



NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
SERVING NEW YORK CITY YOUTH, FAMILIES, AND COMMUNITIES

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JEANNE B. MULLGRAV
Commissioner

NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

INVITATION FOR BIDS (IFB)
SCHOOL BUS TRANSPORTATION SERVICES

PIN: 260070BUSBID

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CHECKLIST FOR BID SUBMISSION

ALL PAGES IN THIS PACKAGE MUST BE RETURNED WITH YOUR BID SUBMISSION

ITEMS WHICH MUST BE COMPLETED BY BIDDER:

<u>ITEM</u>	<u>CHECK IF COMPLETED</u>
BID SHEET	<input type="checkbox"/>
BIDDER'S AFFIDAVIT	<input type="checkbox"/>
BIDDER'S AFFIRMATION	<input type="checkbox"/>
MACBRIDE PRINCIPLES RIDER	<input type="checkbox"/>
APPENDIX A: SUPPLY AND SERVICE EMPLOYMENT REPORT	<input type="checkbox"/>
APPENDIX B: MEMORANDUM OF VENDEX SUBMISSION TO MAYOR'S OFFICE OF CONTRACT SERVICES	<input type="checkbox"/>
3% BID BOND OR CERTIFIED CHECK OF TOTAL BID AMOUNT, IF APPLICABLE, AS SET FORTH IN SECTION 8.a HERETO	<input type="checkbox"/>

I. STATEMENTS AND REPRESENTATIONS OF BIDDER: THE BIDDER MAKES THE FOLLOWING STATEMENTS AND REPRESENTATIONS AS PART OF THIS BID:

1. The name, residence and place of business of the person or persons making the same.
2. The name of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated.
3. The bid is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud.
4. No Councilperson or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. The bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

II. POST-BID-OPENING REQUIREMENTS:

THE UNDERSIGNED agrees, if this bid is accepted, that it will, within two weeks of the Notice of Award, or such later time as may be specified by the Department of Youth and Community Development, in writing, furnish the following items, if and as applicable, to the Department of Youth and Community Development:

1. Employment Report pursuant to Executive Order 50, as amended, on its own behalf and on behalf of its subcontractors, if any.
2. Certificate of Insurance in compliance with Specifications of this Invitation for Bids.
3. Access to facilities for inspection of vehicles to be used under the Contract.
4. All other items requested by the Department of Youth and Community Development which the Administrator, in his sole discretion, deems to be required to determine the qualifications of the Bidder.

III. THE UNDERSIGNED agrees to proceed, when directed to do so, with the performance required by this contract in strict compliance with the terms and conditions set forth in this Invitation for Bid;

IV. THE UNDERSIGNED, in submitting this bid, expressly states and represents as set forth in Statements and Representations of Bidder;

V. THE UNDERSIGNED hereby certifies to the truth and accuracy of all figures and answers provided by the Bidder in this Invitation for Bids and authorizes the Department of Youth and Community Development to make any necessary examination of the books of account, records and vouchers of the bidder or other investigation to determine its responsibility.

BIDDER (Print)

BY: _____

(Signature of Person Authorized to sign this bid)

(Type name and title)

Attest:

(Corporate Seal)

(Secretary of Corporate Bidder)

Note: The following Affidavit must be made by the person signing the bid and must be subscribed and sworn to before a Notary Public or Commissioner of Deeds.

BIDDER'S AFFIDAVIT

AFFIDAVIT WHERE BIDDER IS A CORPORATION

State of New York, County of _____, ss: ____ - ____ - _____, being duly sworn, says, I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____
_____. I have knowledge of the several matters therein stated, any they are in all respects true.

Signature

Subscribed and sworn to before me
This _____ day of _____ 20____

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

State of New York, County of _____, ss: ____ - ____ - _____, being duly sworn, says, I am a member of _____ the firm described in and which executed the foregoing bid, I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

Signature

Subscribed and sworn to before me
This _____ day of _____ 20____

Notary Public

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

State of New York, County of _____, ss: ____ - ____ - _____, being duly sworn, says, I am the individual who executed the foregoing bid. I have knowledge of the several matters therein stated, and they are in all respects true.

Signature

Subscribed and sworn to before me
this _____ day of _____ 20____

Notary Public

BIDDER'S AFFIRMATION

The undersigned bidder affirms and declares that said 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 bidder to receive public contracts except [if None, so state]: _____

(use additional sheets if necessary).

Full name of Bidder: _____

Street Address: _____

City: _____ State: _____ Zip: _____

CHECK ONE BOX ONLY AND INCLUDE APPROPRIATE NUMBER:

- A. Proposer is an Individual or Sole Proprietorship
SOCIAL SECURITY NUMBER: ____ - ____ - ____ *

- B. Proposer is a Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER: ____ - ____ - ____

- C. Proposer is a Corporation
EMPLOYER IDENTIFICATION NUMBER: ____ - ____ - ____

If a Corporation, place corporate seal here:

BY: _____

(Signature)

(Title)

Must be signed by an officer or duly authorized representative.

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

**MACBRIDE PRINCIPLES PROVISIONS FOR
NEW YORK CITY CONTRACTORS**

ARTICLE I. MACBRIDE PRINCIPLES

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 Contractor and any individual or legal entity in which 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 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 313(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, Contractor stipulates that such contractor and any individual or legal entity in which 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 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 under represented 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 under represented 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 under represented 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 that discriminate on the basis of religion;
 - g) Develop training programs that will prepare substantial numbers of current employees from under represented 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 under represented religious groups;
 - h) Establish procedures to assess, identify and actively recruit employees from under represented 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 MACBRIDE PRINCIPLES

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare Contractor in default and/or terminate this contract 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, Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another Contractor or Contractors. In the case of a requirement contract, 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 Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of 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 contract or by operation of law.

By signing below, Contractor affirms that he abides by and agrees with the conditions set forth in this notice:

Signature

Date

**VEHICLE DRIVERS' CONSENT FORM FOR DISCLOSURE OF POST-ACCIDENT
DRUG AND ALCOHOL TEST RESULTS**

I, _____ understand that under the Omnibus Transportation
(PRINT NAME OF VEHICLE DRIVER)

Employee Testing Act of 1991, my employer _____ may
(PRINT NAME OF CONTRACTOR)

not disclose results of drug or alcohol tests performed on me in accordance with that ACT, except
as required by Law or with my consent. Therefore, I

(PRINT OF VEHICLE DRIVER)

hereby consent that _____ may disclose the results of any
(PRINT NAME OF CONTRACTOR)

post-accident drug or alcohol test, performed on me in accordance with the Omnibus Transportation

Employee act of 1990 and the contract between _____ and the
(PRINT NAME OF CONTRACTOR)

New York City Department of Youth and Community Development, to the Commissioner of the
New York City Department of Youth and Community Development or his/her designee.

Vehicle Driver

SIGNATURE OF VEHICLE DRIVER

DATE

Witnesses

SIGNATURE OF WITNESS

DATE

SIGNATURE OF WITNESS

DATE

NEW YORK CITY DEPARTMENT OF
YOUTH AND COMMUNITY DEVELOPMENT

LOCAL LAW 35, CHARTER SECTION 312(A)
CERTIFICATION

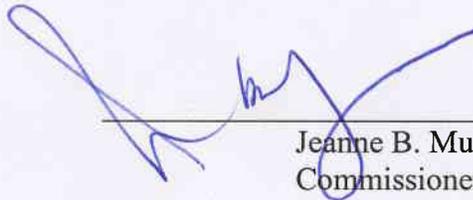
Date: March 28, 2006

Pin #: 260070BUSBID

Solicitation Name: Bus Transportation Services

The above referenced solicitation is subject to Local Law 35, Charter Section 312(a). The agency has reviewed this solicitation pursuant to the requirements of this law.

I hereby certify that any contract award resulting from this solicitation will not result in the "displacement" of any agency employee.



Jeanne B. Mullgrav
Commissioner

INFORMATION FOR BIDDERS

1. Description of Procurement

It is the intention of the New York City Department of Youth and Community Development (“DYCD”) to supply buses, of the school-bus type, to not-for-profit community-based organizations (“CBOs”) who offer educational and recreational day trips to New York City (“City”) youth.

The period of contract shall be for thirty-three (33) months from July 1, 2006 through March 31, 2009, with an option to renew for one (1) additional year, from April 1, 2009 through March 31, 2010.

2. Time and Place for Pre-Bid Conference and Receipt of Bids

a. Bidders are invited to attend the non-mandatory pre-bid conference, which will be held:

Date: April 11, 2006

Time: 11:00 AM to 1:00 PM

Place: New York City Department of Youth and Community Development
156 William Street, 2nd Floor Auditorium
New York, New York 10038

b. Sealed bids must be received by DYCD on or before the date and time set forth below:

Date: April 24, 2006

Time: 3:00 PM

Place: New York City Department of Youth and Community Development
Office of Contract Procurement
156 William Street, 2nd Floor Auditorium
New York, New York 10038

i. The completed bid must be submitted in a sealed envelope. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, bid number, and bid title. All documents requiring signature must be signed and notarized. All documents submitted must be originals, with original signatures and notarization.

ii. Sealed bids will be publicly opened and read at 3:00 PM in the 2nd Floor Auditorium on the date and place specified above.

3. Definitions

The definitions set forth in Chapter 1 Section 1-01 of the Procurement Policy Board Rules of the City of New York shall apply to this Invitation for Bids

4. Invitation For Bids and Contract Documents

Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following shall be deemed to be part of the contract and the Invitation for Bids:

1. The Notice of Advertisement for Bids
2. Information for Bidders
3. The Bid
4. The Agreement
5. The Certificate of Availability of Funds
6. The Specifications
7. All Addenda issued, if applicable, prior to the receipt of bids
8. All provisions required by law to be inserted in this contract whether actually inserted or not
9. The Notice of Award
10. Notice to Proceed with Work

For the particulars of this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, or any other special instructions, prospective bidders are to refer to the Bid Specifications section,  p 22.

5. **Agency Contact**

Any questions or correspondence relating to this bid solicitation shall be submitted **in writing** via fax, email, or correspondence **no later than April 20, 2006** to:

Name: Ava Walker, Deputy ACCO
Address: 156 William Street, 2nd Floor
New York, N.Y. 10038
Fax: 212-676-8129
Email: awalker@dycd.nyc.gov

6. **Examination of Proposed Contract**

- a. Request for Interpretation or Correction - Prospective bidders should examine the contract documents carefully before bidding. If necessary, bidders should submit a written request to the Agency Chief Contracting Officer (ACCO), as designee of the Commissioner, for an interpretation or correction of every patent ambiguity, inconsistency, or error therein which may have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the ACCO may decide to include, will be issued in writing by the ACCO as Addenda to the contract. Addenda will be sent to each person recorded as having received a copy of the original contract documents, and will also be posted at the place where the contract documents are available for the inspection of prospective bidders. Addenda shall become a part of the contract documents and shall be binding on all bidders, whether or not actual notice of such Addenda is shown.
- b. Agency Chief Contracting Officer's Interpretation or Correction is Binding - Only the written interpretation or correction as given by the ACCO shall be binding, and prospective bidders are warned that no other officer, agent, or employee of the City is authorized to give any explanation, interpretation, or information concerning the contract.

7. **Form of Bid**

- a. Each bid must be submitted on the prescribed form and must contain: a) the name, residence and place of business of the person or persons offering the bid; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;

- c) a statement to the effect that the bid is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.
- b. The bid shall be typewritten or written legibly in ink, and shall be signed in ink. Any erasure or alteration shall be initialed by the bidder in ink. Failure to conform to the requirements of this paragraph may result in rejection of the bid.

8. **Bid Security**

- a. No bid in an amount of two hundred fifty thousand dollars (\$250,000.00) and above will be received or considered which is not accompanied by a Bid Bond (in the form set forth herein) or Certified Check, made payable to the New York City Department of Youth and Community Development and issued by a surety company which is authorized to do business in the State of New York. The Bid Security shall assure the City of New York and the Agency of the adherence of the bidder to its bid and the execution of the contract, in form as annexed hereto, if its bid is accepted.
- b. The amount of the Bid Bond or Certified Check to be submitted shall be three percent (3%) of the amount of the bid contract price. The Bid Bond or Certified Check must not be enclosed in the envelope containing the bid, but must be submitted in a separate envelope upon presentation of the bid.
- c. Within ten (10) days after the opening of the bids, the Comptroller will be notified to return the deposit of all but the three lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return all the deposits of the remaining two unsuccessful bidders. Where all bids are rejected, the Comptroller will be notified to return the deposit of the three lowest bidders at the time of rejection.
- d. In the event of failure of the successful bidder to execute the contract within ten (10) days after notice of the award of the contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price of the later awarded contract. The bidder also hereby agrees to pay on demand the costs of re-soliciting the contract.
- e. Within forty-five (45) days after the execution of the contract and acceptance of Contractor's insurance, the Comptroller will be notified to return the Bid Bond or Certified Check to the successful bidder.
- f. Attorneys-in-fact whom sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

9. **Bidder's Oath**

- a. An authorized representative of Contractor must properly sign the bid. Signing the bid shall serve as written oath that the several matter stated and information furnished therein is in all aspects true.
- b. A false statement willfully or fraudulently made in connection with this bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the bidder. The bidder may also be barred from participating in future City contracts and may be subject to criminal prosecution.

10. **Site Visit**

Where the Invitation For Bids involves performance of services in or on City facilities, all bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of contract. In no event will a failure to inspect a site constitute grounds for withdrawal of a Bid after opening or for a claim after award of the contract.

11. **Irrevocability of Bid**

The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn as provided for in Sections 15 and 18, below.

12. **Acknowledgment of Amendments**

The receipt of any amendment to the contract documents shall be acknowledged by the bidder in his bid submission. Copies of amendments should be submitted with bid package.

13. **Bid Samples and Descriptive Literature**

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

14. **Proprietary Information/Trade Secrets**

The bidder shall identify those portions of the bid that it deems to be proprietary information or trade secrets, and provide justification as to why such materials should not be disclosed by the City. All materials the bidder desires to remain confidential must be clearly marked by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids, which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by submitting a written notice of intention to the office designated in Paragraph 2 above, before the time and date set for the bid opening. A telegraphic, mailgram or facsimile modification or withdrawal will not be accepted.

