Bill De Blasio
Mayor

REQUEST FOR PROPOSALS (RFP)

Request for Proposals (RFP) Citywide Standby Information Technology and Telecommunications Consulting Services

PIN: 85816P0002

Anne Roest
Commissioner

John Katsorhis
Agency Chief Contracting Officer

IT IS ILLEGAL TO ENGAGE IN PRACTICES THAT COULD UNDERMINE OR PREVENT THE FAIR AWARD OF A CONTRACT RELATED TO THIS SOLICITATION.

THE COMPTROLLER OF THE CITY OF NEW YORK IS CHARGED WITH THE AUDIT OF ALL NEW YORK CITY CONTRACTS. ANY CONTRACTOR WHO BELIEVES THAT THERE HAS BEEN UNFAIRNESS, FAVORITISM OR IMPROPRIETY IN THE PROPOSAL PROCESS SHOULD INFORM THE COMPTROLLER OF THE CITY OF NEW YORK, OFFICE OF CONTRACT ADMINISTRATION, ONE CENTRE STREET, ROOM 835, NEW YORK, NEW YORK 10007; TELEPHONE NUMBER 212-669-2797
THE CITY OF NEW YORK (the “City”)
DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS (the “Agency”)
REQUEST FOR PROPOSALS (“RFP”)

TITLE: CITYWIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS CONSULTING SERVICES

EPIN #: 85816P0002

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AUTHORIZED AGENCY CONTACT PERSON

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

Name: Latanya Ferguson  
Title: Senior Contract Manager  
Mailing Address: 255 Greenwich St. 9th Fl  
New York, NY 10007  
Telephone #: (212)788-6691  
Fax #: (646)500-5086  
E-Mail Address: lferguson@doitt.nyc.gov

All questions to, and requests for information from, the City concerning this Request for Proposals by a Prospective Proposer or a Proposer, or a representative or agent of a Prospective Proposer or Proposer, should be directed only to the Authorized Agency Contact Person. Include “E-PIN: 85816P0002” in all correspondence.
SECTION I - TIMETABLE

A. **Release Date of this Request for Proposals:** December 1, 2015

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

Telephone #: (212)788-6691  
Fax #: (646)500-5086  
E-Mail Address: lferguson@doitt.nyc.gov

B. **Questions from Prospective Proposers**

1. Questions concerning this solicitation will be accepted from Prospective Proposers. All questions should be in writing and sent via e-mail or fax to the Authorized Agency Contact Person identified above.

2. No questions from Prospective Proposers will be accepted after **December 14, 2015, 2:00PM (EST)**. All questions and answers will be shared in writing with all Prospective Proposers that are on record with DoITT as having received this solicitation. Such questions and answers will be distributed in the form of an addendum to this Request for Proposals within two weeks, approximately, after the last date to submit written questions.

D. **Proposal Due Date and Time and Location:**

- **Date:** December 31, 2015  
- **Time:** 12:00 PM (EST)  
- **Location:** Proposals shall be submitted to DoITT located at 255 Greenwich St. 9th Fl, NY, NY 10007.

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

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

D. **Anticipated Contract Start Date:** July 1, 2015
SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The City of New York (“City”), acting by and through its Department of Information Technology and Telecommunications (“DoITT” or “Department” or “Agency”) is seeking to establish enterprise-wide (i.e., City-wide) Multiple Award Standby Agreements (“MASA”) for staff augmentation services, in order to create a pool of Contractors who will compete for assignments for City agency projects and can provide qualified and experienced information technology and telecommunications consulting service (“ITCS”) resources on an as needed project basis, while meeting any and all Service Level Requirements defined in this RFP or in Task Orders issued pursuant to the Contract. These Contractors must be able to respond quickly to requests to provide resources for staff augmentation services, which will be paid for on an hourly basis, to any New York City agency (hereinafter referred to as a “Requesting Agency”) when a need for ITCS professionals has been identified. Once under contract with the City, the Contractors will compete for assignments for City agency projects.

B. Anticipated Contract Term

It is anticipated that the term of the Contracts will be from the Agency’s notice to proceed for three (3) years with one (1) three-year option to renew at the City’s discretion. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and renewal term. The Contract may also be terminated prior to expiration at the City’s sole discretion. The City reserves the right to award no contracts at all, if it is deemed to be in the City’s best interest.

CONTINUATION OF TASK ORDERS: Task orders must be issued prior to expiration of the term of the Contract. Such Task Orders may extend beyond the expiration of the term of the Contract, in which event the consultant will be required to work beyond that date to the completion of the assignment, and the terms and conditions of the Contract shall continue to apply to the Task Order until the Task Order’s termination or expiration, and acceptance by the Requesting Agency.

C. Anticipated Payment Structure

In accordance with the Office of the Comptroller’s Directive 31 (Special Audit Procedures for Information Technology Consulting), the Contracts will contain maximum Hourly Wage Rates and a standard maximum Personnel Markup for each of the labor categories listed in the Price Proposal for the initial contract term. These rates and markups will be the basis for determining the hourly rates contained in individual Task Orders. The Hourly Wage Rates and the Personnel Markups that Contractors offer during the Tier 2 process may be lower than, but cannot exceed, the Hourly Wage Rates and Personnel Markups contained in the Contract.

Assignments for individual projects will be based on time and materials (i.e., hourly rates for services provided). The payment structure of the Contract will include performance-outcome measures (i.e., specific performance payment outcome measures and related financial incentives and/or disincentives).

However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City’s best interest.
A. **Agency Goals and Objectives for this RFP**

The Agency’s goals and objectives for this RFP are:

- to establish at least three (3) contracts to provide IT and telecommunications staff augmentation services on a standby as-needed project basis for DoITT and City agencies whereby the Contractor would provide appropriately qualified candidates/consultants as specified in individual requests placed by City agencies.

- to respond quickly to requests to provide resources for IT and telecommunications staff augmentation services, which will be paid for on an hourly basis, to any Requesting Agency when a need for IT professionals has been identified;

The Contractor will be expected to perform all of the following:

- Screen candidates to select those with the most relevant skills/experience
- Manage all candidate-related Human Resources issues
- Meet the all service level requirements defined in Appendix B or in Task Orders issued pursuant to the Contract.

B. **Agency Assumptions Regarding Contractor Approach**

For each project, a contractor will be selected pursuant to a mini-bid procedure in accordance with the procedures set forth in “Establishment of Tier 2 Projects” herein and with guidelines developed by DoITT. The selection process will include an agency request for services sent to each contractor and the evaluation of candidates’ resumes/qualifications based upon evaluation criteria defined in the request. Each project will be governed by a Task Order, signed by the Requesting Agency, DoITT and the Contractor, which will describe the scope of services and costs of the particular consultant. The Task Order will be filed with the Comptroller by the Requesting Agency. The Contractor may be required to manage more than one Task Order at any given time. The Contractor will invoice the applicable Requesting Agency for work performed under Task Orders issued by such Requesting Agency.

Partnering arrangements to meet the requirements of this RFP are acceptable to the City, provided: 1) that the role and legal relationship between the entities is specified; and (2) that each entity is obligated under the proposal with only one of them being the primary point of contact.

1. **Scope of Services**

**Service Approach**

The Contractor must perform, at a minimum, the following:

- Screen candidates to select those with the most relevant skills/experience, including:
  - Educational credential validation
  - Pre-interview to verify qualifications
  - Validation of technical skills and experience
- Complete an industry standard background check of proposed candidates
- On an as-needed basis, perform additional security clearance or background checks (such as fingerprinting) beyond the standard background check
- Comply with the Requesting Agency’s time frame for submission of resumes and (if any) candidate interviews
- Manage Task Order modification and expiration processes
- Manage all candidate-related Human Resources issues

A Requesting Agency may at its discretion request additional background checks to be conducted by the Contractor at its own expense.

**Primary and Secondary Vendors**

In the Notice to Proceed, the City shall inform each Contractor whether it has been designated as a Primary Vendor or a Secondary Vendor. The City’s determination as to which proposers will be designated as Primary Vendors or Secondary Vendors will be based on the ranking of the proposers’ overall evaluation scores.

The City may change a Contractor from a Primary to Secondary Vendor if the Contractor fails to perform the requirements described in this Scope of Services, or fails to meet any Service Level Requirement. However, the City may make this change for other reasons, including, but not limited to: quality of performance, the capacity for improved performance, costs to the City, or any issues specific to a particular project. In a situation where a Primary Vendor is being replaced by a Secondary Vendor, the Secondary Vendor will be chosen based on the highest rated evaluation score from the RFP.

Only during the periods when the Contractor is designated as a Primary Vendor will Requesting Agencies distribute Requests for Services to the Contractor, and only during these periods may the Contractor submit a project proposal (see below) in response to Requests for Services.

If a Contractor’s status is changed from Primary Vendor to Secondary Vendor, any existing Task Order(s) with the Contractor will survive unless otherwise terminated by the Requesting Agency.

**Project Management**

Contractor would have a Project Manager available throughout the duration of the contract, to function as the authorized point of contact with the City available to respond promptly and fully to all contract requirements and issues that may arise.

2. **Establishment of Tier 2 Projects**

All Contracts will be available for use by any Requesting Agency. This section describes the procedures for awarding specific work assignments during the Tier 2 selection process. Additional information regarding this Tier 2 selection process is set forth below in this RFP in the sections on “Requesting Agency Rights and Responsibilities” and “DoITT’s Rights and Responsibilities.”

a. **Requests for Services**

During Tier 2 (i.e., after the Contract has been awarded), the Requesting Agency will submit a Request for Services to all Contractors who are currently designated as Primary Vendors. A Request for Services will include all information the City believes necessary and appropriate to provide, including an indication of whether the Contractor’s assigned staff will require additional security clearances in addition to the standard background checks of candidates. A Request for Services will indicate the due date for the receipt of resumes, which will be one day to two weeks from the Contractor’s receipt of the Request for Services, depending on the urgency of the request. It will also include:

- the category of expertise needed;
- labor category or categories of the position(s) required;
- a description of mandatory and preferred experience and expertise for the position(s) required;
- the number of consultants required for the assignment;
- the number of candidate resumes that the Requesting Agency would like the Contractor to submit;
- Project description and timeline of the assignment, including working hours; and
• Evaluation criteria and their respective weights, to be used by the Requesting Agency in selecting a Consultant for the assignment. The evaluation criteria will be developed by the Requesting Agency and will be based on both technical and price criteria. The City will provide the same information to all of the Contractors. (A sample of the form used for Requests for Services is provided as Template 1.) Unless otherwise stated in the Request for Services the evaluation criteria shall be as follows:

- Experience – 40%
- Technical Ability – 35%
- Cost – 25%

b. Project Proposal

1. Contractors designated as Primary Vendors will use the Request for Services as the basis for a submission, which should include resumes, Hourly Wage Rates, and Hourly Bill Rates for all proposed candidates. The resumes should include all prior City/Agency experience. A sample submission form is provided as Template 2. The Contractor should submit two references for each candidate; a sample of the form used to submit references is provided as Template 2a.

2. The Hourly Bill Rates and Personnel Markups contained in the contract(s) will be the basis for determining costs associated with Task Orders. The Hourly Bill Rates and Personnel Markups in the Project Proposal may be equal to or lower than the Hourly Bill Rates and Personnel Markups included in the contract between DoITT and the vendor, but cannot exceed such hourly rates and markups.

3. Each Contractor that is currently designated as a Primary Vendor shall respond to every Request for Services for an individual Task Order for which it is solicited. If a Contractor currently designated as a Primary Vendor declines to propose on the Request for Services, a “no bid” response must be submitted within the time for submission of the Project Proposal, as specified in the Request for Services. The DoITT Agency Chief Contract Officer may determine that a Contractor currently designated as a Primary Vendor is in default if it fails to bid without an adequate explanation of such “no bid.” If a Contractor currently designated as a Primary Vendor repeatedly submits a “no bid” such that it fails to submit qualified candidates for at least 75% of the Requests for Services issued in a single year, (i.e., the Contractor must propose qualified candidates on 75% of all Requests for Services) the City may take appropriate action, including changing the Contractor’s status from Primary Vendor to Secondary Vendor, or termination of the contract. If the Contractor is a Secondary Vendor as of the Effective Date (or the anniversary of the Effective Date) and is designated a Primary Vendor before the next anniversary of the Effective Date, the Contractor shall be deemed to have submitted responsive Proposals in response to every Request for Services issued during the time it had been a Secondary Vendor beginning at the Effective Date (or anniversary of the Effective Date, as appropriate).

4. The Contractor’s response should include resumes of all proposed candidates. In its Request for Services, the Requesting Agency may require either in-person or phone interviews with these candidates. Note: Submission of a candidates’ resume, whether direct employees or subcontractors, implies that such individuals will be available to perform the services for which their names and resumes have been submitted within the requested timeframe.

5. The Project Manager or Hiring Manager from the applicable Requesting Agency will evaluate the resumes and proposed hourly rates of all candidates who meet the minimum requirements set forth in the Request for Services, and select the candidate that best meets the City’s requirements in accordance with evaluation criteria defined in the Request for Services. Candidates will be evaluated without consideration of the Contractor’s rating in the Tier 1 evaluation process. A sample of the evaluation form used by the Requesting Agency is provided as Template 3.

6. In the event of multiple openings for a specific Request for Services, the Requesting Agency reserves the right to select candidates in any combination. For instance, if a Request for Services requires six
people, the Requesting Agency reserves the right to hire two candidates from Contractor A, three from Contractor B, and one from Contractor C.

7. The Requesting Agency and the selected Contractor(s) will enter into a contractual Task Order.

8. Unless otherwise stated in the Request for Services, subcontracting is permitted. The Contractor is required to disclose its intention to use the services of a subcontractor in its response, and the City reserves the right, in its sole discretion, to prior review and approval of each proposed subcontractor and its technical staff.

c. Task Orders

Each assignment will be governed by a Task Order, executed between the Requesting Agency, DoITT and Contractor, which will define the contractual relationship between the Requesting Agency and the Contractor for the duration of that project. The Task Order will incorporate and be subject to the terms and conditions of the Contract between Contractor and DoITT, specify the scope of services and the start date and duration of the assignment, and describe activity descriptions and fees. The Task Order may also include Service Level Requirements in addition to those specified in the Contract, and may include Service Credits that the Contractor must provide to the City in the event of its failure to meet the Service Level Requirements.

The Task Order will be reviewed by the Requesting Agency, DoITT, and other oversight agencies as necessary to ensure that it meets the best interests of the City; that it is an appropriate use and in accordance with the terms and conditions of the Contract.

The duration a Task Order may, upon the agreement of the parties, and upon compliance with applicable New York City procedural requirements, be extended for an additional period or periods of time. The Requesting Agency may extend an assignment beyond the expiration date of the Contract until such time as the assignment can be brought to a successful completion.

A sample project Task Order template is provided as Template 4.

3. Rights and Responsibilities

a. Contractor Responsibilities

Each Contractor awarded a Multiple Award Standby Agreement (MASA) shall have the following responsibilities and obligations

General

1. The Contractor shall provide an account manager and/or a project manager to act as the liaison for the entity and the primary contact for DoITT. Such account manager or project manager shall be a person with sufficient experience and expertise to act as the primary liaison between the parties and to assume overall responsibility for the Contractor’s performance under the Contract; shall have direct access to the officers or other key decision-makers in his or her organization; and shall have the authority to call upon the experience, expertise, and resources of such organization to assure proper performance of the Contract. The City may communicate with such account manager or engagement manager regarding assigned consultants working under the Contract, and such account manager or engagement manager will be responsible for ensuring that any issues that may arise are satisfactorily dealt with.

2. The Contractor is required to execute a non-disclosure agreement (Appendix A) as a condition of contract award, and Contractor and consultants must comply with the security and other administrative rules, regulations and policies set forth by the City, DoITT, and the Requesting Agency.

3. Each Contract will require the Contractor to maintain insurance coverage during the term of the contract, as outlined in Appendix E.
Service Level Requirements

4. The Contractor must meet or exceed the minimum Service Level Requirements (SLR), as defined in Appendix B, throughout the life of the Contract.

Recruitment

5. The Contractor is required to identify and recruit qualified IT professionals. The Contractor is required to utilize strict screening processes to ensure that the City will only review the most qualified candidates.

6. At the City’s request, the Contractor would also provide recruitment-for-hire services for selected IT positions. In such cases, the outcome of the selection process would be the City’s hire of the successful candidate, rather than an assignment to a consulting position.

Responses to Requests for Services

7. For each Request for Services, Contractors designated as Primary Vendors are required to undertake the following activities:
   - Identify a pool of appropriate and diverse candidates
   - Conduct initial interviews
   - Verify professional license(s) and certification(s) if applicable
   - Verify that candidates have appropriate documentation to be employed in the United States
   - Test/verify/confirm technical skills if required (e.g., web-based testing)
   - Check references
   - Perform background checks, including the following information checks:
     - Criminal record during the last seven years
     - Payment of taxes during the last six years (State and Federal)
     - Verification of education
     - Verification of employment history
     - Any service in United States Armed Forces, and, if so, the type of discharge

8. Contractors designated as Primary Vendors will respond to every Request for Services issued by a Requesting Agency in accordance with the response turnaround time designated for such assignment. Approximate ranges may be from one day to two weeks or more, depending on the urgency of the assignment;

9. The City of New York expects that the Contractor will understand the technical requirements of a requisition, and (if designated as Primary Vendors) will promptly submit to the Requesting Agency a list of viable candidates who are 1) technically capable of satisfactorily performing the assigned tasks; and 2) available for the proposed start date and the duration of the project;

10. The qualifications (education, training, experience and/or certifications) of the Candidates whose resumes are submitted in response to a Request for Services must at a minimum meet those specified in the Request, and the offered rate must not exceed the Tier 1 hourly rate established for that labor category in the Contract. Resumes that do not meet the minimum requirements specified in the Request will not be evaluated, and such submissions will not satisfy the requirement that the Contractor submit candidates to at least 75% of all Requests for Services.

11. Retired or former employees of the City may be subject to various laws governing conflicts of interest of which the Contractor should be aware in proposing such candidates for assignments under this RFP. It is the responsibility of the Contractor to be aware of, and not participate in the violation of, any legal restrictions (i.e., under Chapter 68 of the City Charter) applicable to the employment of current or former City employees.
12. The Contractor shall take all necessary and appropriate steps to determine that each candidate proposed by the Contractor to perform work under the Contract has all applicable Federal, State or Local authorizations for employment, and that such eligibility shall be maintained at all times that such individual is engaged by the Contractor under the Contract to gain access to any City facilities, information systems or data contained therein.

13. Unless the Contract makes explicit provisions for services performed at a facility outside of the United States, all services provided under the Contract must be performed in the United States.

Assignment

14. If the Contractor is awarded an assignment, then it is required to provide the consultant(s) who were offered to and selected by the Requesting Agency at the agreed-upon rate(s). The consultant(s) must appear for work at the location(s) designated by the Requesting Agency on the start work date for the assignment that was designated in the consultant’s Task Order.

15. The personnel performing the services under the Contract will be employees or independent contractors of the Contractor and will not be employees or independent contractors of the Requesting Agency or the City. The Contractor shall be solely responsible for their acts, personal conduct, and quality of work performance, and shall also be solely responsible for payment of wages and compensation, providing fringe benefits, if any, insurance, and the withholding of taxes and such other appropriate charges to the employee’s earnings. In addition, the Contractor shall be solely responsible to these personnel for all other terms and conditions of employment, if any. The Contractor’s policies with respect to conduct, work performance, and attendance shall be in accordance with reasonable and lawful labor practices.

16. If the Task Order states that all or certain services shall be performed at City-provided facilities, the individuals thus assigned shall at a minimum, unless otherwise agreed in writing by the Requesting Agency, be expected to be present during the hours of 9 AM and 5 PM Eastern Time, Monday to Friday, except for holidays designated by the City. The eight-hour work day includes one unpaid hour for meals. Unless the Contractor is notified otherwise by the City, such holidays are:

- New Year’s Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When one of these holidays occurs on a Saturday, it is the City’s normal practice to consider the preceding Friday a holiday; and when one of these holidays occurs on a Sunday, to consider the following Monday a holiday.

17. The Contractor is responsible for informing the Requesting Agency of lateness, illness, and/or holidays in advance where possible.

18. The Contractor will ensure that selected consultants are notified of start times, confidentiality and security policies, and all other relevant information and requirements pertaining to the consultant’s assignment, including but not limited to the following:
• Consultants must execute non-disclosure and confidentiality agreements as required by the City
• Consultants are required to be familiar with and adhere to the Citywide Information Security Policies and Standards as published on the internet at http://www.nyc.gov/infosec and on the intranet at http://cityshare.nycnet/infosec
• Consultants will receive a copy of the User Responsibilities Policy and provide their City manager with a signed acknowledgement of receipt and understanding of said policy.

19. Upon the City’s request, the Contractor shall provide, for the City’s review and approval, any materials regarding the Contract or a Task Order that were distributed by the Contractor to its staff for training purposes.

