



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET
NEW YORK, NY 10007

MARK LEVINE
COMPTROLLER

REQUEST FOR QUOTES
CARPET CLEANING FOR 1 CENTRE STREET (LABOR AND SERVICES)
(PIN# 01526ADM75317)

AUTHORIZED COMPTROLLER CONTACT PERSON

Vendors are advised that the Authorized Comptroller Contact Person for all matters concerning this Request for Quotes ("RFQ") is:

Name: Elma Dogani

E-mail Address: opportunity@comptroller.nyc.gov

SECTION I. TIMETABLE

A. RFQ Release Date: Friday, January 23, 2026

B. RFQ Questions and Changes

All questions and requests for additional information concerning this RFQ should be directed to the Authorized Comptroller Contact Person listed above. Vendors should submit questions by no later than 12:00P.M (EST) on Friday, January 30, 2026. Any changes made to this RFQ shall be communicated to vendors in the form of a written addendum.

C. Due Date and Time for RFQ Responses: Tuesday, February 3, 2026, by 2:00 P.M. (EST) Responses received after the Due Date and Time set forth above are late and will not be accepted. Note that the Comptroller's Office reserves the right to postpone or cancel this RFQ, in whole or in part, and to reject all responses.

D. Method of Submission for RFQ Responses

Responses to this RFQ shall be submitted ***by e-mail*** to opportunity@comptroller.nyc.gov. Submissions by any method other than e-mail will not be accepted. Note that vendors will not be reimbursed for any costs incurred to prepare responses to this RFQ.

SECTION II. RFQ SUMMARY

A. RFQ Background and Purpose

Pursuant to section 3-08 (c)(1)(iv) of the New York City (“City”) Procurement Policy Board (“PPB”) Rules, the New York City Office of the Comptroller (the “Comptroller’s Office” or “Comptroller”), Bureau of Administration is seeking responses from contractors to provide Carpet Cleaning Services at the David Dinkins Municipal Building in Manhattan (“Workspace”), as set forth in the attached RFQ Worksheet (Attachment A).

This procurement opportunity, which is more fully described in Section III of this RFQ (“Scope of Work/Description of Services”) is limited to businesses certified as a minority- or women-owned business enterprises (“M/WBEs”) pursuant to Section 1304 of the New York City Charter. Any responses from a non-City-certified M/WBE or any quotation offered in excess of \$1,500,000 will not be considered.

B. Anticipated Contract Term

It is anticipated that the contract resulting from this RFQ will be for a period of up to 2 years with two 2-year renewals: for a total contract term of 6 years, commencing upon the selected vendor’s receipt of a written Notice to Proceed or “NTP” in the form of a purchase order from the Comptroller’s Office. The anticipated start date for this contract is May 1, 2026.

C. Anticipated Available Funding

Funding will be based on the total amount indicated in the selected vendor’s completed RFQ Worksheet. However, under no circumstances can the total value of the resulting contract, inclusive of the initial term and any and all amendments, change orders and/or overruns for extra work, renewals and extensions, exceed \$1,500,000.

D. Anticipated Payment Structure

It is anticipated that the agreement resulting from this RFQ, if any, will be a fixed-price contract based on the fixed unit costs set forth in the selected vendor’s completed RFQ Worksheet. Payment shall be made upon completion of assigned cleaning services set forth in Section III of this RFQ.

E. Minimum Qualification Requirements

All bidders must demonstrate that they meet the minimum qualifications requirements set forth below for this solicitation and include a completed Attachment C (Parts 1 and 2) in their bid submissions. Bid responses that fail to comply with these requirements will be rejected as non-responsive and will not be considered for award.

1. Vendor must be a current City-certified M/WBE by the Due Date and Time set forth in Section I (C) above.
2. Bidders are required to complete Attachment C (Part 1) certifying that they meet the experience-related minimum qualifications set forth below. This completed document must be submitted with the vendor’s bid response. Additionally, the Comptroller’s Office reserves the right to request information and/or documentation relating to the minimum requirements below.

Bidders must certify as to the following:

- Bidder must demonstrate at least three (3) years satisfactory experience performing carpet cleaning within the last five (5) years.
- Bidders must demonstrate that they and their employees are fully capable of performing the work required by this solicitation in a professional manner and within the Term of the resulting agreement.
- Bidders must demonstrate that the staff they intend to assign to perform the work under the contract have had at least 6 months of experience performing similar work under the vendor responding to this solicitation.
- Bidders must demonstrate that the working supervisor they intend to assign to contract has at least two (2) years of experience in supervising the type of work identified in this solicitation.

3. Bidders must provide at least three (3) verifiable customer references using for whom they previously performed work similar to that specified in this solicitation. Required information for each reference provided is listed directly below. Bidders are required to complete Attachment C (Part 2) for each of the three (3) references and submit the completed documents with their bid response.

The following information must be provided for each reference:

- Identify the name of the organization;
- Identify a contact person for the organization (including a telephone number and/or email address); and
- Provide a summary of the work performed (including the contract period, total contract value and an indication as to whether the work has been completed or is still ongoing).

SECTION III. SCOPE OF WORK/DESCRIPTION OF SERVICES

A. RFQ Goals and Objectives

The Comptroller's Office is seeking to award a contract to a responsible contractor to provide Carpet Cleaning for 1 Centre Street (Labor and Services) at the Workspace as such services are described in Section III of this RFQ.

B. Scope of Services:

The Contractor shall provide all labor and material to perform Carpet Cleaning Services at the Comptroller's Office located at 1 Centre Street, New York, NY 10007. The Comptroller's Office is located on multiple floors of the building. Table 1 below indicates the approximate square footage for each floor occupied by the Comptroller's Office.

Table 1: Estimated Square Footage (SF)

FLOOR	SQUARE FOOTAGE
2	9,635 SF
3	400 SF
5	17,795 SF
6	22,671 SF
7	13,310 SF
8	28,200 SF
10	3,765 SF
11	21,773 SF
12*	26,411 SF
13	13,376 SF
22	9,590 SF

Total Estimated Square Footage: 166,926 SF

***Please note that 7,350 SF of the total Sf on the 12th floor is a raised floor with carpet tile. Please include a price for cleaning under the floor in addition to the carpeted tiles as stated on Attachment A RFQ Worksheet of this document.**

General Description of Work

1. Materials:

The Contractor shall:

- Use environmentally preferable products and materials that have a less or reduced effect on human health and environment when compared to other products that serve the same purpose.
- Prior to the start of work, the Contractor shall also maintain and provide Safety Data Sheets for all materials and/or Chemicals used to treat the carpet.