16. Bid Evaluation and Award

- a. In accordance with the New York City Charter, the Procurement Policy Board Rules, and the terms and conditions of this Invitation For Bids, this contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.
- b. Restrictions: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this section shall permit an award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modification

Any bid received at the place designated in the solicitation after the time and date set forth for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids

Except as provided for in Section 15 above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the contract, the Commissioner fails to fix the date for commencement of work by written notice to the awarded bidder, the bidder, at his/her option, may ask to be relieved of his/her obligation to perform the work by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Agreement.

19. Mistake in Bids

- a. Mistakes Discovered before Bid Opening
 - A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.
- b. Mistakes Discovered after Bid Opening
 - i. Mistakes Where Intended Correct Bid Is Not Evident
 - a) In accordance with General Municipal Law §103 sub d. 11, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval

of the Agency Chief Contracting Officer and Agency Counsel if the following conditions are met:

- i) The mistake is known or made known to the agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
- ii) The price bid was based on an error of such magnitude that enforcement would be unconscionable as determined in writing by the City Chief Procurement Officer, subject to the approval of the Corporation Counsel; and
- iii) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- iv) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid; which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- v) It is possible to place the agency in status quo ante.

ii. Mistakes Where Intended Correct Bid Is Evident

- a) If the mistake and the intended corrected bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- c. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this article shall be withdrawal of that bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the contract to the next lowest bidder or re-bid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.

20. **Low Tie Bids**

- a. When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
 - i) Award to a certified New York City small, minority or woman-owned business entity bidder;
 - ii) Award to a New York City bidder;
 - iii) Award to a certified New York State small, minority or women-owned business entity bidder.
 - iv) Award to a New York State bidder.
- b. If two or more bidders still remain equally eligible after application of paragraph (a) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

a. Rejection of Individual Bids: The Agency may reject a bid if:

- i) The bidder fails to furnish any of the information required pursuant to Sections 24 or 29 hereof; or if
- ii) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- iii) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- iv) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of such items, or if the imbalance is corrected pursuant to Section 19.

b. Rejection of All Bids

The ACCO may reject all bids and may elect to re-solicit by bid or any other method authorized by the Procurement Policy Board Rules.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to Chapter 2, Sections 2-07 and 2-08 of the Procurement Policy Board Rules.

The Invitation For Bids is subject to the provisions of Title 6, Chapter 1, Section 6-115 of the New York City Administrative Code.

23. Affirmative Action and Equal Employment Opportunity

The Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaire

Pursuant to Administrative Code §6-116.2 and 2-08 of the Rules of the Procurement Policy Board (9 RCNY § 2-08), bidders may be obligated to submit completed VENDEX questionnaires. Generally, if this bid will be valued at \$100,000 or more, or if this bid, when added to the sum total of all contracts, concessions and franchises the bidder has received from the City together with any subcontracts from City contractors, equals or exceeds \$100,000 over the past twelve months.

25. Complaints about Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism, or impropriety in the bid process

should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 1035, New York, New York, 212-669-2323.

26. Failure to Execute Contract

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

27. Power of Attorney

Attorneys who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond or bonds.

28. Financial Qualifications

- a. The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements, or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain bidder's responsibility and capability to perform the contract.
- b. If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Division of Labor Services

- a. In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement for doing business with the City of New York if Contractor meets all of the following conditions:
 - i) It has been identified as the lowest bidder for a supply or service contract, or its proposal for supplies or services has been accepted;
 - ii) The contract value exceeds \$50,000;
 - iii) Its firm employs 50 or more people.
- b. Suppliers, subcontractors or vendors performing on the contract who meet conditions i) and ii) also must file an ER. An ER will be sent to the low bidder under separate cover.

30. Equipment and Personnel

Bidders must have sufficient equipment and personnel to perform the services in accordance with specifications. Bidders must submit a list of subcontractors to be used, if any, and a listing of equipment to be used to perform services in the forms attached. Within two weeks of notice of award, bidder must permit access to facilities to a Department representative for inspection of vehicles to be used to perform the services.

31. **Conflicting Provisions**

If there is any conflict between the General Instructions to Bidder section or the Agreement included in this Invitation for Bids and the Specifications section, the Specifications section shall govern.

BID SPECIFICATIONS

1. CONTRACT TERM

The term of the contract shall be for thirty-three (33) months, commencing on July 1, 2006 and terminating on March 31, 2009, with an option to renew for one (1) additional year, from April 1, 2009 to March 31, 2010. The hourly rates and service levels submitted in the bid must remain constant for the term.

2. SERVICES TO BE PROVIDED

- a. DYCD intends to supply buses, of the school-bus type, to CBOs who offer educational and recreational day trips to City youth.
- b. The buses must be available on a Citywide as needed basis, Monday through Sunday.
- c. The buses must also be available to travel outside of New York City limits.
- d. The demand for bus services is separated into two (2) periods:
 - i. **Peak Period** (July 1 through September 30): Most trips will be made to, but not limited to, Rye Playland, Bear Mountain State Park, Heckscher State Park, Jones Beach, Adventureland Amusement Park, Bronx Zoo, Flushing Meadow Park, Liberty Science Center, and Splish Splash Water Park on Long Island.
 - ii. **Off-Peak Period** (October 1 through June 30).

3. ESTIMATED LEVELS OF SERVICE

All quantities listed in this bid are estimates only; usage is dependent on the needs of DYCD, and DYCD will not be bound by the quantities listed in this bid document.

- a. DYCD seeks an **average** of fifty-five (55) buses each week for the thirteen (13) weeks of the Peak Period and a total of fifty (50) buses during the Off-Peak Period. Bidders may commit to supply any number of buses per week in either Peak or Off-Peak period, but the number of buses set forth in the bid must be available on demand of DYCD. Failure to provide the number of buses for which a commitment is made could result in an adverse performance review and/or Vendex rating, which could affect the ability of the Bidder to continue to receive New York City contracts.
- b. Trip lengths will range from five (5) to twelve (12) hours. Bid prices will be based on hourly rates. Bidders must complete the price tables included in this IFB.

4. MULTIPLE AWARDS

An award to more than one bidder may be necessary to obtain the total capacity of the required services. The lowest cost responsive and responsible bidder shall be the bidder whose bid price represents the lowest hourly rate. If the number of buses supplied by that bidder is less than the total number of buses required by DYCD, then DYCD will award contracts to more than one bidder to achieve the service levels set forth in paragraph 3 above. If DYCD awards multiple contracts, it will rank the contracts by price and requisition each day's bus service as follows:

The first requisition will be made to the contractor with the lowest price, to the limit of that contractor's weekly commitment to supply buses. If the contractor's

supply is less than the number required on any day, DYCD will requisition additional buses from the contractor with the next lowest price. This process will continue with a requisition to each successive contractor until the number of buses needed (55 per week in Peak periods) has been provided.

5. SCHEDULING AND PAYMENT

- a. Bus trips will be scheduled Monday through Sunday, including school days and holidays. The trips are not expected to commence earlier than 8 A.M. Some trips will include multiple pick-ups and returns, up to a maximum of four (4) pick-ups and returns per day.
- b. The DYCD Bus Program Coordinator will schedule all trips with a dispatcher designated by the Contractor. The designated dispatcher will arrange and confirm in writing all trips with DYCD within twenty-four (24) hours of the reservation request.
- c. All new and revised reservation requests must be authorized by DYCD. DYCD will not be responsible for expenses incurred from unauthorized new or revised reservations.
- d. Payment for services will be made by DYCD within thirty (30) days of receipt of the invoice from the Contractor. Along with the invoice, the Contractor must submit a Trip Log, provided by the DYCD, showing the organization, DYCD confirmation number, pick-up address and destination, as well as the buses' odometer readings at the start and end of each leg of the trip. The starting time at the pick-up location and the arrival time at the destination must also be entered.
- e. Trips may be cancelled without charge up to twenty-four (24) hours prior to the bus trip. Cancellations after this time limit will be subject to a cancellation fee of forty-five dollars (\$45.00) per trip.
- f. All trips are limited by time according to the destination of the trip. The route of the bus trip shall be at the discretion of the Contractor, however, the route must be direct and reasonable, taking into account the shortest travel distance possible. DYCD will not pay for excess mileage charges.
- g. On each trip, the CBO utilizing the bus must complete the form provided by DYCD in order to keep a written record of each pick-up and drop-off location, and times of arrival to and departure from each pick-up and drop-off location. The form must be signed by both the CBO and bus driver at the conclusion of each trip.

6. TOLLS AND PARKING FEES

The CBO utilizing the bus is responsible for all tolls and parking fees incurred during the trip. The Contractor is responsible for all parking fees and bridge or tunnel tolls incurred prior to arrival at the initial pick-up location and after departing from the drop-off location on the return trip.

7. CONTRACTOR COSTS

The Contractor will bear all costs related to the operation and maintenance of the buses required to provide services under this bid, including the salaries of the bus drivers, all insurance, and all mechanical maintenance costs for the operation of the buses. DYCD shall

not be liable for any incidental or consequential costs related to the maintenance or operation of the buses resulting from any trip, including moving violations such as speeding tickets.

8. LABOR AND EQUIPMENT

The Contractor must provide drivers fully licensed to drive school buses. In addition, the Contractor must comply with all New York State (“State”) Department of Transportation (“DOT”) rules and regulations governing the safety and maintenance of the school buses at the time of and throughout the duration of the contract.

9. BUS OPERATOR STANDARDS

- a. All drivers employed for service under this contract are required by State Department of Motor Vehicles (“DMV”) regulations to possess a current Class 2 Operator’s License. The driver must be prepared to display his or her license for inspection upon demand of the CBO trip leader.
- b. If DYCD determines that any of the following conditions exist with regard to any driver employed by the Contractor, then the Contractor, upon written notice from DYCD, shall not again employ that driver for any part of the work performed hereunder or any part of any work the Contractor may perform for DYCD under any other contract:
 - i. The driver’s competency falls below acceptable State law and DMV regulations for the operation of a bus and the transportation of passengers.
 - ii. The driver has made an unauthorized stop or unauthorized change in an established route, for which the driver may or may not have accepted additional payment from anyone other than his employer.
 - iii. The driver has a record of careless or unsafe driving.
 - iv. The driver’s past record or present actions render him or her unsuitable for transporting children.
 - v. Any other circumstances exist which may have bearing on the health or safety of the children transported.
- c. The Contractor agrees to comply with Article 19A of the New York Vehicle and Traffic Law. The Contractor agrees to conduct background checks on all drivers working under this contract, concerning criminal records, previous employment, and driving record. The Contractor agrees to conduct any other checks and furnish any background information on drivers that DYCD may request. The Contractor also agrees to follow all DYCD direction concerning employment of drivers under this contract. Breach of this section shall be cause for termination of the contract.
- d. Drivers must be provided with accurate travel directions from bus dispatch location to trip pick-up location and from pick-up location to trip destination, in order to ensure timely pick-up and timely arrival at destination. The Contractor shall be responsible for the driver’s travel directions and timely pick-up and arrival at destination.

10. ACCIDENT REPORTS

All accidents involving buses operating under this contract shall be reported to DYCD as

soon as possible, and in no event more than twenty-four (24) hours after occurrence. In the event of an accident, the Contractor must contact the DYCD Bus Coordinator at (212) 442-6009.

11. BUS SPECIFICATIONS

- a. The yellow school buses used for the trips shall comply with current State DMV regulations and specifications, specifically 17 NYCRR Part 721. The Contractor may not use any bus that does not bear a valid Certificate of Inspection issued by the State DOT.
- b. Each bus must seat a minimum of forty (40) passengers and be equipped with safety belts for all passengers. Such safety belts shall conform to DMV requirements.
- c. Each bus must have a two-way radio dispatch communication or a cellular phone for use by the bus driver to communicate with the bus headquarters or dispatcher supervisor. An equipment inventory listing of buses to be used in fulfillment of the contract shall be submitted with the bid on the forms attached.
- d. Each bus shall carry emergency equipment including a first aid kit, roadside accident flares and/or triangles, and an all purpose fire extinguisher.
- e. In addition to the forgoing, the buses, where applicable, shall comply with all Interstate Commerce Commission and State DOT requirements.
- f. All vehicles utilized by the Contractor are required to be properly maintained and cleaned prior to each scheduled trip.

12. BUS MALFUNCTIONS

- a. In the event a bus is inoperable due to mechanical failure, the Contractor shall provide for the continuation of necessary bus service. Where the bus cannot be repaired in time to meet the necessary service schedule, a satisfactory bus shall be substituted.
- b. The Contractor shall repair and recondition all such unfit and unsatisfactory vehicles and equipment.
- c. In the event the bus cannot be repaired nor a satisfactory bus substituted within two (2) hours of the scheduled time of departure, the scheduled trip will be rescheduled for another date at no cost.

13. SAFETY REGULATIONS

- a. Violation of the following safety regulations governing the use of buses shall be sufficient cause for refusal of services and may result in termination of this contract:
 - i. The Contractor must maintain the buses and their related equipment in mechanically safe condition.
 - ii. The buses must be equipped with operating windshield wipers, horn, rear vision mirrors, turn signal lights, and headlights. All safety equipment must be kept in good working order.
- b. Rental service of buses under this contract shall comply with all other safety laws and regulations affecting the operation of the buses.

14. INSPECTIONS

- a. All buses are subject to inspection and approval by the City at any time, day, and place deemed appropriate by the City.
- b. Buses shall comply with the State Motor Vehicle laws and all local laws, ordinances, and traffic regulations and shall display proper bus registration license plates.
- c. The Contractor must maintain and repair the buses at all times so as to keep them in mechanically safe and first class condition, fit and satisfactory.
- d. All necessary servicing, greasing, and other routine maintenance must be performed by Contractor at Contractor's own expense on Contractor's own time except as otherwise provided in this contract.
- e. All maintenance, repair and reconditioning shall be done at Contractor's own expense and promptly after demand therefore.
- f. Acceptance of the vehicles after inspection does not assure their use by DYCD, nor does the filing of the insurance certificate.
- g. Where required by law, operators of motor vehicles must furnish all necessary licenses and permits. Contractors are required to have the necessary State Public Service Commission authority to operate buses for DYCD.

15. INDEMNIFICATION

The Contractor shall protect, indemnify and hold harmless the City from any and all claims, suits, actions, costs and damages to which the City may be subjected by reason of injury to person or property, or wrongful death, as may result from any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Contract.