20. The Contractor will make every reasonable effort to resolve any conflicts that may arise with City agencies.

21. All documentation provided by the City to the consultants to assist in their efforts shall be returned upon request to the Requesting Agencies when their project assignment has been completed.

22. All documentation, material, work products, and all tangible or intellectual property created or developed during the course of the consultant’s assignment(s) will be turned over to the Requesting Agency and owned by the City. Examples may include, but are not limited to:
   • All project documentation and source code;
   • A report of findings and recommendations for business process analyses or re-engineering designs;
   • All application configuration items, including relevant code, products, objects, style sheets and supporting documentation;
   • Product specifications;
   • All relevant code, documentation of test plans, test scripts and test results, documentation of development, installation, and maintenance protocols, and all supporting documentation for new applications developed; and
   • Knowledge transfer to staff designated by the Requesting Agency to ensure that the Requesting Agency has the means to continue to utilize the benefits/features of the project.

23. Ownership rights in existing products owned either by the Contractor or third-parties shall remain either with the Contractor or other third-party owner.

24. The Contractor will ensure that all access cards and other materials, equipment and/or devices issued for the duration of the assignment are returned to the issuing agency. Final payment may be withheld until surrendered.

Continuity/Replacement of Consultants

25. The Contractor shall not assign individuals to a project other than those expressly authorized in writing by the City. The City shall have the right, at no additional charge, to interview, check the references of, and accept or reject any candidate and any successor candidates to which comparable job functions may be assigned.

26. The Contractor shall maintain continuity of its consultants throughout each assignment. The Contractor shall not transfer, remove or replace the consultant for a different project for the duration of such assignment unless such transfer, removal or replacement is at the request of the City or due to a bona fide promotion, illness, family leave, disability, termination of employment, or other circumstance beyond the Contractor’s reasonable control. Prior to any
permitted transfer, removal or replacement, the Contractor shall provide the Requesting Agency with at least thirty (30) days’ notice of such action.

27. Once assigned to a project for the duration specified in the Task Order, the Contractor will not remove consultant(s) without the approval of the Requesting Agency. The Contractor shall replace unplanned departures within three (3) work days, unless the Requesting Agency and the Contractor agree upon a different timeframe. The Requesting Agency reserves the right to direct the Contractor to replace any consultant promptly whose services the Requesting Agency deems unsatisfactory. Proposed replacement staff (i.e., consultants) is subject to pre-approval in writing by the Requesting Agency, and the Requesting Agency shall have the right to interview the candidate(s) at no cost, upon request. The proposed replacement consultant(s) must have skills and level of experience comparable or superior to the person being replaced and be provided at the same or lower hourly rate. The Contractor shall provide the resumes and appropriate references of proposed replacement candidates. In addition, the Contractor shall use commercially reasonable efforts to ensure a smooth transition at no additional cost to the City, including the provision of knowledge transfer documentation and cooperation between the replaced and the newly-assigned personnel or, where appropriate or in the case of replacements, an overlap in the assignment of the replaced and newly-assigned personnel for as long as is necessary for the new candidate(s) to become prepared to perform the tasks required by the assignment.

28. The City may notify the Contractor when it finds any consultant to be unacceptable for any lawful reason; including the City's reasonable determination that he or she is not performing to the City’s satisfaction. Upon receipt of such notice the Contractor shall, within five (5) business days (excluding City holidays), review the matter with the City and, unless otherwise agreed by the parties, promptly remove such individual from provision of services under the Task Order.

29. Other than when the City makes use of recruitment-for-hire services that might be offered by the Contractor, the City is under no obligation to pay recruitment or hiring fees should any consultant be hired as a City employee.

Timesheets/Invoices

30. The Contractor will submit monthly invoices directly to the Requesting Agency. Lunch or mealtime must not be included in the number of billable working hours, nor holidays, vacations, or sick leaves taken by the consultant during the engagement. Work performed over a weekend or holiday must be pre-approved by the Requesting Agency. Services, if any, authorized to be provided after regular work hours, on weekends, or on holidays are billable at the standard hourly rate established for the work assignment by the Requesting Agency.

31. In accordance with the Office of the Comptroller’s Directive 31 (Special Audit Procedures for Information Technology Consulting), the Contractor must provide with its monthly invoice original documentation of the Hourly Wage Rates of Consultants (i.e., payroll runs) for the City to verify compliance with the Hourly Wage Rates and Personnel Markups agreed to in the Task Order.

32. The Contractor shall instruct consultants to comply with the Requesting Agency’s timekeeping policies, which may require that consultants submit weekly timesheets to their supervisor or designee for approval. Failure of the Contractor to review and correct said timesheets may result in adjustments of said timesheets by the Requesting Agency’s contract manager, and reductions in fees payable to the Contractor. Consultants may also be required to enter their work times into a City designated application for the purpose of utilization reporting.

33. The Contractor must submit associated timesheets with each monthly invoice. Weekly timesheets with each employee’s hours and rate detailed at the Task Order/project level should be submitted to the Requesting Agency. Timesheets must be approved by the Contractor and submitted to the agency for review within a reasonable time frame from the date of work.
performance, but no longer than one month, unless extraordinary circumstances arise and the Requesting Agency’s contract manager documents in writing the necessity for, and approves, an extension. All timesheets should include the following information:

- Reasonably detailed narrative descriptions of all work done each day by each identified consultant, tied to a specific, trackable Contract activity or deliverable, and rounded to the nearest quarter hour;
- Lunch hours or other work breaks;
- Work locations for each project or activity; and
- Certifications by the consultant and by his/her on-site supervisor. Certification by off-site supervisors is only permitted in the case of the highest level consultant manager on site. If work is not conducted on-site, or an individual consultant has no on-site supervisor, the agency official responsible for managing that consultant must certify the consultant’s timesheet, attesting at a minimum that he or she has regularly observed or communicated with the consultant during the period and believes the time reported reasonably corresponds to the effort and/or progress made during that period.

34. It will be the exclusive responsibility of the Contractor to administer its employee payroll. A Requesting Agency shall not be responsible for the distribution of the consultant’s paycheck or related material.

35. No overtime or schedule differentials premiums will be paid to the Contractor for consultants that perform work after/outside of normal business hours. All hours worked will be paid in accordance with the contract pricing for the consultant’s labor category.

36. In order to properly prepare and authorize payment vouchers, overtime requests must be approved in writing and for documented project-specific reasons by the Requesting Agency in advance of the contractor performing the work.

Reports

The City requires that the Contractor meet with DoITT on a monthly basis (or upon the City’s request) to present reports showing both current status and contract utilization over time. Contract utilization reports shall include, but not be limited to, the following information for active and inactive Task Orders under the contract:

- the Requesting Agency for each Task Order
- the child contract # and/or the assignment number for each Task Order
- the consultant’s name for each Task Order
- the labor category, job title, Hourly Wage Rate, and Personnel Markup for each Task Order
- the amount expended that month for each Task Order, each requesting agency, and each labor category
- the amount expended that month on all Task Orders, broken down by requesting agency and labor category
- the start and expiration dates for each Task Order
- the total amount expended to date for each Task Order, each requesting agency, and each labor category
- the remaining balance for each Task Order

On a quarterly basis, the Contractor shall present reports on the current status of:

- SLR achievement
- Minority-owned and woman-owned supplier utilization
Quarterly SLR achievement reports shall cover calendar quarters and be submitted no later than the 15th day of the succeeding calendar quarter. If any service deficiencies are identified across the entire contract, the Contractor and City representatives will determine a plan of action to ensure that the level of service improves, with remedies prescribed for missing specific targets. If three consecutive quarterly reports occur with minimal or no improvement in the identified areas, the Contractor will be considered in default and the City may terminate the contract.

b. Requesting Agency Rights and Responsibilities

1. The Requesting Agency issues the Request for Services. The Requesting Agency will utilize the Requisition for Consulting Services form (Template 2) or an equivalent to request submission of resumes and Tier 2 “Better Pricing” offers.

2. The Requesting Agency reserves the right to request consultants with specific vendor certification(s).

3. The Requesting Agency reserves the right to limit the number of resumes submitted by each Contractor for the assignment, with the same limit enforced for each Contractor.

4. The Requesting Agency will respond to the Contractor’s written questions, providing a copy of the same information to each Contractor.

5. The Requesting Agency reserves the right to set a reasonable deadline for the submission of candidates’ resumes and proposed pricing, and not to consider any candidates whose resumes and pricing are not received until after such deadline or not in accordance with the submission requirements of the MASA.

6. The City reserves the right to submit any consultant for a background check, including a criminal history and/or background investigation – providing, however, that the City is authorized by law to conduct such background check – and to reject the consultant on the basis of the result. Each consultant assigned to the project by or through a Contractor shall be required to submit identifying information to the Requesting Agency, and may, to the extent authorized by applicable law, be required to submit fingerprints. Background checks should be completed prior to signing the Task Order.

7. During the Tier 2 evaluation process, the Requesting Agency will review and evaluate all resumes that were submitted in a timely manner in accordance with the agency’s requisition. The Requesting Agency shall follow the procedures that are set forth above in the section “Establishment of Tier 2 Projects,” as well as all guidelines issued by DoITT, to evaluate and rate such candidates. A Requesting Agency may, but is not necessarily required to, interview the candidates (in person or by phone) or perform appropriate reference checks.

8. The Requesting Agency may request a specific resource from the Contractor only under one of the following conditions:
   - The resource served as a subject matter expert on a custom application used by the Requesting Agency, or worked within a business environment similar to that of the Requesting Agency within the last 5 years.
   - An Emergency exists.
   - The resource has a specific skill set that the Requesting Agency requires.
   - The Requesting Agency wishes to extend the engagement of an existing resource.

9. The Requesting Agency will inform the Contractor with guidance if any changes in the proposed Request for Services are needed regarding the preparation of the Task Order. The Requesting Agency will review the Contractor’s proposed Task Order in consultation with DoITT.
10. Following selection of a Contractor, the Requesting Agency’s project manager shall insure that Contractor project teams are provided with documentation and other information requested by the Contractor as reasonably needed by such project teams in their delivery of services under the Task Order.

11. The Requesting Agency will assign a supervisor and/or a staff member to act as a liaison and as primary contact for the selected consultant. The agency MIS director or designee will supervise and respond to all technical and administrative questions for the consultant;

12. The Requesting Agency will provide appropriate access to facilities and arrange workspace for the consultants at City locations. The Contractor should assume that basic requirements would be provided for (i.e., desk space, basic day-to-day photocopying, etc.) by the Requesting Agency.

13. The Requesting Agency will brief the consultants on agency rules and procedures. As reasonably requested by the Contractor, the Requesting Agency’s project manager will (as necessary, in consultation with Citywide Contracts staff) make available to Contractor’s project teams City management and information technology staff knowledgeable regarding the City’s systems and business practices.

14. If a Project Manager for a specific project is selected from the same Contractor as any Programmers, Analysts, Technicians or Specialists for the same project, the Requesting Agency will monitor the Project Manager’s role carefully to safeguard against a potential conflict of interest or downstream involvement during the course of that assignment or future assignments.

15. The Requesting Agency reserves the right to change the hours of work; such changes may be a result of an emergency condition including, but not be limited to, evenings and/or weekends. The Contractor will note and record the scheduled hours of work requested by the Agency for each consultant. No consulting personnel provided under this Contract may be allowed to work at any City agency for more than thirty-five (35) hours per week without prior written approval at the appropriate levels. Overtime is not anticipated but provisions to work additional hours as required to satisfy project requirements or in the case of an emergency must be accommodated. The consultant will be compensated for overtime at the consultant’s standard Hourly Bill Rate.

16. Final determination of the acceptance of deliverables lies with the Requesting Agency’s project manager. Unless otherwise provided in a Task Order, final acceptance of a system shall not occur until such system has operated in its intended production environment for a period of at least thirty (30) consecutive days without a significant failure or interruption for which the Contractor is responsible.

17. The Requesting Agency will be responsible for reviewing and approving consultant’s timesheet and for receiving and paying the Contractor’s invoices; however, this does not relieve the Contractor of its independent responsibility for ensuring the integrity of the timesheets that are submitted by the consultants that it provides;

18. The Requesting Agency Agencies is required to examine all Timesheets prepared or submitted by the Contractor to verify compliance with the Hourly Wage Rates and Personnel Markups agreed to in the Task Order, as required by the Office of the Comptroller’s Directive 31 (Special Audit Procedures for Information Technology Consulting).

19. The Requesting Agency will make every reasonable effort to resolve any conflicts that may arise with its selected consultant and/or Contractor;

20. The Requesting Agency reserves the right to terminate Contractor activity on any project at any time.

21. The Requesting Agency will complete the ITSC Consultant Performance Evaluation form (provided as Template 5) when a consultant completes an assignment.
22. If the Task Order is canceled or consultant removed/reassigned, the Contractor will be paid at the project’s hourly rate for services satisfactorily performed through the termination or removal date.

c. DoITT’s Rights and Responsibilities

1. DoITT will serve as the primary point of contact for the Contractors and the Requesting Agencies and will manage the Contract Tier 2 assignment process.

2. DoITT will provide consultative services to a Requesting Agency concerning a proposed Request for Services, including matters such as subject matter and content of the Request for Services, and the due date for Project Proposals (normally 10 to 14 days is given from the Contractor’s receipt of the Request for Services).

3. DoITT must review and approve proposed Task Orders before any such Task Orders become effective.

4. DoITT will assign a staff member to act as liaison and primary contact for the Contractors.

5. DoITT will serve as the contract administrator for City agencies. Should an Agency and its Contractor, after good faith efforts, fail to resolve a conflict; DoITT will offer its services to attempt to facilitate a resolution.

6. DoITT may terminate one or more MASAs either prior to, during, or after award based on poor Contractor performance on multiple occasions, including, but not limited to, the following:
   - failing or declining to submit candidates;
   - submitting candidates after the established deadline;
   - proposing prices that exceed agreed-upon rates;
   - submitting candidates whose resumes do not reflect the agency requisition;
   - selecting consultants have poor attendance, missed time frames, arriving late for interviews or assignments;
   - submitting consultants who do not perform satisfactorily on assignment;
   - submitting consultants who violate agency or City policies; and
   - poor timekeeping or incorrect invoices.

7. In the event of poor Contractor performance, DoITT will determine whether the remaining Contractors can offer the support that will be required for the remainder of the term of the MASA.
   a. The City of New York does not have to replace the Contract(s) that it canceled, as long as there are at least three remaining contractors.
   b. If the City cannot maintain the support it needs with the remaining MASAs, or there are fewer than three remaining contractors in the respective class, and it is within the first 12 months following registration of the last MASA awarded under this RFP, then the City may elect to award a contract to the next highest ranked Proposer in the respective class of the original proposal submissions; provided that its proposal had received a technically viable rating (satisfactory evaluation rating). The replacement Proposer must agree to honor its proposed hourly rates, even if the time period under which they were binding has expired. That Contractor may become a MASA awardee for the duration of the MASA contract term.
   c. If the City cannot maintain the support it needs with the remaining MASAs, and it is within the first 12 months of the MASA awards, but there are no other remaining Proposers to return to, the City will terminate the MASA and may re-solicit the project to establish new MASAs.
   d. If more than 12 months have elapsed since registration of the last MASA awarded under this RFP, and the number of MASA awardees is not sufficient to address the needs of the
City, the City reserves the right to cancel all the MASA awards and, if it desires, re-solicit the project.

8. If it is determined that false or inaccurate information has been submitted by a Contractor regarding a candidate(s), either under Tier 1 or Tier 2, DoITT may disqualify the candidate from further consideration for the targeted and future assignments and reserve the option to disqualify the firm as a MASA. Furthermore, such infractions will be reported to the Office of General Services, Procurement Services Group and the City’s Department of Investigation (DOI).

4. **City Security Procedures**

   a. If requested by the City, prior to assigning any of the Contractor’s officers, agents, employees (including but not necessarily limited to “key personnel” positions), or those of any of its subcontractors, to be granted access to any City facilities, data processing systems, confidential information, or data, the Contractor shall require such individuals to obtain security clearances, which may include at the City’s discretion a criminal history and/or background investigation. It is agreed and understood that it is not the City’s ordinary practice to require security clearances, although depending upon the particular Requesting Agency or project, it may be required. In such case, the Contractor agrees to assume, without any reimbursement by the City, any third-party costs incurred in connection therewith. Where an Emergency or other circumstance occurs which renders immediate compliance impractical, the City may, in its sole judgment, defer an individual’s compliance and grant temporary access. Such deferment shall not be construed as a waiver of the City’s right subsequently to require security clearance for any individual previously granted such temporary access. The City reserves the right, in its sole discretion, and without liability to the Contractor or its officers, agents, employees or subcontractors, or any subcontractors’ officers, agents or employees selected by the Contractor to work under the Contract, to refuse to permit access to facilities, data processing systems, confidential information or data: (i) to any individual who refuses to comply with the security or non-disclosure procedures required by the City or (ii) where the City determines that the individual may present a risk to its security interests. The Contractor is required to submit information to the City about individuals it proposes to assign to work under the Contract sufficiently in advance to allow the City to perform any such security clearance procedures without delaying the Contractor’s work performance. The City shall not be liable for payments or damages of any kind if the Contractor’s work is delayed or the Contractor is required to assign different individuals on account of the City’s delay or refusal to grant an individual a security clearance under the Contract.

   b. The Contractor shall require that its officers, agents, employees and subcontractors, and shall require that its subcontractors require their officers, agents and employees, to comply with all applicable facility, data processing and other security policies and procedures of the City in effect during the term of the Contract in performing the work under the Contract, including but not limited to Internet usage, office equipment usage and timekeeping procedures. This may include being required to sign-in and –out and enter time worked into a timekeeping system provided by the City. The Contractor shall promptly notify the Requesting Agency’s project manager in writing when any individual previously engaged by the Contractor under the Contract to gain access to any City facilities, information systems or data contained therein is no longer authorized by the Contractor to do so.

   c. The Contractor shall require its officers, agents, employees and subcontractors to execute non-disclosure agreements in such form as the City may approve.

5. **Confidential Information**

   a. **Use and Protection of Confidential Information**

   The Contractor shall maintain in strict confidence all Confidential Information during the term of the Contract and for a period of four (4) years from the expiration or termination of the Contract (including all renewals or extensions thereto), except for any Confidential Information that DoITT and/or a
Requesting Agency specifies must be kept confidential for a longer period of time (or indefinitely), in which such longer time period (or indefiniteness) shall apply. The Contractor shall not, without obtaining the prior written consent of the City, use confidential information for any purpose other than for performance of its duties and obligations under the Contract, and the provision or use of other services to the City.

The Contractor acknowledges that the City also has a responsibility to its constituents (including its employees) to keep their records strictly confidential, and agrees that any constituent records that the Contractor or its subcontractors receive in connection with the services under the Contract will therefore be treated as Confidential Information. Notwithstanding the first paragraph of this Sub-section, the Contractor’s obligation to keep such constituent records strictly confidential, its obligation to keep strictly Confidential Information the disclosure of which may endanger public safety (“Public Safety Information”), and its obligation to ensure that its subcontractors keep such information confidential, shall not terminate when its obligations regarding all other Confidential Information terminate, but shall continue until an authorized representative of the City informs the Contractor in writing that the City no longer believes itself to be required to maintain the confidentiality thereof.

The City shall permit the Contractor to have access to the Confidential Information solely for the purpose of the Contractor providing services to the City under the Contract. The Contractor may only access and process the Confidential Information in connection with such services or as directed by the City and may not merge it with other data, keep a copy of it or commercially exploit it. The Contractor understands and agrees that the City owns all right, title and interest in and to the Confidential Information and to any modification, compilation or derivative works therefrom.

The City agrees that nothing in the Contract prohibits the Contractor from informing the Contractor’s customers or potential customers that the Contractor has been engaged by the City under the Contract to provide the services set forth herein; provided, however, that this does not include the disclosure of Confidential Information and the Contractor shall not, without first obtaining the City’s consent, provide third parties with Confidential Information (i.e., the names and telephone numbers of City references to contact) regarding the Contract.

b. Disclosure of Confidential Information to Employees and Others

Notwithstanding Sub-section A, the Contractor may disclose confidential information to:

- Its legal counsel; and
- On a need-to-know basis, its employees, its agents, contractors, and subcontractors, and representatives of the City, provided that it has taken reasonable steps to ensure that such Confidential Information is kept strictly confidential consistent with the confidentiality obligations imposed hereunder. Such reasonable steps will include instructing those persons to whom it discloses such information not to sell, lease, assign, transfer, use outside the scope of their employment, or reveal any Confidential Information without the consent of the City, and obtaining the written agreement of its and its subcontractors’ employees and agents to conform to the requirements of the Contract. Such written agreement need not be specific to the Contract so long as the agreement’s requirements are at least as stringent as those contained in the form of agreement set forth in Appendix A – NDA – Non-Disclosure and Work-for-Hire Agreement. To the extent that the Contractor or its contractors or subcontractors have implemented and enforce internal policies addressing the handling and treatment of Confidential Information (such as an Employee Code of Conduct) that are consistent with the requirements of the Contract, the existence of such policies shall be deemed to satisfy the requirement of this Sub-section that a written agreement be obtained.

