>
<td>2,300</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Histone AB</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Iron &amp; TIBC, Serum</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Magnesium</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Phenytoin (Dilantin)</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Platelet Count, Special</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Prothrombin Time</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>PTT</td>
<td></td>
<td>$</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Quantiferon-TB Gold</td>
<td></td>
<td>$</td>
<td>6,000</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Rheumatoid Factor</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Thyroid Panel + TSH</td>
<td></td>
<td>$</td>
<td>120</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>TSH</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Urinalysis</td>
<td></td>
<td>$</td>
<td>15</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vitamin B12 + Folate</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HCV AB reflex to PCR</td>
<td></td>
<td>$</td>
<td>35</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB S AG Reflex to neutralization</td>
<td></td>
<td>$</td>
<td>35</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HB S AB, QL</td>
<td></td>
<td>$</td>
<td>35</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Part II SUBTOTAL BID Price for one year (sum of column C):** $
Bidder’s Legal Name:______________________________  Bidder’s EIN:______________

PART II: BUREAU OF TUBERCULOSIS CONTROL – Total Bid Price Calculation

PART II – TOTAL BID PRICE

A: Subtotal BID Price for one year: $__________________________

B: Number of years in the contract: ___________5 years_________

TOTAL BID PRICE FOR PART II: (A x B): $__________________________
Bidder’s Legal Name: ____________________________  Bidder’s EIN: ________________

PART III: NYC PUBLIC HEALTH LABORATORY – Calculation for one year of testing services

Enter Bidder’s TEST CODE and TEST SPECIFICATIONS, if any. Enter BID PRICE PER TEST (A) and LINE COST (C) for each test specified below. Then enter SUBTOTAL BID PRICE as indicated.

<table>
<thead>
<tr>
<th>TEST CODE</th>
<th>DESCRIPTION</th>
<th>TEST SPECIFICATION</th>
<th>BID PRICE PER TEST</th>
<th>ESTIMATED # OF TESTS</th>
<th>LINE COST (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerobic &amp; anaerobic Culture</td>
<td>All [blood, wound, body fluids, tissue]</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Antimicrobial susceptibility testing (AST)</td>
<td>Included in above</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Blood Culture</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Neisseria gonorrhea Culture and AST</td>
<td>All Sources</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Neisseria meningitidis identification, serogrouping, and AST</td>
<td>We perform ID and AST - Serogrouping goes to the NYSDOH</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>B. pertussis culture</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>H. influenza serotyping</td>
<td>We perform ID and AST - Serogrouping goes to the NYSDOH</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Listeria monocytogenes serotyping</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Legionella Culture, DFA, and Urinary Antigen Test</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Mycobacteria Culture, Smear, PCR &amp; AST</td>
<td>Reflex to PCR if smear + Send AST to DOH if culture +</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Mycobacterial isolate identification &amp; AST</td>
<td>Included in above</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>QuantiFERON – TB Gold (QFT – G)</td>
<td>In tube</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>CT/GC NAAT</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Stool Culture</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Campylobacter spp identification</td>
<td>Included in Stool Culture</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Shiga-toxin-producing E. coli identification and serogrouping</td>
<td>Included in Stool Culture - Serogrouping to DOH</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Salmonella spp serotyping</td>
<td>Included in Stool Culture - Serogrouping to DOH</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Shigella spp serotyping and AST</td>
<td>Included in Stool Culture - Serogrouping to DOH</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vibrio spp identification</td>
<td>Included in Stool Culture</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Enteric isolate identification</td>
<td>Included in Stool Culture</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Norovirus real-time RT-PCR</td>
<td>Included in Stool Culture</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HIV Viral Load</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Multi Spot HIV-1 and HIV-2</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HIV-1 Western Blot</td>
<td>Not performed</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HIV-2 EIA</td>
<td>Not Done - Part of Multiplex above</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HIV-2 DNA PCR</td>
<td>Same as HIV Viral Load above</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>HIV pooled NAAT</td>
<td>Not Done - DOH Lab</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4th Generation HIV Assay</td>
<td>p24 Ag EIA</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis screen ABC</td>
<td>(Hep A Ab, BsAg, BsAb, BcAb, Hep C)</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis A Ab IgG and IgM</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis B viral load</td>
<td>(quantitative DNA PCR)</td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Hepatitis B Core Antibody, Total</td>
<td></td>
<td>$</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
**PART III: NYC PUBLIC HEALTH LABORATORY – Year 1 Calculation (continued)**

Enter Bidder’s TEST CODE and TEST SPECIFICATIONS, if any. Enter BID PRICE PER TEST (A) and LINE COST (C) for each test specified below. Then enter SUBTOTAL BID PRICE as indicated.

