THE CITY OF NEW YORK OFFICE OF THE COMPTROLLER
1 CENTRE STREET
NEW YORK, N.Y. 10007-2341

Brad Lander
COMPTROLLER

REQUEST FOR QUOTES

FOR THE

PURCHASE OF PREMIER SUPPORT AND EXTENDED WARRANTY OF LENOVO THINKPAD T14 NOTEBOOKS

PIN: 01525BIST72768

AUTHORIZED COMPTROLLER CONTACT PERSON

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

Name: Jessica Duan
E-mail Address: opportunity@comptroller.nyc.gov

SECTION I. TIMETABLE

A. RFQ Release Date: Thursday, March 6, 2025

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 2:00 P.M. (EST) on Wednesday, March 12, 2025. 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: Friday, March 14, 2025 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 Information Systems and Technology ("BIST"), is seeking responses from responsible Lenovo Group Limited ("Lenovo") **authorized resellers** for the purchase of extended warranty of Lenovo ThinkPad T14 Notebooks, as set forth in the attached RFQ Worksheet (Attachment A), to the David Dinkins Municipal Building located at 1 Centre Street, New York, NY 10007.

This procurement opportunity, which is more fully described in Section III ("Statement of Work/Description of Goods") 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 two (2) years commencing upon the selected Vendor's receipt of a written Notice to Proceed or "NTP" from the Comptroller's Office.

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 line-item, fixed-price contract based on the fixed unit costs set forth in the selected Vendor's completed RFQ Worksheet.

E. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFQ. Responses that fail to meet all of these requirements will ***not*** be considered for award.

1. Vendor must be certified by Lenovo as an authorized reseller of all line items set forth in the RFQ Worksheet (note that the Comptroller's Office will validate the "authorized reseller" status of every vendor responding to this RFQ with Lenovo directly prior to award); and
2. Vendor must be a current City-certified M/WBE.

SECTION III. STATEMENT OF WORK/DESCRIPTION OF GOODS

A. RFQ Goals and Objectives

The Comptroller's Office is seeking to award a contract to a responsible Lenovo-authorized reseller for the purchase of extended warranty of Lenovo ThinkPad T14 Notebooks, as set forth in the RFQ Worksheet (Attachment A).

B. Assumptions Regarding Contractor Approach

During the Term, the selected Vendor will be responsible for complying with the following procedures and requirements relating to the purchase and delivery of the goods set forth in the RFQ Worksheet (Attachment A), including placing the order for the full quantity of laptops upon receipt of the Notice to Proceed.

Unless otherwise indicated by the Comptroller's Office in writing, the selected Vendor will be required to deliver all items set forth in Attachment A to the Office of the Comptroller, located in the David Dinkins Municipal Building, 1 Centre Street, New York, NY 10007.

C. 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 ("Small Purchase Contract Specific Terms and Conditions - Special Instructions to Vendors").

In addition to the general contract provisions set forth in Attachment B, the selected Vendor will be responsible for ensuring that the warranties required by this RFQ and the resulting contract have been guaranteed by the manufacturer. Additionally, the selected Vendor will be responsible for ensuring that any on-site support included in the purchased warranties and requested by the Comptroller's Office is fulfilled by the manufacturer and that the manufacturer maintains appropriate insurance covering those employees performing any work for the Comptroller's Office within the David Dinkins Municipal Building, 1 Centre Street, New York, NY 10007.

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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 A to Attachment B)
- ☐ **Completed, Signed and Notarized "Certification of Compliance with the Iran Divestment Act"** (Exhibit B to Attachment B)
- ☐ **Completed and Signed "Doing Business Data Form" (**Exhibit C to Attachment B)
- ☐ **Completed and Signed "Tax Affirmation Form"** (Exhibit D to Attachment B)

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 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.

Note: Vendors are advised that the Lenovo contact for detailed pricing information for this contracting opportunity is Laura Shannon, lshannon@lenovo.com.