Notwithstanding any provision of the Contract, the Contractor may disclose the Contract to an arbitrator, court, or regulatory agency, each of which must be of competent jurisdiction, to exercise or enforce its rights under the Contract or to defend itself against claims that it has breached its obligations under the Contract.
c. Return or Destruction of Confidential Information

When continued use of Confidential Information is no longer necessary for performance of the Contract, or upon the request of the City, the party in possession of such information shall promptly return it (including any copies, extracts, descriptions, and summaries thereof) to the requesting person, or shall promptly destroy it (and any copies, extracts, descriptions, and summaries thereof) and shall further provide the requesting person with written certification of same. When such confidential information has been integrated into documents containing proprietary information of the Contractor, or any third party, upon the request of the City, the persons in possession of such information shall promptly destroy any and all portions of the documents (and any copies, extracts, or summaries thereof) containing such Confidential Information, and shall further provide the requesting person with written certification of same.

d. Required Disclosure

Disclosure of Confidential Information shall not violate the confidentiality obligations imposed by the Contract to the extent that confidential information must be disclosed pursuant to a court order or as required by any regulatory agency or other government body of competent jurisdiction (collectively, “Required Disclosure”). A party required or ordered by a court of competent jurisdiction to disclose confidential information shall notify the City immediately upon receipt of such an order or requirement to disclose and use reasonable efforts to resist, or to assist the City in resisting, such disclosure and, if such disclosure must be made, to obtain a protective order or comparable assurance that the Confidential Information disclosed shall be held in confidence and not be further disclosed absent the City’s prior written consent. The disclosing party agrees to disclose only the portions of the Confidential Information necessary to comply with such court order. The Contract is not intended to limit either party’s ability to satisfy any governmentally required disclosure of its relationship with the other.

e. Remedies

The Contractor acknowledges that any disclosure or misappropriation of confidential information in violation of the Contract could cause irreparable harm, the amount of which may be extremely difficult to determine, thus potentially making any remedy at law or in damages inadequate. The Contractor therefore agrees that if the City claims it is aggrieved by the Contractor’s violation of the Contract in relation to its obligations regarding confidential information, the City shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of the Contract and for any other relief, as the City deems appropriate. This right shall be in addition to any other remedy available in law or equity.

f. Inconsistencies

Other than Required Disclosure, in the case of any inconsistency between any term in this document and any term in Appendix A concerning Confidential Information, the stricter term shall apply.

C. Agency Assumptions Regarding Payment Structure

The Agency’s assumptions regarding the performance-based payment structure that will most likely assure that the selected Proposer will perform the work under the Contract in a manner that is cost-effective for the Agency and most likely to achieve the Agency’s goals and objectives set out above, is as follows:

- hourly fees for Task Orders; performance/ outcome based payments for Tier 1 contracts

D. Compliance with Local Law 34 of 2007

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

E. **Minority-Owned, Woman-Owned, and Local Suppliers**

The City wishes to vigorously promote the use of minority-owned or woman-owned enterprises. The Department of Small Business Services (SBS) maintains an online list of certified minority-owned and women-owned businesses at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified). Contact SBS to determine if your enterprise qualifies for inclusion in this list.

The City encourages all Contractors to use local suppliers whenever possible.

F. **Whistleblower Protection Expansion Act Rider**

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

G. **Compliance with the Iran Divestment Act**

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

L. **Subcontractor Compliance Notice**

The selected vendor will be required to utilize the City’s web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read Attachment F, the subcontractor compliance notice as it relates to competitive solicitations.

M. **Compliance with HireNYC and Reporting Requirements**

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

N.  Paid Sick Leave Law

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

O.  Master Services Agreement

The Master Services Agreement, which will become the Contract resulting from this solicitation, is included with this RFP as Appendix G.
SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

**Instructions:** Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8½” X 11” paper. The City requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. In addition, Proposers should submit a CD-ROM containing an electronic copy of all hardcopy documents submitted in response to this RFP. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. **Proposal Format**

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

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

   a. **Experience**

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

      - State the total number of years that the Proposer has done business providing information technology and telecommunications consultant resources. State whether the Proposer has provided such services to federal, state or local governments, and whether the Proposer has provided such services for more than one large entity simultaneously.
      - Describe Proposer’s experience within the past three (3) years providing information technology and telecommunications consultant resources to government agencies or other large entities, with multiple departments or agencies using the Proposer’s services. Give the names of any entities for whom the Proposer currently provides such services.
      - Provide other documentation demonstrating success and how success is measured (e.g., tenure in position, attrition rates, measures of customer satisfaction, recruitment life cycle, etc.).

      In addition:

      - Attach a listing of at least three relevant references, including the name of the reference entity, a brief statement describing the relationship between the Proposer or proposed subcontractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the Proposer and each proposed subcontractor if any.
      - Attach for each key staff position (in relation to the Contract, not in relation to particular projects that may be assigned under the Contract – project-specific key personnel would be listed only in Task Orders for projects assigned under the Contract) a resume and/or description of the qualifications that will be required. (In addition, provide a statement certifying that the proposed key staff will be available for the duration of the Contract.)
b. Organizational Capability

Demonstrate the Proposer’s organizational (i.e., technical, managerial and financial) capability to provide the work described in Section III. (The Proposer should clearly indicate in this Organizational Capability section where the services of sub-contractors will be used, and identify which sub-contractors will provide the services). Specifically address the following:

- Provide a description of the Proposer, including when it was established, number of employees, locations of corporate offices, office nearest New York City, and any other relevant information.
- Provide the number of IT placements that the Proposer has done in the last three (3) years, broken down in the following ways:
  - by region (e.g., the New York Tri-State area, comprising NY, NJ, and CT)
  - into three categories of experience (zero to three years, three to five years, and more than five years)
  - by skill (e.g., project manager, business analyst, etc.)

Give the percentage of these placements that have been W-2 employees. Describe the percentage of the Proposer’s business that is dedicated specifically to staffing IT positions.

- Identify the resources that will be assigned to managing the Proposer’s performance under the Contract. In particular, provide a project staffing roster and position descriptions (i.e., roles/responsibilities), including the associated labor categories and level of effort, consisting of individuals currently available for the Proposer to assign to projects if the Contract were in existence as of the Proposal Due Date. It is recommended that at least twenty (20) individuals be included, with brief synopses of professional qualifications and experience.
- Give the number of technical recruiters that could be assigned to a recruitment project for the City.
- Specify the number of your staff who would support projects under the Contract and are in the New York Tri-State Area (NY, NJ, and CT).
- Describe the Proposer’s capacity to:
  - Provide a large quantity of qualified candidates on an annual basis to multiple Requesting Agencies at various New York City locations.
  - Provide multiple candidates with similar skills in situations where particular qualifications are in heavy demand.
  - Present candidates rapidly upon request. Include specific data, when available, on the Proposer’s response time to Requests for Services in the last three (3) years.
  - Provide high-level IT staff
  - Replace staff when necessary (with time frames)
- Does the Proposer provide a dedicated hotline or center to deal quickly with issues raised by the City?
- Does the Proposer provide a central point of contact for issue resolution?

In addition:
- Attach a chart showing where, or an explanation of how, the proposed services will fit into the Proposer’s organization.
- Attach a copy of the Proposer’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.

(c. Proposed Approach

Describe in detail how the Proposer will provide the work described in Section III of this RFP and demonstrate that the Proposer’s proposed approach will fulfill the Agency’s goals and objectives. Take
into consideration the size of the City of New York, as well as the critical nature of Requesting Agencies’ possible needs, when describing the Proposer’s approach to expediting recruitment in order to get consultants on board rapidly and to facilitate successful and timely completion of projects. Specifically address the following:

- Provide a detailed description of the recruitment life cycle and methodologies that the Proposer will employ to support the City’s current and anticipated IT staffing demand needs over the term of the contract. Describe how the Proposer will identify a pool of candidates that will be both appropriate to the City’s needs and diverse. Be specific as to the skill categories of the candidates the Proposer can place.
- Provide a detailed description of how the Proposer conducts end-to-end candidate evaluation services and verification of candidate qualifications, including:
  - initial resume review
  - prescreening/initial interviews
  - verification of pertinent previous employment and references
  - verification of degree(s) and highest level of education, including verification of foreign educational credentials
  - verification of professional license(s) and certification(s) if applicable.
  - verification that candidates have appropriate documentation to be employed in the United States.
  - testing and verification of technical skills if required
  - conducting background checks. Include a description of the information included in a standard background check, if any, beyond the items listed in the Contractor Requirements section of the Scope of Services.
- Discuss the Proposer’s approach to ensuring Requesting Agency satisfaction, and to resolving disagreements that may arise with Requesting Agencies. Include a description of escalation procedures.
- Discuss how the Proposer will maintain performance standards (for both candidates and the Proposer’s services) via quality control and assurance processes. Describe the Proposer’s approach to minimizing attrition/no-shows.
- Describe how the Proposer would effectuate a smooth transition between consultants who depart in mid-project and their replacements, with maximum knowledge transfer and at no cost to the City.
- Describe the Proposer’s approach to managing behavioral problems and hostile work environment claims, and to investigating and acting upon charges against alleged violators of reasonable and lawful labor practices.
- Describe the Proposer’s approach to measuring client satisfaction.
- If the Proposer provides recruitment-for-hire services, describe in detail the Proposer’s approach. Include a description of the proposed workflow for the recruitment-for-hire process, specifically addressing the following:
  - recruitment of candidates for hire
  - the Requesting Agency’s procedure for making a hiring request;
  - candidate evaluation services and verification of candidate qualifications;
  - time frame for responses to requests;
  - the contents of the Proposer’s written response to the hiring request;
  - onboarding of the successful candidate
  - reporting
- If any services to be provided under the Contract would be performed at a facility outside of the United States, the Proposer should include external security audit information for review and approval by the City’s Chief Information Security Officer. The City shall consider such proposals at its sole discretion.
- Describe the Proposer’s approach to analytics and reporting, specifically addressing the following:
  - Ad hoc reporting
  - Spend analysis
Current Consultant lists with Hourly Wage Rates and Hourly Bill Rates
- Minority-based and woman-based supplier utilization
- Contract utilization
- Achievement of service level requirements

- Describe the Proposer’s timekeeping and invoicing methods. State whether the Proposer provides consolidated invoicing.
- Provide the Proposer’s detailed comments on the Master Services Agreement (Appendix G). If the Proposer does not return these comments as part of its Technical Proposal, the Proposer will be deemed to have accepted the Master Services Agreement in its entirety.

In addition:
- Provide samples of contract utilization reports and reports on achieving service level requirements.
- Provide sample timesheets

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

3. **Price Proposal**

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

**a. Proposed Pricing**

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

- The proposed Hourly Wage Rates and Personnel Markup in the format prescribed in the Price Proposal form attached as Attachment C. The Hourly Bill Rates (which equal the Hourly Wage Rates with the Personnel Markup applied) may be subject to negotiations. See Appendix C for descriptions of the labor categories in the Price Proposal form.
- A separate documentation of the cost components in the Personnel Markup that the Proposer specified in the Price Proposal form. For purposes of establishing uniform contract cost reporting and audit procedures, City agencies are required by the Office of the Comptroller’s Directive 31 (Special Audit Procedures for Information Technology Consulting) to document the cost components that may be covered by Personnel Markups, which could include customarily defined overhead and general expenses, taking into account the employer’s share of payroll taxes, where applicable, and profit. Information provided to the City related to the Proposer’s Personnel Markup calculations, such as wage or profit analysis models, will be deemed proprietary and treated as confidential.
- A separate description of any volume-based discounts that the Proposer offers.
- A separate description of the Proposer’s pricing structure for recruitment-for-hire services, which will be performed at the City’s request;
- The proposed rate for each component of the Contract’s performance-based payment structure proposed in Section IV(3)(b), below.
All Hourly Bill Rates must be inclusive of all employee benefits, profit, overhead, administrative costs, transportation and all other expenses.

There will be no request for a Best and Final Offer (BAFO) for this solicitation, so Proposers should provide their best and final rates in their response to this RFP.

b. Performance-Based Payment Structure

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

4. Acknowledgment of Addenda

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

B. Proposal Package Contents (“Checklist”)

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

1. A sealed inner envelope labeled “Program Proposal,” containing one (1) original “hard” copy of the Program Proposal documents listed below in the following order:
   - Proposal Cover Letter Form (Attachment A)
   - Technical Proposal
     - Narrative
     - References for the Proposer and, if applicable, each subcontractor
     - Resumes and/or Description of Qualifications for Key Staff Positions
     - Organizational Chart
     - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
     - Samples of contract utilization reports and reports on service level requirements
     - Sample timesheets
   - Acknowledgment of Addenda Form (Attachment B)
   - 1 CD-ROM or USB flash drive containing an electronic copy of all hardcopy documents of the Program Proposal

2. A separate sealed inner envelope labeled “Price Proposal” containing one (1) original “hard” copy
of the Price Proposal.
- Price Proposal Form (Attachment C)
- Documentation of the cost components in the Personnel Markup
- Description of any volume-based discounts, if any
- Description of pricing structure for recruitment-for-hire services
- Proposed Performance-Based Payment Structure
- 1 CD-ROM or USB flash drive containing an electronic copy of all hardcopy documents of the Price Proposal

3. All proposals must contain a third sealed inner envelope labeled “Doing Business Data Form” containing one (1) original hard copy of the completed Doing Business Data Form (see Attachment G).

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

There is no requirement for a Proposer to submit a non-disclosure form in connection with this RFP. Appendix A (Third-Party Non-Disclosure and Work-for-Hire Agreement Form) is intended only to be signed by third-parties after a Contract has been awarded.
SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

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

The Agency’s evaluation committee will review and rate each remaining technical proposal. The proposals will be ranked in order of highest to lowest technical score and the Agency will establish a short list of technically viable Proposers through a natural break in scores. The Agency will open the Price Proposals of only those Proposers on the short list. The Agency reserves the right to conduct site visits and/or interviews and/or to request that Proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with Proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Proposer’s initial proposal should contain its best technical and price terms. The price proposals of the short-listed vendors will then be opened and reviewed by the evaluation committee.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience. 35%
- Demonstrated level of organizational capability. 35%
- Quality of proposed approach. 30%

C. Basis for Contract Award

A contract will be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. When considering price, the City will compare the hourly rates of the labor categories identified in the Price Proposal to industry rates for similar services/qualifications. The City’s determination as to which proposers will be designated as Primary Vendors or Secondary Vendors will be based on the ranking of the proposers’ overall evaluation scores within the short list of proposers. At least three (3) primary contracts will be awarded based on a natural break in scores among short list vendors. The City may elect to award secondary contracts. Should the City proceed with secondary awards, at least two (2) secondary contracts will be awarded to the vendors not within this grouping. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected Proposer.
SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.
The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

(Commissioner) (Agency Chief Contracting Officer) _______________________ Date

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

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

To schedule One-on-One Technical Assistance, email techassist@sbs.nyc.gov and an SBS representative will contact you.
APPENDIX A – NDA: NON-DISCLOSURE AND WORK-FOR-HIRE AGREEMENT

Requesting Agency: ______________________________________________________

Name of Contractor Providing the Consultant: ______________________________________

Name and Address of the Assigned Consultant (“Consultant”):

Task Order / Contract No. _____________________ (“Task Order”)

This Consultant Non-Disclosure and Work-For-Hire Agreement ("NDA") is between the City of New York ("City") by and through the Requesting Agency and the Consultant. This NDA describes certain rights and obligations of the City and the Consultant with respect to certain information that the Requesting Agency will disclose to the Consultant.

The information or materials acquired by the Consultant during performance pursuant to the Task Order, including activities performed and documents and deliverables produced by the Consultant in connection with this project (collectively, “Confidential Information”), are to be kept strictly confidential by the Consultant and may not be reproduced, except for internal use by the members of the project team for the purpose of providing services to the Requesting Agency, without prior written consent from the Requesting Agency unless such information is: a) previously known by Consultant without a duty to keep such information confidential; b) generally available to the public; c) subsequently disclosed to Consultant by a third party who is not under an obligation of confidentiality with respect to the City; or d) independently developed by the Consultant prior to his or her engagement on this project.

The Consultant agrees that, upon the request of the Requesting Agency, he or she shall promptly return to the Requesting Agency or destroy the Confidential Information in the Consultant’s possession, including any copies, extracts, descriptions and summaries thereof.

All work product created by the Consultant pursuant to the Task Order shall belong to the City of New York and the Consultant shall retain no right or interest in any such work product. Specifically, without limitation of the foregoing, any reports, documents, data, photographs, deliverables, and/or other materials created by the Consultant (“Covered Materials”) pursuant to the Task Order shall be considered “work-made-for-hire” for the City. The City shall own all rights, including copyrights and all other intellectual property rights, to the Covered Materials and to all aspects, elements and components thereof in which copyright and/or other intellectual property rights might exist. To the extent, if any, that the Covered Materials do not qualify as “work-made-for-hire” for the City, the Consultant hereby irrevocably transfers, assigns and conveys exclusive ownership of all copyrights and other intellectual property rights in and to the Covered Materials to the City, free and clear of any liens, claims, or other encumbrances. The Consultant shall retain no copyright or other intellectual property right or interest in the Covered Materials. The Covered Materials shall not be used by the Consultant for
any purpose other than the performance of the Task Order except with the prior written permission of
the City.

The Consultant may not: a) perform any work in connection with any private business during time that
is being billed to the City; b) use any City equipment, supplies, telephones, computers, letterhead,
personnel or any other City resource for any purpose other than the Consultant’s performance of the
Task Order, except as permitted by employees under the City’s Policy on Limited Personal Use of City
Office and Technology Resources, which is hereby incorporated into this NDA and which is viewable at
<http://cityshare.nycnet/subs/doitt/downloads/pdf/hr/limited_personal_use_policy.pdf> (“Personal Use
Policy”); c) disclose to any person any Confidential Information, except as necessary to the Consultant’s
performance of the Task Order; d) disclose to any employer, officer, etc. of the Consultant, except for
those with a need to know to enable Consultant to perform under the Task Order; or e) use any
Confidential Information for any purpose other than the Consultant’s performance of the Task Order.

The Consultant shall comply with the City’s Information Security Policy for Service Providers (in which
the Consultant is referred to as a “Service Provider”), which is hereby incorporated into this NDA and
which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/service_provider_policy.pdf>. The
Consultant shall also comply with the User Responsibilities Policy, which is hereby incorporated into
this NDA and which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/user_responsibilities.pdf> (both policies together with
the Personal Use Policy, the “Policies”). The City reserves the right to revise and otherwise change the
Policies at any time and without notice. Any modification is effective immediately upon posting, unless
otherwise stated. The Consultant should periodically visit the pages on which the Policies are located to
ensure s/he is up-to-date with its terms.

It is understood and agreed that money damages alone would not constitute a sufficient remedy for any
breach of this NDA by the Consultant and that the City shall be entitled to specific performance and
injunctive relief. Such remedies shall not be deemed to be the exclusive remedies available to the City
for a breach of this NDA by the Consultant, but shall be in addition to other remedies available to the
City at law or in equity. This paragraph shall survive expiration of this NDA.

Only the City may terminate this NDA.

This NDA embodies the entire understanding between the City and the Consultant and supersedes and
replaces any and all prior understandings, arrangements and agreements, whether oral or written. This
NDA shall be governed by the laws of the State of New York without regard to its conflict-of-laws
principles. This NDA supersedes any inconsistent or less strict provision of any previous nondisclosure
agreements the Consultant may have signed with regard to this Task Order and is retroactive to the
Consultant’s first work under the Task Order.