16. INSURANCE AND SOCIAL SECURITY

- a. The Contractor must maintain Automotive Insurance, Worker's Compensation Insurance, and must include employer's liability insurance in the amount of one million dollars (\$1,000,000.00). The Contractor must also comply with the Social Security Act for each employee used in the operation of all buses used under this contract.
- b. The Contractor must submit to DYCD certification from insurance brokers or insurers to the effect that the Contractor is able to secure public liability insurance and property damage coverage for each bus trip as follows:
 - i. At least five million dollars (\$5,000,000.00) combined bodily injury and property damage, which shall be endorsed to include the Department of Youth and Community Development and The City of New York as additional insured.
 - ii. Copies of the said policies must be filed with DYCD and shall contain, by rider attached to each policy, a provision that the policy shall not be cancelled, terminated, modified, or changed by the insurance company without prior notification to DYCD. Such notification must be made in writing to DYCD a minimum of thirty (30) days prior to any cancellation, termination, modification, or change to the Contractor's insurance policies.

- iii. The Certificate of Insurance endorsed and in the amounts specified above must be submitted to DYCD prior to the effective date of the contract.

17. STICKER TAX

The Contractor must comply with City sticker tax guidelines, where applicable.

18. CONTRACT TERMINATION

- a. DYCD reserves the right to terminate this Contract if it is found to be in the best interest of the City.
- b. If the Contractor files any false or misleading invoice, report, or other document, or engages in repetitive or persistent violations of the conditions or covenants of this contract, DYCD may seek to have the Contractor declared in default. In the event DYCD shall determine the Contractor to be in default, it shall notify the Contractor that its contract is terminated. Such action by DYCD may be based upon, but not limited to, any of the following:
 - i. Failure of the Contractor to provide any portion of the services specified herein or repeated failure to provide scheduled services;
 - ii. Action by the Contractor to subcontract, encumber, assign, or transfer this contract, either in whole or in part, otherwise than as specified herein;
 - iii. Violation by the Contractor of any of the conditions or covenants of this Invitation for Bids or execution of this contract in bad faith.
 - iv. Actions by the Contractor or Contractor's employees, which could endanger the health or safety of the children transported.
- c. In the event DYCD defaults the Contractor in whole or in part as provided above and terminates this Contract in whole or in part, DYCD may procure, upon such terms and in such manner deemed appropriate, supplies or services similar to those provided by the Contractor prior to the default, and the Contractor shall be liable to DYCD and the City for any excess costs for such similar supplies or services; provided that, the Contractor shall continue the performance of this Contract to the extent not terminated hereby.
- d. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to DYCD and the City for damages sustained by DYCD and the City by virtue of Contractor's default, and DYCD may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to DYCD and the City from the Contractor is determined.

19. LIQUIDATED DAMAGES

In view of the difficulty of ascertaining the loss which DYCD or the City will suffer by reason of the following on the part of the Contractor, the following sums are hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages DYCD or the City will suffer by reason of said delay, and not by way of penalty, and such liquidated damages may be imposed in the amounts provided below upon the findings of DYCD.

- a. Two (2) times the appropriate trip rate (i.e., the hourly rate multiplied by the number of hours scheduled for the trip) per vehicle paid to the Contractor shall be deducted from

the payment due the Contractor for each failure to provide a scheduled vehicle.

- b. A vehicle that arrives more than twenty (20) minutes past the scheduled start time shall be deemed in default. However, the CBO using the vehicle may, at its discretion, make the planned use of the late vehicle, in which case it would be subject to the following terms:
 - i. One-third (1/3) of the unit bid price shall be deducted per 20 minutes for each trip where the vehicle arrives between 20 and 60 minutes beyond the scheduled period.
 - ii. One-half (1/2) of the unit bid price shall be deducted per 30 minutes for each trip where the vehicle arrives between 60 and 90 minutes beyond the scheduled period.
 - iii. Two-thirds (2/3) of the unit bid price shall be deducted per 40 minutes for each trip where the vehicle arrives 90 minutes or later beyond the scheduled period.
 - iv. Regardless of the time of arrival, a vehicle shall also be deemed in default, and one-half (1/2) of the trip rate (i.e., the hourly rate multiplied by the number of hours scheduled for the trip) shall be deducted each time a vehicle, upon inspection, is not equipped with a first aid kit and an all purpose fire extinguisher mounted in full view and easily accessible or is not appropriately clean.

20. MONTHLY REPORTS/STATEMENTS

The Contractor is required to submit monthly reports/statements to DYCD indicating the following:

- a. The number of vehicles utilized per trip in the given month
- b. The total number of trips and vehicles utilized in the given month.
- c. The names of the CBOs utilizing the vehicles and the DYCD confirmation number.
- d. The dates of the trips and amounts charged per type of trip and, if applicable, cancellation and/or reduced fee.

BUS PROGRAM Bid Sheet

NAME OF BIDDER: _____

ADDRESS: _____

EIN: _____

PEAK PERIOD: July 1, 2006 through September 30, 2006

Hours of Bus Trips (A)	Estimated Number of Required Buses per week	Cost per Bus per Hour (B)	Number of Buses available per week (C)	Total (A)x(B)x(C)
5	20	\$ _____	_____	\$ _____
8	30	\$ _____	_____	\$ _____
12	5	\$ _____	_____	\$ _____
			Sub-Total Peak Period (D)	\$ _____

OFF-PEAK PERIOD: October 1, 2006 through June 30, 2007

Hours of Bus trips (E)	Estimated Number of Required Buses per week	Cost per Bus per Hour (F)	Number of Buses available per week (G)	Total (E)x(F)x(G)
5	3	\$ _____	_____	\$ _____
8	1	\$ _____	_____	\$ _____
12	1	\$ _____	_____	\$ _____
			Sub-Total Off-Peak Period (H)	\$ _____

Total Bid Amount (Add D+H): \$ _____

TOTAL BID AMOUNT IN WORDS: _____

BUS PROGRAM Bid Sheet

NAME OF BIDDER: _____

ADDRESS: _____

EIN: _____

PEAK PERIOD: July 1, 2007 through September 30, 2007

Hours of Bus Trips (A)	Estimated Number of Required Buses per week	Cost per Bus per Hour (B)	Number of Buses available per week (C)	Total (A)x(B)x(C)
5	20	\$ _____	_____	\$ _____
8	30	\$ _____	_____	\$ _____
12	5	\$ _____	_____	\$ _____
		Sub-Total Peak Period (D)		\$ _____

OFF-PEAK PERIOD: October 1, 2007 through June 30, 2008

Hours of Bus trips (E)	Estimated Number of Required Buses per week	Cost per Bus per Hour (F)	Number of Buses available per week (G)	Total (E)x(F)x(G)
5	3	\$ _____	_____	\$ _____
8	1	\$ _____	_____	\$ _____
12	1	\$ _____	_____	\$ _____
		Sub-Total Off-Peak Period (H)		\$ _____

Total Bid Amount (Add D+H): \$ _____

TOTAL BID AMOUNT IN WORDS: _____

BUS PROGRAM Bid Sheet

NAME OF BIDDER: _____

ADDRESS: _____

EIN: _____

PEAK PERIOD: July 1, 2008 through September 30, 2008

Hours of Bus Trips (A)	Estimated Number of Required Buses per week	Cost per Bus per Hour (B)	Number of Buses available per week (C)	Total (A)x(B)x(C)
5	20	\$ _____	_____	\$ _____
8	30	\$ _____	_____	\$ _____
12	5	\$ _____	_____	\$ _____
			Sub-Total Peak Period (D)	\$ _____

OFF-PEAK PERIOD: October 1, 2008 through March 31, 2009

Hours of Bus trips (E)	Estimated Number of Required Buses per week	Cost per Bus per Hour (F)	Number of Buses available per week (G)	Total (E)x(F)x(G)
5	3	\$ _____	_____	\$ _____
8	1	\$ _____	_____	\$ _____
12	1	\$ _____	_____	\$ _____
			Sub-Total Off-Peak Period (H)	\$ _____

Total Bid Amount (Add D+H): \$ _____

TOTAL BID AMOUNT IN WORDS: _____

BUS PROGRAM

IF THE BIDDER INTENDS TO USE ANY SUBCONTRACTORS FOR PERFORMANCE OF SERVICES, THE BIDDER MUST COMPLETE THE SUBCONTRACTOR IDENTIFICATION FORM BELOW AND SUBMIT IT WITH THE BID.

IDENTIFICATION OF SUBCONTRACTORS

NAME OF BIDDER:

1. SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

FEDERAL EMPLOYER ID NO.: _____

SERVICES TO BE PROVIDED BY SUBCONTRACTOR:

2. SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

FEDERAL EMPLOYER ID NO.: _____

SERVICES TO BE PROVIDED BY SUBCONTRACTOR: _____

GENERAL PROVISIONS

WITNESSETH

Pursuant to all applicable State and Local Laws and all bylaws, resolutions, rules and regulations of the City of New York and its various departments, and in consideration of the agreements hereinafter undertaken by each of the parties hereto with the other, the parties hereto do hereby covenant and agree for themselves and for their respective successors and legal representatives as follows:

Section 1. Definitions

- a. Words used in this Contract shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, technical, specialized or foreign meanings, and definitions specifically provided elsewhere in the Contract shall apply.
- b. Wherever the following words, names or titles appear in this Contract, they shall have the following meanings:
 1. The "AGENCY" means the New York City Department of Youth and Community Development.
 2. The "BIDDER" means the offeror of a price for which a contract will be awarded.
 3. The "CITY" means the City of New York and the party of the first part of this Contract.
 4. The "COMMISSIONER" means the Commissioner of the New York City Department of Youth and Community Development, or his/her designee.
 5. The "COMMISSIONER OF FINANCE" means the Commissioner of Finance of the City of New York.
 6. "COMPLETION" means full and complete compliance with every requirement of the Contract by the Contractor as certified by the Commissioner.
 7. The "COMPTROLLER" means the Comptroller of the City of New York.
 8. The "CONTRACT" means the advertisement for furnishing and delivering services, proposal for bids, instructions to bidders, bid specifications, schedules, agreements, and the resolution of awards approved by the City which are and shall be a part of this Contract. In case of variance between the specifications, bid and Contract, if any, the specifications shall be controlling.
 9. The "Contractor" or "Contract Agency" means the entity signing this contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and

its, their, his/her successors, personal representatives, executors, administrators and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract. The term "Contractor" shall also mean the person, firm or corporation who has control or directs the operation of a motor vehicle as owner, lessee or otherwise, as defined in 17 NYCRR 720.1.

10. The "DEPARTMENT" or "DYCD" means the New York City Department of Youth and Community Development.
11. The "DRIVER" or "VEHICLE DRIVER" means any person employed by a Contractor and approved by the Commissioner or his/her designee(s) to drive or operate a bus in the performance of this Contract.
12. The "FINAL PAYMENT" means the payment or refund by the City of any monies which exhausts the amount of money made available under the Agreement or any payment marked "Final Payment."
13. "PROGRAM PARTICIPANT" means any person who receives transportation services from the Contractor or any passenger on a Contractor's bus.
14. The "RUN" means a series of authorized pick-ups or drop-offs of program participants, and shall mean the actual course followed by a bus in transporting program participants to and from specified locations.
15. The "SPECIFICATIONS" means the combined proposal for bids and specifications, and amendments thereto, and all of the directions and requirements applying to the service as herein detailed and designated under specifications.
16. The "SUPPLIER" means an actual or potential Contractor.
17. The "WORK" or "SERVICES" means all services to be furnished or done by or on the part of the Contractor.

Section 2. Subject Matter

The Contractor shall provide, at its own cost and expense, sufficient plant, equipment and working capital to provide for the transportation of pupils in accordance with the terms, conditions, and specifications set forth herein. The Contractor shall accept, as full compensation for its faithful performance of this Contract, the sums certified by the Commissioner in accordance with the provisions of the Contract.

Section 3. Captions

The headings, chapters, paragraphs, and sub-paragraphs of this Contract, and of any attachments, are included solely for convenience and reference, and they should not be used in any way to interpret this Contract.

Section 4. Interpretation

- a. Upon written request, any doubt as to the meaning of the terms of the Contract or any obscurity as to the wording of the terms will be explained in writing by the ACCO. All directions and explanations required, alluded to, or necessary to complete any of the provisions of the Contract and to give them due effect will be given by the ACCO in writing, upon written request. The ACCO's interpretation shall be final and binding on all parties.
- b. The Commissioner or his/her designee(s) shall in all cases determine the acceptability of the labor, materials, or services delivered pursuant to this Contract, including but not limited to their quality, delivery, and condition. The Commissioner or his/her designee(s) shall in all cases decide every question arising relative to the performance of this Contract. The Contractor may not rely upon, and the City shall not be bound by, any explanations, determinations or other statements by or from the City which are not in writing and signed by the Commissioner or his/her designee(s).

Section 5. Modifications

- a. Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Contractors deviating from the requirements of an original purchase order or Contract without a duly approved change order, do so at their own risk. All such changes modification and amendments will become part of the original Contract.
- b. Contract changes will be made only for work necessary to complete the work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of the work.
- c. Changes may include one or more of the following:
 1. Specific changes to account for design errors or omissions;
 2. Changes in Contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original Contract amount or \$100,000 shall be approved by the City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);
 3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;
 4. Changes in delivery location;
 5. Changes in shipment method; and

6. Any other changes not inconsistent with the PPB Rules.
- d. The Contractor may be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the Contractor will be entitled to an extension of time for performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

Section 6. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments.

Section 7. All Legal Provisions Deemed Included

It is the intent and understanding of the parties hereto that each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein. It is further agreed that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, that this Contract shall forthwith be amended upon notice to the Contractor by such insertion so as to comply strictly with the law.

Section 8. Workers' Compensation

If the Contract be of such a character that the employees engaged thereon are required to be insured by the provisions of Chapter 615 of the Laws of 1922, known as the Workers' Compensation Law, as it has been or may be amended, the person, firm or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees, in compliance with the provisions of that Law. Prior to starting service under this Contract, the Contractor shall file with the Commissioner a certificate showing compliance with the provisions of the Workers' Compensation Law. Such insurance shall be maintained during the life of the Contract.

Section 9. Unlawful Provisions Void

If this Contract contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Contract and the remainder of the Contract shall remain in full force and effect.