PART A. VENDOR INFORMATION	
Submitting Vendor Name:	**EIN:**
Vendor Address:	
Telephone No.:	**E-mail:**
Name of Duly Authorized Representative:	
Title of Duly Authorized Representative:	
_____ *Signature of Duly Authorized Representative*	_____ *Signature Date*

Directions: Please enter the "Unit Price" and "Extended Price (Qty. x Unit Price) and the "Total Price" of both items.

PART B. PRICE QUOTE				
Description	**Part Number**	**Qty.**	**Unit Price**	**Extended Price (Qty. x Unit Price)**
2Y Premier Support Post Warranty	5WS0U59599	**89**		
			Total Price	

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

ARTICLE 1 – GENERAL

These terms and conditions constitute a binding agreement between the successful Vendor and the 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. "Bidder" means the person, firm, company, or other entity who submits a quote/bid in response to the solicitation for the furnishing and delivery of goods and/or the provision of services related thereto to the City. The term "Bidder" 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 this document and all terms and conditions herein, the RFQ, instructions to vendors, the RFQ response and schedule of quantities and prices, drawings and specifications, together with the purchase order or other contract documents, and any change orders or modifications.
I. "Procurement Policy Board" or "PPB" means the board established pursuant to City Charter Section 311 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. "State" means the State of New York.
N. "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

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 3.01 "Or Equal" Bidding

When a standard or equal is specified, Vendor may offer an article that it certifies to be equal and must submit proof, with its RFQ Response, that the article is equal in quality, performance and other essentials required to furnish the bid standard. If Vendor fails to name a substitute, it will be required to furnish the bid standard. The Comptroller's Office shall determine, in its sole discretion, whether the RFQ Response standard has been met.

Section 3.02 Pricing

Vendor shall insert unit price and extension against each item. 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 Bid may be rejected in its entirety.

Section 3.03 Samples

If the solicitation indicates that sample(s) and/or drawing(s) of any item are required of the Vendor, for inspection and/or testing to ensure compliance with the specifications of the solicitation, a written request shall be submitted by the Comptroller's Office and the Vendor shall submit the sample(s) and/or drawing(s) free of charge to the attention of the Comptroller's Office, as specified in the written request. When sample(s) and/or drawing(s) are no longer required, the Vendor shall remove them at the Vendor's expense. Sample(s) and/or drawing(s) not removed within thirty (30) days after written notice to do so shall be deemed abandoned by the Vendor and the Comptroller's Office shall have the right to dispose of them as its own property. The Comptroller's Office will not be responsible for the destruction of or damage to a sample(s) and/or drawing(s) during examination.

Section 3.04 New and Unused Goods

Unless otherwise stated in writing by the Comptroller's Office, deliveries must consist only of new and unused goods.

Section 3.05 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 RFQ Worksheet (Attachment A to the RFQ), is determined to the most advantageous to the City.

Section 3.06 Non-Conforming RFQ Responses

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

Section 3.07 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 – DELIVERY AND INSPECTION

Delivery and inspection shall include:

Section 4.01 F.O.B. Delivery Point
All prices bid must be F.O.B. delivery point, unloaded, inside and assembled, unless otherwise specified by the Comptroller's Office.

Section 4.02 Foreign Goods
If offering foreign goods, the Vendor must mark it as such and provide the country of origin.

Section 4.03 Labels
The original, unmutilated label or marking of the manufacturer must be securely affixed to all goods that are customarily labeled or identified.

Section 4.04 Containers and Reels
Delivery containers and reels become the property of the Comptroller's Office unless otherwise specified. If it is specified that delivery containers and reels will not become the property of the Comptroller's Office, they shall be immediately removed after delivery and disposed of in accordance with all applicable laws, rules and regulations by the Vendor at no cost to the Comptroller's Office. Delivery containers and reels not removed within fourteen (14) days by the Vendor after written notice from the Comptroller's Office is sent shall be deemed abandoned and the Comptroller's Office shall have the right to dispose of the property at the Vendor's expense.