2. Supervision:

The Contractor shall provide at least one supervisor who must have at least (2) years of experience in supervising the work to be performed. Supervision shall be present at all times during execution of the work, and shall be thoroughly familiar with the specified requirements, materials and methods needed for execution of work. **Contractor shall meet with Facilities Director at least one (1) week prior to the start of the project to conduct a full walk through and schedule the work. Contractor will supply adequate labor to complete the work in the specified timeframes.**

The Contractor and employees must be capable of and experienced in the work to be performed. Assigned staff must have at least (6) months experience with your company.

3. Description of Work:

a. Carpet Cleaning:

- Contractor/Vendor shall inspect the carpet along with Facilities staff to review the area to be cleaned;
- Contractor/Vendor shall vacuum the entire area adequately to prep the carpet prior to applying shampoo including dry method to extract dry loose soil from carpeted area and or pre-spotting using wet method;
- Contractor shall use a double process to remove deeply embedded soil and sanitize and deodorize to remove musty odor;
- Contractor/Vendor shall ensure all stains and foreign embedded matter are adequately removed from carpet using dampened utility brush, und-dyed or white cloths, and or environmentally approved aerosol gum remover;
- Contractor/Vendor shall use environmentally approved chemicals and/or solvents to shampoo, disinfect and deodorize the carpet and treat for stains as needed;
- Contractor/Vendor shall use approved steam machines (hot water) to remove dirt from carpets;
- Contractor/Vendor shall properly extract dirty water from the carpet to ensure damp surface;
- Contractor/Vendor shall use clean water rinse to remove any remaining dirt from the carpet;
- Contractor/Vendor shall provide adequate number of dryers based on square footage (fan blowers) to dry the floor after cleaning;
- Contractor/Vendor shall ensure that all traces and dirt are removed from carpet without affecting the appearance or durability of the carpeted area cleaned;
- There are times when carpet cleaning may require elimination of carpet fleas, larvae and other insects utilizing additives;
- Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions during cleaning operations;
- If it is necessary, to place furniture and equipment on top of desks or tables or other furniture; upon completion of the work, all furniture and equipment must be returned to its original position.
- The requirement of the project would be addressed on a project basis.

a. Carpeted Raised Floor and Underfloor Cleaning

Room 1225, is a raised floor with a mixture of carpet tile and flat floor. This service will consist of underfloor cleaning and carpet cleaning, both of which will take place after normal business hours on a weekend, and can be completed on a single weekend;. The following safety requirements will be followed,

- Great care will be taken to minimize the amount of liquid introduced to floor surfaces.
- Hardware devices will not be shifted or moved to gain access to captive floor tiles.
- During the cleaning service, it may be necessary for Contractor to remove some safely accessible floor tiles, which must be resealed so as to maintain floor system structural integrity and minimize safety hazards.
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- Underfloor Cleaning:
- HEPA vacuum the raised floor surface to remove loose particulate prior to removing floor tiles.
- Lift floor tiles to provide underfloor plenum access.
- Manually remove large debris and contaminants.
- HEPA vacuum the subfloor slab to remove dust and debris.
- HEPA vacuum and wipe clean floor stringers, pedestal heads and large mechanical

components.

- Spray or wipe with disinfectant solution where necessary.
- Upon request, provide a comprehensive report highlighting conditions of the underfloor plenum.
-
- Carpet Cleaning:
- HEPA vacuum all floor surfaces, including accessible areas beneath hardware devices, to remove loose particulate.
- Safely damp mop floor surfaces.
- Scrub clean all accessible floor surfaces using low speed scrubbing machines to remove imbedded contaminants and stains.
- Use Extraction Carpet Machine as many times as needed to remove contaminants and stains.
- Use Bonnet Machine to clean traffic patterns and ground-in soil.
- Re-clean using the Extraction Carpet Machine to pull up residual moisture and soil that may have settled to the bottom of the carpet pile.

Hand scrub stains and spots, Detail touch-up on trouble areas.

4. Comptroller's Office Responsibilities:

- The Comptroller's Office will ensure that the carpet is cleared of any boxes or personal items.
- The Comptroller's Office shall provide access to space and supervision during the cleaning
- Not all stains can be effectively removed and those should be noted prior to the cleaning.
- Selected floors to be cleaned will be scheduled with the vendor

5. Work Schedule:

- All work shall be scheduled in phases, based on consecutive weekdays (Monday-Friday, between the hours of 7:00 A.M. to 8:00 P.M., excluding holidays).
- If necessary, and with prior written approval from the Comptroller's Office, work may be scheduled on Saturdays.
- The selected vendor must provide a duration schedule based on above hours, ensuring adequate labor to complete the work.
- No work is permitted on Sundays.

6. Completion:

- At the completion of work, the Contractor shall make good at its own expense, any work that is improperly finished by him or his crew prior to completion of all work.
- Upon completion of the work, all surplus materials, empty packages and debris shall be removed from the premises and left in a neat and satisfactory condition.

The Comptroller's Office will coordinate moving office furniture and computers if necessary. Freight access and loading zone information to load/unload material will be provided. However, the Comptroller's Office will not provide parking and storage space for materials.

C. Prevailing Wages:

Any work within the scope of services of this contract involving construction trades will require compliance with NYS Labor Law 220 as to the construction trade work. Any work within the scope of services of this contract involving building service occupations will require compliance with NYS Labor Law 230 as to the building services work. The provisions of the NYC Living Wage Law [Admin Code 6-109] will apply to any work within the scope of services of this contract in any of the applicable areas of employment: day care services, food services, Head Start services, homecare services, services to persons with Cerebral Palsy, building services and temporary services. When federal funding is utilized for this contract, any work involving construction trades would also be subject to the requirements of the US Davis- Bacon Act. When federal funding is utilized for this contract, any work involving service occupations may be subject to the US McNamara-O'Hara Service Contract Act.