<table>
<thead>
<tr>
<th>TEST CODE</th>
<th>DESCRIPTION</th>
<th>TEST SPECIFICATION</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hepatitis B Surface Antigen</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HBsAb, QL</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HBsAg W/REFLEX CONF</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hepatitis C viral load (quantitative RNA PCR)</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hepatitis C Ab EIA</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HCV RIBA</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Herpes Simplex Virus (HSV) Culture and Typing</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VZV IgM</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VZV IgG</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VZV real-time RT-PCR</td>
<td>$</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>West Nile, PNA, RT-PCR, NY (serum)</td>
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<td>West Nile Virus IgG (serum)</td>
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<td>West Nile Virus IgM (serum)</td>
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<td>West Nile Virus RNA, CSF (NY)</td>
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<td>Dengue real-time RT-PCR (on [clinical] human and [environmental] mosquitos) DOH/CDC</td>
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<td>Measles IgG</td>
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<td>Measles IgM</td>
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<td>Measles real-time RT-PCR Not Performed</td>
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<td>Rubella IgG</td>
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<td>Mumps IgM</td>
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<td>Mumps real-time RT-PCR Not Performed</td>
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<td>CDC Comprehensive Flu Panel (seasonal flu, pdmH1N1, A/H5, A/H7) - Send to CDC/DOH</td>
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<td>Novel Coronavirus 2012 real-time RT-PCR Send to DOH/CDC</td>
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<td>Respiratory Viral Panel (RVP) Luminex (Film Array)</td>
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<td>Orthopox (smallpox) RT-PCR Send to DOH/CDC</td>
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<td>Non-Orthopox (vaccinia virus, monkeypox virus, and cowpox virus) RT-PCR Send to DOH/CDC</td>
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<td>Virus Culture</td>
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<td>Rotavirus rapid antigen detection test</td>
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Part III SUBTOTAL BID Price for one year (sum of column C): $
Bidder’s Legal Name:_______________________________          Bidder’s EIN:_______________

PART III: NYC PUBLIC HEALTH LABORATORY – Total Bid Price Calculation

PART III – TOTAL BID PRICE

A: Subtotal BID Price for one year:                           $__________________________

B: Number of years in the contract:                         5 years

TOTAL BID PRICE FOR PART III: (A x B):                      $__________________________
Bidder’s Legal Name:_______________________________  Bidder’s EIN:___________

Part IV: TOTAL BID PRICE CALCULATION

Total Bid Price calculation for Contract Term (five years):

TOTAL BID PRICE FOR PART I (from page _2_ of Bid Sheet):  $ ________________  
TOTAL BID PRICE FOR PART II (from page _4_ of Bid Sheet):  $ ________________  
TOTAL BID PRICE FOR PART III (from page _7_ of Bid Sheet):  $ ________________  
TOTAL BID PRICE FOR PARTS I, II, and III (sum of I, II, and III above):  $ ________________  

Please write out in words the Total Bid Price for Parts I, II, and III above:  ____________________________________________  Dollars

In case of any discrepancy between the price in words and that in figures, the lowest price will be considered the bid price.

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

Bidder: ______________________________________________________________   
  (Insert Full Legal Name of the Company)

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

Attest: _______________________________________________________________   
  (Secretary of Corporate Bidder)

(Corporate Seal)

TO BE NOTARIZED:

Sworn to before me this ____ day  
of ____________, 2015  

  (Notary Public or Commissioner of Deeds)
(TO BE NOTARIZED)

A) AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

STATE OF _______________)  
COUNTY OF _____________)ss:

__________________________ being duly sworn says:

I am the person described in and who executed the foregoing bid and the several matters therein 
stated are in all respects true.

____________________________________
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this _____day of_____________ , 2015

________________________________________
Notary Public
B) AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF _______________)
COUNTY OF _____________) ss:

_________________________________________ being duly sworn says:

I a member of ______________________________________, the firm described in and which
executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the
several matters
therein stated are in all respects true.

____________________________________
(Signature of Partner who signed the bid)

Subscribed and sworn to before me this _____day of_____________, 2015

________________________________________
Notary Public

15TB023000R0X00
C) AFFIDAVIT WHERE BIDDER IS A CORPORATION:

STATE OF _______________)
COUNTY OF _____________)ss:

____________________________________ being duly sworn says:
I am the ________________ of the above named Corporation whose name is subscribed to and which
executed the foregoing bid. I reside at ___________________________________________. I have
knowledge of the several matters therein stated, and they are in all respects true.