Section 10. Necessary Approvals

The Contract shall not become effective or binding upon the City until:

- a. approved as to form and certified as to legal authority by the Office of the Corporation Counsel of the City of New York;
- b. registered with the Comptroller, and re-registered with the Comptroller from year to year if required; and

- c. approved and re-approved from year to year by the New York State Financial Control Board, if required by the regulations of the Financial Control Board.

Section 11. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity engaged in by the Contractor or its employees in connection with the performance of this Contract.

Section 12. Political Activity Prohibited

- a. There shall be no political activity engaged in by the Contractor or its employees while in the performance of this Contract to further the election or defeat of any candidate for public office.
- b. In addition, neither the Contractor nor its employees shall engage in the distribution, to any program participant, of any handouts, advertisements, pamphlets or any other document or material not required by this Contract or otherwise authorized by the Commissioner while engaged in or in connection with the performance of this Contract.

Section 13. No Personal Liability

- a. Neither the Commissioner nor any officer, employee, agent or other representative of the City shall be personally liable, based upon any theory of law or equity, to the Contractor, or to any party claiming on behalf of or through the Contractor, under this Contract, or by reason of any individual's actions or failure to act in any way connected with this Contract whether or not the action shall have been within or without an individual's scope of authority.
- b. The scope of this provision includes injury to any personal interest (commercial or otherwise), physical injury (including death), property damage, and any pecuniary damage where such injury or damage result from or arise out of negligence.
- c. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the City.

Section 14. Prevention of Delay, Suspension or Strikes

- a. Because of the public nature of the service involved and because of the essential public services performed, the Contractor shall not act in any manner, employ labor or means, nor do anything by way of omission or commission, that would in any way cause or result in a suspension, or delay of or strike affecting the work or any services to be performed hereunder.

- b. Any violation by the Contractor of this requirement may, upon certification of the Commissioner that the Contractor's act or failure to act demonstrated a lack of good faith effort to assure the performance of the conditions or covenants of this Contract, be considered as proper and sufficient cause for finding the Contractor to be in default in the manner set forth in this Contract.

Section 15. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover as extra compensation or otherwise, any sum for labor, materials or services other than the compensation agreed upon and fixed, pursuant to the rate set forth herein or as such rate may be adjusted by mutual agreement as provided in the Detailed Specifications.

Section 16. Price Certification

- a. The Contractor certifies that the prices, warranties, conditions, benefits and terms quoted herein are at least equal or more favorable to the City of New York than the prices, warranties, conditions, benefits and terms currently quoted by the Contractor to any customers for the "same or substantially similar quantity and type of item(s) or services as described herein." This certification shall not apply to prices, warranties, conditions, benefits and terms under contracts already in effect at the date of submission of the bid, except as provided herein.
- b. The Contractor further certifies that during the term of this Contract, should he/she offer prices, warranties, conditions, benefits, and terms more favorable than those quoted herein, or provide changed prices, warranties, conditions, benefits and terms more favorable than those quoted herein under a Contract currently in effect with any customer, for the same or a substantially similar quantity and type of services, then the Contractor shall immediately thereafter notify the Commissioner. Regardless of when such notice is sent by the Contractor or received by the Department, this Contract shall be deemed amended retroactively to the effective date of more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms.
- c. The Commissioner shall have the right and option to decline any such amendment.
- d. If the Contractor is of the opinion that an apparently more favorable price, warranty, benefit, condition, and term quoted, offered or provided to a customer is not more favorable treatment, the Contractor shall immediately notify the Commissioner in writing setting forth in detail the reasons why it believes the apparently more favorable treatment is not in fact more favorable treatment. The Commissioner, after consideration of the written explanation may, in his/her sole discretion, decline to accept the explanation and thereupon the Contract shall be deemed amended retroactively to the effective date of the more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms to the City.
- e. The Contractor further certifies that when the terms and conditions of the Contract provide for the written submission by the Contractor of a request for revision of prices, warranties, conditions, benefits and terms, such requested revised prices, warranties, conditions, benefits

and terms will be at least equal to or more favorable to the City of New York than the prices, warranties, conditions, benefits and terms offered by the Contractor to any customer for the same or substantially similar quantity and type of item(s) and services as of the effective date of the revision.

- f. The Contractor hereby authorizes the inspection, review and copying of contracts and documents that pertain or relate to the performance of this clause of the Contract.
- g. The Contractor shall be obliged to keep the contracts and documents referred to in the above paragraph during the effective period of this Contract and for a period of six years after the final payment of this Contract.

Section 17. Invoices and Payments

- a. The Contractor shall furnish proof of performance with each invoice and shall comply with all City requirements concerning the manner in which invoices are to be submitted. If the Contractor shall faithfully perform and fulfill this Contract and keep every covenant on its part herein contained, the City shall then pay or cause to be paid to the Contractor, subject to the provisions of the specifications, the amounts due the Contractor as the services are provided.
- b. The City and the Comptroller may at all times reserve and retain out of said payments, all sums which, by the terms of this Contract, any law of the State of New York, or of any local law of the City of New York, now in effect or hereafter enacted, the City may be authorized to collect, reserve or retain.
- c. The Contractor shall not be entitled to demand or receive payment for the services rendered, or any portion thereof, except in the manner set forth in this Contract, upon certification by the Commissioner of compliance by the Contractor with each and every one of the stipulations herein mentioned, provided that nothing herein contained be construed to affect the right hereby reserved by the City and the Comptroller to refuse to pay any part or all of the amount certified should the said certificate be found or known to be inconsistent with the terms of this Contract, or otherwise improperly given.
- d. Payment will not be made unless a copy of the appropriate insurance policy, has been filed with the Department.

Section 18. Cancellation of Funding

The Services to be provided hereunder are to be paid for, in large part, by means of funding received from Federal, State or City sources. The obligation to pay the Contractor shall be subject to the continuing availability of said funding and annual appropriations by the City. The City shall notify the Contractor within five (5) business days from the date the City receives written notice of the cancellation of such funding, in whole or in part, whereupon the Contractor may be required to cease further performance of this Contract to the extent said performance would not be supported by the funding.

Section 19. No Estoppel

The City and its respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the City, from indicating the true value of services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Contract, or from indicating that any such return or certificate is untrue or incorrect in any particular or that the services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Contract. Notwithstanding any such statement or document, or payment in accordance therewith, the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Contract.

Section 20. Prior Agreements

If the Contractor has had prior Agreements with the Department, this Agreement will not be binding on the Department or the City until the Department has certified that all requirements of previous contracts have been complied with, including the submission of all statistical reports and P.E.R.S., and payment of all refunds due the Department. In its sole discretion, the Department, upon prior written notice to the Contractor, may permit commencement of this program subject to the withholding of funds under this Agreement in an amount to be determined by the Department to be sufficient to insure the Contractor's compliance with the requirements of prior agreements with the Department.

Section 21. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Contract, of the final payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the City from any and all claims and liability for anything done or furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the City or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

Section 22. Claims - Limitation of Action

No action at law or equity shall be maintained by the Contractor, its heirs, executors, administrators, successors or assigns, against the City on any claim based upon or arising out of this Contract, or out of anything done in connection with this Contract, unless such action shall be commenced within six (6) months after the filing date of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner.

Section 23. Notices

The Contractor's address stated in this Contract is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to

such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United State Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or other communication, written or oral to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

Section 24. Waivers

- a. No waiver by the City of any term or condition hereof shall be effective unless in writing and signed by the Commissioner or his/her designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.
- b. Any purported oral waiver shall be void.

Section 25. Commissioner's Right to Declare Contractor in Default

- a. In addition to those instances specifically referred to in other Sections herein, the Commissioner shall have the right to declare the Contractor in default of the Contract if:
 - 1. the Contractor fails to commence work when notified to do so by the Commissioner; or
 - 2. the Contractor fails to provide and deliver the supplies and/or services, or any part thereof, ordered pursuant to this agreement, or fails to provide same in accordance within the time schedule(s) set forth; or
 - 3. the Contractor, without just cause, reduces its working force to a number which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the work in accordance with the scheduled assignment; or
 - 4. the Contractor fails or refuses to increase sufficiently such working force when ordered to do so by the Commissioner; or
 - 5. the Contractor, transfers or assigns this Agreement without the written consent of the New York City Department of Youth and Community Development; or
 - 6. the Contractor executes this agreement in bad faith; or
 - 7. the Contractor submits false or misleading documents to induce the award of this Agreement; or
 - 8. submits any invoice for payment thereunder for any service which has not been delivered; or

9. becomes insolvent or makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or
 10. has not obtained or provided the Department with copies of the insurance policies specified in this Agreement; or
 11. any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the work, the project or the Contract (or for purposes of securing the Contract) is untrue or incorrect when made; or
 12. the Contractor or any of its officers, directors, partners, five-percent (5%) shareholders, principals, or other person substantially involved in its contracting activities, commits any of the acts or omissions specified as the grounds for debarment in the Procurement Policy Board ("PPB") Rules.
- b. Before the Commissioner shall exercise the right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) days' notice.
 - c. In the event the Commissioner defaults the Contractor in whole or in part as provided above and terminates this agreement in whole or in part, the City may procure, upon such terms and in such manner deemed appropriate, supplies or services similar to those provided by the Contractor prior to the default, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided that, the Contractor shall continue the performance of this Contract to the extent not terminated hereby.
 - d. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's default, and the City may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined.
 - e. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.
 - f. Upon a finding of default in violation of this Contract by the Commissioner, the Contractor may be deemed not responsible and may be disqualified from bidding on future City contracts for a period of up to five (5) years, pursuant to the PPB Rules.

Section 26. Investigations

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

- b. The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify, if:
 - 1. any person who has been advised that his or her statement, and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
 - 2. any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit, or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- c. If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph e. below, without the City incurring any penalty or damages for delay or otherwise.
- d. The penalties which may attach after a final determination by the Commissioner or agency head may include but shall not exceed:
 - 1. The disqualification for a period not to exceed four (4) years from the date of an adverse determination for any person, or entity of which such person was a member of at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
 - 2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which have been pledged to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered,

work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

- e. The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty, the factors in paragraphs 1. and 2. below. The Commissioner or agency head may also consider, if relevant and appropriate, the criteria established in paragraphs 3. and 4. below in addition to any other information which may be relevant and appropriate:
 - 1. the party's good faith endeavors, or lack thereof, to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought;
 - 2. the relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity;
 - 3. the nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
 - 4. the effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph d. above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph b. above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- f. Definitions.
 - 1. The "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 "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 "ENTITY" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
 - 4. The "MEMBER" as used herein shall be defined as any person associated with another person or entity as partner, director, officer, principal or employee.

- g. In addition to and notwithstanding any other provision of this Contract, the Commissioner or agency head may in his or her sole discretion terminate this agreement upon less than three (3) days' written notice in the event a Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, request for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

- h. For purposes of this section, the word "personnel" will include all employees and volunteers and all applicants for employment or for volunteer work. The Contractor will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children. The Contractor agrees to comply with all guidelines and procedures of the Department concerning the screening and employment of personnel, including, but not limited to the following:
 - 1. The Contractor will be responsible for obtaining consent and for screening of all personnel, including: (a) substantiating credentials; (b) reference checks.
 - 2. The Contractor agrees not to hire or retain any personnel who refuse to: (a) provide the names of references; (b) provide documentation of credentials; (c) provide information on criminal conviction records; (d) provide other requested information which may bear on the applicant's fitness to work with children.
 - 3. The Contractor agrees not to hire or retain any personnel: (a) who have not completely and truthfully reported information concerning their criminal convictions; (b) whose criminal conviction record directly bears on a person's fitness to work with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; (c) who have been the subject of an indicated child abuse and maltreatment report on file with the SCR, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the SCR.

Section 27. Reports, Inspection and Maintenance of Records

- a. The Contractor shall promptly provide all reports required by the City, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the City.

- b. The Contractor shall, until six (6) years after completion of its services hereunder or six (6) years after date of termination of this Contract, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder including, without limitation, accurate cost and accounting records specifically identifying the expenses incurred by the Contractor in performing such obligations. Such

cost and account records shall include, without limitation, the following costs: payroll expense, and other related records necessary to assure a proper accounting of funds, including property, personal records, cash receipts and disbursements, journals and ledgers. Records must be maintained separately, so as to identify clearly the expenses applicable to this Contract and be distinguishable from all other costs not incurred under this Contract.

- c. The Contractor shall make its staff, premises, books, records, operations, and services provided under this Contract, and those of its subcontractors, available to the City and to any person, agency or entity designated by the City, at any time, for program audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes.
- d. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.
- e. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations, within five (5) working days after receipt of the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Commissioner; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply a copy thereof to the Commissioner.

Section 28. Non-Assignment of Contract

- a. The Contractor shall give its personal attention to the faithful performance of this Contract. The Contractor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest therein, including the transfer of ten percent (10%) or more of its corporate stock or its power to execute such Contract, to any other person or corporation without the previous written consent of the Commissioner. Such consent will not be unreasonably withheld.
- b. If the Contractor in any way violates the terms of this provision, the Commissioner shall have the right to cancel and terminate this Contract, and the City shall thereupon be relieved from all liability hereunder.
- c. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York.
- d. No right under this Contract, or to any monies due or to become due hereunder, shall be asserted against the City in law or in equity by reason of a purported assignment of this Contract, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid.

Section 29.

Transfer of Corporate Stock

The Contractor agrees that it will notify the Commissioner of any change in corporate officers, directors or managing agents, or the organization of the corporation including but not limited to, a change in corporate voting power, transfer or sale of corporate assets, transfer or sale of corporate stock over ten percent (10%) or any other action which may affect the interests of the City as a party to this Contract.

Section 30. Contractor's Staff

- a. The Contractor shall employ or contract for the services of only competent workers, consultants, independent Contractors or other employees which are, or may be reasonably necessary for the performance of the services hereunder.
- b. The Contractor warrants that, to its knowledge, no employee of the Contractor is currently employed in any capacity by the Board of Education or the City, and that the Contractor shall be solely responsible for each employee's work, direction, safety and compensation unless otherwise provided by the Contract.
- c. The Contractor agrees to immediately remove any employee from any part of the work to be performed hereunder, and not engage such employee in the performance of this Contract, if the Contractor is notified in writing that, in the opinion of the Commissioner or Designee, such employee is incompetent or otherwise impedes the performance of the services hereunder.