The successful bidder will be responsible for complying with all subsequent Section 220/230 wage rates in effect during the term of the Contract, and should consider this in determining its prices. The successful bidder will be paid by the City in accordance with the prices contained in this solicitation throughout the life of the contract, regardless of changes in the Section 220 and 230 wage rates. Please refer to “Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)” within the Prevailing Wage schedule.

The Section 230 Prevailing Wage schedule for July 1, 2025 to June 30, 2026 is appended to this solicitation as Attachment D. Updated prevailing wage schedules, certified payroll report and instructions can be found on the Comptroller’s Website (<https://comptroller.nyc.gov>):

<https://comptroller.nyc.gov/wp-content/uploads/documents/BuildingServiceEmployeeSchedule-2025-2026.pdf>

https://comptroller.nyc.gov/wp-content/uploads/documents/Certified_Payroll_Report_formfillable_2019.pdf
(payroll report form and instructions).

The contractor is advised that adherence to Labor Law 220 and 230 will be strictly monitored and enforced.

D. Small Purchase Contract Specific Terms and Conditions

This RFQ and the resulting contract award, if any, shall be subject to New York City’s general contract provisions, in substantially the form that they appear in Attachment B (“ Contract Specific Terms and Conditions - Special Instructions to Vendors”).

E. Insurance Requirements

Proposers should direct their attention to Article 10 of the Small Purchase Contract Specific Terms and Conditions in Attachment B and be able to comply with the insurance requirements outlined if awarded.

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SECTION IV. FORMAT AND CONTENT FOR RESPONSES TO THIS RFQ

Instructions: In order to be considered for award, vendors responding to this solicitation should provide all of the information required by this RFQ by the due date and time set forth in Section I(C) herein. Additionally, vendors must submit their RFQ Responses using the prescribed method set forth in Section I(D) herein. At a minimum, a complete RFQ response includes the following:

- ☐ **Completed and Signed “RFQ Worksheet”** (Attachment A)
- ☐ **Completed, Signed and Notarized “MacBride Principles Provisions for New York City Contractors Rider”** (Exhibit 1 to Attachment B)
- ☐ **Completed, Signed and Notarized “Certification of Compliance with the Iran Divestment Act”** (Exhibit 2 to Attachment B)
- ☐ **Completed and Signed “Doing Business Data Form”** (Exhibit 3 to Attachment B)
- ☐ **Completed and Signed “Tax Affirmation Form”** (Exhibit 4 to Attachment B)
- ☐ **Completed and Signed “Vendor’s Minimum Qualifications Experience Certification”** (Attachment C – Part 1)
- ☐ **Completed and Signed “Contractor References Form”** (Attachment C – Part 2)
- ☐ **Completed and Signed “Substitute Form W-9 ”** (Attachment E)

Note: *Vendors should attach a pdf of each signed and completed attachment and exhibit listed above in the email transmitting their final RFQ responses to the Comptroller’s Office. The selected vendor, if any, will be required to provide the original signed versions of each attachment and exhibit to the Comptroller’s Office prior to contract execution.*

SECTION V. RFQ AWARD PROCEDURES

Contract award, if any, will be made to a responsible vendor whose RFQ response satisfies each Minimum Qualification Requirement set forth in Section II(E) of this solicitation and whose response, including the Total Price Quote set forth in PART B of the RFQ Worksheet (Attachment A), is determined to be the most advantageous to the City.

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ATTACHMENT A
RFQ Worksheet

Instructions: Vendors responding to this RFQ ***must*** submit a fully completed and signed Attachment A (PARTS A and B) as a PDF attachment to the email containing the vendor's complete RFQ Response. Only RFQ Responses that include an attached PDF copy of a signed and fully completed Attachment A will be considered.

PART A. VENDOR INFORMATION	
Submitting Vendor Name:	EIN:
Vendor Address:	
Telephone No.:	E-mail:
Name of Duly Authorized Representative:	
Title of Duly Authorized Representative:	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature of Duly Authorized Representative</i> </div> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature Date</i> </div> </div>	

PART B. PRICE QUOTE			
Item Description	Approx. Square Footage (SF)	Unit price/footage	Extended Price (Unit Price x Approx. SF)
Labor and Material to Perform Carpet Cleaning Services	159,576 SF		\$
Labor and Material to Perform Raised Floor Carpet Cleaning and Underfloor Cleaning Services (Floor 12)	7,350 SF		\$
TOTAL PRICE QUOTE			\$

Please note that quote shall be inclusive of all items as described in the scope of services including prevailing wage, supplemental benefits, transportation, tools, other associated overhead and profit.

Attachment B

CONTRACT SPECIFIC TERMS AND CONDITIONS (SERVICES) -
SPECIAL INSTRUCTIONS TO VENDORS

Attachment B
CONTRACT SPECIFIC TERMS AND CONDITIONS (SERVICES) -
SPECIAL INSTRUCTIONS TO VENDORS

ARTICLE 1 - GENERAL

These terms and conditions constitute a binding agreement between the successful Vendor and the New York City Comptroller's Office. All RFQ Responses provided by the successful Vendor are subject to the following terms and conditions unless modified in the solicitation or in this Contract.

ARTICLE 2 - DEFINITIONS

Section 2.01 Definitions.