**The Consultant agrees to adhere to the above provisions:**

Print Consultant Name: ___________________________
Consultant Signature: ____________________________        Date:_________________
## APPENDIX B – SERVICE LEVEL AGREEMENTS

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
<th>Target/SLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate of Response to Service Requests</td>
<td>% of Service Requests for which resumes are submitted</td>
<td>75% or higher</td>
</tr>
<tr>
<td>Candidate Availability after Resume Submission</td>
<td>% of instances where candidates remain available for selection for at least 10 days from the submission of the candidate’s resume</td>
<td>90% or higher</td>
</tr>
<tr>
<td>Candidate Availability for Interviews</td>
<td>% of instances where all candidates are available for interviews with the Requesting Agency for all of the interview dates specified in the Service Request</td>
<td>90% or higher</td>
</tr>
<tr>
<td>Onboarding Timeliness</td>
<td>% of instances where the successful candidate is on board by the date agreed upon in the Task Order</td>
<td>95% or higher</td>
</tr>
<tr>
<td>Resume Turnaround Time for Replacements</td>
<td>Number of days from a replacement request to receipt of resumes</td>
<td>2 business days</td>
</tr>
<tr>
<td>Attrition Rate</td>
<td>% of resource turnover due to unplanned situations</td>
<td>5% or lower</td>
</tr>
<tr>
<td>Performance Removal</td>
<td>% of resource turnover due to inadequate performance</td>
<td>3% or lower</td>
</tr>
<tr>
<td>Overall Satisfaction</td>
<td>Survey results provided by PM at the conclusion of an assignment</td>
<td>90% satisfied</td>
</tr>
</tbody>
</table>
### APPENDIX C – LABOR CATEGORIES

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Job Level</th>
<th>Relevant Job Titles (not comprehensive)</th>
</tr>
</thead>
</table>
| Project Manager | PM1       |  ● Project Manager  
                 |           |  ● Project Coordinator  
                 |           |  ● Program Manager  
                 |           |  ● Technical Lead  
                 |           |  ● Deployment Manager  
                 |           |  ● Release Manager  |
| Project Manager | PM2       |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |
| Project Manager | PM3       |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Analyst         | AN1       |  ● Systems Administrator  
                 |           |  ● Database Administrator  
                 |           |  ● Voice/Data Engineer  
                 |           |  ● Network Engineer  
                 |           |  ● Systems Engineer  
                 |           |  ● Radio Engineer  |
| Analyst         | AN2       |  ● Security Engineer  
                 |           |  ● Technical Architecture Specialist  
                 |           |  ● UX Designer  
                 |           |  ● Data Warehouse Architect  
                 |           |  ● Any title under the other labor categories which requires more extensive or specific experience, knowledge or skill level.  |
| Analyst         | AN3       |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Programmer      | PGM1      |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |
| Programmer      | PGM2      |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Programmer      | PGM3      |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |
| Technician      | TEC1      |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Technician      | TEC2      |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |
| Technician      | TEC3      |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Specialist      | SP1       |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |
| Specialist      | SP2       |  ● Application Developer  
                 |           |  ● Mobile Developer  
                 |           |  ● Front-End Developer  
                 |           |  ● GIS Developer  
                 |           |  ● Application Support Engineer  
                 |           |  ● Reports Developer  |
| Specialist      | SP3       |  ● Business Analyst  
                 |           |  ● Solution Designer  
                 |           |  ● UI Designer  
                 |           |  ● Functional Tester  
                 |           |  ● Performance Tester  
                 |           |  ● Technical Writer  
                 |           |  ● Trainer  
                 |           |  ● Data Analyst  
                 |           |  ● Data Administrator  
                 |           |  ● Solutions Architect  |

**Project Manager I - Minimum of 2 years** experience in overseeing small scale, non-complex projects, comprising a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for a consultant project staff numbering up to 10; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or the Requesting Agency.

**Project Manager II - Minimum of 4 years** experience in overseeing medium scale projects comprising sub-projects and distinct deliverables; typically coordinates and delegates the assignments for a consultant project staff numbering over 10; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements; scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or the Requesting Agency.
Project Manager III – Minimum of 8 years experience in overseeing medium to large scale projects comprising sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for a consultant project staff numbering over 15; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or the Requesting Agency.

Analyst I - Minimum of 2 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Analyst II - Minimum of 4 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Analyst III - Minimum of 8 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Programmer I - Minimum of 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer II - Minimum of 4 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer III - Minimum of 8 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Technician I - Minimum of 2 years experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

Technician II - Minimum of 4 years experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and
documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Technician III - Minimum of 8 years** experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Specialist I - Minimum of 4 years** experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.

**Specialist II - Minimum of 8 years** experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.

**Specialist III - Minimum of 12 years** experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.
APPENDIX D – DEFINITIONS

“Business Day” means Monday to Friday, except for the City holidays listed in this Request for Proposals.

“Candidate” means an individual whose resume a Contractor submits in response to a Request for Services by a Requesting Agency for a Consultant qualified for an assignment.

“Confidential Information” means all information or materials acquired by the Contractor during performance of this Agreement, including activities performed and documents and deliverables produced by the Contractor in connection with this Agreement unless such information is: a) previously known by Contractor without a duty to keep such information confidential; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with respect to the City; or d) independently developed by the Contractor prior to this Agreement.

“Consultant” means an individual selected, via the Tier 2 evaluation and selection process, by a Requesting Agency to perform services pursuant to a Task Order.

“Contract” or “Contracts” means any agreement between the City and a Contractor resulting from this Request for Proposals.

“Contractor” means a company or person that is a party to a contract resulting from this Request for Proposals.

“DoITT” means the New York City Department of Information Technology and Telecommunications, which is a department of the City and the Issuing Entity for this Request for Proposals.

“Effective Date” means the date set forth in the Notice to Proceed that DoITT sends to the Contractor after registration of this Contract by the Office of the Comptroller of the City of New York.

"Emergency" means a situation which, in the sole determination of the City, such judgment to be reasonably exercised, requires immediate action in order to preserve the City's ability to conduct its business.

“Hourly Bill Rate” means the price per hour per individual that the Contractor receives from the City for the services provided under the Contract. The Hourly Bill Rate is calculated by applying the Personnel Markup to the Hourly Wage Rate.

“Hourly Wage Rate” means the Total Compensation per hour per individual that the Consultant will receive from the Contractor for services provided under the Contract, regardless of potential subcontracting layers.

“Notice to Proceed” means a written notice from DoITT to a Contractor informing the Contractor that its contract, resulting from this Request for Proposals, has been duly registered by the Office of the Comptroller of the City of New York. The date of such registration, which will also be the date listed on the Notice to Proceed, shall be the first day of the term of the contract resulting from this Request for Proposals. In addition, the Requesting Agency shall issue a written notice to a Contractor informing the Contractor that its Task Order, resulting from the Tier 2 process has been filed by the Office of the Comptroller.

“Personnel Markup” means the percentage increase between the price charged to the City and the Total Compensation actually paid to the Consultant. Personnel Markup refers to the percentage increase between the Hourly Bill Rate the City pays and the Hourly Wage Rate the Consultant receives.

“Proposer” means a company or person that has submitted a Proposal in response to this Request for Proposals. The terms “Prospective Proposer” and “Proposer” are applicable only to the Tier 1 selection process under this Request for Proposals.

“Primary Vendor” means a Contractor that is eligible to receive Requests for Services from Requesting Agencies and eligible to submit project proposals in response to Requests for Services. The City will designate the Contractor as a Primary Vendor or a Secondary Vendor in the Notice to Proceed, and may change the Contractor’s designation from Primary Vendor to Secondary Vendor or vice versa at its discretion, at any time during the term or the renewal of the Contract.
“Prospective Proposer” means a company or person who is eligible to submit a Proposal in response to this Request for Proposals.

“Request for Proposals” means this written solicitation and any written Addenda hereto.

“Request for Services” or “Service Request” means a document sent to Primary Vendors by a Requesting Agency seeking candidates’ resumes specifying the category of expertise, labor category, experience and skills of the consultant desired by such Requesting Agency and soliciting an offer of candidates and pricing from the Contractor. The terms “Request for Services” and “Service Request” are applicable only to Tier 2 of this Request for Proposals.

“Requesting Agency” means a City agency that requests candidate resumes for Information Technology and Telecommunications consulting services in accordance with the procedures described in this Request for Proposals and which may issue a Task Order (defined below) to a Contractor.

“Secondary Vendor” means a Contractor that is not eligible to receive Requests for Services from Requesting Agencies and not eligible to submit project proposals in response to Requests for Services. The City will designate the Contractor as a Primary Vendor or a Secondary Vendor in the Notice to Proceed, and may change the Contractor’s designation from Primary Vendor to Secondary Vendor or vice versa at its discretion, at any time during the term or the renewal of the Contract.

“Task Order” means a document agreed upon by the Contractor, the Requesting Agency and DoITT describing the services the Contractor is required to provide to the Requesting Agency. The content of a Task Order shall, along with any requirements in this request for Proposals, constitute this Request for Proposals Specifications. The term “Task Order” is applicable only in relation to Tier 2 of this Request for Proposals.

“The City of New York” or the “City” means the municipal corporation that will be a party to any contract resulting from this Request for Proposals. The City includes all of the agencies, departments and offices (collectively, “City agencies”) created in the New York City Charter.

“Tier 1” means the Proposal-evaluation and contract award process under this Request for Proposals.

“Tier 2” means the candidate evaluation and Task Order award process, after a contract resulting from Tier 1 of this Request for Proposals has been awarded. This Request for Proposals describes the procedures for the submission of proposed candidates’ resumes to be submitted by a Contractor under Tier 2. However, the Proposer should take care to follow the instructions applicable to submitting a Tier 1 proposal under this Request for Proposals, and not make the mistake of inadvertently following the procedures applicable to Tier 2. The City has attempted to clearly distinguish between the procedures applicable to each of these two different tiers of this Request for Proposals. When a requesting Agency has a specific need, it will issue a Request, detailing the expertise and skills of the requested consultant, to all Contractors who have been awarded a contract.

“Total Compensation” means the combined value of salaries and wages and fringe benefits, paid to or on behalf of the individual, excluding the employer’s share of payroll taxes and any stock-option or other equity based compensation and also excluding discretionary performance based bonuses or similar payments.

The terms defined in this Request for Proposals include the plural as well as the singular. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Request for Proposals as a whole and not to any particular Section, Subsection, or other subdivision. The words “include” and “including” shall not be construed as terms of limitation. The word “or” means “and/or” unless the context requires otherwise.
APPENDIX E - INSURANCE

A. AGREEMENT TO INSURE

The following general schedule of insurance is required for this Agreement.

Commercial General Liability

[X] Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage:

- $1,000,000 per occurrence:
- $1,000,000 products/completed operations aggregate
- $1,000,000 personal injury
- $2,000,000 general aggregate
- $25,000 per claim maximum deductible, except as approved by DOITT.

Workers Compensation:

[X] Statutory per New York State Law without regard to jurisdiction
[X] Employers Liability-- $1 million aggregate

Business Auto Coverage:

[X] CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage. The following coverage must be provided:

Bodily Injury & Property Damage $1,000,000 Each Occurrence

(i) The Contractor is required to obtain and to maintain insurance outlined in the above Schedule.

(ii) The insurance required for this contract must be on forms acceptable to DoITT and offered by Insurers acceptable to DoITT. 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-7 or a Standard and Poor’s rating of at least AA, unless prior written approval is obtained from the Mayor’s Office of Contracts.

(iii) Where circumstances warrant, DoITT may, at its discretion subject to acceptance by the Law Agency and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on a form prescribed by DoITT and payable at a New York City office of a bank approved by DoITT.

(iv) The Contractor agrees that all insurance contributing to satisfaction of insurance requirements shall not be materially modified, terminated, or canceled by the Contractor without prior written approval of DoITT.

(v) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to satisfaction of the above Schedule requirements and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New York is an insured under the policy.

Insurance (Continued)

(vi) Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of requirements shall have extended reporting period option or automatic coverage of not
less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effecting with a retroactive date, including at least last policy year.

(vii) The Contractor shall promptly notify its Insurance Carrier and DoITT’s General Counsel within 24 hours of any accidents arising in the course of operations under this contract causing bodily injury or property damage and shall cooperate fully with the Agency in providing all such records and information as may be requested by DoITT’s General Counsel in anticipation of claims against the City which may arise from the accident. A complete written report of the accident shall be made within five business days.

Notice to the Insurance Carrier by the Contractor of an accident or claim on the site shall constitute notice by the City to the Insurance Carrier.

(viii) The Contractor may apply to DoITT for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

1. Commercial General Liability:

Before commencing work at the site, the Contractor shall procure a commercial general liability insurance policy issued by a New York admitted carrier via the New York admitted market through a New York licensed resident broker in the Contractor’s name, and naming the, City of New York and the Agency of Department of Information Technology and Telecommunications as additional insured (CG 20 10 (10/93) ), and endorsed to cover liability assumed by the Contractor under the indemnity provisions of this agreement. This insurance policy must be maintained during the life of the contract and shall protect the City, as additional insured, the Contractor and its Subconsultants performing work at the site from claims for property damage and/or bodily injury which may arise from operations under this contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor. Two certificates of insurance shall be furnished to the CONTRACT MANAGEMENT OFFICE in a manner acceptable to DoITT, together with copies of all endorsements as pertain to the requirements of this contract.

The policy shall contain no exclusions or endorsements which are not acceptable to the City and to DoITT and shall be of a form and by an insurance company acceptable to the City and DoITT.

Commercial General Liability - Endorsements and Exclusions

The following endorsements are required to be made on the policy.

a. Notice shall be addressed to:

DoITT
255 Greenwich Street, 9th Floor
New York, NY 10007
Insurance (Continued)

b. Notice of Cancellation of Policy: The policy shall not be canceled, terminated, modified, or changed by
the Insurance Carrier or Contractor unless the 30 days prior written notice is sent to DoITT, 255 Greenwich
Street, 9th Floor, New York, NY 10007, Attn: Ms. Anne Cody.

c. The following shall also be added as additional insureds: The City of New York, together with its
officials and employees

2. Business Auto Coverage

The Contractor shall provide the DoITT with evidence of insurance covering all owned, non-owned, and hired
vehicles to be used in connection with this Agreement. If on a "schedule autos" basis, Contractor shall
present the schedule of insured autos, including the vehicles to be used for operations under this contract.

3. Workers Compensation and Disability Benefit Insurance

Prior to the execution of this contract, the Contractor shall procure Workers Compensation Insurance in
accord with the Laws of the State of New York, without regard to jurisdiction, on behalf of all employees
who are to provide labor or service under this contract.

If leased employees are to be used under this contract, Contractor shall furnish copy of lease agreement to
DoITT, together with confirmation of New York mandated endorsements to Workers Compensation policies
of Contractors and leasing company. Prior to starting work, a list of all leased employees shall be furnished
to the Agency’s Project Manager for this contract.

Two certificates of such insurance or authority for self-insurance shall be furnished to DoITT.

B. PROOF OF INSURANCE

The Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove
provided by insurance companies authorized to do business in the State of New York, covering all work under
this Agreement whether performed by the Contractor or Subconsultants.

Before commencing work under this Agreement, the Contractor shall furnish to the DoITT, two certificates of
such insurance (the original and one copy) and copies of forms, policies, endorsements or other
documentation as may be required to determine compliance with insurance requirements.

C. DURATION OF INSURANCE

The insurance policies described in this Article shall be continuously kept in force for the through the term of
the contract, except that:

Professional Liability Insurance shall be maintained until at least one year after completion of all
work required under this Agreement.
APPENDIX F- TEMPLATES

The attached templates are to be used by either the Requesting Agency or the submitting Contractor, as indicated.

- Items in [boldface] are variables that should be changed as required by the specifics of the assignment.
- Items in [italics] are notes and instructions providing additional information needed to complete the templates.
**Template 1: ITCS Requisition for Consultant Services**

*A separate request is required for each Class of expertise*

Date:  <enter date>
Prepared by:  [Name/Agency Name]
Re:  Requisition for Technical Consultant Services for Assignment Number  <enter number>
Category(ies) of Expertise  < insert description >

In accordance with the New York City contract referenced above, this is a request for submission of up to  [enter number] candidates for consideration to the assignment specified herein.

| Assignment Name: |
| Work Location: |
| Scheduled Work Hours: |
| Assignment Start/End Date: |
| Total Estimated Assignment Hours: |

**Positions Requested**

<table>
<thead>
<tr>
<th># of Positions</th>
<th>IT Job Title</th>
<th>Labor Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Project Manager I</td>
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<tr>
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<td>Project Manager II</td>
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<td></td>
<td>Project Manager III</td>
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<td></td>
<td></td>
<td>Analyst I</td>
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<td>Analyst II</td>
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<td>Analyst III</td>
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<td>Programmer I</td>
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<td>Programmer II</td>
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<td></td>
<td></td>
<td>Programmer III</td>
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<td></td>
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<td>Technician I</td>
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<td>Technician II</td>
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<td></td>
<td>Technician III</td>
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<tr>
<td></td>
<td></td>
<td>Specialist I</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specialist II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specialist III</td>
</tr>
</tbody>
</table>
### SCOPE OF SERVICES
<describe role of consultant, identify tasks and deliverables>

### MANDATORY SKILLS/EXPERIENCE
Note: candidates who do not have the mandatory skills will not be considered.

### DESIRABLE SKILLS/EXPERIENCE

### SPECIAL REQUIREMENTS
(use this section to identify and special instructions or requirements, e.g., Background Checks required, gaps in periods of performance, etc.)

### SELECTION CRITERIA
The following weighted criteria will be used to evaluate and select the Consultant(s) for this assignment:

- Experience: _____%
- Technical Ability: _____%
- Cost: _____%

**Total: 100 %**

### INSTRUCTIONS TO CONTRACTORS
Complete Consultant Services Submission and candidate reference forms, attach resumes and email to:

- Contact Name: ________________________
- E-mail Address: ________________________
- Phone No.: ________________________
- Address: _____________________________

All submissions must be received no later than: **Date: ___________ Time: __________ o’clock EST.**
Submissions received after this deadline will be disqualified from consideration.

### INTERVIEWS
<If Agency intends to interview candidates they should indicate their intentions here: (e.g., candidates will be interviewed in person, telephone interviews, etc.)> Candidates should be available for interviews on one of the following dates...>

---

Note: Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Agency reserves the right to request legally mandated employer-held documentation attending to the same for each Consultant assigned work under any project awarded as a result of this solicitation. In accordance with such laws, this Agency does not discriminate against individuals on the basis of national origin or citizenship.
**Template 2: ITCS Consultant Services Submission Form**

Date:
To:  <Agency Name and Contact>
From:  <Contractor Name and Contact>
Re:  Requisition for Technical Consultant Services for **Assignment Number:**  <insert number>

**Category(ies) of Expertise**  <insert description>

The following candidates are proposed in response to the above referenced request:

**PROPOSED CANDIDATES**

<table>
<thead>
<tr>
<th>Candidate Name (list all candidates proposed)</th>
<th>IT Job Title (e.g. Oracle Database Specialist)</th>
<th>Labor Category</th>
<th>Proposed Hourly Wage Rate</th>
<th>NYC Parent Contract Hourly Bill Rate</th>
<th>Proposed Hourly Bill Rate</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

[Add more rows as necessary]

The Contractor affirms that the proposed consultants meet the requested qualifications.

**Comments:**  [contractors should use this space for any notes or comments on the proposed candidates]
**Template 2a: ITCS Candidate References Forms**

*Provide two references for each proposed candidate*

**Candidate’s Name:** ______________________________________________________________________

**Contractor Name:** ________________________________________________________________

**Assignment Number:** ______________________________________________________________

<table>
<thead>
<tr>
<th>1. Name of Reference</th>
<th>Company</th>
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</tr>
</tbody>
</table>

**Description of candidate’s responsibilities and relationship to reference**

<table>
<thead>
<tr>
<th>SHADED AREA FOR CITY USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference checked by:</td>
</tr>
<tr>
<td>Date reference checked:</td>
</tr>
<tr>
<td>Notes:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Reference</th>
<th>Company</th>
</tr>
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</table>

**Description of candidate’s responsibilities and relationship to reference**

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</tr>
</thead>
<tbody>
<tr>
<td>Reference checked by:</td>
</tr>
<tr>
<td>Date reference checked:</td>
</tr>
<tr>
<td>Notes:</td>
</tr>
</tbody>
</table>
### Template 3: SAMPLE - ITCS Evaluator Score Sheet

**EVALUATOR 1 SCORE SHEET**

Enter all data in the YELLOW cells - this will populate the other scoresheets (except ratings)

**Agency Name:** DelTT

**Assignment Description:** TLC LARS Senior Java Developer

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th># of Evaluators (default is 2):</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>35.00</td>
<td>Highest possible Raw Score:</td>
<td>10</td>
</tr>
<tr>
<td>Technical Ability</td>
<td>40.00</td>
<td>Lowest Hourly Rate:</td>
<td>$73.00</td>
</tr>
<tr>
<td>Cost</td>
<td>25.00</td>
<td></td>
<td>100.00</td>
</tr>
</tbody>
</table>

Enter rating from 1 - 10 (10 = best)

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Proposed Hourly Bill Rate</th>
<th>Rating</th>
<th>Score (Rating x Weight)</th>
<th>Total Score</th>
<th>Percent Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company #1</td>
<td>$74.52</td>
<td>1</td>
<td>35</td>
<td>75</td>
<td>8%</td>
</tr>
<tr>
<td>Company #2</td>
<td>$80.50</td>
<td>9</td>
<td>315</td>
<td>675</td>
<td>68%</td>
</tr>
<tr>
<td>Company #3</td>
<td>$85.00</td>
<td>3</td>
<td>105</td>
<td>225</td>
<td>23%</td>
</tr>
<tr>
<td>Company #4</td>
<td>$73.00</td>
<td>8</td>
<td>280</td>
<td>600</td>
<td>60%</td>
</tr>
<tr>
<td>Company #5</td>
<td>$119.50</td>
<td>7</td>
<td>245</td>
<td>525</td>
<td>53%</td>
</tr>
<tr>
<td>Company #6</td>
<td>$122.00</td>
<td>9</td>
<td>315</td>
<td>635</td>
<td>64%</td>
</tr>
</tbody>
</table>
Template 4: ITCS Consultant Services Task Order

[A Task Order must be created for each Contractor and each Class selected]

Date:
To: [Contractor Contact Name/ Contractor Company Name]
From: [Agency ACCO/ Agency Name]
Re: Task Order for Temporary Consultant Services for Assignment Number: <insert number>

Assignment Name: 

Parent Contract Number: 

Category Of Expertise
Description: 

Task Order Number: 

Assignment Start /End Dates: 

Total Task Order Value $ 

Assignment Award
Your company is hereby awarded the assignment to provide consulting services as described in the attached ITCS Requisition for Consultant Services and proposed in your ITCS Consultant Services Submission Form for the above referenced assignment number. This award to your firm is for assignment of the following Consultant(s), for the duration and hourly rates specified herein:

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>IT Job Title</th>
<th>Labor Category</th>
<th>Agreed Hourly Wage Rate</th>
<th>Agreed Hourly Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

[Add more rows as needed]

Parent Contract
This Task Order is issued pursuant to the Parent Contract referenced above by and between the New York City Department of Information Technology and Telecommunications (hereinafter “DoITT”) and [Contractor Company Name] (hereinafter the “Contractor”). Any term not otherwise defined herein shall have the meaning ascribed to it in the Parent Contract.