Section 31. Confidentiality of Records

All personally identifiable program participant and staff information obtained by or furnished to the Contractor by the City, and all reports and studies containing such information, prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Commissioner or his/her designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Contract strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Contract and shall return all such material to the Department upon the completion of the services herein.

Section 32. Testimony

If the subject matter of this Contract at any time becomes involved in any action or proceeding to which the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the City shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the City.

Section 33. Indemnification

The Contractor shall protect, indemnify and hold harmless the City from any and all claims, suits, actions, costs and damages to which the City may be subjected by reason of injury to person or property, or wrongful death, as may result from any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Contract.

Section 34. Conflict of Interest Prohibited

- a. Except in accordance with applicable provisions of law and regulations governing such employment, the Contractor may not employ or contract for the services of:
 1. any present employee of the City; or
 2. any person who is presently on leave from employment with the City, or
 3. any former employee of the City, unless one (1) year has passed since that employment.
- b. The Contractor warrants that, other than a bona fide employee or Contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Contract, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.
- c. The Contractor shall not give, and warrants that it has not given or promised to give, any gift or object of value to any officer, employee or other person whose salary is payable in whole or part from City funds, or other funds under this Contract. The phrase “gift or object of value” shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments.
- d. The Contractor represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided.
- e. The Contractor further represents and warrants that in the performance of this Contract no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the Board, the City, or the Department, nor any person whose salary is payable, in whole or in part, from City funds, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof.
- f. If the Contractor violates any provision of this Section, the City may, at its option:
 1. cancel and terminate this Contract and be relieved of all liability hereunder; or

2. deduct all amounts paid by the Contractor or other value given by the Contractor in violation of this Section from payments made or to be made to the Contractor under this or any other contract at any time; or
 3. require the refund of any funds paid hereunder; or
 4. any combination of the foregoing.
- g. Any breach of the warranties or violation of the provisions of this Section shall be grounds to preclude the Contractor or its principals as a responsible bidder on other City contracts.
- h. The Contractor and the Department agree that the Contractor is an independent Contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent Contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City, the Board, the Department, or of any department, agency or unit thereof. Similarly, such employees and agents will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or employee retirement membership or credit.

Section 35. Anti-Trust Clauses

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

Section 36. Merger

This written Contract constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein.

Section 37. Participation in an International Boycott

- a. The Contractor agrees that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- b. Upon the final determination by the United States Department of Commerce or any other agency of the United States, as to conviction of the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations

promulgated thereunder, the Comptroller or the Commissioner or his/her designee may render this Contract forfeit and void.

- c. The Contractor shall comply in all respects with the provisions of Section 6-114 of the Administrative Code of the City of New York and rules and regulations issued by the Comptroller thereunder.

Section 38. Non-Discrimination

- a. In connection with the performance of work under this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, sexual orientation, national origin, disability, marital status, religion or political beliefs or affiliations. The Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to the foregoing categories. Such action shall include but not be limited to employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor shall not discriminate against any employee or applicant for employment on the basis of sex pursuant to Title IX of the Education Amendments of 1972 (20 United States Code Annotated, Section 1681 at seq.), as amended.
 - 3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex, sexual orientation, or national origin.
 - 4. The Contractor will send a notice, to be provided by the Department, advising each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, of the Contractor's commitments under this section.
 - 5. The Contractor will comply with all provisions of law prohibiting discrimination because of race, creed, color, age, sex, sexual orientation or national origin.
 - 6. The Contractor will comply with all provisions of President's Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretaries of Labor and Health and Human Services (the "Secretaries") or created thereby. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretaries issued pursuant thereto, and will permit access to its books, record, and

accounts to the City and the Secretaries for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- b. In the event of the Contractor's non-compliance with the nondiscrimination clause of this Contract, or with any of the above rules, regulations or orders, this Contract may be canceled in whole or in part. In addition, the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive order No. 11246 of September 24, 1965. Other sanctions may be imposed and remedies invoked as provided in the above Executive Order or by the rules, regulations or orders of the Secretaries, or as otherwise provided by law.

Section 39. Supervision

- a. The Contractor shall comply with all orders and instructions of the Commissioner, or his/her designee, not inconsistent with or prohibited by the terms of this Contract.
- b. The scope and substance of said orders and instructions shall be in the discretion of the Commissioner, so that the Commissioner may properly discharge his/her function of providing clean, safe and reliable transportation as indicated herein.

Section 40. Reserved Rights

The rights, powers, privileges and remedies reserved to the City by this Contract are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City may have at law or in equity with respect to the subject matter of this Contract. A waiver thereof at any time or in any instance shall not affect any other time or instance.

Section 41. Choice of Law, Consent to Jurisdiction and Venue

- a. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Contractor, and shall be construed in accordance with the laws of the State of New York.
- b. The parties agree that any and all claims asserted by or against the City of New York arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in the City of New York (the "Federal Courts") or in the courts of the State of New York (the "New York State Courts") located in the City of New York and the County of New York.
- c. To effect this agreement and intent, the Contractor hereby expressly agrees and covenants:
 - 1. if the City initiates any action against the Contractor in the Federal Courts or in the New York State Courts, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail, addressed to the Contractor at its address as the Contractor may provide to the City in writing;

2. with respect to any action in the New York State Courts between the City, on the one hand, and the Contractor on the other hand, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have:
 - (a) to move to dismiss on grounds of *forum non conveniens*,
 - (b) to remove to Federal Court, and/or
 - (c) to move for a change of venue to a New York State Court outside New York County.
3. With respect to any action in the Federal Courts located in the City of New York between the City on the one hand, and the Contractor on the other hand, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have to move to transfer the action to a United States Court outside the City of New York; and
4. If the Contractor commences any action against the City in a court located other than in the City and State of New York (or any action in a New York State Court in any venue other than New York County), the Contractor shall consent, upon request by the City, either to a transfer of the action to a court of competent jurisdiction located in the City and State of New York (or in any action in a New York State Court, to a court of competent jurisdiction within the venue of New York County) or, if the Contractor shall consent, to dismiss any such action without prejudice with allowance that the Contractor may re-institute the action thereafter in a court of competent jurisdiction located in the City and State of New York (or in any action in State Court, in a court of competent jurisdiction within the venue of New York County).
- d. The Contractor hereby agrees and covenants that, prior to seeking judicial review in the Federal Courts or New York State Courts concerning any claim or dispute arising under this Contract, the Contractor shall first exhaust all administrative review procedures and remedies available under the laws, rules, regulations and by-laws governing the City of New York and the New York State Education Department. Whereupon the Contractor commences an action or proceeding in the Federal Courts or New York State Courts prior to the exhaustion of all administrative review procedures and remedies of the City of New York and the New York State Education Department, the Contractor shall consent, upon a request by the City of New York, to dismiss such court action without prejudice with the allowance that the Contractor may re-institute the action or proceeding before the administrative review entity of competent jurisdiction within the City of New York, and/or the State Education Department.
- e. If any provisions(s) of this Section is held to be unenforceable for any reason, each and every other provision(s) shall remain nevertheless in full force and effect.

Section 42. Protection of City Property

- a. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Contract, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any

person, firm, company, agent or others engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.

- b. In the event that any such City property is lost or damaged, except for normal wear and tear, then the City shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover such loss or damage.
- c. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claims for damages due to any loss or damage to any City property described in paragraph a. above.
- d. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

Section 43. Subcontracting

- a. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Contract without the prior written approval of the Commissioner. Such approval shall not be unreasonably withheld. Two (2) copies of the proposed subcontract shall be submitted to the Commissioner or his/her designee with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
 - 1. that the work performed by the subcontractor must be in accordance with the terms of the Contract between the Department and the Contractor,
 - 2. that nothing contained in such agreement shall impair the rights of the City,
 - 3. that nothing contained therein, or under the Contract between the City and the Contractor, shall create any contractual relationship between the subcontractor and the City.
- b. The Contractor agrees that it is fully responsible to the City for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- c. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- d. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

Section 44. Publicity

- a. The prior written approval of the Commissioner or his/her designee is required before the Contractor or any of its employees, servants, agents, or independent Contractors may, at any time, either during or after completion or termination of this Contract, make any statement to

the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Contract.

- b. If the Contractor publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

Section 45. Inventions, Patents and Copyrights

- a. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the City, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- b. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.
- c. In no case shall paragraphs a. and b. of this section apply to, or prevent the Contractor from asserting or protecting its rights in, any report, document or other data, or in any invention which existed prior to or was developed or discovered independently from the activities directly related to this Contract.

Section 46. Infringements

The Contractor shall be liable to the City and hereby agrees to indemnify and hold the City harmless for any damage or loss or expense sustained by the City from any infringement by the Contractor of any copyright, trademark or patent rights of design, system, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

Section 47. Conflict of Laws

All disputes arising out of this Contract shall be interpreted and decided in accordance with the laws of the State of New York.

Section 48. General Release

The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of and liability to the Contractor arising out of the performance of this Contract.

Section 49.

Claims and Actions Thereon

- a. No action at law or proceeding in equity against the City shall lie or be maintained against the City by the Contractor upon any claims based on this Contract or arising out of this Contract or in any way connected with this Contract, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claims, all as herein provided.
- b. No action shall lie or be maintained against the City by the Contractor upon any claims based on this Contract unless such action shall be commenced within six (6) months after the date of filing in the Office of the Comptroller of the City of the certificate for the final payment hereunder or within six (6) months of the termination or conclusion of this Contract or within six (6) months after the accrual of the cause of action, whichever first occurs.
- c. In the event any claim is made or any action brought, in any way relating to the Contract herein, the Contractor shall diligently render to the City, without additional compensation, any and all assistance which the City may require of the Contractor.
- d. The Contractor shall report to the Commissioner in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

Section 50. Paragraph Headings

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Contract and in no way affect this Contract.

Section 51. No Removal of Records from Premises

Where performance of this Contract involves use by the Contractor of Departmental papers, files, data or records at Department facilities or offices, the Contractor shall not remove any such paper, files, data or records therefrom without the prior approval of the Commissioner or his/her designee.

Section 52. Inspection at Site

The City shall have the right to have representatives of the City or of the State or federal government present at the site of the engagement to observe the work being performed.

Section 53. State Labor Law and City Administrative Code

- a. As required by New York State Labor Law § 220-e, the Contractor agrees that:
 1. in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor shall, by reason of race, creed, color, sex or

natural origin discriminate against any citizen of or permanent resident authorized to work in the State of New York who is qualified and available to perform the work to which the employment relates;

2. neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex or national origin;
 3. there may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
 4. this Contract may be canceled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second (2nd) or any subsequent violation of the terms or conditions of this section of the Contract.
- b. The aforesaid provisions or paragraphs of this Section, covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies, shall be limited to operations performed within the territorial limits of the State of New York.
- c. Minimum Wage.
1. Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Contract shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law.
 2. Any breach or violation of the forgoing shall be deemed a breach or violation of a material provision of this Contract.

Section 54. Fair Practices

- a. The Contractor and each person signing on behalf of any Contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:
1. the prices in this Contract have been arrived at independently without collusion, consultant, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. unless otherwise required by law, the prices which have been quoted in this Contract and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or competitor; and

3. no attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not submit proposals for the purpose of restricting competition.
- b. The fact that the Contractor (1) published price lists, rates, or tariffs covering items being procured, (2) informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

Section 55. Termination

- a. The Department and/or City shall have the right to terminate this Contract, in whole or in part:
 1. under any right to terminate as specified in any section of this Contract;
 2. upon the failure of the Contractor to comply with any of the terms and conditions of this Contract;
 3. upon the Commissioner's determination that contract termination is in the best interest of the City;
- b. The Department and/or City shall give the Contractor written notice of any termination of this Contract. The notice shall specify the applicable provisions of paragraph a. of this Section and its effective date, which shall not be less than twenty-four (24) hours from the date the notice is received. In the case of default, however, termination may occur upon the Commissioner's declaration of default pursuant to the default provision(s) of this Contract.
- c. Upon termination of this Contract the Contractor shall comply with the Department or City close-out procedures, including but not limited to:
 1. accounting for and refunding to the Department or City, within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract;
 2. furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and properties purchased through or provided under this Contract and carrying out any Department or City directive concerning the disposition thereof;
 3. not incurring or paying any further obligation pursuant to this Contract beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Contract. In no event shall the "obligation," as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord;

4. turning over to the Department or City or its designees all books, records, documents and material specifically relating to this Contract; and/or
 5. submitting, within ninety (90) days, a final statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.
- d. In the event the Department or City shall terminate this Contract, in whole or in part, as provided in paragraph a, sub-paragraphs 1, 2, and/or 3 of this Section, the Department or City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated. The Contractor shall continue the performance of this Contract to the extent not terminated hereby.
 - e. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.
 - f. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.
 - g. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.

Section 56. Equal Employment Opportunity

- a. This Contract is subject to the requirements of Mayor's Executive Order No. 50 (1980) ("E.O. 50"), as revised, and all rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:
 1. will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff termination, and all other terms and conditions of employment;
 2. will not engage in any unlawful discrimination in the selection of subcontractors based on the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
 3. will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age,

disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;

4. will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and all rules and regulations promulgated thereunder;
 5. will furnish all information and reports, including an Employment Report, before the award of the Contract, as required by E.O. 50, all rules and regulations promulgated thereunder, and orders of the Director of the Department of Labor Services (the "DLS"); and
 6. will permit access to its books, records and accounts to the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- b. The Contractor understands that its noncompliance with nondiscrimination clauses of this Contract or any applicable rules, regulations, or orders, shall constitute a material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder.
- c. After a hearing held pursuant to the rules of the DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:
1. disapproval of the Contractor;
 2. suspension or termination of the Contract;
 3. declaring the Contractor in default; or
 4. in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- d. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of fifty thousand dollars (\$50,000) to which it becomes a party, unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed by the DLS Director as a means of enforcing such provisions including sanctions for noncompliance.
- e. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

Section 57. Pricing

- a. The Contractor shall, whenever requested by the Commissioner during the Contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost and pricing data current until the Contract has been completed.
- b. The price of any change order, or contract modification, subject to the conditions of paragraph a., above, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.
- c. Time for Certification. The Contractor must certify that the cost or pricing data submitted is accurate, complete and current as of a mutually determined date.
- d. Refusal to Submit Data. When any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.
- e. Certification of Current Cost or Pricing Data, Form of Certificate. Should cost or pricing data be required, certification shall be made using a certificate substantially similar to the one contained in the PPB Rules. Such certification shall be retained in the Department's contract file.