The following definitions shall apply to this Contract:

- A. "Acceptance" by the Comptroller's Office means a written acknowledgement that the goods furnished and delivered and/or services related thereto meet Contract requirements.
- B. "Administrative Code" means the New York City Administrative Code.
- C. "Agency Chief Contracting Officer" or "ACCO" means the position delegated authority by the Comptroller to organize and supervise the procurement activity of subordinate Comptroller's Office staff.
- D. "Vendor" means the person, firm, company, or other entity who submits a response to the solicitation for the provision of Services to the City. The term "Vendor" also refers to a person, firm, company, or other entity awarded this Contract resulting from the solicitation.
- E. "City" means the City of New York, acting by and through the Comptroller's Office.
- F. "Comptroller" means the Comptroller of the City of New York.
- G. "Comptroller's Office" means the City agency that is conducting the solicitation and will enter into this Contract on behalf of the City.
- H. "Contract" includes the RFQ, instructions to Vendors, the RFQ Response, including schedule of quantities and prices, drawings and specifications, together with the purchase order or other contract documents, this "Contract Specific Terms and Conditions (Services) Special Instructions to Vendors" and any change orders or modifications.
- I. "Procurement Policy Board" or "PPB" means the board established pursuant to Section 311 of the New York City Charter ("City Charter") whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.
- J. "PPB Rules" means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), Section 1-01 et seq.
- K. "RFQ" means a Request for Quotes, which is the solicitation for the identified contracting opportunity.
- L. "RFQ Response" means a response submitted by a Vendor to the solicitation.
- M. "Services" are the subject matter of this Contract and shall include, but are not limited to, any labor, time, superintendence, management, administration; obtaining any and all permits, certifications and licenses and insurance as may be necessary and required to complete the Services; or other effort by a Vendor necessary for performance of the Contract, and shall include the furnishing of any parts, equipment, rigging, materials and incidentals required to perform the Services.
- N. "State" means the State of New York.
- O. "Vendor" means the person, firm, company, or other entity who submits a response to the solicitation for the furnishing and delivery of goods and/or the provision of services related thereto to the Comptroller's Office. The

term “Vendor” also refers to a person, firm, company, or other entity awarded this Contract resulting from the solicitation.

ARTICLE 3 – RFQ RESPONSE SUBMISSION

Section 3.01 Late RFQ Responses

Any RFQ Response received after the time and date set for receipt of responses is late and may be rejected in its entirety at the Comptroller’s sole discretion.

Section 3.02 Pricing

The Vendor shall insert unit price and extension against each item listed in Attachment A to the RFQ (“RFQ Worksheet”) In case of a discrepancy, the unit price shall govern. RFQ Responses must be typewritten or written legibly in blue or black ink. Any erasure(s) or alteration(s) to Vendor-provided information shall be initialed by the signer in ink, or the RFQ Response may be rejected in its entirety.

Section 3.03 Award

This Contract will be awarded to a responsible Vendor who satisfies each Minimum Qualification Requirement set forth in the RFQ and whose overall RFQ Response, including the total price quote set forth in the Attachment A to the RFQ is determined to be the most advantageous to the City.

Section 3.04 Non-Conforming RFQ Responses

An RFQ Response that does not conform to the requirements in the solicitation may not be accepted by the Comptroller’s Office or considered for award.

Section 3.05 Discount

Trade discounts will be a factor in determining the award. Cash discounts will not be a factor in determining awards but may be considered in tie bids.

Section 3.06 Item and Class Awards

Items may be combined and awarded as a group to achieve a savings in ultimate cost by reducing the number of orders to be issued. When classes are indicated, the Vendor must respond to every item in the class. A Vendor desiring to indicate “no charge” on an item in a class must so indicate; otherwise the response for the class will be construed as incomplete.

ARTICLE 4 – PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 4.01 Payment

The Comptroller’s Office will make every effort to pay invoices for Services that are satisfactorily performed within thirty (30) days after receipt of a proper invoice in accordance with the prompt payment provisions of the PPB Rules. Any cash discounts or claims by or on behalf of the Comptroller’s Office against the Vendor may be deducted by the Comptroller’s Office from any money due to the Vendor.

Section 4.02 Electronic Funds Transfer.

This Section 4.02 (Electronic Funds Transfer) is applicable if this Contract is for more than \$25,000.

- A. In accordance with Section 6-107.1 of the Administrative Code, the Vendor agrees to accept payments under this Contract from the Comptroller’s Office 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 Contract, the Vendor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the City or at <http://www.nyc.gov/dof> in order to provide the Commissioner of the Department of Finance with information necessary for the Vendor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Vendor shall constitute full satisfaction by the Comptroller’s Office for the amount of the payment under this Contract. The account information supplied by the Vendor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

- B. The Comptroller may waive the application of the requirements herein to payments on contracts entered into pursuant to Section 315 of the City 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 herein for payments in the following circumstances: (1) for individuals or classes of individuals for whom compliance imposes a hardship; (2) for classifications or types of checks; or (3) in other circumstances as may be necessary in the interest of the City and the Comptroller’s Office.

Section 4.03 Records

The Vendor agrees to maintain separate and accurate books, records, documents and other evidence (“books and records”), and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. The Vendor agrees to retain all books and records, relevant to this Contract, including those required pursuant to the foregoing sentence for six (6) years after the final payment or expiration or termination of this Contract, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning this Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.

Section 4.04 Audit

This Contract and all books and records required to be maintained or retained pursuant to this Contract, including all vouchers or invoices presented for payment and the books and records upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (A) the City, including the Comptroller and the applicable Office of the Inspector General, if any (B) the State, (C) the federal government, and (D) other persons duly authorized by the City or Comptroller’s Office. The Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Comptroller’s Office and by the Comptroller in the exercise of his or her powers under law.

ARTICLE 5 - VENDOR REPRESENTATIONS

The Vendor represents and warrants the following:

Section 5.01 Procurement of Contract

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

B. For any breach or violation of the representations and warranties set forth in Section 5.01(A) above, the Comptroller shall have the right to annul this Contract without liability, entitling the Comptroller's Office to recover all monies paid to the Vendor; and the Vendor shall not make claims for, or be entitled to recover, any sum or sums due under this Contract. The rights and remedies of the Comptroller's Office provided in this Section 5.01 (Procurement of Contract) are not exclusive and are in addition to all other rights and remedies allowed by law or under this Contract.

Section 5.02 Conflict of Interest

- A. The Vendor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Contract. The Vendor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Vendor in the performance of this Contract.
- B. Consistent with Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Contract. This Section 5.02(B) shall not prevent directors, officers, members, partners, or employees of the Vendor from participating in decisions relating to this Contract where their sole personal interest is in the Vendor.
- C. The Vendor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Vendor if such employment or service would violate Chapter 68 of the City Charter.