Scope of Work
• The assignment Start Date and End date is: <insert date>
• The agency work site contact is <insert agency worksite, contact’s name and telephone number>
• Based on the estimated hours of work <enter hours> and the agreed hourly rates as specified above, the total value of this Task Order is <insert dollar amount>.

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

50
Tasks and Deliverables
[Indicate the tasks that the consultant(s) will be performing]

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Task Description</th>
<th>Estimated Hours</th>
<th>Deliverable</th>
<th>Scheduled Start/End Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

[Add more rows as necessary]

Use this space to provides additional information about tasks, deliverables and schedule.

[FOR CAPITAL PROJECTS ONLY – complete the following information]

Project description: [enter the CP Number and a brief description of the scope of the Capital Project]

Project Staffing/Costs
The Contractor agrees to provide the resources named above to perform the work described herein for the duration of the assignment period. Contractor agrees not to remove these resources without written approval of the Agency. In addition, the rates indicated above apply for the duration of the Task Order unless otherwise specified herein.

Invoicing
Invoices will be submitted monthly to the Agency contact: [insert Agency contact information], along with copies of approved consultant timesheets. Invoices will include all resources associated with this Task Order, identified by name and labor category. Invoices will indicate the Parent Contract Number, Child Contract Number, Task Order Number, work performed, performance period, amount due, and total billed to date. A copy of the invoice should also be submitted by the contractor to the DoITT Parent Contract Coordinator.

Agency Monthly Reports and Rollup Statements
The Contractor will submit to the Agency contact: [insert contact information] a monthly roll-up report that includes all Task Orders supported by the Contractor for that agency for the billing period. The reports will include the Parent Contract number, Child Contract number, description of work performed, hours billed, amount billed, total charges to date on the project, and budget remaining.

DoITT Monthly Rollup Reports
Each Contractor will submit a monthly roll-up report summarizing by Agency all Task Orders, including Parent and Child Contract numbers, total charges to date per Task Order, budget remaining by Task Order, total charges by Agency, and total budget remaining for the Parent Contract.
Contractors must submit this report to DoITT, 255 Greenwich Street, 9th floor, NY, NY 10007

Task Order Routing Instructions
Contractor should submit three signed originals of this Task Order to:
DoITT, 255 Greenwich Street, 9th floor, New York, NY 10007. A completed signed original will be returned to the contractor by the User Agency.

Signatures

AGREED TO AND ACCEPTED BY:
<AGENCY NAME>

By: ____________________________________________
(Signature)
Name: __________________________________________
Title: ___________________________________________
Date: __________________________________________

[CONTRACTOR NAME]

By: ____________________________________________
(Signature)
Name: __________________________________________
Title: ___________________________________________
Date: __________________________________________

APPROVED BY:
DoITT

By: ____________________________________________
(Signature)
Name: __________________________________________
Title: ___________________________________________
Date: ___________________________________________
Template 5: ITCS Consultant Performance Evaluation

[To be completed by the hiring manager when a consultant rolls off a project.]

This should be completed by the hiring manager when a consultant rolls off a project.

Resource Name: __________________________
Vendor Name: ____________________________
Project Name: ____________________________
Assignment #: ____________________________
Roll-off Date: ____________________________

Please score the resource in the following categories on a scale of 1 (low) through 5 (high).

<table>
<thead>
<tr>
<th>Performance Category</th>
<th>Score</th>
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<tr>
<td>Successful delivery of requested services (e.g. quality, timeliness)</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Compliance with City administrative policies and procedures</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Adherence to City standards and methodologies</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Contribution to the project team</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Communication skills</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Demonstration of leadership as required by request</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Professionalism</td>
<td>1 2 3 4 5 N/A</td>
</tr>
<tr>
<td>Knowledge transfer to City staff</td>
<td>1 2 3 4 5 N/A</td>
</tr>
</tbody>
</table>

Additional comments
(positive or negative: project circumstances, reason for unplanned departure, etc.)

Completed by: ____________________________  Date: ____________________________
APPENDIX G
TEMPLATE CONTRACT

THE CITY OF NEW YORK
AND
THE DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

AND

[CONTRACTOR]

CITYWIDE STANDBY INFORMATION TECHNOLOGY
AND TELECOMMUNICATIONS CONSULTING SERVICES
MASTER SERVICES AGREEMENT

PIN:

Bill de Blasio, Mayor
Anne Roest, Commissioner

CONTRACTOR:
DATE:
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MASTER SERVICES AGREEMENT FOR CITYWIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS CONSULTING SERVICES ("Agreement") between THE CITY OF NEW YORK ("City"), a municipal corporation acting by and through its Department of Information Technology and Telecommunications ("DoITT" or "Department"), and [CONTRACTOR's FULL LEGAL NAME], a [STATE OF FORMATION] [BUSINESS ENTITY FORM] with its principal place of business at [PPB ADDRESS] ("Contractor"). Either the City or Contractor may be referred to as a "Party" (collectively, "Parties").

THE PARTIES AGREE AS FOLLOWS:

PROCEDURAL BACKGROUND

Section 1072(a) of the New York City Charter ("Charter") charges DoITT with the responsibility to “plan, formulate, coordinate and advance information technology and telecommunications policies" for the benefit of the City of New York and its agencies ("Responsibility"), and as part of carrying out this Responsibility, DoITT enters into master services agreements for the provision of IT services available to City agencies.

The City determined that, pursuant to its Responsibility, there is a need for the services set forth herein, and, thus, desires to enter into this Agreement to purchase these services in accordance with the terms and conditions set forth below.

As a result of that determination, DoITT issued a Request for Proposals for Citywide Standby Information Technology and Telecommunications Consulting Services – Procurement Identification Number [XXXXX] on [MONTH/DAY], 2015 ("RFP").

Contractor submitted a proposal on [MONTH/DAY], 2015, in response to the RFP and DoITT has determined that Contractor’s proposal addresses the needs and requirements of the City.

In consideration of the mutual promises and covenants contained herein, the Parties have agreed to enter into this Agreement in accordance with the terms and conditions thereof.

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

Whenever used in this Agreement, the words and phrases listed below have the meanings given below. Terms not defined in this Agreement have their plain meaning as commonly interpreted in the industry.

“Candidate” means any individual proposed by Contractor in response to a Request for Services.
“Change Order” means any alteration, change, amendment, or modification to this Agreement approved as required by Section 5.5.

“Commissioner” means the Commissioner of DoITT.

“Comptroller” means the Office of the Comptroller of the City of New York.

“Consultant” means an individual selected by a Requesting Agency to perform services pursuant to a Task Order (as defined below).

“Contractor Personnel” means all individuals, including Consultants, furnished by, through, or on behalf of, Contractor including through its agents and suppliers, to perform Contractor’s obligations under this Agreement.

“Effective Date” means the date set forth in the Notice to Proceed ("Notice to Proceed") that the Department sends to Contractor after registration of this Agreement by the Comptroller.

“Hourly Bill Rate” or “Hourly Rate” means the price per hour per individual that Contractor receives for payment for labor that meets the labor category (labor categories are listed in Attachment PRC) qualifications of a labor category, as prescribed in Attachment PRC.

“Hourly Wage Rate” means the price per hour per individual that Contractor Personnel will receive for services provided under the Agreement.

“Maximum Personnel Markup” means the highest Personnel Markup Contractor will use for any of the respective labor categories. The Maximum Personnel Markup is to be expressed as a percentage.

“Personnel Markup” means, for Contractor Personnel, the price charged to the City, to be expressed as a percentage, above the Total Compensation actually paid to Contractor, Consultant or Subcontractor’s personnel. “Personnel Markup” refers to the price difference between the Hourly Bill Rate the City pays and the Hourly Wage Rate that Contractor, Consultant or Subcontractor receives.

“Primary Vendor” means an entity that: (i) has entered into an agreement pursuant to the RFP; and (ii) has been designated as a Primary Vendor, as more fully described in Article 3 below. Notwithstanding the foregoing, even if Contract has been designated as a Primary Vendor, the term “Primary Vendor” may or may not include Contractor if an exception set forth in Section 5.3.1 below applies.

“Proposal” means a response to a Request for Services submitted by a Primary Vendor. This defined term does not refer to Contractor’s proposal in response to the RFP as described in the “Procedural Background” above.
“Request for Services” or “RFS” means a solicitation sent to all Primary Vendors by a Requesting Agency seeking Candidates specifying the category of expertise, job classification, experience and skills desired by the Requesting Agency and soliciting an offer of candidates and pricing from Contractor.

“Requesting Agency” means a City agency that releases a Request for Services in accordance with the procedures described in this Agreement.

“Secondary Vendor” means an entity that: (i) has entered into an agreement pursuant to the RFP; and (ii) has been designated as a Secondary Vendor, as more fully described in Article 3 below.

“Service Credit” means a credit against undisputed charges otherwise due to Contractor to which the City is entitled pursuant to Article 10 below.

“Service-Level Requirements” or “SLRs” refers to the minimum-performance requirements that may be included in a Task Order.

“Services” means all work performed under this Agreement, individually and collectively, and includes all work described in all Task Orders and Change Orders.

“Statement of Work” means the agreed-upon description of services and pricing included in a Task Order.

“Task Order” means a document agreed upon by Contractor, the Requesting Agency, and DoITT describing the services Contractor is required to provide to the Requesting Agency.

“Total Compensation” means the combined value of salaries and wages and fringe benefits, paid to or on behalf of the individual, excluding the employer’s share of payroll taxes and any stock-option or other equity based compensation and also excluding discretionary performance based bonuses or similar payments.

1.2 Other Definitions.

The terms defined in Section 1.1 above include the plural and the singular. Unless expressly stated otherwise, the following terms below have the meaning or reference specified. The words “Section” and “Subsection" in the Agreement, an attachment, or an appendix refer to Sections and Subsections of, respectively, the Agreement, the attachment, or the appendix, unless stated otherwise. The words “include” and “including” are not terms of limitation and will be interpreted as “including, but not limited to”. The word “or” means “and/or” unless the context requires otherwise. The word “all” means “any and all”. The words “writing” or “written” mean preserved or presented in retrievable or reproducible written form, whether electronic (including e-mail, but excluding voice-mail) or hard copy. The words “commercially
reasonable efforts” means undertaking all available measures that a reasonable person would pursue to satisfy an obligation in good faith. The words “best practices” means employing the method or technique that has consistently shown results superior to those achieved with other means, and that is a benchmark in the industry. Definitions of City, state or federal agencies, offices, departments, department heads, or employees include, if applicable, any successor in function or interest. The words “applicable law,” “law,” or “laws” mean all federal, state, or local statutes, rules, codes, regulations, or judicial or executive orders applicable to the subject matter of the corresponding obligation, representation, warranty, or acknowledgement, or this Agreement generally.

1.3 References to time.

The words “day,” “month,” and “year” mean, respectively, calendar day, calendar month and calendar year. Notwithstanding the foregoing, “Business Hours” or “Business Day” means 9:00 a.m. through 5:00 p.m. (Eastern Time) Monday through Friday, excluding the following City holidays, unless otherwise agreed to by the parties: New Year’s Day, Martin Luther King, Jr. Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans’ Day, Thanksgiving Day, and Christmas Day. If one of these days falls on a Saturday, the preceding Friday is a holiday and if one of these days falls on a Sunday, the following Monday is a holiday.

ARTICLE 2 TERM; TERMINATION; DEFAULT; SURVIVAL

2.1 Term.

2.1.1 This Agreement commences on the Effective Date and expires after a period of three (3) years (the “Term”). This Agreement may be renewed for one (1) additional three- (3) year term at the City’s sole discretion (“Renewal”). Contractor acknowledges and agrees that Contractor does not have a right to be heard in any forum before termination of the Agreement by the City for default except as provided in section 2.3 of this Agreement and in sections 10.03 and 10.05 of Appendix A to this Agreement, and Contractor waives any claim of any other right to be heard in any forum before termination of the Agreement by the City for default. Contractor reserves the right to be heard after termination of the Agreement by the City for default according to the procedures set forth in section 4-09 of the rules of the City’s Procurement Policy Board.

2.1.2 Notwithstanding the expiration of this Agreement, individual Task Orders in effect before the expiration date may require Contractor to work beyond the expiration date of this Agreement to completion of a specific project, in which event the terms and conditions of this Agreement will survive expiration of this Agreement and apply through completion of the project.

2.1.3 The City reserves the right to cancel the Agreement or any Task Order, in whole or in part, at any time based on a determination by the Commissioner that cancellation is in the
best interests of the City, including termination for consistent failure to perform. The City will accord notice and opportunity to cure, if applicable, as it determines reasonable under the circumstances.

2.2 **Termination.** In addition to the City’s right to cancel pursuant to Section 2.1.3 above, the City may terminate this Agreement pursuant to Article 10 of Appendix A.

2.3 **Default.**

2.3.1 The City may, subject to Section 2.3.2 below, by written notice of default to Contractor by DoITT, terminate this Agreement in whole or in part if Contractor fails to:

(i) perform the Services within the time specified in this Agreement or any extension;

(ii) make progress, so as to endanger performance of this Agreement;

(iii) fail to satisfy any SLR on multiple occasions (including failure to remedy any SLR deficiencies as described in Section 10.4 below); or

(iv) breach any other material obligation under this Agreement.

2.3.2 The City’s right to terminate this Agreement under Sections 2.3.1(ii), 2.3.1(iii) and 2.3.1(iv) above may be exercised only if Contractor does not cure such failure within twenty (20) calendar days (or more if authorized in writing by DoITT) after receipt of the notice from the Contracting Officer specifying the failure.

2.3.3 If the City terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner the City considers appropriate, supplies or services similar to those terminated, from a successor vendor. If the City has to pay a higher price to, or incurs any additional costs or expenses related to its use of, a successor vendor, Contractor will reimburse the City for (i) the difference between what the City would have paid Contractor and what the City actually pays the successor vendor, and (ii) the additional costs and expenses. However, Contractor shall continue any portion of its work not terminated.

2.3.4 The rights and remedies of the City in this Section 2.3 are in addition to any other rights and remedies provided by law or under this Agreement.

**ARTICLE 3 DESIGNATION AS PRIMARY OR SECONDARY VENDOR**

3.1 **Initial Designation.** The Notice to Proceed shall inform Contractor whether it has been designated as a Primary Vendor or a Secondary Vendor.

3.2 **Future Designations.** During the Term and Renewal (if applicable), the City may change Contractor’s designation from Primary Vendor to Secondary Vendor and/or vice versa, as
permitted by this Agreement. The City may change Contractor’s designation as many times as it reasonably deems necessary during the Term and Renewal (if applicable).

3.3 **Designation as Primary Vendor.** Only during those portions of the Term and Renewal (if applicable) when the Contractor is designated as a Primary Vendor will the Requesting Agencies distribute an RFS to Contractor and Contractor may submit a Proposal in response thereto.

3.4 **Designation as Secondary Vendor.**

3.4.1 During those portions of the Term and Renewal (if applicable) when the Contractor is designated as a Secondary Vendor, the following portions of the Agreement shall not apply: Section 3.3, Section 4.1, Section 4.2 and Article 5. Notwithstanding the foregoing, any existing Task Order(s) with Contractor will survive (including the applicability of Section 3.3, Section 4.1, Section 4.2 and Article 5) unless otherwise terminated by the Requesting Agency.

3.4.2 During those portions of the Term and Renewal (if applicable) when Contractor is a Primary Vendor, the City may change such designation to Secondary Vendor if

(i) Contractor failed to perform the requirements set forth in Section 5.3 below or failed to meet any SLR while it was a Primary Vendor; or

(ii) it is in the best interests of the City (as determined in the City’s sole discretion) based on such relevant factors, possibly including, but not limited to, the quality of performance, the ability for improved performance, the costs to the City of continuing, or any issues specific to a particular project.

3.4.3 Notwithstanding Section 3.4.2 above, any existing Task Order(s) shall survive Contractor’s designation to Secondary Vendor, and Contractor shall continue to be bound by such Task Order(s).

**ARTICLE 4 PAYMENT**

4.1 **Consideration.**

4.1.1 In exchange for Contractor’s satisfactory performance of its obligations under this Agreement, the City shall pay to Contractor the fees in accordance with Attachment PRC. The Total amount of such payments to Contractor may not exceed __________ dollars ($__________). The City shall not make any payments to Contractor for those portion(s) of the Term and Renewal (if applicable) when Contractor has been designated as a Secondary Vendor.

4.1.2 Each payment obligation of the City created by this Agreement is conditioned upon the availability of City funds which are appropriated or allocated for the payment of such obligation. Notwithstanding the foregoing, the City shall pay Contractor for all work performed
prior to notice by the City of non-funding, provided that the work was performed pursuant to the terms of this Agreement. In the event a notice for non-funding is provided to Contractor, Contractor is thereby released from performance of all unfunded obligations to provide future Services effective upon the receipt of such notice.

4.1.3 The City shall pay Contractor in accordance with the Prompt Payment provisions of the Procurement Policy Board Rules and the provisions and procedures set forth in Attachment BI. Contractor shall accept payments under this Agreement from the City by electronic funds transfer, in accordance with the provisions and procedures set forth in Attachment EFT.

4.1.4 Each invoice shall be submitted in accordance with Attachment BI and Attachment PRC. The City may, upon advance notice to Contractor, modify the content, format, submission instructions and the additional documentation required for invoices pursuant to this Agreement. Agreement-specific changes to Attachment BI are deemed effective sixty (60) calendar days following notice to Contractor, unless otherwise stated in the notice.

4.1.5 Contractor shall not seek, ask for, demand, sue for, invoice or recover, as extra compensation or otherwise, any sum for any work other than the compensation agreed upon and fixed in this Agreement, or for any work it performs to remedy deficiencies in Services performed by Contractor under this Agreement.

4.1.6 Most Favored Customer. Contractor shall offer to the City prices, terms, warranties, and other benefits that are comparable to or better than those offered by Contractor to any commercial or governmental entity with which Contractor has a contractual relationship with a total aggregate value equal to or less than the total aggregate value of Contractor’s contracts with the City. If during the term of this Agreement, Contractor enters into arrangements with any other such customer providing more favorable prices, terms, warranties, or other benefits, Contractor shall notify the Department and this Agreement is deemed amended to provide the same to the Department. Contractor shall annually certify in writing to the Department that it is in compliance with this provision. If requested by the Department, Contractor shall provide relevant documentation to support its certification.

4.1.7 In no event does payment by the City of any amounts hereunder constitute by itself acceptance by the City of any services or goods.

4.1.8 Contractor shall issue to the City refunds or credits within 30 days of entering into a more favorable agreement with another customer for any prepaid charges that are made contrary to the provisions in this Article 4.

4.1.9 Contractor may not terminate this Agreement for the City’s failure to fulfill its payment obligations without providing written notice and reasonable time for the City to process payment, which in no event may be fewer than ninety (90) calendar days after
submission of an invoice in accordance with this agreement, including registration of the Task Order under which the applicable Services are performed.

4.2 Hourly Labor Work.

4.2.1 Services provided on a time and materials basis must be billed in accordance with the rates set forth in Attachment PRC (Contractor’s GSA Labor Categories, City Labor Categories, Hourly Bill Rates, Personnel Markups and Maximum Personnel Markup). The Hourly Rates are fixed by job category applicable to all consultants engaged by Contractor to perform work pursuant to this Agreement within those job categories.

4.2.2 All fees paid to Contractor (including the Hourly Rate for any Consultant, fees based on fixed price, time and materials and other payment methods) include all auxiliary and incidental support costs such as printing, copying, secretarial, typing, program entry, internal timesheets, invoicing, etc., and further include all expenses for travel, meals and lodging. Contractor may not bill the City for any expenses fees that Contractor incurs in order to deliver the Services.