Section 58. Affirmative Action and Equal Employment Opportunity

This Contract is subject to applicable provisions of Federal, State and local laws and any Executive Orders requiring affirmative action and equal employment opportunity.

Section 59. VENDEX Questionnaire

- a. New York City Administrative Code, Title 6, Chapter 1, Section 6-116.2, requires that VENDEX Questionnaires or an Affidavit of No Change, as appropriate, must be completed and submitted by all persons or entities seeking to do business with the City of New York on contracts and/or subcontracts of one hundred thousand dollars (\$100,000) or more. The VENDEX Questionnaires consist of a Business Entity Questionnaire and a Principal Questionnaire.
- b. The VENDEX Questionnaires or an Affidavit of No Change, as appropriate, must be submitted with the bid or the bid will be considered non-responsive. The VENDEX Questionnaires or Affidavit of No Change must be completed and submitted to this Department.
- c. Questionnaires need be completed only once every three (3) years, so long as a prospective Contractor, prior to award, certifies that there have been no material changes in the information previously submitted.

- d. Detailed instructions regarding the completion of the VENDEX Questionnaires are set forth in a Vendors Guide to VENDEX, that can be obtained from the Department, 40 Worth Street, Room 1226, New York, New York 10013 or at <http://www.nyc.gov/html/selltonyc/html/tocvendex.html>.

Section 60. Furnishing of Records

- a. The City may require any Contractor to furnish all books of account, records, vouchers, statements or other information concerning the Contractor's financial status for examination as may be required by the City to ascertain any Contractor's responsibility and capability to perform the Contract.
- b. If the Contractor fails or refuses to supply any of the documents or information set forth in paragraph a. above, or fails to comply with any of the requirements thereof, the City may determine the Contractor to be in default.

Section 61. Procurement Policy Board Rules

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

Section 62. Prompt Payment

- a. The prompt Payment provisions set forth in the PPB Rules in effect at the time of this solicitation will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the PPB Rules.
- b. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
- c. Determinations of interest due will be made in accordance with the applicable provisions of the PPB Rules and General Municipal Law.
- d. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its subcontractor(s), where appropriate.
- e. The Contractor shall pay each subcontractor (including a materials supplier), for work performed by the subcontractor or supplier under this Contract, not later than seven (7) calendar days after receipt of amounts paid to the Contractor by the City.
- f. In each of its subcontracts the Contractor shall include a provision requiring each subcontractor to make payment to each of its lower-tier subcontractors or suppliers for work performed under this Contract in the same manner and within the same period set forth above.

Section 63. Insurance

- a. Contractor must submit a certificate of insurance within ten (10) days after the award of the Contract. The Contractor must submit certifications from insurers or a New York State licensed broker that the insurers will furnish the following types of coverage to the Contractor in strict compliance with the terms, conditions, and minimum amounts stated in this Contract: motor vehicle liability insurance, comprehensive general liability insurance, including Workers' Compensation insurance. The Contractor must tender a copy of the actual policies to the Commissioner. Payment will not be made for any services until the policies are received and accepted by the Department.
- b. The Contractor's required insurance coverage, with the exception of Workers' Compensation, must name the City of New York and the Department as additional insured parties, whose interests are covered under all aspects of each policy.
- c. The Contractor must obtain the foregoing certifications and policies from insurance companies that are both acceptable to the City and licensed to do business in New York State by the State Superintendent of Insurance.
- d. Insurance Requirements.
 1. Before performing any work on this Contract, the Contractor shall procure Comprehensive General Liability Insurance in the Contractor's name and naming the City and the Department as additional insureds thereunder and endorsed to cover the liability assumed by the Contractor under the indemnity provisions of this Contract. This insurance policy shall be maintained during the term of this Contract and protect the City, the Department, the Contractor and/or its subcontractors performing work under this Contract from claims for property damage and/or bodily injury, including death, which may arise from operations under this Contract, whether such operations are preformed by the Contractor or anyone directly or indirectly employed by the Contractor. The coverage provided shall not be less than three million dollars (\$3,000,000) per occurrence. The coverage provided must be "occurrence" based; "claims-made" coverage will not be accepted.
 2. Before performing any work on this Contract, the Contractor shall procure automobile liability insurance covering all owned, non-owned, hired or borrowed vehicles used in connection with this Contract. The City of New York and the Department shall be listed as additional insureds. Coverage provided shall be in the amount of at least \$5,000,000.00 (five million dollars and no cents) combined single limit coverage.
 3. There must be at least the minimum coverage necessary to comply with the Workers' Compensation Law. The Contractor must maintain such insurance throughout the life of this Contract (inclusive of renewal periods when applicable) and up to the completion of required services or work to be performed. Prior to the Commissioner's approval for the use of any subcontractor(s), where permitted under this Contract, the primary Contractor

must submit acceptable certifications that any such subcontractor complies fully with the Workers' Compensation Law, including appropriate insurance coverage.

- e. The Contractor must obtain, maintain, and renew throughout the life of this Contract such additional insurance policies as necessary to comply with all applicable laws, ordinances, rules, and/or regulations governing the performance of this Contract. Moreover, the Contractor must obtain, maintain, and renew throughout the life of this Contract all required types of insurance coverage in amounts not less than those specified above for each additional transportation service, which may be required during the term of the Contract. Whereupon the Commissioner assigns to the Contractor additional transportation services, the latter must submit certification that additional insurance has been obtained prior to the start of the additional work.
- f. The Commissioner reserves the right to alter, either by increasing or decreasing, the minimum limits of motor vehicle liability and/or general liability coverage required under this Contract.
- g. If any or all vehicles to be used to perform this Contract are not owned directly by the Contractor, the insurance certificates and policies must be endorsed to include the Contractor as well as the City, and the Department as additional insureds. Any insurance certificates and/or policies that reflect coverage only for an owner, who is not the Contractor, are not acceptable.
- h. Insurance Pool. The Contractor agrees that the Commissioner may, at his/her discretion, require the Contractor to terminate any insurance policy or policies purchased to satisfy the requirements of this Section and join a City-directed insurance pool, such pool to purchase insurance replacing the insurance purchased by the Contractor to satisfy the requirements of this Section.
- i. General Requirements for Insurance Policies.
 - 1. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The Contractor must first obtain written approval from the City's Risk Manager of the Mayor's Office of Operations, or its delegate, in the event the Contractor wishes to maintain any type of required insurance with a company not licensed to do business in the State of New York.
 - 2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City is an insured under such policies.
 - 3. All insurance policies provided shall include, without limitation, the following endorsements/requirements:

- (a) the City, together with its officials and employees, is an additional insured under this policy; and
- (b) notice to the City, as additional insured under the insurance policy, shall be addressed to each of the following: (1) the Commissioner, attn: Contract Unit, 40 Worth Street, Room 824A, New York, NY 10013; and (2) Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007; and
- (c) notwithstanding any provision of this policy to the contrary, notice by or on behalf of the City as an additional insured if any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the Comptroller. In no event, however, shall notice be deemed untimely so long as it is given within one hundred eighty (180) days of the filing of the Notice of Claim; and
- (d) any notice, demand or other writing by or on behalf of the Contractor to the Insurance Company relating to any occurrence, offense, claim or suit shall also be deemed to be a notice, demand, or other writing on behalf of the City as an additional insured, and any response thereto on behalf of the Insurance Company shall be sent to (1) the Contractor; (2) the City, attn: New York City Law Department, Insurance Law Unit, Affirmative Litigation Division, 100 Church Street, New York, NY 10007; and (3) the Comptroller, attn: Insurance Unit, NYC Comptroller's Office, 1 Centre Street - Room 1222, New York, NY 10007; and
- (e) Notice to Cancellation of Policy. In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless sixty (60) days' prior written notice is sent to (1) the Commissioner, attn: Contract Unit, 40 Worth Street, Room 824A, New York, NY 10013; and (2) the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007. Similarly, this policy shall not be cancelled, terminated, modified or changed by the Named Insured without the prior consent of the said Commissioner; and
- (f) it is agreed that the Insurance Company, in the event of any payment under these policies, will waive its rights of recovery, if any, against the City; and
- (g) notwithstanding any other provision or endorsement to the contrary, the City, as an additional insured, shall be covered for any "bodily injury" or "property damage" which results from the intentional acts of the Contractor or any other insureds under this policy other than the City; and
- (h) the insurance required for this Contract must be on forms acceptable to the City and offered by Insurers acceptable to the New York State Insurance Department; and

- (i) where circumstances warrant, the Commissioner may, at his/her discretion and subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements; and
 - (j) the Contractor shall be solely responsible for payment of all premiums for insurance requirements, and shall be solely responsible for the payment of all deductibles to which such policies are subject whether or not the City is an insured under the policy; and
 - (k) the insurance policies shall contain no exclusions or endorsements which are not acceptable to the City; and
 - (l) should the policies providing for any of the insurance coverage required by the Contract expire during the Contract term, certificates confirming renewal of such insurance coverage shall be presented to the Commissioner not less than thirty (30) days prior to the expiration date of coverage. In addition, a copy of the actual renewal policy, with all endorsements, shall be provided to the Commissioner no later than thirty (30) days after the expiration of the policy previously provided to the Commissioner. Failure to provide any renewal policy shall be grounds to suspend payments to the Contractor.
 - (m) Submission of Insurance Certificates and Policies. For all insurance coverage required under the Contract, two (2) certificates of such insurance shall be furnished to the Commissioner not later than twenty (20) days after receipt of a notice of award, unless otherwise directed by the Commissioner. In addition, with respect to all insurance coverage required by the Contract, with the exception of Workers' Compensation and Employer's Liability insurance, two (2) executed copies of the insurance policies shall be provided to the Commissioner as soon as is practicable, but in no event later than thirty (30) days after the commencement of work. No Contract payments will be accepted for processing until such policies are received and approved, and failure to provide the required policies shall be grounds for declaring the Contractor in default; and
 - (n) Protection of City Property. If City property is lost, damaged or destroyed as a result of the operations of the Contractor or its subcontractors in the performance of the Contract, or from its or their failure to comply with any of the provisions of the Contract, or by law, the Contractor shall indemnify and hold the City harmless from any and all costs and expenses which the City may be subject to which it may suffer or incur by reason thereof.
- j. Materiality/Non-Waiver. The Contractor's failure to secure policies in complete conformity with this Section, or failure to give the Insurance Company timely notice of an occurrence, offense, claim or suit on behalf of the City, shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

Section 64. Resolution of Disputes

- a. Except as provided in 1(a) and 1(b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.
 - 1. This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
 - 2. For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.

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

- c. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.

- d. Presentation of Dispute to Commissioner.
 - 1. Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of Dispute”) to the Commissioner within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the

vendor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

2. **Commissioner Inquiry.** The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Commissioner. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.
3. **Commissioner Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

4. Finality of Commissioner Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Commissioner.

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

1. Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Commissioner, the vendor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the decision of the Commissioner, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.
2. Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Commissioner in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.
3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.
4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(c) to investigate the disputed claim. The period

for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

f. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
2. the City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and
3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

g. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Commissioner determination.

1. Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Commissioner; (ii) a copy of the decision of the Commissioner; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor

to, the Comptroller's Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Commissioner and the Comptroller.

2. **Agency Response.** Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
3. **Further Proceedings.** The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
4. **CDRB Determination.** Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.
5. **Notification of CDRB Decision.** The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the

Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.

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

h. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Commissioner or CDRB to make a binding and final decision pursuant to this section.

Section 65. Extension of Time - Non-Construction

- a. Upon written application by the Contractor, the ACCO may grant an extension of time for performance of the Contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause.
- b. The ruling of the ACCO shall be final and binding as to the allowance of an extension and the number of days allowed.

Section 66. Force Majeure

- a. The Contractor may be excused from performance of this Contract if the Contractor cannot perform the work described herein for reasons or causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to acts of God or of the public enemy; acts of the government in either its sovereign or contractual capacity; fires, epidemics; quarantine restrictions; strikes not instigated by any act of the Contractor; freight embargoes; or any other cause beyond the reasonable control of the Contractor.
- b. The determination that such failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein.

Section 67. Compensation to Contractor

The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the sum, not to exceed _____ Dollars (\$ _____). The sum being the amount at which the Contract therefore was awarded to the Contractor.

Section 68. Compliance with MacBride Principles

This Contract is subject to the provisions of Title 6, Chapter 1, Section 6-115.1 of the New York City Administrative Code. By signing this Contract, the Contractor agrees to comply with the provisions regarding the MacBride Principles (see Part I) and that said provisions constitute material conditions of this Contract.

Appendix A

- A.) Instructions for the Supply and Service Contractor's Employment Report
- B.) Supply and Service Employment Report

THE CITY OF NEW YORK
DEPARTMENT OF BUSINESS SERVICES
DIVISION OF LABOR SERVICES
CONTRACT COMPLIANCE UNIT
110 WILLIAM STREET - 2nd Floor
NEW YORK, NY 10038

**INSTRUCTIONS FOR THE SUPPLY AND SERVICE
CONTRACTOR'S EMPLOYMENT REPORT**

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NOTE: DLS IS DEVELOPING COMPUTER CAPABILITY TO RECEIVE WORKFORCE DATA ON DISKETTE. IF YOU ARE INTERESTED IN MAKING A DISK SUBMISSION FOR PART III DATA, PLEASE CALL (212) 513-6342.

I. WHO MUST FILE A COMPLETE EMPLOYMENT REPORT (ER)

In accordance with Chapter 56 of the New York City Charter (Chapter 56), Executive Order No. 50 (1980) (E.O. 50), as amended, its implementing Rules (1982), the filing of a completed ER is a requirement for doing business with the City of New York if you meet all of the following conditions:

1. you have been identified as the lowest bidder for a supply or service contract, or your proposal for supplies or services has been accepted;
2. the contract value exceeds \$50,000; and
3. your firm employs a total of 50 or more people.