Section 4.05 Delivery
A. Delivery shall be made between 8:00 A.M. and 4:00 P.M., Monday through Friday, or as otherwise indicated by the Comptroller's Office in writing. Deliveries scheduled on a holiday shall instead be made on the following business day. If the equipment purchased under this proposal is delivered by any method other than USPS, FedEx or UPS, the Comptroller's Office must be notified at least 48 hours in advance that delivery is expected, and must include description of truck, license plate, driver name and cell phone number.
B. Delivery time shall be computed in calendar days from the later of the printed date that the purchase order was accepted into the City's Financial Management System or that indicated as the mailing date, or as otherwise provided in this Contract.

Section 4.06 Delivery Delay
A. If the Vendor cannot make delivery by the due date because of any fault of the Comptroller's Office, it shall notify the ACCO in writing before the due date and the ACCO may grant the Vendor an extension of time.
B. If the delayed delivery is occasioned through no fault of the Comptroller's Office or the Vendor, the Vendor shall notify the ACCO in writing before the due date and the ACCO may grant the Vendor an extension of time; or the ACCO may, in his or her discretion, obtain the items elsewhere without liability to the Comptroller's Office or to the Vendor.

Section 4.07 Inspection
The Comptroller's Office shall have the right to inspect the goods at the delivery point and/or at any other place it may select. Inspection shall in no way be deemed a waiver by the Comptroller's Office of any right to later reject, revoke acceptance or recover damages for goods accepted which are not in fact free from defects, or a waiver of the Vendor's obligation to deliver conforming goods. The Comptroller's Office reserves the right to inspect the premises where the goods are manufactured, prepared or stored.

Section 4.08 Risk of Loss
Title and risk of loss shall not pass from the Vendor to the Comptroller's Office until the goods have been received at the delivery point and accepted by the Comptroller's Office. The Vendor bears the risk of loss of all goods until inspected and accepted. If acceptance is revoked, the Vendor bears the risk of loss thereafter.

Section 4.09 Rejected Goods
The following goods will not be accepted by the Comptroller's Office:

A. **Non-Conforming Goods:** The Comptroller's Office may revoke acceptance of or reject any goods which, upon examination, are found not to meet the specification requirements. Upon written notification of rejection from the Comptroller's Office, non-conforming goods shall be removed immediately by the Vendor and replaced with conforming goods at no cost or expense to the Comptroller's Office. The Comptroller's Office shall have the right to dispose of rejected goods left longer than thirty (30) days after written notification of rejection is sent, at no cost or liability to the Comptroller's Office, and the Vendor shall have no right of action for damages or any right to an accounting therefor.
B. **Foodstuffs and Drugs:** No written notice of rejection needs to be given for rejection of foodstuffs and drugs by the Comptroller's Office. Unless otherwise directed, the Vendor, on oral notice from the Comptroller's Office, shall immediately remove and replace rejected foodstuffs and drugs, at no cost or expense to the Comptroller's Office. The Comptroller's Office may, in its sole discretion, immediately dispose of rejected foodstuffs and drugs as its own property.
C. **Life and Health Hazards:** Any food, drug, or other commodity found by the Comptroller's Office to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it has been examined by the appropriate governmental authority. If condemned, the commodity shall be disposed of as provided by law, at no cost or expense to the Comptroller's Office and entirely at the Vendor's expense.

Section 4.10 Non-Delivery or Rejection
If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Comptroller's Office may obtain the goods from other sources under the buy-against procedure set forth herein.