____________________________________
(Signature of Officer who signed the bid)

Subscribed and sworn to before me this _____day of ____________ , 2015

________________________________________
Notary Public
Item 3: Acknowledgment of Addenda

Complete Part I or Part II, whichever is applicable:

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

ADDENDUM # 1, DATED______________________________ , 20__
ADDENDUM # 2, DATED______________________________ , 20__
ADDENDUM # 3, DATED______________________________ , 20__
ADDENDUM # 4, DATED______________________________ , 20__
ADDENDUM # 5, DATED______________________________ , 20__
ADDENDUM # 6, DATED______________________________ , 20__

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

DATE__/__/__

PROPOSER (NAME)_______________________________________________________

PROPOSER (SIGNATURE)_________________________________________________
**Item 4: Experience Questionnaire**

Bidders Name_______________________________________________________

Telephone No: ______________________ Federal Tax Identification No: _____________________

Submitted by  _ A Corporation; _ A Co-Partnership;  _ An Individual Date: ______________

Principal Office: ______________________________________________________

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

1. Indicate the number of years of experience the bidding firm has in laboratory testing services:
   
   (a) As a Prime Contractor ______ Type of work:________________________________
   (b) As a Subcontractor ______ Type of work: _________________________________

2. Have you ever failed to complete any work awarded to you?__________________________
   If so, where and why?_________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________

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

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

5. Name of corporations or companies that you have ever been connected with other than the
above as a member, partner, director or officer.
   ___________________________________________________________________________
   ___________________________________________________________________________
   ___________________________________________________________________________
6. Have you ever appeared before the Board of Responsibility of the City of New York? __________
   (If Yes, give details) ____________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

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

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

9. In what other lines or business are you financially interested? ____________________________________________________________________________
   ____________________________________________________________________________

10. For what corporations or individuals have you performed work, and to whom do you refer? ____________________________________________________________________________
   ____________________________________________________________________________

11. For what cities have you performed work and to whom do you refer? ____________________________________________________________________________
    ____________________________________________________________________________

12. For what counties have you performed work and to whom do you refer? ____________________________________________________________________________
    ____________________________________________________________________________

13. For what State Bureaus or Departments have you performed work and to whom do you refer?
    ____________________________________________________________________________
    ____________________________________________________________________________

14. Have you ever performed any work for the US Government? _________________
    If so, when and to whom do you refer?
    ____________________________________________________________________________
    ____________________________________________________________________________
15. Have you filed Performance Record Reports with the Bureau of Contract Information, Inc., Washington D.C.? __________________________________________________

If yes, give date: ___________________________________________________

16. What projects has your organization completed within the last five years?

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ __________________
Original Scheduled Completion Date: _____ Actual Completion Date: ______

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

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ __________________
Original Scheduled Completion Date: _____ Actual Completion Date: ______

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

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ __________________
Original Scheduled Completion Date: _____ Actual Completion Date: ______

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

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ __________________
Original Scheduled Completion Date: _____ Actual Completion Date: ______

If not completed by original scheduled completion date, give reasons therefor:
Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ ___________________  
Original Scheduled Completion Date: ______  Actual Completion Date: ________

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

___________________________________________________________________

___________________________________________________________________

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

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ ___________________ Date Started: ___________________
Percentage of Contract Time elapsed as of this date: ________________________

If Percent of elapsed time exceeds percentage of work completed, give reasons therefor:

___________________________________________________________________

___________________________________________________________________

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ ___________________ Date Started: ___________________
Percentage of Contract Time elapsed as of this date: ________________________

If Percent of elapsed time exceeds percentage of work completed, give reasons therefor:

___________________________________________________________________

___________________________________________________________________

Project Identification and Nature of Project: ______________________________
Name and Address of Owner: __________________________________________
Contract Amount: $ ___________________ Date Started: ___________________
Percentage of Contract Time elapsed as of this date: ________________________

If Percent of elapsed time exceeds percentage of work completed, give reasons therefor:

___________________________________________________________________

___________________________________________________________________
Project Identification and Nature of Project: ____________________________________________
Name and Address of Owner: ______________________________________________________
Contract Amount: $ ___________________ Date Started: ____________________________
Percentage of Contract Time elapsed as of this date: ________________________________