4.2.3 Unless otherwise pre-approved in writing by the DoITT Liaison (as described in 8.3.1):

(i) Contractor shall not invoice the City for more than thirty-five (35) hours per week for Services performed by any individual under this Agreement. Lunch or mealtime must not be included in the number of billable working hours, nor holidays, vacations, or sick leaves taken by the consultant during the engagement;

(ii) all Services shall be performed during Business Hours; and

(iii) Contractor shall ensure that Consultant time sheets include a lunch hour as required by Section 162 of the NYS Labor Law.

4.2.4 The City reserves the right to direct Contractor to reduce the level of staffing provided by Contractor and shall provide reasonable advanced notice.

4.3 Labor Laws.

4.3.1 Contractor shall ensure that all Services are performed in strict compliance with all labor laws, including but not limited to, Sections 220 and 230 of the New York State Labor Law, the Fair Labor Standards Act, and any other prevailing wage laws and regulations (“Prevailing Wage Laws”).

4.3.2 Contractor shall require that its subcontractors comply — including random audits — with all applicable labor laws, including but not limited to Prevailing Wage Laws, in the performance of all of its subcontracts, and shall require its subcontractors and consultants to provide documentation to the City as may be required by law.
4.3.3 Hourly Rates for labor subject to Prevailing Wage Laws ("Prevailing Wage Labor") must be billed in accordance with the following:

(i) Whether there will be, and if so the amount of, any mark-up on the prevailing wage labor rate will be agreed to by the Parties on a Task Order-by-Task Order basis and will be added to the applicable hourly Prevailing wage Labor rate (including benefits and wage supplements) derived from the then current prevailing wage schedules published annually by the Comptroller or other governmental authority, as applicable; and

(ii) The Hourly Rates include all costs incurred by Contractor or its subcontractor(s) attributable to the engagement of Prevailing Wage Labor, including but not limited to overhead, profit and administrative charges.

(iii) At the discretion of the City, prevailing wage labor will be billed to the City on a fixed price or time and materials basis.

ARTICLE 5 CONTRACTOR’S SERVICES

5.1 General Scope.

5.1.1 Contractor shall supply information technology staff augmentation services in accordance with the terms of this Agreement.

5.1.2 The City reserves the right to add additional job titles and descriptions and update the skill category matrix in Attachment PRC, as the City determines appropriate. This may include adding requirements to an existing position, adding a new position that fits into an existing category, or other modifications.

5.1.3 The City may at any time purchase similar services from other contractors.

5.1.4 The description of the Services in this Article is intended to be a summary of the services available to a Requesting Agency pursuant to a Task Order and is not intended to modify or supersede the description of the Services detailed therein.

5.1.5 Contractor shall assign an employee (other than a Candidate or Consultant) to act as a liaison and as primary contact for this Agreement ("Contractor Liaison")

5.2 Reports.

5.2.1 Contractor shall provide all of the reports described in this Agreement, and in any Attachment or Task Order, in the format and frequency set forth in the respective contract document. The City, in its sole discretion, may modify the content of reports.
5.2.2 Contractor shall meet with DoITT on a monthly basis (and any time within a monthly period upon the City’s request) to present reports showing both the current status and the utilization over time of the following as they pertain to this Agreement:

(i) all Proposals submitted by Contractor; and

(ii) all Task Orders currently in effect or terminated/expired since the previous monthly DoITT meeting, with such information to include, at a minimum:

(a) name of Requesting Agency for each Task Order;

(b) the assignment number for each Task Order;

(c) start and expiration dates for each Task Order;

(d) names of Consultants for each Task Order;

(e) labor category and Hourly Bill Rate for each Consultant in each Task Order;

(f) amount expended that month for each Task Order per Requesting Agency and further classified per each labor category;

(g) any remaining balance for each Task Order; and

(h) any other relevant information that DoITT may deem necessary.

5.3 Request for Services.

5.3.1 A Requesting Agency shall distribute a Request for Services (referred to in the RFP as a “Tier 2 Project”) to all Primary Vendors, except that Requesting Agency may send a Request for Services to only one Primary Vendor under one of the following conditions:

(i) the Requesting Agency previously used a Primary Vendor’s Consultant (who must be named in the Request for Services) as a subject matter expert on a custom application used by the Requesting Agency, or worked within a business environment similar to that of the Requesting Agency within the five (5) years immediately preceding distribution of the Request for Services;

(ii) the Request for Services is in response to an emergency; or
the Requesting Agency knows that a Primary Vendor has a Candidate (who must be named in the Request for Services) who has a specific, unique skill that the Requesting Agency requires.

5.3.2 The Requesting Agency shall include the following in all Requests for Services:

(i) the category of expertise needed;
(ii) labor category or categories of the position(s) required;
(iii) a description of mandatory and preferred experience and expertise for the position(s) required;
(iv) the number of Consultants required for the assignment;
(v) the minimum or maximum number of Candidate resumes that Contractor must include in its response to the Request for Services;
(vi) project description and timeline of the assignment, including working hours;
(vii) additional security requirements (including background checks) that a Candidate must meet;
(viii) evaluation criteria and their respective weights, to be used by the Requesting Agency in selecting a Candidate for the assignment. Unless otherwise stated in the Request for Services the evaluation criteria shall be as follows (collectively, “Default Evaluation Criteria”):

(a) experience (40%);
(b) technical ability (35%); and
(c) cost (25%).

5.3.3 If a Requesting Agency requests that Contractor conduct recruitment for a Consultant-to-Hire position per Section 5.3.4 below, the Requesting Agency shall include in its Request for Services the following information, in addition to what is required by Section 5.3.2:

(i) the salary range for the employment position;
(ii) a preliminary job description or, if already posted, the posting for the employment position;
(iii) the procedure for onboarding of an individual as a City employee (regardless of whether the on-boarded individual will be the corresponding Consultant); and
the procedure for onboarding of the successful candidate for the employment position (which may or may not be the Consultant).

5.3.4 Request for Services for Possible Consultant-to-Hire Positions. A Requesting Agency may submit a Request for Services for recruitment for Consultant-to-Hire services for selected IT positions. In such a case:

(i) the requirements for a Request for Services and all Proposals are the same as for all other Request for Services, except that:

(a) the desired outcome of the selection process will be the Requesting Agency’s selection of a Consultant who may be considered for a position as a City employee; and

(b) Contractor shall inform all Candidates that:

(i) becoming a Consultant does not guarantee that s/he will become a City employee; and

(ii) If the Consultant is hired, by the City as an employee, the then-former Consultant will have to provide proof of eligibility to work in the United States and, specifically, for the City of New York within three (3) business days of being hired. Eligibility to work in the United States shall be as determined by the U.S. Department of Homeland Security.

(ii) Other than when the City makes use of recruitment-for-hire services that might be offered by the Contractor, Contractor is not entitled to a “finder’s fee,” commission or any other form of remuneration from the City should a Consultant become a City employee under this Section, other than payment for the Services provided to the City by the Consultant.

5.3.5 Contractor must identify and recruit qualified IT professionals as Candidates. Contractor must use strict screening processes to ensure that the City will only review the qualified candidates. Candidates must be available for the two (2) weeks immediately following Contractor’s submission of the Proposal to the Requesting Agency and Contractor must advise its Candidates of this availability requirement prior to submitting the proposal.

5.3.6 Prior to submitting a Proposal, at no additional cost to the City, Contractor must:

(i) identify a pool of qualified and diverse potential Candidates;

(ii) conduct initial interviews of potential Candidates;
(iii) verify all Candidates’ professional license(s) and certification(s) if applicable;

(iv) verify that Candidates have appropriate documentation to be employed in the United States and, specifically, by the City of New York;

(v) test/verify/confirm technical skills if required (e.g. web-based testing);

(vi) require at least three (3) references from each Candidate and then check all references each Candidate provides;

(vii) perform the following background check for each Candidate:

(a) criminal record, minimum seven (7) years immediately prior (state and federal);

(b) payment of taxes, minimum six (6) years immediately prior (state and federal);

(c) verification of education credentials;

(d) verification of employment history;

(e) fingerprinting;

(f) verification of service in United States Armed Forces and, if so, the branch(es) of the military and the type(s) of discharge; and

(g) confirm any additional security clearances specified in the Request for Services.

5.3.7 Contractor may only include as Candidates those individuals about whom Contractor has completed the procedures in Section 5.3.6 above and has obtained satisfactory results for each such procedure.

5.3.8 Retired or former employees of the City may be subject to various laws governing conflicts of interest. Contractor must advise the Requesting Agency of a Candidate’s previous City employment and be aware of any possible conflicts of interests when proposing such individuals as Candidates under this Agreement. It is the responsibility of Contractor to be aware of, and not participate in the violation of, any legal restrictions (i.e. Chapter 68 of the Charter) applicable to the employment of current or former City employees.

5.3.9 Contractor shall take all necessary and appropriate steps to determine that each Candidate proposed by Contractor is legally eligible to work in the United States (and specifically for the City of New York) and that eligibility will be maintained at all times that such
individual is a Consultant with access to any City facilities, information systems or data contained therein.

5.3.10 Contractor shall inform each Candidate that, on the day s/he begins work at a Requesting Agency as a Consultant, Candidate must provide to that Requesting Agency the documentation referenced by Section 5.3.6(iv) above. (Section 5.3.4(i)(b)(ii) above (documentation requirements for Consultants becoming City employees) is separate and distinct from this Section 5.3.10.)

5.3.11 Contractor shall inform each Candidate that the City may terminate the Candidate’s assignment with the Requesting Agency for any lawful reason, including the City’s determination that he or she is not performing to the City’s satisfaction, as well as such other reasons set forth in Section 5.8.1 below.

5.3.12 Contractor must submit responsive Proposals in response to at least seventy-five percent (75%) of the Request for Services issued in any twelve- (12) month period, starting from the Effective Date or anniversary of the Effective Date, as applicable. Notwithstanding the foregoing, in determining whether Contractor has satisfied the requirement of the preceding sentence, if Contractor is a Secondary Vendor as of the Effective Date (or the anniversary of the Effective Date as applicable) and is designated a Primary Vendor before the next anniversary of the Effective Date, Contractor shall be deemed to have submitted responsive Proposals in response to every RFS issued during the time Contractor had been a Secondary Vendor beginning at the Effective Date (or anniversary of the Effective Date, as applicable). However, and notwithstanding the foregoing, if Contractor is a Primary Vendor as of the Effective Date (or the anniversary of the Effective Date, as applicable) and is designated a Secondary Vendor before the next anniversary of the Effective Date, the first sentence of this Section 5.3.12 will not apply to that twelve-month period in which Contractor is designated as a Secondary Vendor. A Proposal is responsive if it:

(i) contains the resumes of Candidates (the number of which must be at least the minimum number required by the Requesting Agency) who:

(a) possess the minimum education, training, experience and certifications (as required by the Requesting Agency) to perform the tasks of the respective Consultant (the resumes themselves must state in detail that (and how) the respective Candidates meet the minimum education, training, experience and certifications);

(b) are available to be interviewed by the Requesting Agency as specified in the Request for Services (or, if not, specified, then in a reasonably available manner); and

(c) are available for the proposed start date and for the duration of the project.;
(ii) specifies the Hourly Bill Rate and Personnel, if applicable, Markup for each labor category to be used in the Task Order(s). Specified Personnel Markup(s) may be specified as ranges, but in no case may any Personnel Markup exceed the applicable Maximum Personnel Markup. Contractor shall include in its Proposal a calculation showing how the applicable Hourly Bill Rate(s) do not exceed the applicable Maximum Personnel Markup(s);

(iii) complies with all other applicable requirements of a Proposal as set forth in this Agreement; and

(iv) is submitted no later than the deadline stated in the Request for Services (or extension, if any).

5.3.13 Service-Level Requirements. For the entire Term, Contractor must meet or exceed the minimum Service-Level Requirements (SLR), as defined in Appendix B as well as any SLRs set forth in applicable Task Orders.

5.4 Task Orders.

5.4.1 Should Contractor’s Proposal be selected, the Requesting Agency and Contractor shall commence negotiation of a Task Order, provided, however, that Contractor may not attempt to negotiate removal of any requirement in the RFS or this Agreement. Selection of a Proposal for negotiation does not guarantee that the City will enter into a Task Order.

5.4.2 Task Orders must be signed by both Parties and will be effective upon registration by the Comptroller, unless specified in the Task Order.

5.4.3 Each Task Order awarded under this Agreement is deemed to incorporate all the terms and conditions of this Agreement, the applicable Request for Services and the applicable Proposal.

5.4.4 Task Orders do not constitute amendments, modifications, or Change Orders to this Agreement. The terms and conditions of this Agreement take precedence over any Task Orders, and any conflict will be interpreted in favor of this Agreement. This Agreement may only be modified by the Parties in an amendment signed by the Parties, and any provision of a Task Order that is inconsistent with a provision of this Agreement shall be null and void.

5.4.5 Task Orders must be issued prior to expiration of the Term (or Renewal, if applicable). If a Task Order extends beyond the Expiration Date, the Consultant will be required to work beyond that date to the completion of the assignment, in which event the terms and conditions of the Agreement shall survive the expiration of the Agreement and apply through the completion of the assignment and acceptance by the Requesting Agency. The duration of a Task Order may, upon written agreement of the Parties, and upon compliance with applicable New York City procedural requirements, be extended for an additional period or periods of
time. The Requesting Agency may extend an assignment beyond the expiration date of the Agreement until such time as the assignment can be brought to a successful completion.

5.4.6 Contractor must provide the Consultant(s) who were offered to and selected by the Requesting Agency at the agreed-upon rate(s). All Consultants shall appear for work at the location(s) designated by the Requesting Agency on the start work date for the project designated in the corresponding Task Order.

5.4.7 Depending upon the particular requirements that are set forth in a Request for Services, Contractor may need to modify the format or content of a Task Order that it prepares to correspond to the Request for Services, but in general the Task Order will include the following:

(i) project objectives for which consultants are needed;
(ii) skills required by the Consultant for the project;
(iii) cost, including Hourly Rates by job title and total cost and payment structure; and
(iv) the assignment period of performance (projected start and end dates and overall assignment duration).

5.4.8 The Task Orders awarded from this Agreement will contain Hourly Rates for each of the job titles to be provided, which will be the basis for determining the costs of the Task Orders. Hourly rates charged in Task Orders for contractor or subcontractor staff may be lower than, but cannot exceed, the hourly rates contained in this Agreement.

5.4.9 The Task Order will be reviewed by the Department and any oversight agencies as necessary to ensure that it meets the best interests of the City; is an appropriate use of, and is in accordance with the terms and conditions of this Agreement; and that the statement of work comprehensively addresses the City’s needs.

5.4.10 The City may employ a project monitoring/quality assurance contractor to review Contractor Timesheets and/or Consultant Timesheets to ensure that they are in compliance with this Agreement.

5.4.11 Contractor shall prepare all Task Orders at no charge to the City.

5.5 Contract Changes.

5.5.1 Changes to this Agreement may be made only by a fully executed Change Order authorized by the Department’s Agency Chief Contracting Officer or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement will not be valid unless the Change Order is signed by authorized representatives of both Parties and registered
by the Comptroller. Contractors deviating from the requirements of this Agreement without a duly approved and executed written Change Order, do so at their own risk.

5.5.2 In the event that any change is required in the Services, or additional Services are required, to be provided under this Agreement because of negligence or error of Contractor, Contractor must make the change without additional compensation.

5.6 **Timesheets and Invoices.**

5.6.1 Contractor shall submit monthly invoices directly to the Requesting Agency. Lunch or mealtime must not be included in the number of billable working hours, nor City holidays, vacations, or sick leave taken by the Consultant during the engagement. Services performed by a Consultant after Business hours, over a weekend or on a City holiday must be pre-approved by the Requesting Agency. Services, if any, authorized to be provided after Business Hours, on weekends, or on City holidays are billable in accordance with the Hourly Bill Rate for the Consultant’s labor category.

5.6.2 Contractor shall instruct Consultants to comply with the Requesting Agency’s timekeeping policies, including that Consultants must submit timesheets to the Requesting Agency for approval (“Consultant Timesheets”). Consultant Timesheets must be submitted at the frequency specified in the Task Order; however, if no frequency is specified, then Consultant Timesheets must be submitted on a weekly basis. Contractor is encouraged to review the Consultant Timesheets for accuracy before submission to the Requesting Agency. Each Consultant Timesheet must include the following for the applicable time period:

(i) the number of hours worked per day rounded to the nearest quarter hour;

(ii) lunch hours or other work breaks;

(iii) a detailed description by project or activity per day tied to the applicable/identified Consultant and tracking a specific Task Order activity, task or project deliverable, and rounded to the nearest quarter hour;

(iv) work location (meaning on-site or off-site) for reported hours; and

(v) certification by the Consultant.

5.6.3 Contractor must submit monthly timesheets to Requesting Agency for work performed by its Consultants (“Contractor Timesheets”). Contractor Timesheets must be submitted within thirty (30) days of the last day of month to which they pertain (Requesting Agency may, under extraordinary circumstances approve in writing, an extension). Each Contractor Timesheet must include the following for the applicable month:
(i) the number of hours worked per day rounded to the nearest quarter hour;

(ii) lunch hours or other work breaks;

(iii) a detailed description by project or activity per day tied to the applicable/identified Consultant and tracking a specific Task Order activity, task or project deliverable, and rounded to the nearest quarter hour;

(iv) work location (meaning on-site or off-site) for reported hours; and

(v) certification by Contractor.

5.6.4 The City may pay Contractor only for the invoices (or portions thereof) where the Requesting Agency has approved the applicable certified Contractor Timesheets. The Requesting Agency shall approve a certified Contractor Timesheet where the reported hours and work descriptions are reasonable based on inquiries (when necessary) with Contractor, the Consultant and other Requesting Agency employees, Task Order tracking, and any Contractor Timesheet reconciliations.

5.6.5 All Contractor Timesheets submitted for the period billed in each payment request must be tied to trackable Task Order activities or deliverables. A designated agency employee must require the resubmission of any Contractor Timesheets showing discrepancies of the hours worked or the Hourly Bill Rate, or inadequate progress on deliverables, after further appropriate review and reconciliation by the Requesting Agency.

5.6.6 Failure of Contractor to ensure the accuracy of the Consultant Timesheets or Contractor Timesheets may result in adjustments of those timesheets by the Requesting Agency, and reductions in fees payable to Contractor.

5.6.7 It is the exclusive responsibility of Contractor to administer its payroll to Consultants. A Requesting Agency is not responsible for the distribution of the Consultant’s paycheck or related material.

5.6.8 No overtime or schedule differentials premiums will be paid to Contractor for Consultants that perform work after/outside of Business Hours. All hours worked will be paid in accordance with the Hourly Bill Rate the Consultant’s labor category.

5.7 Documentation. For any Consultant selected from its Proposal, Contractor shall take all necessary and appropriate steps (beginning with but not limited to having the Consultant sign an agreement) to ensure that:

5.7.1 the Consultant will return all documentation provided to him/her by the City for the project at issue; and
5.7.2 all access cards and other materials, equipment and/or devices issued by the Requesting Agency to the Consultant during the project are returned to the Requesting Agency. Final payment from the City to Contractor may be withheld until the Requesting Agency receives all such materials.

5.8 Removal and Replacement.

5.8.1 At any time during this Agreement, the City may require Contractor to remove Consultant for any reason, including but not limited to, failure to meet the requirements of the relevant labor category, lack of technical competency, performance-related or security concerns, or the violation of a law or City rule, policy or practice. The City shall provide notice to Contractor of the effective date of removal and whether the Consultant must be replaced. Contractor shall cause the individual to cease work on the effective date.

5.8.2 Without limiting any other right of the City, the City may, at any time, without notice, deny access to its premises, facilities, networks or computer equipment to any individual for any reason.

ARTICLE 6 CONTRACTOR PERSONNEL

6.1 Acts/Omissions of Contractor Personnel. Contractor is fully responsible to the City for the acts and omissions of all Contractor Personnel.

6.2 Employment Eligibility.

6.2.1 Contractor shall ensure and require that all Services are performed in the United States. If Contractor proposes that any Services be performed at a facility outside of the United States, then Contractor shall include with its proposal external security audit information for review and approval by the City’s Chief Information Security Officer. The City shall consider such proposal in its sole discretion.

6.2.2 Contractor shall take all necessary and appropriate steps to determine that each of the Contractor Personnel is legally eligible to work in the United States, and specifically New York, and that such eligibility is maintained at all times that any such personnel perform Services.

6.2.3 Contractor Personnel shall be available to meet or conference with City resources during all Business Hours regardless of the location where Contractor Personnel are performing Services.

6.2.4 Contractor acknowledges that it is aware of the applicable legal restrictions (under Chapter 68 of the Charter) applicable to the employment of current or former City employees.