ARTICLE 6 - INDEMNIFICATION

The Vendor shall indemnify the City and the Comptroller's Office as follows:

Section 6.01 General Indemnification

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

Section 6.02 Infringement

The Vendor shall defend, indemnify and hold the City and the Comptroller's harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City or the Comptroller's Office may be subject to or which it may suffer or incur allegedly arising out of any infringement of any patent, copyright, trade secrets, trademark or any other property or personal right of any third party by the Vendor and/or its subcontractors in the performance of this Contract. The Vendor shall defend, indemnify and hold the City and the Comptroller's Office harmless regardless of whether or not the alleged infringement arises out of compliance with the Contract specifications and/or scope of services. Insofar as the facts or law relating to any

claim would preclude the City or the Comptroller's Office from being completely indemnified by the Vendor, the City and the Comptroller's Office shall be partially indemnified by the Vendor to the fullest extent permitted by law.

Section 6.03 Withholding of Payment

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

ARTICLE 7 - COMPLIANCE WITH LAWS

Section 7.01 Compliance with Laws

The Vendor shall comply with all local, state and federal laws, rules and regulations applicable to the provision of Services required by this Contract.

Section 7.02 PPB Rules

This Contract is subject to the provisions of the PPB Rules. In the event of a conflict between the PPB Rules and a provision of the IFB or Contract, the PPB Rules shall take precedence.

Section 7.03 EEO and Non-Discrimination

This Contract is subject to all applicable provisions of federal, State and local laws and rules and regulations promulgated pursuant thereto, relating to equal employment and non-discrimination, including but not limited to, the following, as applicable:

- A. As required by Section 6-123 of the Administrative Code, the Vendor shall not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Administrative Code. The Vendor shall include a provision in any contract with a first-level subcontractor performing Services under this Contract for an amount in excess of \$50,000 that such subcontractor shall not engage in any such unlawful discriminatory practice.
- B. If this Contract is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Vendor agrees to comply with Section 220-e, subdivisions (a) through (e), of the New York Labor Law.
- C. If this Contract is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Vendor agrees, as required by Section 6-108 of the Administrative Code, that:
 - (1) It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engage in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
 - (2) It shall be unlawful for any person or any servant, agent or employee of any person, described in paragraph (1) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- D. If this Contract is funded in whole or in part by federal or State funds, the Vendor shall meet the standards and applicable legal requirements relating to equal opportunity and non-discrimination of the funding source.

Section 7.04 International Boycott

This Section 7.04 (International Boycott) is applicable if this Contract is for more than \$5,000.

- A. The Vendor agrees that neither the Vendor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix Section 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Vendor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Contract.
- C. The Vendor shall comply in all respects with the provisions of Section 6-114 of the Administrative Code and the rules issued by the City thereunder.

Section 7.05 MacBride Principles

This Section 8.05 (MacBride Principles) is applicable if this Contract resulting from this RFQ is for more than \$10,000. It does not apply if the Vendor is a not-for-profit corporation. If this Section 8.05 is applicable to this Contract, the MacBride Principles Provisions for New York City Contractors Rider is attached hereto and made a part hereof as **Exhibit 1**.

Section 7.06 Iran Divestment Act

This Section 8.06 (Iran Divestment Act) is applicable if this Contract resulting from this RFQ is for more than \$5,000. If this Section 8.06 is applicable to this RFQ and Contract, the Iran Divestment Act Compliance Rider and Vendor's Certification are attached hereto and made a part hereof as **Exhibit 2**.

Section 7.07 Paid Sick Leave Law

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. Vendor may be required to provide sick time pursuant to the PSLL codified at Title 20, Chapter 8 of the Administrative Code.

Section 7.08 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, the RFQ and the resulting Contract, a completed Doing Business Data Form is attached hereto and made a part hereof as **Exhibit 3**.

Section 7.09 Tax Affirmation

A completed, signed and notarized Tax Affirmation Form is attached hereto and made a part hereof as **Exhibit 4**.

Section 7.10 PASSPort/VENDEX

Contract award, if any, shall be subject to the selected Vendor's submission of the requisite PASSPort/VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation.

Section 7.11 Whistleblower Protection Expansion Act

- A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,
 - 1. 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 (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
2. 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 this Section 7.11, 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: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 3. Contractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - a. 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
 - b. the rights and remedies afforded to its employees under Admin. Code §§ 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.
 4. For the purposes of this Section 7.11, "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.
 5. This Section 7.11 is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, Contractor shall include this Section 7.11 in all subcontracts with a value in excess of \$100,000.
- B. Section 7.11 is not applicable to this Contract if it is valued at \$100,000 or less. Sections 7.11(A)(1), (2), (4), and (5) are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Section 7.11(A)(3) 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.

ARTICLE 8 - CHOICE OF LAW; FORUM

This Contract shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Vendor, and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable. The Vendor agrees that any and all claims asserted by or against the City or the Comptroller's Office arising under or related to this Contract shall be solely heard or determined either in the federal or State courts located in the City and County of New York.

ARTICLE 9 - SPECIAL PROVISIONS

Special provisions to this Contract shall include the following:

Section 9.01 Force Majeure

In the event the Vendor cannot comply with the terms of this Contract (including any failure by the Vendor to make progress in the performance of the Services) because of a Force Majeure Event, then the Vendor may ask the Comptroller to excuse the nonperformance and/or terminate the Contract without cause; such a determination shall be in the reasonable discretion of the Comptroller. In the event of termination hereunder, the City and the Comptroller's obligations shall be as provided in subsection A of Section 9.18 (Termination), for termination without cause. For purposes of this Agreement, a "Force Majeure Event" is an act or event beyond the control and without any fault or negligence of the Vendor, and includes, but is not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Vendor.

Section 9.02 Proprietary Rights

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

Section 9.03 Confidential Information

A.