If Percent of elapsed time exceeds percentage of work completed, give reasons therefor:

____________________________________________________________________________

____________________________________________________________________________

Project Identification and Nature of Project: ____________________________________________
Name and Address of Owner: ______________________________________________________
Contract Amount: $ ___________________ Date Started: ____________________________
Percentage of Contract Time elapsed as of this date: ________________________________

If Percent of elapsed time exceeds percentage of work completed, give reasons therefor:

____________________________________________________________________________

____________________________________________________________________________
Dated at__________________________________________________________

This ______ day of_________________, 20__

__________________________________________________
Full Legal Name of Organization

By _____________________________________________________
Name and Title of Person Signing

STATE OF____________ )
   ss:
C0UNTY OF____________ )

Being duly sworn deposes and says that he is_____________________________________ of the above ____________________________________________ (Name of Organization) and that the answer to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of________________ 20__

________________________________________
Notary Public

My commission expires____________
Item 5: Forms to Be Completed by Bidder

[CONTINUED ON NEXT PAGE]
Bidder State and Federal Identification Information

Bidder’s Legal Name: ____________________________  Bidder’s EIN: _____________

**New York State**
New York State Permit Number: ____________________________
Expiration Date: ____________________________
Relevant categories under permit: 

______________________________________________________________________________
______________________________________________________________________________

**Federal**
Medicare Supplier Code Number: ____________________________
Expiration Date: ____________________________
Medicaid Certificate Number: ____________________________
Expiration Date: ____________________________
# Location of Bidder’s Laboratory Testing Sites

Bidder’s Legal Name:_______________________________  Bidder’s EIN:_____________

Enter the Location Name, Address, and City and State for each of Bidder’s laboratory testing sites.

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>City, State</th>
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ARTICLE 1: DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

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

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

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

J. “Law” or “Laws” shall mean the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.
K. “Procurement Policy Board” or “PPB” shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

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

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

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

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

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

Section 2.02 Conflicts of Interest

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

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

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

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

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

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

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

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars ($1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor’s total revenues, then the Contractor must have a minimum of five (5) persons on its Board.
H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

**Section 2.03 Fair Practices**

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

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

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

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

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

**Section 2.04 VENDEX**

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor’s Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.
Section 2.05 Political Activity

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

Section 2.06 Religious Activity

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

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

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

Section 2.08 Bankruptcy and Reorganization

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

ARTICLE 3: ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

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

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

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

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

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

Section 3.02 Subcontracting

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

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

C. All subcontracts shall contain provisions specifying that:

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

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

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

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

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

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

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

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

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

**ARTICLE 4: LABOR PROVISIONS**

**Section 4.01 Independent Contractor Status**

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

Section 4.02  Employees

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

Section 4.03  Removal of Individuals Performing Work

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

Section 4.04  Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.
Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

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

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

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

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

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

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

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

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

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

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

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

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

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

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

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

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

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

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

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

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

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

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

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

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.
ARTICLE 5: RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

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

Section 5.02 Retention of Records

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

Section 5.03 Inspection

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

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.
C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

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

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

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

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

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department’s designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.
Section 5.07 Investigations Clause

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

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

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

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

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

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

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

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

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

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

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

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

F. Definitions

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

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

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.
4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

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

Section 5.08 Confidentiality

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

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

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

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

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

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

ARTICLE 6: COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

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

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

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

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

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

Section 6.02 Patents and Inventions

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

Section 6.03  Pre-existing Rights

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

Section 6.04  Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7: INSURANCE

Section 7.01  Agreement to Insure

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

Section 7.02  Commercial General Liability Insurance

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

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.
Section 7.03  Professional Liability Insurance

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

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

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

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

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

Section 7.05  Unemployment Insurance

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

Section 7.06  Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.
B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

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

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

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

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

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

Section 7.08 Proof of Insurance

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

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

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

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

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

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

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner, Department of Health and Mental Hygiene, Office of the ACCO, 42-09 28th Street, 17th Floor-CN 30A, Long Island City, NY 11101 and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

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

B. The Contractor’s failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
C. Insurance coverage in the minimum amounts required in this Article shall not relieve
the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the
City from exercising any rights or taking such other actions as are available to it under any other
provisions of this Agreement or Law.