NOTE: **IF YOU ARE A SUBCONTRACTOR (SUPPLIER OR MANUFACTURER) PERFORMING ON A SUPPLY AND SERVICE CONTRACT AND YOU MEET CONDITIONS 2 AND 3 ABOVE, YOU MUST ALSO FILE A COMPLETE ER. THE CONTRACTOR IS RESPONSIBLE FOR THE SUBMISSION OF THE ER(S) BY EACH SUBCONTRACTOR MEETING CONDITIONS 2 AND 3. THE ER FOR THE PRIME CONTRACTOR WILL NOT BE CONSIDERED COMPLETE UNTIL DLS RECEIVES A COMPLETE AND DETAILED LISTING OF EACH SUBCONTRACTOR INVOLVED IN THE CONTRACT. COMPLETED ERS FROM EACH APPROPRIATE SUBCONTRACTOR MUST BE SUBMITTED 10 BUSINESS DAYS FOLLOWING THE AWARD OF THE CONTRACT.**

**II. WHO MUST FILE A "LESS THAN 50 EMPLOYEES CERTIFICATE"
(see ER, page 13)**

1. If your contract value exceeds \$50,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a "Less Than 50 Employees Certificate" found on page 13 of the Employment Report.
2. If you are a subcontractor to the prime contractor, the value of your subcontract exceeds \$50,000 and your company at all of its facilities employs fewer than a total of 50 employees, you need only submit the "Less Than 50 Employees Certificate" found on page 13 of the Employment Report. DO NOT COMPLETE ANY OTHER PART OF THE ER.

III. FOR WHICH FACILITY MUST AN ER BE FILED

1. A separate ER will be forwarded for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".
2. An "**independently operating facility**" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If staff employed by a facility are simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.

3. Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.

NOTE: IF YOU HAVE ANY QUESTIONS RELATING TO WHICH FACILITY(IES) YOUR ORGANIZATION MUST COMPLETE AND SUBMIT INFORMATION, PLEASE CONTACT THE APPROPRIATE CITY AGENCY AS IDENTIFIED IN SECTION V BELOW.

**IV. WHO MUST FILE A "LESS THAN 150 EMPLOYEES CERTIFICATE"
(see ER, page 14)**

1. If your contract value exceeds \$50,000 and your company employs between 50 and 149 employees, only Parts I and II and the "Less Than 150 Employees Certificate" (see page 14 of the Employment Report) need be completed and submitted for each independently operating facility. **DO NOT COMPLETE PART III (Pages 11 - 13)** of the ER.
2. If your company is a subcontractor, the value of your subcontract exceeds \$50,000 and your company employs between 50 and 149 employees, only Parts I and II and the "Less Than 150 Employees Certificate" (see page 14 of the Employment Report) need be completed and submitted for each independently operating facility. **DO NOT COMPLETE PART III (Pages 10 - 12)** of the ER.

V. WHERE TO FILE

1. The ER(s) or the "Less Than 50 Employees Certificate(s)" must be returned to the city agency with which you are contracting (contracting agency), and all inquiries regarding the Instructions and/or the ER must be directed to the contracting agency, as well.
2. DEPARTMENT OF GENERAL SERVICES/DIVISION OF MUNICIPAL SUPPLIES CONTRACTORS ONLY. If you are contracting through the Department of General Services/Division of Municipal Supplies, you will submit the ER or "Less Than 50 Employees Certificate" directly to Division of Labor Services, 110 William Street, 2nd Floor, New York, NY 10038. All inquiries regarding the Employment Report Instructions and/or the ER must be directed to DLS.

NOTE: THE ORIGINAL EMPLOYMENT REPORT MUST BE SUBMITTED FOR DLS' REVIEW. HOWEVER, YOU SHOULD KEEP COPIES OF ALL MATERIALS AND DOCUMENTS SUBMITTED FOR EASY REFERENCE DURING AND AFTER THE REVIEW.

VI. WHO REVIEWS THE EMPLOYMENT REPORT

The contracting agency and/or DLS reviews the ER for completeness. If any portion is incomplete you will be notified.

Upon receipt of a completed ER, it is reviewed by DLS to ensure that your firm or organization is in compliance with the City's equal employment opportunity requirements.

VII. WHAT COMPRISES THE DIVISION OF LABOR SERVICES' REVIEW PROCESS

In accordance with E.O. 50, upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as a statistical analysis of the workforce, if necessary. The process is as follows:

1. Within five (5) business days DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete the compliance review will proceed, resulting in one of the following:
 - a) A **Certificate of Compliance**, valid for 24 months;
 - b) A **Conditional Certificate of Compliance**, valid for 3 months contingent upon conditions being satisfied;
 - c) An **Administrative Certificate of Compliance**, valid for 24 months;
 - d) A **Conditional Administrative Certificate of Compliance**, valid for 3 months, if conditions are satisfied;
 - e) **Recertification Certificate** valid for 24 months;
 - f) **Continued Compliance Certificate**, good for the instant contract if a Certificate of Compliance has been issued; or
 - g) A **Compliance Review Analysis Report**. (If the analysis yields a finding of underutilization of minorities and/or women resulting from policies or procedures that may have a discriminatory effect, or other employment policies or practices mitigating against equal employment opportunity, the contractor will be asked to attend a conference to present a legal and/or factual explanation, or to develop an Employment Program. **Any firm or organization making good faith efforts to take necessary corrective actions to change policies found to have a disparate effect on women and minorities may be issued a Conditional Certificate of Compliance.**)

VIII. WHO MUST SIGN THE EMPLOYMENT REPORT, THE "LESS THAN 150 EMPLOYEES CERTIFICATE" OR THE "LESS THAN 50 EMPLOYEES CERTIFICATE"

The signatory of these and all other documents submitted to DLS must be an official of the firm, authorized to enter into binding legal agreements.

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| NOTE: DLS WILL ONLY ACCEPT ORIGINAL SIGNATURES. |
| COPIES WILL BE REJECTED. |
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IX. HOW TO COMPLETE THE EMPLOYMENT REPORT

A. General Information

1. Check the appropriate the contractual relationship (a or b) you will have with the City as a result of this contract. If you are a subcontractor, you must state the name of the contractor for whom you are providing the goods, services, etc.
2. Identify the facility represented by the information submitted in this Employment Report.
3. You must provide your Employer Identification or Tax Number.
4. You must indicate the number of employees at this facility.
5. You must check the entry corresponding with the description of your firm's ownership.
6. Identify your firm's industry code (see Appendix A)

NOTE: READ BEFORE COMPLETING B. PART I

You may complete and submit only Part I, if any of the three (3) following conditions apply to your organization.

1. You Have Prior Approval From DLS

You have a valid Certificate of Compliance, Conditional Certificate of Compliance, Administrative Certificate of Approval or Conditional Administrative Certificate of Approval, issued by DLS within the past 24 months for the facility(ies) performing on this contract. If so, complete only Part I and the required attachments. (See Question 9a. of the ER).

2. You Have Previously Submitted a Complete ER for this Facility

You have previously submitted an ER on this same facility for a different contract for which you have not yet received compliance approval. If so, complete only Part I and the required attachments. (See Question 9b. of the ER).

3. You Have Prior Approval From OFCCP

The facility(ies) involved in the performance of this contract has within the past 12 months undergone an audit and received approval by the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and is in compliance with all other requirements of E.O. 50 and its implementing Rules. If so, complete only Part I and submit the required attachments. (See Question 10 of the ER).

B. Part I - Contractor/Subcontractor Information

1. State the name of your organization.
2. State the full address of the facility at which this ER was completed.
3. Identify the Chief Operating Officer of the organization (not necessarily the facility). Please provide a telephone number.

4. Please provide the name of the person who can explain the information submitted in this report, or respond to questions raised in connection with the review of this report. Provide the telephone number at which this person can be reached. If this person is located at an address different from the facility for which this report is being submitted, provide the address where they can receive correspondence directly. If available, include fax number.
5. Explain the nature of the good(s) and/or service(s) being provided under this contract. (see page 2 of the ER)
- 6a. Identify the **Agency** with which you have the contract to provide the good(s) and/or service(s). If the Department of General Services/Division of Municipal Supplies (DMS) is contracting with your organization on behalf of a user agency (e.g. Department of Sanitation), please indicate that DMS is the contracting agency.
- b. Identify the contract value.
- c. Identify the term or duration of the contract. If no terms or expiration date is indicated in the contract, please indicate your projected performance completion date.
7. List the names and addresses of all of your firm's facilities which are performing work on this contract. For example, a computer organization might have a sales office in Newark, New Jersey which negotiated and/or submitted a contract proposal, manufacturing facilities in Tetersboro, New Jersey and Schaumburg, Illinois which produced the equipment; and a facility in New York City providing systems analysts, programmers and technicians to develop, install and maintain the system. Since all four (4) facilities are involved in performing the contract, all four (4) are **operating** facilities, and they must be identified. If a facility's employment policies, procedures and employment action determinations are made at a different facility or headquarters, that facility must be identified as well. If you are uncertain whether a particular facility should be included, refer to Section III, page 1 of these instructions and/or call DLS at (212) 618-8836 or 513-6342.

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| IF YOU FAIL TO IDENTIFY ALL OF THE OPERATING FACILITIES, THE OMISSION |
| WILL RENDER THE EMPLOYMENT REPORT SUBMISSION INCOMPLETE. |
| INCOMPLETENESS WILL INTERRUPT AND DELAY THE COMPLIANCE REVIEW IN |
| PROGRESS. |
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+-----+
| AN ER, COMPLETED PURSUANT TO THESE INSTRUCTIONS, MUST BE SUBMITTED FOR |
| EACH OF THE FACILITIES LISTED ABOVE IN QUESTION 7. |
+-----+

8. **IMPORTANT**. All subcontractors with subcontracts in excess of \$50,000 must be identified by name and address. As a selected proposed contractor you must ensure that each of your subcontractors obtain an Employment Report as soon as possible after your organization is selected to perform on the City contract.

- 9a. This question refers to your firm's particular facility locations which have been reviewed and certified within the past 24 months. If the operating facilities in the current proposed contract include any location(s) different from those reviewed and certified in the past 24 months, ERs must be submitted for these facilities. (See Instructions Sections III and IV).
- 9b. If all of the facilities involved in this proposed contract of the ER being reviewed by DLS, then you may complete and submit only Part I of the ER for each operating facility. Be certain to identify the date on which you submitted the completed ER(s), the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the ER was submitted.
10. Was an Approval issued in the last 24 months pursuant to an OFCCP Audit of the facility for which this ER is being submitted? When answering this question, be careful to consider only those locations which the OFCCP actually audited. DLS will not consider OFCCP approvals and certifications for facility locations which were not actually audited.
- a. Identify the reviewing OFCCP office by its name and address;
 - b. Was an unconditional certificate of compliance issued within the past 24 months by the OFCCP? If yes, attach a copy of the certificate in lieu of completing Employment Report Parts II and III.
 - c. Provide a copy of all stated OFCCP findings. Include copies of all corrective actions and documentation of their performance.

-----+
| IF YOU ARE SUBMITTING ONLY PART I OF THE ER, YOU MUST SUBMIT A COPY OF |
| THE FIRM'S EEO STATEMENT AS IT IS PRESENTED IN THE COMPANY |
| PUBLICATIONS/POSTED ON BULLETIN BOARDS. |
-----+

If you are only required to complete Employment Report Part I, TURN TO PAGE 8 of the Employment Report and sign and notarize the Employment Report. Then submit it to the appropriate contracting agency. (See Section V, page 2)

C. Part II - DOCUMENTS REQUIRED

Questions

- 11a. - j. You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) or benefit(s) is located and submit copies of each document.

If your firm follows unwritten practices or procedures, then you must explain in writing how they operate.

-----+
| REMEMBER TO LABEL ALL DOCUMENTS WITH THE QUESTION NUMBER FOR WHICH |
| THEY ARE SUBMITTED. |
-----+

Questions
12a. and b.

There are two parts to this question. Part (a) concerns the manner/method by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA). Part (b) inquires into where and how I-9 Forms are maintained and stored.

Questions
13a. and b.

There are two parts to this question. Part (a) concerns the firm's requirement that an applicant or employee be subjected to a medical examination at any given time. Part (b) requires the submission of medical information questionnaires used by the firm.

Questions
14a. and b.

There are two parts to this question. Part (a) asks you to indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and to attach a copy of each statement. Part (b) asks you to submit your current Affirmative Action Plan(s).

Questions
15a. and b.

There are two parts to this question. If your firm or collective bargaining agreement has an internal grievance procedure, part (a) asks you to indicate this and submit a copy of the policy and procedure. If unwritten, part (b) asks you to explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 16. If your employees have used an internal grievance procedure in the last three (3) years, please submit an explanation in the format indicated below:

<u>Number the Complaint(s) (e.g. 1, 2, 3 ..)</u>	<u>Nature of the Complaint(s)</u>	<u>Position(s) of Complainant(s)</u>	<u>Investigation Conducted Yes/No, Type</u>	<u>Current Status/Disposition</u>
--	-----------------------------------	--------------------------------------	---	-----------------------------------

Question 17. Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your firm as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

<u>Name(s) of Complainant(s)</u>	<u>Administrative agency or court in which action was filed</u>	<u>Nature of the Complaint(s)</u>	<u>Current Status</u>	<u>If not pending, the Complaint's Disposition</u>
----------------------------------	---	-----------------------------------	-----------------------	--

Question 18. Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 19. Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

Question 20. If the conditions apply, check the appropriate boxes.

Question 21. Please indicate the relevant geographic recruitment or labor market area(s) (i.e. nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

D. Part III: Employment Data Tables Include:

Form A. Job Classification and Incumbents Form (see ER, page 11)

Form B. New Hires Form/Tracking Employees Hired Over The Last Three Years (see ER, page 11)

Form C. Terminations Form: Employment Terminations Over The Last Three Years (see ER, page 12)

-----+-----
| NOTE: IDENTIFY THE FIRM AND FACILITY LOCATION AT THE TOP RIGHT |
| CORNER OF EACH WORKFORCE DATA TABLE PAGE. THESE SHEETS ARE |
| SEPARATED FROM THE OTHER EMPLOYMENT REPORT MATERIALS FOR |
| PURPOSES OF COMPUTER PROCESSING. |
|-----+-----

FORM A. JOB CLASSIFICATION AND INCUMBENTS REPORT

FILL OUT THIS FORM AS FOLLOWS: (See page 10 of the ER)

1. Occupational Category

- (a) This form requires that you list and classify each company job title which exists in the reported facility.
- (b) In selecting the appropriate occupational category for each job title please note that the occupational categories listed in abbreviated form at the upper right corner reflect the eleven (11) occupational categories utilized in the 1990 Census. These occupational categories are listed in Appendix B (page 25) and appear as italicized headings within the parenthesis above each group of occupational titles listed in Appendix B. Be sure you are using the correct occupational category when selecting the category in Appendix B that most closely corresponds to your company job titles. For purposes of this report please use only the nine categories listed on Form A.
- (c) Before you fill out Form A, please circle the occupational category at the top of the page in order to identify the job titles being reported on the page. Remember, if you circle "professional" the page should reflect only those titles classified as professionals.
- (d) You must use separate pages of Form A for each occupational category. You should photocopy as many forms as you need to report all of the titles.
- (e) You must indicate the name and location of the reported facility in the upper right hand corner of Form A.