- (1) The Vendor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Vendor under this Contract. The Vendor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Comptroller's Office. The Vendor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Vendor uses to preserve the confidentiality of its own confidential information. The Vendor shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information, and will instruct its officers, employees, and agents to maintain confidentiality as required by this Contract. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Section 9.03(B) below, the Vendor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data.
- (2) The obligation under this Section 9.03(A) to hold reports, information or data confidential shall not apply where the Comptroller's Office would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Vendor provides advance notice to the Comptroller's Office, in writing or by e-mail, that it intends to disclose such reports, information or data and the Comptroller's Office does not inform the Vendor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

- B. The Vendor shall provide notice to the Comptroller's Office within three (3) days of the discovery by the Vendor of any breach of security, as defined in Administrative Code Section 10-501(b), of any data, encrypted or otherwise, in use by the Vendor that contains social security numbers or other personal identifying

information as defined in Administrative Code Section 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Vendor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Vendor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Comptroller’s Office of such steps. In the event of such security breach, without limiting any other right of the City or the Comptroller’s Office, the Vendor shall be liable for, and the City and the Comptroller’s Office shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover, the costs of (1) notifications and/or other actions mandated by any law, or administrative or judicial order, to address the breach, (2) any fines or disallowances imposed by the State or federal government as a result of such disclosure, (3) credit monitoring services for the victims of such a security breach by a national credit reporting agency, and (4) any other commercially reasonable preventive measure.

- C. At the Comptroller’s request, the Vendor shall return to the Comptroller’s Office any and all confidential information in the possession of the Vendor or its subcontractors.

Section 9.04 Information Security Policy

During the Term of this Contract, Contractor agrees to comply with all applicable New York Citywide information security policies and standards established by the Comptroller’s Office as well as those published by the City of New York’s Department of Information Technology and Telecommunications at <http://www.nyc.gov/infosec> regarding the purchase of information technology services, including the requirement that the Contractor cooperate with and ensure the successful completion of any security accreditation tasks and processes relevant to the goods or services it provides. Contractor shall be responsible for all costs relating to compliance with all such Comptroller-implemented and New York Citywide policies and standards.

Section 9.05 Publicity

The Contractor, and its officers, employees, and agents shall notify the Comptroller’s Office, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, internet, etc.) regarding the purchase, delivery and provision of the items set forth in Attachment A to the RFQ or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances.

Section 9.06 Independent Contractor

Vendor and the Comptroller’s Office agree that the Vendor is an independent contractor, and not an employee of the Comptroller’s Office or the City.

Section 9.07. Personnel

- A. General. All persons who are employed by the Vendor and all consultants or independent contractors who are retained by the Vendor to perform Services under this Contract are neither employees of the City nor under contract with the City. The Vendor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Contract.
- B. Security Regulations. The employees, servants and agents of the Contractor shall comply with the security regulations applicable to the City premises to which the Contractor has access pursuant to this Agreement. Such Security Regulations shall be determined at the Comptroller’s sole discretion.
- C. Work Rules. The employees, servants and agents of the Contractor shall observe the rules governing the conduct of City employees in the workplace while its employees, and/or agents are working at City premises. Such Work Rules shall be determined at the Comptroller’s sole discretion.

Section 9.08 Subcontracting

- A. The Vendor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Contract without submitting a written request for and obtaining the prior approval by the Comptroller's Office of the subcontractor. Upon the Comptroller's Office's request, the Vendor shall provide a copy of the proposed subcontract and information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with this Contract. If required, the proposed subcontractor's PASSPort Disclosures (formerly VENDEX Questionnaire(s)) must be submitted within thirty (30) days after the ACCO has granted preliminary approval of the proposed subcontractor.
- B. All subcontracts must be in writing and shall contain provisions specifying that (1) the work performed by the subcontractor must be in accordance with the terms of the contract between the Comptroller's Office and the Vendor; (2) nothing contained in the contract between the Vendor and the subcontractor shall impair the rights of the Comptroller's Office or City; and (3) nothing in the contract between the Vendor and the subcontractor, or under the contract between the Comptroller's Office and the Vendor, shall create any contractual relation between the subcontractor and the Comptroller's Office or City.
- C. The Vendor agrees that it is as fully responsible to the Comptroller's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.
- D. The Comptroller's Office may revoke in writing the approval of a subcontractor granted under this Section 9.08 (Subcontracting) if revocation is deemed to be in the interest of the City.

Section 9.10 Assignments

No assignment of this Contract shall be valid without the prior, written consent of the ACCO, or his or her designee.

Section 9.11 Sales and Other Taxes

Unless this Contract indicates otherwise, the City, including the Comptroller's Office, is exempt from the payment of any sales, excise or federal transportation taxes. The price offered must be exclusive of taxes and will be so construed. The purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

Section 9.12 Claims and Actions

- A. Any claim against the City or the Comptroller's Office based on this Contract or arising out of this Contract that is not subject to dispute resolution under the PPB Rules or this Contract shall not be made or asserted in any legal proceeding, unless the Vendor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Contract.
- B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Contract, or within six (6) months of the termination or expiration of this Contract, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 9.13 General Release

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

Section 9.14 Notice

The Vendor and the Comptroller's Office hereby designate the business address specified in this Contract as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed.

Section 9.15 Investigations Clause

- A. The Vendor shall comply with the following: The Vendor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted RFQ Response, bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
 2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- B.
1. The Comptroller whose office is a party in interest to the transaction, RFQ Response submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
 2. If any non-governmental party to the hearing requests an adjournment, the Comptroller, as the head of the office that convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (E) below without the City or the Comptroller's Office incurring any penalty or damages for delay or otherwise.
- C. The penalties that may attach after a final determination by the Comptroller may include but shall not exceed:
1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
 2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City or the Comptroller's Office incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Comptroller's Office.
- D. The Comptroller shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (E)(1) and (E)(2) below. He or she may also consider, if relevant and appropriate,

the criteria established in paragraphs (E)(3) and (E)(4) below, in addition to any other information that may be relevant and appropriate:

1. the party's good faith efforts or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Comptroller's Office.
 4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph (D) above, provided that the party or entity has given actual notice to the Comptroller or Comptroller's Office upon the acquisition of the interest, or at the hearing called for in paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- E. The following definitions shall apply to this Section 9.15 (Investigations Clause):
1. The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 2. The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.
 4. The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.
- F. In addition to and notwithstanding any other provision of this Contract, the Comptroller may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event the Vendor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Contract by the Vendor, or affecting the performance of this Contract.

Section 9.16 Dispute Resolution

All disputes between the Comptroller's Office and the Vendor that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of the section 4-09 of the PPB Rules. The procedure for resolving all such disputes set forth in section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this Section 9.16 (Dispute Resolution) and section 4-09 of the PPB Rules shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the State courts) relating to proprietary rights in computer software.