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

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

ARTICLE 8: PROTECTION OF PERSONS AND PROPERTY
AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

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

Section 8.02 Protection of City Property

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

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees
harmless from any and all claims (even if the allegations of the lawsuit are without merit) or
judgments for damages on account of any injuries or death to any person or damage to any property
and from costs and expenses to which the City, its officers and employees may be subjected or which
it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor
and/or its subcontractors to the extent resulting from any negligent act of commission or omission,
any intentional tortious act, or failure to comply with the provisions of this Agreement or of the
Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

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

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

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

Section 8.06 Actions By or Against Third Parties

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

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

Section 8.07 Withholding of Payments

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

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.
C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

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

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

Section 8.08  No Third Party Rights

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

ARTICLE 9: CONTRACT CHANGES

Section 9.01  Contract Changes

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

Section 9.02  Changes Through Fault of Contractor

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

ARTICLE 10: TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01  Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.
B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

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

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

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

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

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

**Section 10.03 Contractor Default**

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

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

   1) a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

   2) b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

   3) c. a criminal violation of any state or federal antitrust law;

   4) 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;

   5) 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

   6) f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

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

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

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

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

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.
Section 10.04 Force Majeure

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

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

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

Section 10.05 Procedures for Termination

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

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

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

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

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

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

|ARTICLE 11: PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER|

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.
B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

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

**Section 11.02 Electric Funds Transfer**

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

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

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

**ARTICLE 12: CLAIMS**

**Section 12.01 Choice of Law**

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.
Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys’ fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

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

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

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

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

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

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

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

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.
4. Finality of Agency Head Decision. The Agency Head’s decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board (“CDRB”) pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

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

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

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

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

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

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

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

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

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

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

   2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH’s offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.
3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency’s case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

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

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

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

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.
Section 12.04 Claims and Actions

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

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

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

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

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.
ARTICLE 13: APPLICABLE LAWS

Section 13.01 PPB Rules

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

Section 13.02 All Legal Provisions Deemed Included

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

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

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

Section 13.04 Compliance With Laws

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

Section 13.05 Americans with Disabilities Act (ADA)

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

Section 13.06 Voter Registration

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

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

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

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

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.
4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

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

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

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

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

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

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

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

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

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

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

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

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

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

7) a. seek to influence an applicant’s political preference or party designation;

8) b. display any political preference or party allegiance;

9) 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

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

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

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

Section 13.07 Participation in an International Boycott

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

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.
C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

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

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

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

Section 13.09 Access to Public Health Insurance Coverage Information

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

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

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter “pamphlet”), the Contractor hereby agrees as follows:
1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

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

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

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

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

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

Section 13.10 Distribution of Personal Identification Materials

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

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

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

**ARTICLE 14: MISCELLANEOUS PROVISIONS**

**Section 14.01 Conditions Precedent**

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

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

**Section 14.02 Merger**

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

**Section 14.03 Headings**

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

**Section 14.04 Notice**

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

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

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

[NO FURTHER TEXT ON THIS PAGE]
IN WITNESS WHEREOF, the parties have executed this agreement in triplicate as of the date on which the last party to this Agreement executes this Agreement.

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By: __________________________
    Deputy Commissioner

CONTRACTOR: __________________________
    (Print Full Legal Name of Contractor)

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

(Place Seal Here)

APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY

__________________________
Corporation Counsel

Date: __________________________
CORPORATION COUNSEL CONTRACT APPROVAL

Agency  DOHMH
E-PIN  81615B0005
Contractor

Approved as to form
Certified as to legal authority

Electronically Signed By HOWARD FRIEDMAN  Date 05/27/2015 17:05

Acting Corporation Counsel
ACKNOWLEDGMENT BY COMMISSIONER

STATE OF NEW YORK )

ss:

COUNTY OF __________ )

On this _____ day of ________________, 2015 before me personally came ______________________________, to me known and known to me to be the Agency Chief Contracting Officer of the Department of Health and Mental Hygiene of the City of New York, the person described in whom, as such Commissioner, executed the foregoing agreement, and s/he duly acknowledged to me that s/he executed the same on behalf of the City of New York and the Department of Health and Mental Hygiene for the purpose herein mentioned.

___________________________________
Notary Public or Commissioner of Deeds
ACKNOWLEDGMENT BY CORPORATION

STATE OF NEW YORK  
COUNTY OF ____________

On this _____ day of _____________ 2015 before me personally came ________________________, who being by me duly sworn, did depose and say that (s)he resides in the City of ___________________; that (s)he is the ________________ of the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order for the purposes therein mentioned.