ARTICLE 5 – PAYMENT AND ELECTRONIC FUNDS TRANSFER

The Comptroller's Office will make every effort to pay invoices within thirty (30) days after receipt of proper invoice in accordance with the prompt payment provisions of the PPB Rules and after acceptance of the goods. 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 5.01 Buy Against Procedure
In the event the Vendor fails to perform in accordance with this Contract and there is a continued need for the goods, the Comptroller's Office may obtain the required goods from a successor Vendor. If the new purchase price to obtain the goods from other sources exceeds the Vendor's order price, the Comptroller's Office shall charge the non-performing Vendor the excess cost, the cost of reletting the order and, where applicable, liquidated damages. If the new purchase price is less than the order price, the non-performing Vendor shall have no claim to the difference in price, and the reletting cost and any applicable liquidated damages shall be charged against the non-performing Vendor. All such charges against a non-performing Vendor shall be deducted from money that is due or shall become due to the non-performing Vendor from the Comptroller's Office. In the event that there is no money due to the non-performing Vendor, the non-performing Vendor shall pay the amount of the charges to the Comptroller's Office.

Section 5.02 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 5.03 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 (i) the City, including the Comptroller and the applicable Office of the Inspector General, if any (ii) the State, (iii) the federal government, and (iv) 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.

Section 5.04 Electronic Funds Transfer
This Section 5.04 (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 Comptroller's Office may waive the requirements herein for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City and the Comptroller's Office.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants the following:

Section 6.01 Warranties and Guarantees
The Vendor shall issue or obtain all manufacturers' warranties and guarantees of all equipment and materials required by this Contract in the name of the City and/or Comptroller's Office, unless otherwise agreed by the parties, and

deliver such with the invoice.

Section 6.02 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 responses to the RFQ, 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 6.02(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 6.02 (Procurement of Contract) are not exclusive and are in addition to all other rights and remedies allowed by law or under this Contract.

Section 6.03 Conflicts 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 New York City Charter ("City Charter") Section 2604 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 6.03(B) shall not prevent directors, officers, members, partners, or employees of the Bidder from participating in decisions relating to this Contract where their sole personal interest is in the Bidder.
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 7 – INDEMNIFICATION

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

Section 7.01 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 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 7.02 Infringement
The Vendor shall defend, indemnify and hold the City and the Comptroller's Office 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 and/or 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 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 7.03 Withholding 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. The right to set-off sums shall not excuse Vendor of its obligations to comply with the terms and conditions of this Contract.

ARTICLE 8 – COMPLIANCE WITH LAWS

The Vendor shall comply with all local, state and federal laws, rules and regulations applicable to the goods furnished and delivered and/or services related thereto provided in connection with this RFQ and under the Contract.

Section 8.01 PPB Rules
This RFQ and the resulting Contract are subject to the provisions of the PPB Rules. In the event of a conflict between the PPB Rules and a provision of the RFQ or Contract, the PPB Rules shall take precedence.

Section 8.02 All Legal Provisions Deemed Included
Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 8.03 EEO and Non-Discrimination
This RFQ and resulting Contract, if any, are subject to all applicable provisions of federal, State and local laws, and rules and regulations promulgated pursuant thereto, relating to equal employment opportunity 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 supplying goods and/or services related thereto under this Contract for an amount in excess of $50,000 that such subcontractor shall not engage in any such unlawful discriminatory practice.
B. The Vendor agrees to comply with Section 220-e, subdivisions (a) through (e), of the New York Labor Law.
C. Pursuant to Section 6-108 of the Administrative Code, the Vendor agrees that:
    1. It shall be unlawful for any person engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City or the Comptroller's Office 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 8.04 International Boycott

This Section 8.04 (International Boycott) is applicable if this Contract resulting from this RFQ 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 l979, 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 l979, 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.

8.05 MacBride Principles

This Section 8.05 (MacBride Principles) is applicable if this Contract is for more than $5,000. 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 **Attachment B-1**.

Section 8.06 Iran Divestment Act

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

Section 8.07 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 and the Paid Sick Leave Law Rider which is attached hereto and a part hereof as **Attachment B-3**.

Section 8.08 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 **Attachment B-4.**

Section 8.09 Tax Affirmation

A completed, signed and notarized Tax Affirmation Form is attached hereto and made a part hereof as **Attachment B-5.**

Section 8.10 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 8.11 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 Agreement 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 8.11, 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 Agreement 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 Agreement; 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 Agreement.
    4. For the purposes of this Section 8.11, "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 8.11 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 8.11 in all subcontracts with a value in excess of $100,000.00.