Section 9.17 Severability

If any provision of this Contract is held unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect.

Section 9.18 Termination

- A. Upon ten (10) days' prior written notice to the Vendor, the Comptroller's Office may terminate or suspend this Contract, in whole or in part, without cause where the Comptroller's Office deems it to be in the interest of the Comptroller's Office. If the Comptroller's Office terminates this Contract without cause, the Comptroller's Office shall not incur or pay any further obligation pursuant to this Contract beyond the termination date, but will pay the Vendor for the satisfactory provision of goods and/or services related thereto in accordance with this Contract prior to the termination date. Under no circumstances will the Comptroller's Office pay the Vendor for anticipatory or lost profits.
- B. Upon ten (10) days' prior written notice to the Vendor or such shorter notice as the ACCO may determine, the Comptroller's Office may terminate or suspend this Contract, in whole or in part, for cause upon (i) a breach by the Vendor of a material term or condition of this Contract, including unsatisfactory performance, or (ii) insolvency or the commencement of any proceeding by or against the Vendor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Vendor for the benefit of creditors. The notice of termination for cause shall state the grounds for termination. Termination will not be effective if the ACCO determines that the grounds for termination have been fully cured by the Vendor prior to the end of the ten (10) day period or any shorter period as determined by the ACCO.

Section 9.19 Modification

Changes may only be made to this Contract as duly authorized by the Comptroller's Office. If the Vendor deviates from the requirements of this Contract without a duly approved written change order or written contract modification or amendment, the Vendor does so at its own risk.

Section 9.20 Waiver

Waiver by the Comptroller's Office of a breach of any provision of this Contract shall not be deemed a waiver of any other breach and shall not be construed to be a modification of this Contract unless and until the same shall be agreed to in writing by the Comptroller's Office.

Section 9.21 Participation by Minority-Owned and Women-Owned Business Enterprises (M/WBE)

This RFQ and the resulting contract, if any, does not contain any M/WBE or Locally Based Enterprises ("LBE") participation goals.

ARTICLE 10 – INSURANCE

Section 10.01 General

The Vendor shall procure and maintain the following insurance coverage unless otherwise indicated in the IFB. The Vendor shall not commence performing Services under this Contract unless and until all insurance required by this Article 10 (Insurance) is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article 10 throughout the term of the Contract. Wherever this Article 10 requires that insurance coverage be "at least as broad" as a specified Insurance Services Office ("ISO") form, there is no obligation that the form itself be used, provided that the Vendor can demonstrate that the alternative form or endorsement contained in its policy provides coverage as least as broad as the specified form.

Section 10.02 Coverage and Limits.

Types of coverage and limits:

- A. Commercial General Liability Insurance. The Vendor shall maintain Commercial General Liability Insurance covering the Vendor as Named Insured and the City as an Additional Insured in the amount of at least \$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 Contract. Coverage under this insurance shall be at least as broad as that provided by the most recently issued ISO Form CG 0001, and shall be “occurrence” based rather than “claims-made.” Such Commercial General Liability Insurance shall name the City and the Comptroller’s Office, 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 or ISO Form CG 20 26. If the Services require a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the Vendor shall provide Commercial General Liability Insurance with the limits of at least those required by 1 RCNY Section 101-08.

- B. Professional Liability Insurance. If professional services are provided pursuant to this Contract, the Vendor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of professional services to be provided under this Contract in the amount of at least \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Vendor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Vendor or anyone employed by the Vendor. All subcontractors of the Vendor providing such professional services shall also maintain such insurance in the amount of at least \$1,000,000 per claim, and the Vendor shall provide to the Comptroller’s Office at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Comptroller’s Office. 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 Vendor 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.
- C. Commercial Automobile Liability Insurance. If vehicles are used in the provision of Services under this Contract, then the Vendor shall maintain Commercial Automobile Liability insurance in the amount of at least \$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 Contract. Coverage shall be at least as broad as the most recently issued ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Commercial 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.
- D. Workers’ Compensation, Employer’s Liability and Disability Benefits Insurance. The Vendor shall maintain, and ensure that each subcontractor maintains, Workers’ Compensation Insurance, Employer’s Liability Insurance and Disability Benefits Insurance in accordance with the applicable laws of the State on behalf of, or with regard to, all employees providing Services under this Contract. Acceptable proof of the foregoing insurance include (a) C-105.2 Certificate of Worker’s Compensation Insurance, (b) U-26.3 State Insurance Fund Certificate of Workers’ Compensation Insurance, (c) Request for WC/DB Exemption (Form CE-200), (d) equivalent or successor forms used by the New York State Workers’ Compensation Board; or (e) other proof acceptable to the Comptroller’s Office.

Section 10.03 General Requirements

All required insurance policies shall (1) be maintained with companies that may lawfully issue the required policy, (2) 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, and (3) be primary (and noncontributing) to any insurance or self-insurance maintained by the City. The Vendor shall be solely responsible for 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 Comptroller’s Office or the City is an insured under the policy.

Section 10.04 Proof of Insurance

For each required insurance policy, except as provided in Section 10.02(C) above, the Vendor shall submit one or more Certificate of Insurance on forms acceptable to the Comptroller’s Office. All such Certificates of Insurance shall

certify (1) the issuance and effectiveness of such policies, each with the specified minimum limits, (2) for the insurance secured pursuant to Section 10.02(C) above that the City is an Additional Insured thereunder, and (3) the company code issued to the insurance company by the National Association of Insurance Commissioners. All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and either a duly executed “New York City Certification by Insurance Broker or Agent” in the form attached hereto as **Exhibit 5** and made a part hereof or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. The Vendor shall provide the City with a copy of any policy required under this Article 10 (Insurance) upon the demand for such policy by the Comptroller’s Office or the City Law Department.