_________________________________
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY PARTNERSHIP

STATE OF NEW YORK  
COUNTY OF ____________

On this ____ day of __________________, 2015 before me personally came _____________________ to me known and known to me to be a member of ______________________________ the firm described in and which executed the foregoing instrument and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

_____________________________________
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF NEW YORK  
COUNTY OF ____________

On this______ day of _________________, 2015 before me personally came ____________________________ to me known and known to me to be the same person described and who executed the foregoing instrument and (s)he acknowledged to me that he executed the same for the purposes therein mentioned.

_____________________________________
Notary Public or Commissioner of Deeds
## APPENDIX A

### SCHEDULE OF INSURANCE AND BOND REQUIREMENTS

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Coverage</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Deposit</td>
<td>2% of Contract Price</td>
<td>Not Required</td>
</tr>
<tr>
<td>- or -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond</td>
<td>10% of Contract Price</td>
<td>Not Required</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>See Section II- Scope of Services</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory Requirements</td>
<td>(X)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 each accident</td>
<td>(X)</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 per occurrence</td>
<td>(X)</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$2,000,000 aggregate</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence</td>
<td>(X)</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$2,000,000 aggregate</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following coverage must be provided:

- Comprehensive Form
- Owned
- Hired
- Non-Owned
- Professional Liability $1,000,000 per occurrence
- $3,000,000 aggregate
[Pursuant to Article Seven of the Agreement portion of this IFB, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

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

________________________________________________________________________
[Name of broker (typewritten)]

________________________________________________________________________
[Address of broker (typewritten)]

________________________________________________________________________
[Signature of authorized officer of broker]

________________________________________________________________________
[Name of authorized officer (typewritten)]

________________________________________________________________________
[Title of authorized officer (typewritten)]

________________________________________________________________________
[Contact Phone Number for Broker (typewritten)]

________________________________________________________________________
[Email Address of Broker (typewritten)]

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

________________________________________________________________________
NOTARY PUBLIC
APPENDIX C
TAX AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except ____________________________________________.

Full name of proposer or bidder address:
____________________________________________________________________
City ___________________________________ State ___________ Zip ____________

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

(   ) A  -- Individual or Sole Proprietorship
      SOCIAL SECURITY NUMBER

(   ) B  -- Partnership, Joint Venture or other unincorporated organization
      Employer Identification Number

   - - - - - - - - - - - - - - - - - - - - - - - - -

(   ) C  -- Corporation
      Employer Identification Number

   - - - - - - - - - - - - - - - - - - - - - - - - -

By:

_______________________________
Signature

_______________________________
Title

(Must be signed by an officer or duly authorized representative)

If a proposer/bidder is a corporation, place seal here:

Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder’s disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City contracts.
APPENDIX D

CHARTER SECTION 312(a) CERTIFICATION

× The Agency has determined that the contract(s) to be awarded through this procurement action 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 procurement action will result in the displacement of any York City employee(s) within this Agency. See attached Displacement Determination Form.

The contract to be awarded through this procurement action 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.

[Signature]
Agency Chief Contracting Officer or Designee

[Signature]
Date

6/3/15
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: 81615B0005
Your Name: Lorna Roberts
Phone: (347) 396-7527  Email: lroberts@health.nyc.gov

Please specifically identify the service(s) being procured.

To procure lab testing services on an as needed basis for the DOHMH STD and TB clinics, Public Health Laboratories and TB Field Sites. The vendor will provide laboratory services as well as pick up specimens at various sites and provide rush turn-around time for specimens of immediate concern. PHL does not perform lab tests for TB and STD that are included in the contract.

Plan ID No.: FY15NDOHMHS

☐ 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.

Laboratory Microbiologist and Associate Laboratory Microbiologist

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.

Services from contractor to be utilized only in an emergency when testing capacity at PHL is exceeded, or when testing is unavailable at PHL due to unforeseen circumstances.

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.

Services from contractor to be utilized only in an emergency when testing capacity at PHL is exceeded, or when testing is unavailable at PHL due to unforeseen circumstances. It is virtually impossible to hire the amount of staff needed in a short time during unforeseen circumstances.

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.