ARTICLE 7 SUPPLIERS AND SUBCONTRACTING
7.1 **Supplier Network.**

7.1.1 Contractor shall maintain a supplier network ("Supplier Network"). The Supplier Network may be made up of independent contractors with whom Contractor has entered into contracts to assist in providing the Services under this Agreement. Contractor is solely responsible for supplying Services that meet the City’s performance specifications, as outlined in individual Task Orders. To ensure that performance specifications are met, Contractor has certain enrollment criteria for its Supplier Network, including, but not limited to:

(i) subcontractor agreement, signed by an authorized representative of the company;

(ii) W-9 with EIN number;

(iii) Certificates of Insurance for Comprehensive liability with at least two hundred thousand dollars ($200,000) in aggregate coverage;

(iv) Workers Compensation Insurance; and

(v) signed Non-Disclosure Agreement.

7.1.2 Contractor shall use documented best efforts to ensure that at least [_____] percent ([___]%)[percentage to be negotiated between City and Contractor prior to executing/registering this Agreement] of its Supplier Network be made up of suppliers certified to be minority-owned or women-owned business enterprises. Such percentage shall be determined against the total dollar value of the minority-owned/women-owned annual participation goals that are established pursuant to the Agreement, unless a full or partial waiver is obtained or such goals are modified by DoITT.

7.1.3 Contractor shall make best efforts to use local suppliers whenever possible. Contractor shall ensure the promotion of equal employment opportunity for all qualified persons working with, or seeking work with, the Contractor.

7.2 **Subcontracts.**

7.2.1 For the avoidance of doubt, Contractor’s Supplier Network will be treated as suppliers and not subcontractors under this Agreement.

7.2.2 Contractor agrees to provide the City with a copy of each subcontract, with the following information redacted or identified, subject to applicable law (e.g., New York Freedom of Information Law): proprietary or trade secret information, subcontractor confidential information (equivalent of “Confidential Information” as defined in Section 1(c) of Attachment SCY), and non-public cost information. In addition to the provisions required by Section 3.02(C) of Appendix A to be in approved subcontracts, all approved subcontracts must contain provisions specifying that:
(i) the subcontractor shall maintain commercial general liability insurance in the amount of at least one million dollars ($1,000,000) per occurrence and in the aggregate; and

(ii) upon request by the RFS Manager, the subcontractor shall provide information directly to the RFS Manager regarding the work it is performing under the applicable statement of work (e.g., development timelines).

7.3 Status of Candidates and Consultants.

7.3.1 Neither Candidates nor Consultants are third-party beneficiaries of this Agreement.

7.3.2 Consultants shall be employees or independent contractors of Contractor and in no case shall be considered employees or independent contractors of the City. Contractor shall be responsible for:

(i) acts, personal conduct, and quality of work performance of the Candidates whom Contractor provides;

(ii) payment of wages and compensation, providing fringe benefits, if any, insurance, and the withholding of taxes and such other appropriate charges to any Consultant whom Contractor provides;

(iii) all other terms and conditions of employment, if any, of Candidates or Consultants who Contractor provides;

(iv) informing its Consultants of:

(a) start times and work hours for them at the Requesting Agency;

(b) the requirement that Consultants must execute a nondisclosure agreement with the City, provided as Attachment NDA;

(c) confidentiality and security policies to which the Consultants must adhere, which can be found on the Internet at http://www.nyc.gov/infosec and on the City’s intranet at http://cityshare.nycnet/infosec; and

(d) the documentation requirements as described in Section 5.7 above; and

(v) informing the Requesting Agency of lateness, illness or other absences of its Consultants in advance where possible.
7.3.3 Unless stated otherwise in the applicable Task Order, Consultants must be present and perform the relevant work at the facility(ies) designated by the Requesting Agency between 9:00 a.m. and 5:00 p.m. Eastern Time on Business Days. Notwithstanding the foregoing, Consultants will be provided one (1) unpaid hour for meals for each day containing at least seven (7) work hours.

ARTICLE 8  CITY RIGHTS AND RESPONSIBILITIES

8.1  Requesting Agency’s Rights.

8.1.1 A Requesting Agency may:

(i) select more than one Candidate (or no Candidate) for a particular Request for Services;

(ii) enter into a Task Order with more than one Primary Vendor for the same Request for Services;

(iii) select Candidate(s) from more than one Primary Vendor for the same Task Order;

(iv) change the hours of work of Consultant, including, in the case of an emergency requiring the Consultant to work evenings, weekends and/or holidays, .

(v) terminate a Task Order for any reason. Contractor may invoice the City for any undisputed monies then due to Contractor under the Task Order.

(vi) remove a Candidate or Consultant from City premises if the City deems it appropriate, in the City’s sole discretion, for any reason.

8.1.2 A Requesting Agency shall evaluate the Candidates’ resumes and proposed hourly rates in accordance with the evaluation criteria defined in the Request for Services or Default Evaluation Criteria, as applicable. As part of the evaluation, the Requesting Agency may (but need not) require in-person or phone interviews with Candidates.

8.2  Requesting Agency’s Responsibilities.

8.2.1 A Requesting Agency shall:

(i) assign a supervisor and/or a staff member to act as a liaison and as primary contact for the selected consultant (“Requesting Agency Liaison”);

(ii) provide appropriate access to facilities and arrange workspace for the consultants at City locations;
(iii) brief the Consultants on Agency rules and procedures; and
(iv) review and approve each Consultant Timesheet and Contractor’s invoices; however, Contractor shall nonetheless remain responsible for ensuring the integrity of the Consultant Timesheets.

8.2.2 If a Project Manager for a specific project is selected from Contractor to perform as a Programmer, Analyst, Technician or Specialist for the same project, the Requesting Agency will monitor the Project Manager’s role carefully to safeguard against a potential conflict of interest or downstream involvement during the course of that assignment or future assignments.

8.3 DoITT’s Responsibilities.

8.3.1 DoITT will serve as the primary point of contact between Contractor and Requesting Agencies under this Agreement. DoITT shall assign an employee to act as the overall Agreement liaison (“DoITT Liaison”).

8.3.2 DoITT must review and approve proposed Task Orders and Change Orders before a Task Orders becomes effective.

ARTICLE 9 SECURITY AND ARCHITECTURE REQUIREMENTS

Contractor shall comply with all requirements of Attachment SCY (Security Requirements).

ARTICLE 10 SERVICE-LEVEL REQUIREMENTS AND SERVICE CREDITS

10.1 For the entire Term, Contractor must meet or exceed any SLRs set forth in Section 5.3.13, as well as in the applicable Task Order(s).

10.2 The Contractor’s failure to meet applicable SLRs will result in the Contractor’s liability to provide the City with a Service Credit. Such Service Credits will be set forth in the relevant Task Order.

10.3 For any and all SLRs, the City may require Contractor to submit monthly or quarterly reports on the current status of SLR achievement and must be submitted no later than the fifteenth (15th) calendar day of the succeeding month/quarter (as appropriate).

10.4 If Contractor or the City identifies any SLR deficiencies:

10.4.1 Contractor and City representatives will determine a plan of action at the following monthly meeting to ensure that the level of service improves, with remedies prescribed for missing specific targets; and
10.4.2 If three (3) consecutive quarterly reports occur with minimal or no improvement (as determined by the City in its sole discretion) in identified deficiencies, Contractor will be considered in default and the City may terminate this Agreement pursuant to Section 10.03(A) of Appendix A.

10.5 A Requesting Agency may also include in a Task Order the right for the City to assess a Service Credit against the total amount the City owes Contractor. Unless otherwise specified in the Task Order, the amount of the Service Credit shall be the amount the City would have to pay another Primary Vendor to correct any SLR deficiency.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

11.1.1 Unless otherwise stated in this Agreement, any notices required or permitted to be given or delivered hereunder must be in hard-copy writing. Notwithstanding the foregoing, notice of any circumstance with respect to a material breach or event of default must be delivered by hand or sent by registered or certified mail or by Federal Express, Express Mail or other reliable overnight mail service that provides a receipt to the sender. Receipt of a notice by the Party to whom the notice is transmitted will be considered to have occurred upon receipt if hand-delivered; five (5) Business Days from the date of mailing if mailed; or the next Business Day after transmittal overnight by Federal Express, UPS, U.S.P.S. Express Mail or other reliable overnight delivery service that provides a receipt to the sender. In all other circumstances, notice may also be delivered by e-mail (with e-mail acknowledgement of receipt); receipt of which will be considered to have occurred upon transmittal. All notices and correspondences shall be delivered to the respective addresses below:

In the case of the City: Agency Chief Contracting Officer
NYC Department of Information Technology and Telecommunications
255 Greenwich Street, 9th Floor
New York, NY 10007
Phone: (212) 788-6575
Email: jkatsorhis@doitt.nyc.gov

with a copy to: General Counsel
NYC Department of Information Technology and Telecommunications
255 Greenwich Street, 9th Floor
New York, NY 10007
Phone: (212) 788-6640
Email: legalservices@doitt.nyc.gov
In the case of Contractor:

[_________________]  
[_________________]  
[_________________]  
[_________________]  
Phone:  
Email:  

with a copy to:

[_________________]  
[_________________]  
[_________________]  
[_________________]  
Phone:  
Email:  

11.1.2 Either Party may from time to time designate another address or other addressees by notice to the other Party in compliance with this Section.

11.1.3 Nothing in this Article serves as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by New York law including the New York Civil Practice Law and Rules.

11.2 Fee(s) for the Administration of the VENDEX System. Pursuant to Procurement Policy Board Rule 2-08(f)(2), Contractor will be charged a fee for the administration of the VENDEX system, including Contractor name check process, if a Contractor name check review is required to be conducted by the City’s Department of Investigation. Contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Contractor name check reviews are required. The fee(s) will be deducted from payments made to Contractor under this Agreement. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350.

11.3 Contract Documents; Conflicts. This Agreement consists solely of this document, the Attachments listed in this Section, all of which are annexed hereto, and all other documents listed in this Section (collectively, “Contract Documents”). This Agreement shall be construed wherever appropriate to avoid conflict between the provisions of the Contract Documents. However, where a conflict or inconsistency exists between two or more of the Contract Documents, provisions shall govern in the following descending order of precedence:

11.3.1 This document (titled “Master Services Agreement for Citywide Standby Information Technology and Telecommunications Consulting Services”);

11.3.2 Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services)
11.3.3 Attachment SCY (Service Requirements);

11.3.4 Attachment PRC (Contractor’s GSA Labor Categories, City Labor Categories, Hourly Bill Rates, Personnel Markup and Maximum Personnel Markup);

11.3.5 Attachment NDA (Non-Disclosure Agreement);

11.3.6 Attachment INS (Insurance);

11.3.7 Attachment BI (Billing and Invoicing);

11.3.8 Attachment EFT (Electronic Funds Transfer);

11.3.9 Attachment DB (Doing Business Data Form);

11.3.10 the applicable Task Order; and, finally,

11.3.11 the Requesting Agency’s applicable Request for Services.

IN WITNESS WHEREOF, the Parties have executed this Agreement in quadruplicate (each of which shall constitute an original), two (2) executed copies of which are to remain with the Department, one (1) executed copy of which is to be filed with the Comptroller, and one (1) executed copy of which is to be delivered to Contractor.

THE CITY OF NEW YORK                      [CONTRACTOR]

By: ____________________________          By: ____________________________

Name: ____________________________      Name: ____________________________

Title: ____________________________      Title: ____________________________

Date: ____________________________      Date: ____________________________

Approved as to Form and
Certified as to Legal Authority:

___________________________________

Acting Corporation Counsel

___________________________________

Date
STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of ______________________, 2015, before me personally came Anne Roest, to me known and known to me to be the Commissioner of the Department of Information Technology and Telecommunications of the City of New York, the person described in and who is duly authorized to execute the foregoing instrument, and she acknowledged to me that she executed the same for the purpose therein mentioned.

____________________________
NOTARY PUBLIC

STATE OF __________)
:ss:
COUNTY OF __________)

On this _____ day of __________, 2015, before me personally came ____________________________, to me known, who, being by me duly sworn, did depose and say that s/he resides at ____________________________, that s/he is the ____________________________, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to 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 her/his name thereto by like order.

____________________________
NOTARY PUBLIC
ATTACHMENT BI (Billing and Invoicing)

Please be advised that the administrative offices of DoITT, including the Audits & Accounts Unit, are located at:

NYC Department of Information Technology and Telecommunications
255 Greenwich Street, 9th Floor
New York, NY 10007
Attn: Audits & Accounts

In order to process your payment pursuant to Article 4 of this Agreement promptly and efficiently, please ensure that all invoices are submitted on company letterhead and contain the following information:

1. Address invoices to DoITT Administrative Offices, Attention: Audits and Accounts Unit
2. Contractor name, address and contact name and phone number must be prominently displayed — NOTE: Contractor name on the invoice must be on file with the NYC Comptroller’s Office via a W-9 form submission. If a W-9 is not on file, please contact DoITT’s Audits and Accounts Unit for further instructions.
3. Current Contractor Contract number (CT)/purchase order (PO)/PG number (in reference to a NYC Requirements Contract — CE).
4. Invoice number and date of invoice
5. Invoice service period and date of delivery
6. Invoices shall be submitted in both hard copy and soft copy format.
7. Appropriate backup and all other supporting documentation to substantiate the invoice charges must be attached:
   - Monthly Payments: For work provided on a fixed-price basis, with fixed monthly payments, the City Contract Number must be included with the invoice.
   - Payment Milestones: For work provided on a fixed-price basis, with milestone payments, documentation evidencing the City’s acceptance of the applicable payment milestone(s) must be included with the invoice.
   - Time and Materials: For work provided on a time and materials basis, consolidated timesheets for teams of individuals for which charges are being made must contain the day and dates of service, and job titles must match those identified in the Agreement, change order, or purchase order, hourly rates and number of hours worked. The legible printing of Contractor’s project manager’s name, as well as, the signature of Contractor’s project manager. The legible printing of the City project manager’s name, as well as, the signature of the City project manager.
8. Contractor’s remittance address is:

__________________
__________________
__________________
__________________

9. Contractor shall concurrently provide the DoITT Liaison with a soft copy of the invoice and applicable supporting documentation.

Should Contractor require additional information, it should contact DoITT’s Office of the Director of Audit & Accounts: (212) 788-6354.

[END OF ATTACHMENT BI]
ATTACHMENT DB (Doing Business Data Form)
ATTACHMENT EFT (Electronic Funds Transfer)

A. In accordance with Section 6-107.1 of the New York City Administrative Code, 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, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached “EFT Vendor Payment Enrollment Form” in order to provide the Commissioner of Finance with information necessary for 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 Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by 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 herein to payments on contracts entered into pursuant to §315 of the Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder 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 interest of the City.

[END OF ATTACHMENT EFT]
ATTACHMENT INS (INSURANCE)

1 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.

2 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.

3 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.
4 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.

5 Unemployment Insurance

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

6 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.

7 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.
8 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 2(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 8 (A) and Section 8(B), as applicable.

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

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

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City
Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

9 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.

[END OF ATTACHMENT INS]
ATTACHMENT NDA (Non-Disclosure Agreement)

CONSULTANT NON-DISCLOSURE AND WORK-FOR-HIRE AGREEMENT

Requesting Agency: ____________________________________________

Name of Contractor Providing the Consultant:
______________________________________________________________

Name and Address of the Assigned Consultant (“Consultant”):
______________________________________________________________
______________________________________________________________

Task Order No. _____________________ (“Task Order”)

This Consultant Non-Disclosure and Work-For-Hire Agreement (“NDA”) is between the City of New York (“City”) by and through the Requesting Agency and the Consultant. This NDA describes certain rights and obligations of the City and the Consultant with respect to certain information that the Requesting Agency will disclose to the Consultant.

The information or materials acquired by the Consultant during performance pursuant to the Task Order, including activities performed and documents and deliverables produced by the Consultant in connection with this project (collectively, “Confidential Information”), are to be kept strictly confidential by the Consultant and may not be reproduced, except for internal use by the members of the project team for the purpose of providing services to the Requesting Agency, without prior written consent from the Requesting Agency unless such information is:

a) previously known by Consultant without a duty to keep such information confidential;
b) generally available to the public;
c) subsequently disclosed to Consultant by a third party who is not under an obligation of confidentiality with respect to the City; or
d) independently developed by the Consultant prior to his or her engagement on this project.

The Consultant agrees that, upon the request of the Requesting Agency, he or she shall promptly return to the Requesting Agency or destroy the Confidential Information in the Consultant’s possession, including any copies, extracts, descriptions and summaries thereof.

All work product created by the Consultant pursuant to the Task Order is owned by the City of New York upon creation. The Consultant, Vendor(s), subcontractor(s), or supplier(s) to the Vendor shall not have or retain, and may not convey or attempt to convey, any right or interest in any such work product. Specifically, without limitation of the foregoing, any reports, documents, data, photographs, deliverables, and/or other materials created by the Consultant (“Covered Materials”) pursuant to the Task Order immediately become “work-made-for-hire” for the City. The City shall own all rights, including copyrights and all other intellectual property rights, to the Covered Materials and to all aspects, elements and components thereof in which copyright and/or other intellectual property rights might exist. To the extent, if any, that the
Covered Materials do not qualify as “work-made-for-hire” for the City, the Consultant hereby irrevocably transfers, assigns and conveys exclusive ownership of all copyrights and other intellectual property rights in and to the Covered Materials to the City, free and clear of any liens, claims, or other encumbrances. The Consultant shall retain no copyright or other intellectual property right or interest in the Covered Materials. The Covered Materials shall not be used by the Consultant for any purpose other than the performance of the Task Order except with the prior written permission of the City.

The Consultant may not: a) perform any work in connection with any private business during time that is being billed to the City; b) use any City equipment, supplies, telephones, computers, letterhead, personnel or any other City resource for any purpose other than the Consultant’s performance of the Task Order, except as permitted by employees under the City’s Policy on Limited Personal Use of City Office and Technology Resources, which is hereby incorporated into this NDA and which is viewable at <http://cityshare.nycnet/subs/doitt/downloads/pdf/hr/limited_personal_use_policy.pdf> (“Personal Use Policy”); c) disclose to any person any Confidential Information, except as necessary to the Consultant’s performance of the Task Order; d) disclose to any employer, officer, etc. of the Consultant, except for those with a need to know to enable Consultant to perform under the Task Order; or e) use any Confidential Information for any purpose other than the Consultant’s performance of the Task Order.

The Consultant shall comply with the City’s Information Security Policy for Service Providers (in which the Consultant is referred to as a “Service Provider”), which is hereby incorporated into this NDA and which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/service_provider_policy.pdf>. The Consultant shall also comply with the User Responsibilities Policy, which is hereby incorporated into this NDA and which is viewable at <http://www.nyc.gov/html/doitt/downloads/pdf/user_responsibilities.pdf> (both policies together with the Personal Use Policy, the “Policies”). The City reserves the right to revise and otherwise change the Policies at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. The Consultant should periodically visit the pages on which the Policies are located to ensure s/he is up-to-date with its terms.

It is understood and agreed that money damages alone would not constitute a sufficient remedy for any breach of this NDA by the Consultant and that the City shall be entitled to specific performance and injunctive relief. Such remedies shall not be deemed to be the exclusive remedies available to the City for a breach of this NDA by the Consultant, but shall be in addition to other remedies available to the City at law or in equity. This paragraph shall survive expiration of this NDA.

Only the City may terminate this NDA.
This NDA embodies the entire understanding between the City and the Consultant and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written. This NDA shall be governed by the laws of the State of New York without regard to its conflict-of-laws principles. This NDA supersedes any inconsistent or less strict provision of any previous nondisclosure agreements the Consultant may have signed with regard to this Task Order and is retroactive to the Consultant’s first work under the Task Order.

The Consultant agrees to adhere to the above provisions:

Print Consultant Name: _____________________________

Consultant Signature: ___________________________ Date: ___________________________

[END OF ATTACHMENT NDA]
### ATTACHMENT PRC (City Labor Categories, Hourly Bill Rates, Personnel Markups and Maximum Personnel Markup)

<table>
<thead>
<tr>
<th>City Labor Category (see category descriptions below chart)</th>
<th>Job Level</th>
<th>Relevant Job Titles (not comprehensive)</th>
<th>Hourly Bill Rate for this Agreement</th>
<th>Personnel Markup* (as a percentage)</th>
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<tbody>
<tr>
<td>Project Manager</td>
<td>PM1</td>
<td>• Project Manager</td>
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<td></td>
<td>PM2</td>
<td>• Project Coordinator</td>
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<td>PM3</td>
<td>• Program Manager</td>
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<td>• Technical Lead</td>
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<td>• Deployment Manager</td>
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<td>• Release Manager</td>
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<td>Analyst</td>
<td>AN1</td>
<td>• Business Analyst</td>
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<td>• Solution Designer</td>
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<td>• UI Designer</td>
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<td>• Functional Tester</td>
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<td>• Performance Tester</td>
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<td></td>
<td>AN2</td>
<td>• Technical Writer</td>
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<td>• Trainer</td>
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<td>• Data Analyst</td>
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<td>• Data Administrator</td>
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<td>• Solutions Architect</td>
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<td>Analyst</td>
<td>AN3</td>
<td>• Application Developer</td>
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<td>• Mobile Developer</td>
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<td>• Front-End Developer</td>
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<td>• GIS Developer</td>
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<td>• Application Support Engineer</td>
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<td>• Systems</td>
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<td>Programmer</td>
<td>PGM1</td>
<td>• Application Developer</td>
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<td>PGM2</td>
<td>• Mobile Developer</td>
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<td>PGM3</td>
<td>• Front-End Developer</td>
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<td>• Reports Developer</td>
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<tr>
<td>Technician</td>
<td>TEC1</td>
<td>• Systems</td>
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| Technician | TEC2 | Administrator | • Database Administrator  
• Voice/Data Engineer  
• Network Engineer  
• Systems Engineer  
• Radio Engineer |
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<tbody>
<tr>
<td>Technician</td>
<td>TEC3</td>
<td></td>
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</tbody>
</table>
| Specialist | SP1 | • Security Engineer  
• Technical Architecture Specialist |
| Specialist | SP2 | • UX Designer  
• Data Warehouse Architect |
| Specialist | SP3 | • Any title under the other labor categories which requires more extensive or specific experience, knowledge or skill level. |

**City Labor Category Descriptions**

**Project Manager I** - Minimum of 2 years experience in overseeing small scale, non-complex projects, comprising a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for a consultant project staff numbering up to 10; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or the Requesting Agency.