Section 10.05 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 10 (Insurance), the Vendor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Vendor may not have coverage under such policy (for example, where one of Vendor’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.” The Vendor 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 Vendor fails to comply with the requirements of this Section 10.05(A), the Vendor 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 Vendor waives all rights against the Comptroller’s Office and City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article 10 (Insurance) (whether or not such insurance is actually procured, or claims are paid thereunder) or any other insurance applicable to the operations of the Vendor and/or its subcontractors in the performance of this Contract.
- C. In the event the Vendor requires any subcontractor to procure insurance with regard to any operations under this Contract and requires such subcontractor to name the Vendor as an additional insured under such insurance, the Vendor shall ensure that such entity also name the Comptroller’s Office and 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.

Exhibit 1

MacBride Principles Provisions for New York City Contractors Rider

ARTICLE I: NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 31 3(b)(2) of the City Charter.

In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

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

PART B

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

1. “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II: ENFORCEMENT OF ARTICLE I

The Contractor agrees that the covenants and representations in Article I above are material conditions to this Agreement. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this Agreement for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the contracting entity of completing performance of this Agreement either itself or by engaging another contractor or contractors. In the case of a requirements contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this Agreement, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this Agreement or by operation of law.

Dated: ___, New York
 ___, 20

 SIGNATURE

 PRINTED NAME

 TITLE

Sworn to before me this
 ___ day of ___, 20

 Notary Public

Dated:

Exhibit 2

Iran Divestment Act Compliance Rider and Vendor's Certification

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 vendor/bidder/proposer submits the following certification:

[Please Check One]

VENDOR'S CERTIFICATION

- ☐ By submission of this bid/proposal/quote, each vendor/bidder/proposer and each person signing on behalf of any vendor/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 vendor/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 vendor/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

Exhibit 3
Doing Business Data Form

What is the purpose of the Doing Business Data Form (DBDF)?

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

Why have I received this DBDF?

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 DBDF is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the Doing Business Data Form. Exceptions include transactions awarded on an emergency basis or by "conventional" competitive sealed bid (i.e. bids that do not use a prequalified list or "Best Value" selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

What individuals will be included in the Doing Business Database?

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

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

NEW FOR 2018: As of January 2018, the DBDF must report organizations, as well as individuals, that own 10% or more of the entity. A DBDF with such a certification, filed as a full (never filed before) or as a change form, must be submitted before an entity can then file a DBDF that indicates no changes since the previous form. Contact DBA at 212-788-8104 or at doingbusiness@mocs.nyc.gov to inquire if DBA has received such a form.

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

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

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

Will the personal information on the DBDF be available to the public?

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

I provided some of this information in PASSPort; do I have to provide it again?

Yes. Although a Doing Business Data Form and PASSPort request some of the same information, they serve entirely different purposes. In addition, the DBDF requests information concerning senior managers, which is not in PASSPort.

What organizations will be included in the Doing Business Database?

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

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

Yes. All organizations are required to return this DBDF 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 Data Form must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

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

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

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

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

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

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

When an organization stops doing business with the City, the people associated with it are removed from the Database automatically. However, any person who believes that s/he should not be listed may apply for removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the organization. Organizations may also update their database information by submitting an update form. Removal Request and Update forms are available online <https://www1.nyc.gov/site/mocs/resources/forms.page> or by calling 212-788-8104.

What are the 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 DBDF is to be returned to the City office that issued it.

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

Doing Business Data Form

To be completed by the City agency prior to distribution

Agency NYC Comptroller

Transaction ID _____

Check One

☒ Proposal ☐ Award

Transaction Type (check one)

☐ Concession ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract ☒ Contract

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

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

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

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

(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 _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

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

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must 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 or organizations that are no longer owners at the bottom of this section. 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 ☐ The entity is an individual ☐ No individual or organization owns 10% or more of the entity

Other (explain) _____

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

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

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 _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two 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 _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

Exhibit 4
Tax Affirmation Form

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

Full name of Proposer or Vendor *[below]*

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- ☐ A - Individual or Sole Proprietorships
* SOCIAL SECURITY NUMBER _____
- ☐ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER _____
- ☐ C - Corporation
EMPLOYER IDENTIFICATION NUMBER _____

By _____
Signature

If a corporation place seal here

Title

Must be signed by an officer or duly authorized representative.

- * Under the Federal Privacy Act, the furnishing of Social Security numbers by Vendors or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a Vendor's/proposer's disqualification. Social Security numbers will be used to identify Vendors, proposers, or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

Exhibit 5

City of New York

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)
) ss.:
 County of)

Sworn to before me this _____ day of _____ 20____

NOTARY PUBLIC FOR THE STATE OF _____

ATTACHMENT C
BIDDER MINIMUM QUALIFICATIONS
(PART 1 - CERTIFICATION AND EXPERIENCE)

Bidder Name: _____

Name of Bidder's Authorized Representative: _____

Instructions: The bidder must check and initial each certifying statement below and include the completed document in its bid submission.

Bidder certifies that:

- ☐ It has at least three (3) years satisfactory experience performing carpet cleaning services within the last five (5) years. ***Initials:*** _____
- ☐ It and its employees are fully capable of performing the work required by this solicitation in a professional manner and with the Term of the resulting agreement. ***Initials:*** _____
- ☐ It and the staff it intends to assign to perform the work under the contract have had at least 6 months of experience performing similar work under the bidder. ***Initials:*** _____
- ☐ It has a working supervisor it intends to assign to the contract has at least two (2) years of experience in supervising the type of work identified in this solicitation. ***Initials:*** _____

ATTACHMENT C
BIDDER MINIMUM QUALIFICATIONS
(PART 2 - REFERENCES)

Customer Reference # _____
(Attach Additional Sheets as Necessary)

Bidder Name: _____

Customer's Business Name: _____

Address of Customer:

Customer Contact Name: _____

Customer Contact Title: _____

Customer Contact Telephone #: _____

Customer Contact E-Mail: _____

Contract Period: _____

Work Performed:

ATTACHMENT D
PREVAILING WAGE SCHEDULE

The Prevailing Wage Schedule, effective July 1, 2025 through June 30, 2026 can be downloaded from the Comptroller's Website.

<https://comptroller.nyc.gov/wp-content/uploads/documents/BuildingServiceEmployeeSchedule-2025-2026.pdf>

ATTACHMENT E
SUBSTITUTE W-9

Please refer to separate attachment for fillable form.