Laboratory Microbiologist (22) and Associate Laboratory Microbiologist (35)
☐ 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).
APPENDIX E:
THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE OFFICE OF CONTRACTS

“NO BID RESPONSE”
PIN: 15TB023000R0X00

_____________________________________HAS OPTED NOT TO BID ON
(Contractor Name)

LABORATORY TESTING SERVICES

For the following reason(s):

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Contact Name____________________________________
(Signature)
Date____/____/____

Return this form to the Department at the address in the cover letter (Attention: Michael Santangelo, Esq., Contract Manager); or email to Bids@health.nyc.gov (indicate “Lab Testing Bid” in subject line)
APPENDIX F
DIRECT DEPOSIT/ ELECTRONIC FUNDS TRANSFER (EFT) VENDOR
PAYMENT ENROLLMENT FORM
DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT)  
VENDOR PAYMENT ENROLLMENT FORM

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

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

SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER: _____________________________
   (AS IT APPEARS ON W-9 FORM)

2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):
   _____________________________

3. VENDOR'S PRIMARY ADDRESS:
   __________________________________________

4. VENDOR'S EMAIL ADDRESS:
   _____________________________

5. CONTACT PERSON NAME: _____________________________  
   CONTACT PERSON TELEPHONE NUMBER:
   _____________________________

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:
   _____________________________

2. ACCOUNT NAME:
   _____________________________

3. BANK NAME:
   _____________________________

4. BANK BRANCH ADDRESS:
   __________________________________________

5. ROUTING TRANSIT NUMBER: (LOCATED AT THE BOTTOM OF YOUR CHECK)
   _____________________________

6. ACCOUNT TYPE:
   (CHECK ONE)  □ CHECKING  □ SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:
   _____________________________  
   TELEPHONE NUMBER:
   _____________________________

SECTION III - VENDOR SIGNATURE

VENDOR SIGNATURE _____________________________  
PRINT NAME _____________________________  
DATE _____________________________
DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

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

SECTION I - VENDOR INFORMATION

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

SECTION II - FINANCIAL INSTITUTION INFORMATION

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

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.
## APPENDIX G

### PICK-UP SCHEDULES FOR BUREAU SITES

#### LABORATORY PICK-UP SCHEDULE FOR BSTDC

<table>
<thead>
<tr>
<th>Bronx BSTDC Site</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MORRISANIA</strong></td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
</tr>
<tr>
<td>Site</td>
<td>1309 Fulton Avenue, 2nd Floor (E. 168th St.)</td>
<td>Bronx, N.Y. 10456</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manhattan BSTDC Sites</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CENTRAL HARLEM</strong></td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
</tr>
<tr>
<td>Site</td>
<td>2238 Fifth Avenue, 1st Floor (137th St.)</td>
<td>New York, N.Y. 10037</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **CHELSEA**          | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM      | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     |
| Site                 | 303 Ninth Avenue, 2nd Floor (W. 28th St.) | New York, N.Y. 10001 |                       |                      |                      |                     |                      |

| **MANHATTANVILLE RENAISSANCE HEALTH CENTER** | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM      | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     |
| Site                 | 21 Old Broadway      | New York, N.Y. 10027 |                       |                      |                      |                     |                      |

<table>
<thead>
<tr>
<th>Brooklyn BSTDC Sites</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CROWN HEIGHTS</strong></td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
</tr>
<tr>
<td>Site</td>
<td>1218 Prospect Place, 2nd Floor (Troy Ave)</td>
<td>Brooklyn, N.Y. 11213</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **FORT GREENE**      | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM      | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     | 10:00AM & 4:00PM     |
| Site                 | 295 Flatbush Ave., Ext., 2nd Floor (Willoughby) | Brooklyn, N.Y. 11201 |                       |                      |                      |                     |                      |
### Queens BSTDC Sites

<table>
<thead>
<tr>
<th>Site</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORONA</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
</tr>
<tr>
<td>34-33 Junction Blvd. (Northern Blvd) Jackson Heights, NY 11372</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JAMAICA</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
<td>10:00AM &amp; 4:00PM</td>
</tr>
<tr>
<td>90-37 Parsons Blvd. 1st Fl; (Jamaica Ave.) Jamaica, NY 11432</td>
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</tbody>
</table>