B. Section 8.11 is not applicable to this Agreement if it is valued at $100,000.00 or less. Sections 8.11(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Section 8.11(A)(3) is neither applicable to this Agreement 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 9 – CHOICE OF LAW

Section 9.01 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 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 10 – SPECIAL PROVISIONS

Special Provisions to this Contract shall include the following:

Section 10.01 Modifications

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 10.02 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 10.03 Assignments

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

Section 10.04 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 bid 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 10.05 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.

Section 10.06 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 10.07 Dispute Resolution
All disputes between the City or 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 PPB Rules, Section 4-09. 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 10.07 (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 courts of New York State) relating to proprietary rights in computer software.

Section 10.08 Claims and Actions
A. Any claim against the City or 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 10.09 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, including the goods furnished and delivered hereunder and/or the provision of services related thereto, 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 10.10 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 10.11 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 10.11 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 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 Comptroller's Office, 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 Comptroller's Office, 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, submitted 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, who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (E) below without the City or 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 RFQ Responses for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City, including the Comptroller's Office; and/or
2. The cancellation or termination of any and all such existing City/Comptroller 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 City or 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, including 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 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 10.11 (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, including the Comptroller's Office, 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's 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 10.12 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 or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances.

Section 10.13 Information Security Policy.

During the Term of this Agreement, 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 10.14 Personnel.

A. 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.
B. 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.

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT
CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959

DOI CAN ALSO BE REACHED BY MAIL
OR IN PERSON AT:
New York City Department of
Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU
OR FILE A COMPLAINT ON-LINE AT:
www.nyc.gov/doi

All communications are confidential

Or scan the QR Code above
to make a complaint

THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION

• Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
• **To be protected by this law,** an employee must report to DOI − or to certain other specified government officials − information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.
• Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

Attachment B-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:

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

(b) 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;

(c) ban provocative religious or political emblems from the workplace;

(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
(g) 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;
(h) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
(i) 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:

Attachment B-2

IRAN DIVESTMENT ACT COMPLIANCE RIDER AND VENDOR'S CERTIFICATION

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165- a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

VENDOR'S CERTIFICATION OF COMPLIANCE

WITH IRAN DIVESTMENT ACT

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

[*Please Check One*]

☐ 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

Attachment B-3

PAID SICK LEAVE LAW RIDER

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 et seq. ("DCWP Rules").

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

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

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

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time. Employers with one hundred or more employees are required to provide 56 hours of safe

and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in

any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

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

8. payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions. Notwithstanding the above, the ESSTA does not apply to any of the following:*

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

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

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with

the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

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

Attachment B-4
DOING BUSINESS DATA FORM

[Document Immediately Follows]

Mayor's Office of Contract Services

Questions and Answers About the 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% of 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.

NYC Mayor's Office of Contract Services

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 enitity. 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.

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

Entity Information

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 ☐ This position does not exist

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

First Name _____ MI ___ Last _____ 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 ☐ This position does not exist

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

First Name _____ MI ___ Last _____ 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 ☐ This position does not exist

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

First Name _____ MI ___ Last _____ 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 _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project. **Standard Form**

Attachment B-5
TAX AFFIRMATION FORM

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

Full name of Proposer or Bidder *[below]*: _____

Address _____

City _____ **State** _____ **Zip Code** _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships
SOCIAL SECURITY NUMBER: _____

☐ B - Partnership, Joint Venture or other Unincorporated Organization EMPLOYER IDENTIFICATION NUMBER: _____

☐ C - Corporation
EMPLOYER IDENTIFICATION NUMBER: _____

By _____
Signature

_____
Title

If a corporation, place seal here:

*Must be signed by an officer or duly authorized representative.

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

Attachment B-5

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

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 _____