**Project Manager II** - Minimum of 4 years experience in overseeing medium scale projects comprising sub-projects and distinct deliverables; typically coordinates and delegates the assignments for a consultant project staff numbering over 10; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements; scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or the Requesting Agency.
Project Manager III – Minimum of 8 years experience in overseeing medium to large scale projects comprising sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for a consultant project staff numbering over 15; focal point of contact for the Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or the Requesting Agency.

Analyst I - Minimum of 2 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Analyst II - Minimum of 4 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Analyst III - Minimum of 8 years experience providing specialized knowledge of system requirements and programming specifications. Designs solutions based on customer needs and technical considerations. Analyzes job tasks, organizational structure and user requirements to provide system-wide solutions. Applies analytical expertise to assist in defining, analyzing, validating and documenting complex operating environments, states of technology and current processes.

Programmer I - Minimum of 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer II - Minimum of 4 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer III - Minimum of 8 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and
implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

**Technician I** - Minimum of 2 years experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Technician II** - Minimum of 4 years experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Technician III** - Minimum of 8 years experience providing specialized knowledge of complex customer processes and requirements. Applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes. Conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Specialist I** - Minimum of 4 years experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.

**Specialist II** - Minimum of 8 years experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.

**Specialist III** - Minimum of 12 years experience in a particular technical and/or business application, product, platform, methodology or skill set that is beyond the requirements addressed in the other labor categories.

* **Maximum Personnel Markup**

The Maximum Personnel Markup is the highest Personnel Markup in the far-right column of the chart in this Attachment PRC, namely, [_______] percent ([___]%).

[END OF ATTACHMENT PRC]
ATTACHMENT SCY (Security Requirements)

Terms defined herein shall apply solely to this Attachment SCY. All other capitalized terms shall have the same meaning as defined elsewhere in the Agreement.

1. Definitions

(a) “City” means the City of New York and any regulatory or administrative division, department or office thereof, including the Department of Information Technology and Telecommunications (“DoITT”) and all Requesting Agencies (“Contractor”).

(b) “City Information Assets” means all City computer systems, electronic data stored, processed, transmitted, or printed by City computer systems, and such systems’ peripheral equipment, networks, or magnetic data.

(c) “Confidential Information” means all non-public information concerning or embodying the scientific, statistical, or technical data, including designs, drawings, processes, statistics, software, components, data, databases, know-how, prototypes, samples, research and developments, meeting reports, systems, programs, research, development, strategic plans, or the like with respect to the operations and activities of the City or Contractor that may be disclosed by either Party or its agents, officers, employees or sub-contractors under the Agreement, regardless of whether such disclosure is in oral, written, or electronic form.

(d) “Facility(ies)” means a physical structure operated by the City of New York.

(e) “Person” means an officer, agent or employee of Contractor or a subcontractor.

(f) “Project” means any type of work to be performed by Contractor pursuant to the Agreement (and not limited to the work pursuant to Task Orders).

(g) “Security Investigation” means a criminal history and background investigation in accordance with the requirements set forth herein. The City reserves the right to modify the scope of requisite investigations upon provision of reasonable notice to Contractor.

2. Citywide Information Security Policy

All Persons, who may have access to any Confidential Information or City Information Assets, in the course of carrying out their responsibilities or job function must comply with the Citywide Information Security Policies and Standards (“Policies and Standards”) established by DoITT as it may be modified from time to time, which are available on Cityshare at (http://cityshare.nycnet/infosec) and will also be provided upon request.
3. **DoITT User Responsibility Policy**

Contractor shall require that all Persons in Contractor’s or subcontractors’ organizations who may have access to any City Information Assets in the course of performing work pursuant to the Agreement will be provided a copy of DoITT’s “User Responsibility Policy” (“URP”); and shall be required to sign the acknowledgement of same, prior to performing work. Contractor shall provide a signed copy of the URP for each such Person to the DoITT Liaison within fifteen (15) calendar days after a Person is assigned to a Project.

4. **Security Investigation**

(a) The City may, prior to or during the course of a Project, request that Contractor require a Person, or Persons, associated with a Project to undergo a Security Investigation before being granted access, or continued access, to Facilities, Confidential Information or City Information Assets.

(b) If Security Investigations are requested or required by the City prior to the commencement of a Project, Contractor is required to submit the results of the Security Investigation for each Person that it proposes to assign to perform services on the Project sufficiently in advance to ensure that all security clearance procedures are complete without delaying Contractor’s work performance. The City shall not be liable for payments or damages of any kind if Contractor’s work is delayed or Contractor is required to assign different individuals on account of the City’s reasonable delay or refusal to grant an individual a security clearance under the Agreement.

(c) Contractor shall assume, without any reimbursement by the City, all costs incurred in connection with the investigations.

(d) Where an emergency or other circumstance occurs which renders immediate compliance impractical, the City may, in its sole judgment, defer a Person’s compliance and grant temporary access, pending the results of the Security Investigation. Such deferment shall not be construed as a waiver of the City’s right subsequently to require that a Security Investigation be performed.

(e) The City reserves the right, in its sole discretion, to refuse access to City Facilities, Confidential Information or City Information Assets: (i) to any individual who refuses to comply with the security or non-disclosure procedures required by the City; or (ii) where the City determines (in its sole discretion) that the individual may present a risk to its security interests.
5. **Compliance with Other Security Policies and Procedures**

Contractor shall require that all Persons working on the Project comply with all applicable facility, data processing and other security policies and procedures of the City in effect for the duration of the Project, including but not limited to Internet usage, office equipment usage and timekeeping procedures. This may include being required to sign in and out and enter time worked into a timekeeping system provided by the City.

6. **Notification of Termination, Reassignment or Cessation of Access**

Contractor shall promptly notify the DoITT Liaison assigned to the Project, in writing, when any Person previously engaged by Contractor to gain access to any City Facilities, Confidential Information or City Information Assets is no longer authorized by Contractor to do so, and Contractor shall take reasonable efforts to prevent any such Person from accessing the City’s facilities, information systems, or data from the point in time that such individual’s authorization ceases.

7. **Non-Disclosure Agreement**

If required by this Agreement or otherwise reasonably requested by the City, Contractor shall require its officers, agents, employees and subcontractors who either work in direct support of this program or who may reasonably be anticipated to unintentionally receive Confidential Information to execute a Non-Disclosure Agreement in an appropriate form.

8. **Contractor-Provided Equipment**

Contractor shall ensure that any products, services and other deliverables it provides to the City are compliant with the Policies and Standards.

9. **No Introduction of Viruses**

Contractor shall use industry standards to ensure that it does not introduce viruses or other form of malicious code to City systems.

10. **Cooperation with Accreditation**

Contractor shall cooperate with and facilitate the successful completion of any security accreditation tasks and processes relevant to the services and/or deliverables it provides.
11. **Contractor’s Policies**

Upon request, Contractor shall, provide a copy of its information security policies strictly relevant to this Agreement.

12. **City Audit(s)**

The City reserves the right to audit the IT infrastructure and information security controls and processes of Contractor and to perform relevant tests to ensure that it is compliant with the Policies and Standards. Contractor will permit the City to perform an IT audit, including an audit of physical security of any of Contractor’s premises applicable to the services provided pursuant to this Agreement and will cooperate and furnish all requested materials in a timely manner, provided that any such audits shall not interfere with Contractor’s operations, shall not be performed unless accompanied by an authorized representative of Contractor and shall not include access to any information or facilities relating to or utilized to provide service to other customers of Contractor.

13. **Independent Review(s)/Audit(s)**

Upon request, Contractor shall provide evidence of an independent IT security review or audit commensurate with the security requirements of the project within a time agreed upon by the City and Contractor. The scope of the review/audit and the time by which Contractor must provide evidence of the review/audit shall be determined by mutual agreement of the City and Contractor.

14. **Suggestions**

Contractor shall surface issues, suggest options, and make recommendations to the City with regard to the Policies and Standards where appropriate.

15. **Liaison**

Within one (1) week after the Effective Date, Contractor shall identify and provide contact information for the Person who has been assigned overall responsibility for information security within its Project.

16. **No Exporting of Confidential Data Outside United States**

Contractor may not export Confidential Information outside the United States (even for transit purposes) except with the express written permission of the Commissioner of DoITT and then only for the Confidential Data specified in that permission.
17. **Remote Access Methods**

Contractor must obtain written permission from DoITT for each method of remote access it wishes to use to access City Information Assets.

18. **What to Do in Case of a Breach**

Should Contractor learn or suspect that there has been a breach of its obligations under this Attachment, it shall immediately notify its DoITT liaison via email and the DoITT Service Desk via telephone at (212) 692-4357. Contractor shall then cooperate fully in any government investigation (by the City or other government entity) into any such possible breach.

19. **Material Breach**

Violations of any part of this Attachment or any of the Policies and Standards shall constitute a material breach of this Agreement.

[END OF ATTACHMENT SCY]
APPENDIX A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services)
<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
<th>Target/SLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate of Response to Service Requests</td>
<td>% of Service Requests for which resumes are submitted</td>
<td>75% or higher</td>
</tr>
<tr>
<td>Candidate Availability after Resume Submission</td>
<td>% of instances where candidates remain available for selection for at least 10 days from the submission of the candidate’s resume</td>
<td>90% or higher</td>
</tr>
<tr>
<td>Candidate Availability for Interviews</td>
<td>% of instances where all candidates are available for interviews with the Requesting Agency for all of the interview dates specified in the Service Request</td>
<td>90% or higher</td>
</tr>
<tr>
<td>Onboarding Timeliness</td>
<td>% of instances where the successful candidate is on board by the date agreed upon in the Task Order</td>
<td>95% or higher</td>
</tr>
<tr>
<td>Resume Turnaround Time for Replacements</td>
<td>Number of days from a replacement request to receipt of resumes</td>
<td>2 business days</td>
</tr>
<tr>
<td>Attrition Rate</td>
<td>% of resource turnover due to unplanned situations</td>
<td>5% or lower</td>
</tr>
<tr>
<td>Performance Removal</td>
<td>% of resource turnover due to inadequate performance</td>
<td>3% or lower</td>
</tr>
<tr>
<td>Overall Satisfaction</td>
<td>Survey results provided by PM at the conclusion of an assignment</td>
<td>90% satisfied</td>
</tr>
</tbody>
</table>
ATTACHMENT A – PROPOSAL COVER LETTER

RFP TITLE: CITYWIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS CONSULTING SERVICES

PIN #: 85816P0002

Proposer:
Name: ____________________________________________
Address: ____________________________________________
_____________________________________________________

Tax Identification #: __________________________

Proposer’s Contact Person:
Name: ____________________________________________
Title: ____________________________________________
Telephone #: __________________________
E-mail: ____________________________________________

Proposer’s Authorized Representative:
Name: ____________________________________________
Title: ____________________________________________
Signature: ____________________________________________
Date: ____________________________________________

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

☐ Yes  ☐ No
ATTACHMENT B – ACKNOWLEDGEMENT OF ADDENDA

PIN #:85816P0002

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

Part I: Check here if applicable: ______
Listed below are the dates of issue for each addendum received concerning this RFP:

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____
Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____
Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____
Addendum # 7, dated: ____/____/____ Addendum # 8, dated: ____/____/____
Addendum # 9, dated: ____/____/____ Addendum # 10, dated: ____/____/____
Addendum # 11, dated: ____/____/____ Addendum # 12, dated: ____/____/____

Part II: Check here if applicable: ______
No addendum was received in connection with this RFP

Company Name: ________________________________

Authorized Representative:

Name: ________________________________
Title: ________________________________
Signature: ________________________________
Date: ________________________________
ATTACHMENT C – PRICE PROPOSAL FORM

PIN #:85816P0002

Complete and submit the Schedule of Prices, which is provided with this RFP as a Microsoft Excel spreadsheet.
ATTACHMENT C - PRICE PROPOSAL FORM

ITCS Price Proposal Format: Propose maximum Hourly Wage Rates for all labor categories, and a standard maximum Personnel Markup. The proposed rates should be applicable to the entire intended contract term. If you envision increasing any of the offered rates during the term of the contract, please attach a sheet with your proposed rates and schedule of rate increases for each labor category. See Appendix C of the RFP for a description of the labor categories.

<table>
<thead>
<tr>
<th>#</th>
<th>Labor Category</th>
<th>Minimum # of Years Experience</th>
<th>Proposed Maximum Hourly Wage Rate</th>
<th>Proposed Maximum Hourly Bill Rate(*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager I</td>
<td>Two (2)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Project Manager II</td>
<td>Four (4)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Project Manager III</td>
<td>Eight (8)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Analyst I</td>
<td>Two (2)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Analyst II</td>
<td>Four (4)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>Analyst III</td>
<td>Eight (8)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Programmer I</td>
<td>Two (2)</td>
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<tr>
<td>8</td>
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<td>Four (4)</td>
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<tr>
<td>9</td>
<td>Programmer III</td>
<td>Eight (8)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>10</td>
<td>Technician I</td>
<td>Two (2)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Technician II</td>
<td>Four (4)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>Technician III</td>
<td>Eight (8)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>Specialist I</td>
<td>Four (4)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Specialist II</td>
<td>Eight (8)</td>
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<td>$0.00</td>
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<tr>
<td>15</td>
<td>Specialist III</td>
<td>Twelve (12)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(*) The maximum Hourly Bill Rates specified are to be inclusive of all costs and expenses. Contractor will not be reimbursed for any travel time, including commuting between various City sites during the course of an assignment.

Company Name: ______________________________________  Authorized Contact Name (Print): ______________________________

Company Address: ______________________________________  Authorized Contact Signature: ______________________________

EIN/ TIN: ______________________________________________  Telephone No.: _______________________________
ATTACHMENT D – WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

PIN #:85816P0002

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 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.
VENDOR NAME: _______________   PIN: 85816P0002

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.
PROPOSER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[Please Check One]

PROPOSER’S CERTIFICATION

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

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

Dated: _________, New York
________, 20 __

________________________________________
SIGNATURE

________________________________________
PRINTED NAME
TITLE

Sworn to before me this
_____ day of_____, 20___

________________________________________
Notary Public

Dated:
ATTACHMENT F – SUB-CONTRACTING COMPLIANCE NOTICE

PIN #:85816P0002

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](http://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](mailto:pip@fisa.nyc.gov).

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

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

Contractor hereby agrees to these provisions.
ATTACHMENT G – DOING BUSINESS DATA FORM

PIN #:85816P0002
What is the purpose of this Data Form?
To collect accurate, up-to-date identification information about entities that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of these entities and mandates the creation of a Doing Business Database to allow the City to enforce the law. The information requested in this Data Form must be provided, regardless of whether the entity or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this Data Form?
The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this Data Form is completed. Most transactions valued at more than $5,000 are considered business dealings and require completion of the Data Form. Exceptions include transactions awarded on an emergency basis or by publicly advertised, non-pre-qualified competitive sealed bid. Other types of transactions that are considered business dealings include real property and land use actions with the City.

What entities will be included in the Doing Business Database?
Entities that hold $100,000 or more in grants, contracts for goods or services, franchises or concessions ($500,000 or more for construction contracts), along with entities that hold any economic development agreements or pension fund investment contracts, are considered to be doing business with the City for the purposes of LL 34 and will be included in the Doing Business Database. Because all of the business that an entity does or proposes to do with the City will be added together, the Data Form must be completed for all covered transactions even if an entity does not currently do enough business with the City to be listed in the Database.

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

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?
Although the Doing Business Data Form and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the Data Form requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the Data Form be completed?
A joint venture that does not yet exist must submit Data Forms from each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.
Will the information on this Data Form be available to the public?

The names and titles of the officers, owners and senior managers reported on the Data Form will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

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

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

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

Yes. An entity is required to submit a Doing Business Data Form each time it proposes on or enters a transaction considered business dealings with the City. However, the Data Form has both a No Change option, which only requires an entity to report its EIN and sign the last page, and a Change option, which allows an entity to only fill in applicable information that has changed since the previous completion of the Data Form. No entity should have to fill out the entire Data Form more than once.

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

Any person who believes that s/he should not be listed may apply for removal from the Database by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the entity, or the entity no longer being in business. Entities may also update their database information by submitting an update form. Both of these forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

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

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

For information on other transaction types, contact the Doing Business Accountability Project.

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

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

The Data Form is to be returned to the contracting agency.

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

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

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

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

Section 1: Entity Information

Entity Name: ____________________________________________________________

Entity EIN/TIN: ________________________________________________________

Entity Filing Status (select one):

[ ] Entity has never completed a Doing Business Data Form. Fill out the entire form.

[ ] Change from previous Data Form dated _____________. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.

[ ] No Change from previous Data Form dated _____________. Skip to the bottom of the last page.

Entity is a Non-Profit: [ ] Yes [ ] No

Entity Type: [ ] Corporation (any type) [ ] Joint Venture [ ] LLC [ ] Partnership (any type)

[ ] Sole Proprietor [ ] Other (specify): ____________________________________________

Address: __________________________________________________________________

City: _____________________________ State: _________ Zip: _______________________ 

Phone: ___________________________ Fax: ___________________________

E-mail: ____________________________________________________________________

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.
Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: _____________________________________________________________

Employer (if not employed by entity): _________________________________________

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

Home Address: ____________________________________________________________

This person replaced former CEO: ___________________________ on date: ______________

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: _____________________________________________________________

Employer (if not employed by entity): _________________________________________

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

Home Address: ____________________________________________________________

This person replaced former CFO: ___________________________ on date: ______________

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: _____________________________________________________________

Employer (if not employed by entity): _________________________________________

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

Home Address: ____________________________________________________________

This person replaced former COO: ___________________________ on date: ______________

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: ___________________________  MI: ____  Last: ___________________________

Office Title: ____________________________

Employer (if not employed by entity): ________________________________

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

Home Address: __________________________

First Name: ___________________________  MI: ____  Last: ___________________________

Office Title: ____________________________

Employer (if not employed by entity): ________________________________

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

Home Address: __________________________

First Name: ___________________________  MI: ____  Last: ___________________________

Office Title: ____________________________

Employer (if not employed by entity): ________________________________

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

Home Address: __________________________

Remove the following previously-reported Principal Owners:

Name: _______________________________  Removal Date: __________________________
Name: _______________________________  Removal Date: __________________________
Name: _______________________________  Removal Date: __________________________

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 4: Senior Managers

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

Senior Managers:

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: __________________________

Employer (if not employed by entity): _____________________________________________

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

Home Address: ________________________________________________________________

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: __________________________

Employer (if not employed by entity): _____________________________________________

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

Home Address: ________________________________________________________________

First Name: ___________________________ MI: _____ Last: ___________________________

Office Title: __________________________

Employer (if not employed by entity): _____________________________________________

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

Home Address: ________________________________________________________________

Remove the following previously-reported Senior Managers:

Name: ___________________________ Removal Date: _______________

Name: ___________________________ Removal Date: _______________

Certification

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

Name: ___________________________

Signature: ___________________________ Date: _______________

Entity Name: ___________________________

Title: ___________________________ Work Phone #: ___________________________

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

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
**HIRING AND EMPLOYMENT RIDER:**

**HIRENYC AND REPORTING REQUIREMENTS**

**Introduction**

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

**HireNYC Requirements**

A. Enrollment

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

B. Job Posting Requirements

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

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,
and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

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

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

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

C. Breach and Liquidated Damages

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

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

Audit Compliance

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

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

Construction Requirements

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

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

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

Federal Hiring Requirements

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

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.
ATTACHMENT I - PAID SICK LEAVE RIDER

PIN #:85816P0002

Paid Sick Leave Law
Rider 20151013.pdf
PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

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

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

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

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

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

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

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

1 Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.
be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

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

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

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

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

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

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

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

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

Retaliation Prohibited

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

Notice of Rights

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

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

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

Enforcement and Penalties

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

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

More Generous Policies and Other Legal Requirements

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