### LABORATORY PICK-UP SCHEDULE FOR THE BTBC (Pick up must be no later than 30 minutes after scheduled time)

<table>
<thead>
<tr>
<th>BTBC Site</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bronx</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
<td>3:30PM</td>
<td>3:30PM</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
</tr>
<tr>
<td>Morrisania Chest Center</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>1309 Fulton Avenue, 1st Fl. Bronx, NY 10456</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Manhattan</td>
<td>3:30PM</td>
<td>3:30PM</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
<td>No pickup scheduled</td>
</tr>
<tr>
<td>Washington Heights Chest Center 600 W. 168th St, 3rd Floor New York, NY 10032</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brooklyn</td>
<td>12:00PM &amp; 4:00PM</td>
<td>12:00PM &amp; 4:00PM</td>
<td>12:00PM &amp; 4:00PM</td>
<td>12:00PM &amp; 4:00PM</td>
<td>12:00PM &amp; 4:00PM</td>
<td>3:30PM</td>
<td>No pickup scheduled</td>
</tr>
<tr>
<td>Ft. Greene Chest Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>295 Flatbush Avenue Ext., 4th Floor Brooklyn, NY 11201</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Queens</td>
<td>12:00PM, 4:00PM, &amp; 7:00PM</td>
<td>1:00PM &amp; 4:00PM</td>
<td>1:00PM &amp; 4:00PM</td>
<td>12:00PM, 4:00PM, &amp; 7:00PM</td>
<td>1:00PM &amp; 4:00PM</td>
<td>3:30PM</td>
<td>No pickup scheduled</td>
</tr>
<tr>
<td>Corona Chest Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34-33 Junction Blvd., 2nd Fl. Jackson Heights, NY 11372</td>
<td></td>
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</tr>
</tbody>
</table>

### LABORATORY PICK-UP SCHEDULE FOR PHL (Pick up must be no later than one hour after scheduled time)

<table>
<thead>
<tr>
<th>PHL Site</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health Laboratory</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
<td>8:30AM, 2:30PM, &amp; 8:30PM</td>
</tr>
<tr>
<td>455 First Ave, 12th Fl, Rm. 1201 New York, NY 10016</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Routinely Late*
APPENDIX H

WHISTLEBLOWERS PROTECTION EXPANSION ACT

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.

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.

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,
imcluding 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.
New York City Administrative Code section 7-805
Remedies of employees.

a. (1) Any officer or employee of the city of New York who believes that he or she has been the subject of an adverse personnel action, as such term is defined in paragraph one of subdivision a of section 12-113 of the administrative code of the city of New York; or

(2) any officer or employee of the city or state of New York, who believes that he or she has been the subject of a retaliatory action, as defined by section seventy-five-b of the civil service law; or

(3) any non-public employee who believes that he or she has been the subject of a retaliatory action by his or her employer, as defined by section seven hundred forty of the labor law because of lawful acts of such employee in furtherance of a civil enforcement action brought under this section, including the investigation, initiation, testimony, or assistance in connection with, a civil enforcement action commenced or to be commenced under this section, shall be entitled to all relief necessary to make the employee whole. Such relief shall include but not be limited to: (i) an injunction to restrain continued discrimination, (ii) reinstatement to the position such employee would have had but for the discrimination 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 discrimination, including litigation costs and reasonable attorneys' fees.

b. An employee described in subdivision (a) of this section may bring an action in any court of competent jurisdiction for the relief provided in this section.
APPENDIX I

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.
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:
REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

Department of Investigation (DOI) Complaint Bureau
212-825-5959

or by mail or in person at:
DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU

or file a complaint on-line at:
www.nyc.gov/doi

All communications are confidential.

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.

- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over $100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.

- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.
APPENDIX J

SUBCONTRACTOR TRACKING NOTICE

NOTICE TO BIDDERS:

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

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

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

Contractor hereby agrees to these provisions.
ADDENDUM/NOTICE TO BIDDERS:

Pursuant to recent amendments to State law expected to take effect prior to the award of this contract, purchase contracts subject to GML §103 (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law) shall be awarded on the basis of best value as defined in the State Finance Law §163. State Finance Law §163(1)(j) defines best value as that bid or offer that optimizes quality, cost, and efficiency. Accordingly, this contract will be awarded on the basis of best value to the City, which will be determined to be the lowest responsive and responsible bidder, provided however that the Mayor may, pursuant to Charter §313(b)(2), direct the agency to award this contract to other than the low bidder in the best interest of the City by determining, in writing, that another bid optimizes quality, cost, and efficiency and is thus the best value to the City. An award to other than the low bidder may only be made to a bidder whose bid is within 10% of the lowest responsive and responsible bid.
APPENDIX L
NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

NOTE WELL: A DETERMINATION HAS BEEN MADE THAT NO M/WBE PARTICIPATION GOALS ARE REQUIRED TO BE SET FOR THIS AGREEMENT, AND ACCORDINGLY, NO SPECIFIC PARTICIPATION GOALS HAVE BEEN SET.

However, to the extent that subcontracting is permitted hereunder, the Contractor is encouraged to utilize Minority and Women Owned Business Enterprises (M/WBE).

Note Well: A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DBBS at 110 Williams Street, New York, New York, 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.