Column 1 - Company Job Title

1. List all job titles which fall within the category circled. (These are titles, not census codes, occupational categories or specific people)

-----+
| NOTE: IF YOU HAVE AN UNUSUAL COMPANY JOB TITLE WHICH YOU ARE UNABLE TO |
| PLACE WITHIN AN OCCUPATIONAL CATEGORY, PLEASE FILL OUT THE JOB |
| DESCRIPTION FORM (EMPLOYMENT REPORT, PAGE 15) AND DLS WILL |
| CLASSIFY THAT TITLE FOR YOU. |
+-----

2. If, within the past three years, employees were hired into or terminated from a job title which is no longer utilized by your firm, the job title must be reported and job grouped in columns 1 and 3.

Column 2 - Company Job Number

1. Assign a job number to each company job title listed in column 1. If your company does not use numbers to identify job titles, then simply assign a number to each job title. COMPANY JOB NUMBERS MUST BE JOB TITLE DISTINCT AND EACH JOB NUMBER CAN BE USED ONLY ONCE. EACH JOB TITLE MUST BE ASSIGNED TO ONE AND ONLY ONE JOB NUMBER.
2. Job numbers must have at least one digit and no more than 7 digits or spaces. You may use numbers, letters, dashes or slashes.
3. These numbers will be used again in columns 5 and 8 of the New Hires Form and column 6 of the Terminations Form.

Column 3 - Census Codes

1. Refer to the occupational titles in Appendix B (page 26 of these Instructions). Find the occupational title which most closely matches the job function of the title in column 1, then list the corresponding census code.
2. Where applicable, the same census code may be assigned to different job titles. For example, the job titles senior accountant and junior accountant may both be assigned census code 023 (accountants and auditors).

-----+
| NOTE: IF YOU ARE UNABLE TO FIND A SUITABLE CENSUS CODE MATCH TO ONE |
| OR MORE OF YOUR COMPANY JOB TITLES, FILL IN THE JOB DESCRIPTION |
| FORM (ER, PAGE 15) AND DLS WILL MATCH IT TO A CENSUS CODE. |
+-----

Column 4 - Job Groups (Column 4 is divided into five sub-columns.)

1. JOB GROUPS are rankings of job titles within occupational categories: each job group should contain jobs with similar content (i.e., duties and responsibilities, pay rate and employment opportunity).
2. Look at each of the job titles (column 1) that fall within the same occupational categories (Column 3) and rank the job titles (i.e., rank all managerial titles against one another, then clerical titles against one another, then the professional titles against one another, and so on).

3. Within each occupational category, job group 1 is the job group containing the job titles with the highest wage rates, best opportunities and most responsibility. The next highest level of job titles are similarly checked off in job group 2 and so on.
4. If two job titles have similar pay rate, opportunity and responsibility, they may be checked off in the same job group. But you may not skip a job group within an occupational category: THE RANKINGS IN EACH OCCUPATIONAL CATEGORY MUST BEGIN WITH JOB GROUP 1, THEN JOB GROUP 2, THEN JOB GROUP 3 AND SO ON. (It is not necessary to reach Job Group 5, and in fact most small and medium-sized organizations do not).

NOTE: UNDER LIMITED CIRCUMSTANCES, DLS WILL ALLOW MORE THAN FIVE JOB GROUPS TO BE ESTABLISHED IN AN OCCUPATIONAL CATEGORY, BUT IN NO INSTANCE WILL MORE THAN TEN JOB GROUPS BE ALLOWED. IF YOU BELIEVE THAT MORE THAN FIVE JOB GROUPS IN ANY OCCUPATIONAL CATEGORY IS ABSOLUTELY NECESSARY, YOU MAY CALL DLS AND ASK FOR THE TECHNICAL ASSISTANCE UNIT AT (212) 513-6342 or 618-8836.

COLUMNS 5 - 15: (INCUMBENTS)

1. In Column 5, record the total number of your current employees by job title.
2. In Columns 6-15, distribute by sex and minority status (see below), the total number of incumbents in each job title. Add the totals in column 5 for the entire occupational category (e.g., Managers) and place the resulting number in the box at the top left hand corner of the page. If there are no incumbents in an occupational category, you must report zero (0).
3. "Minority," "Minorities," or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut)

These groups are defined as follows:

Black: descended from any of the Black African racial groups and not of Spanish origin;

Hispanic: of Mexican, Puerto Rican, Cuban, Dominican, Central or South American Spanish origin or culture regardless of race;

Asian or Pacific Islander: descended from any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands;

Native American, Alaskan Native: descended from any of the original peoples of North America or Alaska and maintaining identifiable tribal affiliation through membership and participation or community recognition.

4. The incumbents reported should reflect a snapshot of your workforce as of the date your Employment Report was completed.

FORM B. NEW HIRES FORM/TRACKING EMPLOYEES HIRED OVER THE LAST THREE YEARS

FILL OUT THIS FORM AS FOLLOWS: (See page 11 of ER)

1. The New Hires Form calls for information concerning only those employees hired over the last three years, *including those who are no longer with your firm.*

2. If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Column 1 - Social Security No. or Employee ID No.

1. Write the social security number or employee ID number of all employees hired. Each permanent ID number must be employee specific.

Columns 2-3: Sex and Race/Ethnic Code

1. Using the codes at the bottom of the form, fill in the sex and race of each employee listed in column 1.
2. "Minority," "Minorities," " or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on page 10 of these Instructions.

Column 4 - Year of Hire

1. Enter year of hire for each employee hired within the past three years.
2. If there are no "new hires" for one or more of the past three years, please indicate this at the certification box located below the legends.

Column 5 - Company Job Number at Hire

1. List the company job number (Form A, Column 2) for the title in which the employee was hired.
2. All company job numbers utilized on this form must be reported on Form A, even if the job title that the job number represents no longer exists.

-----+
NOTE: IF A COMPANY NUMBER IS LISTED AS A THREE DIGIT NUMBER ON THE JOB CLASSIFICATION AND INCUMBENTS FORM (i.e. 006), THAT PRECISE THREE DIGIT NUMBER MUST BE UTILIZED IN THIS COLUMN AND IN COLUMN 8. DO NOT SUBSTITUTE 6 FOR 006.
-----+

Column 6 - Matching Census Code

1. Refer to the census codes which were assigned to the job titles on Form A. List the census code assigned to the company job title into which the employee was hired.
2. When the same company job number is listed more than once in column 5, the same census code must be assigned each time that company job number is reported.
3. Where applicable, the same census code may be assigned to different company job numbers. For example, job titles senior accountant and junior accountant may both be assigned detailed census code 023 (accountants and auditors).

4. If you are unable to find a suitable census code match for one or more of your company job titles, fill in the Job Description Form in the Employment Report, page 15) and DLS will match it to a census code.

Column 7 - Weekly Salary at Hire

1. Report the weekly salary of each employee listed at hire. If not weekly, salaries must still be listed in a uniform manner (i.e., monthly salaries instead of weekly).

Column 8 - Current Company Job Number

1. Enter the current company job number of each employee listed. This may or may not be a change from column 5, depending on whether there was a change in job title (promotion, transfer, demotion) for the employee.
2. If any employee listed as a new hire is no longer with your firm, place an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employee retired and a "D" if the employee is deceased.

+-----+
| NOTE: REMEMBER THAT ALL COMPANY JOB NUMBERS UTILIZED ON THIS FORM MUST |
| HAVE BEEN REPORTED ON FORM A. |
+-----+

Column 9 - Weekly Current Salary

1. Enter the current salary of each employee listed. This may or may not be a change from column 7. This salary must be reported in the same uniform manner (i.e. weekly, monthly) as column 7.
2. If any employee listed is no longer with your firm, place an "I", "V", "R", or a "D" in this column as appropriate.

FORM C. TERMINATIONS FORM/EMPLOYMENT TERMINATIONS
OVER THE LAST THREE YEARS

FILL OUT THIS FORM AS FOLLOWS: (See page 12 of the ER)

1. The Terminations Form calls for information concerning only those employees whose employment terminated over the last three years. If no termination occurred in any of the past three years, indicate this fact in the certification box.
2. If any required information is unavailable, please contact the city agency with which you are contracting (contracting agency). If you are contracting through the Department of General Services/Division of Municipal Supplies, you must contact the Division of Labor Services directly.

Column 1: Social Security No. or Employee ID No.

1. Write the social security number or other permanent employee ID number for each employee listed. Each permanent ID number utilized must be employee specific. Please be sure that all employees listed on the "New Hires Form" as terminated (with a "V", "R", "I" or "D" in columns 8 and 9) are consistently reported on this Form.

Columns 2-3: Sex and Race/Ethnic Code

1. Using the codes at the bottom of the form fill in the sex and race of each employee listed in column 1.
2. "Minority," "Minorities," " or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on page 10 of these Instructions.

Column 4: Age at Termination

1. Indicate the age of each employee listed. PLEASE DO NOT GIVE BIRTHDATES.

Column 5: Year of Hire

1. If any employee listed on this form was rehired, enter the year of last hire.

Column 6: Last Company Job Number

1. Enter the last company job number assigned to terminees (this number must be from the job numbers assigned on Form A, column 2). Remember that all company job numbers utilized on this form must be reported on the Form A, even if the title and number no longer exist.

Column 7: Year of Termination

1. Indicate the year of employee's termination.

Column 8: Type of Termination

1. Indicate the type of termination by placing an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employees retired or a "D" if the employee is deceased.

+-----+
| NOTE: REMEMBER THAT ALL COMPANY JOB NUMBERS UTILIZED ON THIS FORM |
| MUST HAVE BEEN REPORTED ON FORM A. |
+-----+

Instruction for Completing Questions for
ICIP Applicant/Developer Contractor Information

- (a, b) State the lot and block number for this project.
- (c) State the address of the project and a trade-specific description of the work to be performed.
- (d) State the borough in which this work is being performed.
- (e) State the preliminary application number issued by the Department of Finance.
- (f) State the organizational or corporate name of the applicant of this tax abatement.
- (g) State the address for the headquarters of the organization, listed in (f).
- (h, i) State the name, title and telephone number of the person to contact at the organization listed in (f).
- (j) State your corporation or organization's employer identification or social security number used for tax purposes.
- (k) State the name of any organization or corporate entity with which your organization has contracted a consultant on this project.
- (l) State the cost of this construction project as estimated on the preliminary application form.
- (m) State the commencement date for this entire project.
- (n) State the completion date for this entire project.
- (o) Indicate whether your organization or corporate entity has contracted with a Construction Manager or general Contractor on this project. (It is possible that this project will use both Construction Managers and General Contractors; if so, please indicate this fact. It is possible that the work on this project will be performed and/or monitored in phases. If there is more than one Construction Manager, please indicate this.
- (p- s) State the organizational corporate name, address and contact person of the entity(ies) represented in response to (o). Also, indicate the proposed contract amount(s).
- (t) Indicate whether subcontractors are being used on this project. If more than one subcontractor is being used, indicate the number of subcontractors in the bracket next to the "yes" response, here.
- (u- x) State the organizational or corporate name, address, and contact person or the entity represented in response to (t). Also, indicate the proposed contract amount(s).

SIGNATURE PAGE (See page 8 of the ER)

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement.

+-----+
| THE SIGNATURE PAGE MUST BE COMPLETED IN ITS ENTIRETY AND |
| NOTARIZED. ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED. |
+-----+

rev. 4/94

FORM A: JOB CLASSIFICATION AND INCUMBENTS FORM

CONTRACTOR NAME TOM JONES CONTRACTING CORP.

Occupational Category (CIRCLE ONE) * MGRS PROF TECH SAL CLER SERV FARM CRT OPER LABR

Total number of incumbents in this category 20

FACILITY LOCATION: LAS VEGAS FACTORY

MALES

FEMALES

(1) Company Job Title	(2) Company Job No.	(3) Census Code**	(4) Job Group Assignment for this occupational category					(5) Total in Title	(6) W(non-Hisp)	(7) Bl(non-Hisp)	(8) Hisp	(9) Asian	(10) Nat Amer	(11) W(non-Hisp)	(12) Bl(non-Hisp)	(13) Hisp	(14) Asian	(15) Nat Amer
			1	2	3	4	5											
PRESIDENT	01901	004	X				1	1										
MGR. PURCHASING	04412	009		X			1						1					
QUALITY CONTROL MANAGER	04560	022			X		4	2	1	1								
COMPUTER MANAGER	04570	022			X		2	2										
MANAGEMENT ANALYST	04890	026				X	2	1	1						1			
REGIONAL MANAGER	03352	022			X		3	1					1	1				
ACCOUNTANT	03751	023				X												
MANAGER INFORMATION	01939	022			X		2			1			1					
INVENTORY CONTROL MANAGER	02240	022			X		1	1										
CONSTRUCTION MANAGER	03351	022			X		1						1					
EXECUTIVE ASSISTANT	03750	037				X	1										1	
SALES MANAGER	01701	022				X	1	1										

*Please include on each sheet information concerning only 1 occupational category (see ER instructions Appendix B, page 24 for Occupational Categories)

**See ER Instructions Appendix B, for Census Codes

NOTE: Make as many copies of this form as you require for each occupational category.

CONTRACTOR NAME: TOM JONES CONTRACTING CORP.
 FORM B: NEW HIRES FORMTRACKING
 EMPLOYEES HIRED OVER THE LAST THREE YEARS

FACILITY LOCATION: LAS VEGAS FACTORY

Employee Characteristics		At-Hire Information			Current Information			
(1) Social Security No. or Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Year of Hire	(5) Company Job Number at Hire	(6) Matching Census Code (c)	(7) Weekly Salary at Hire	(8) Current Company Job Number (d)	(9) Weekly Current Salary
000-01-0001	F	W	93	00120	313	320	1	1
000-02-0002	F	A	94	00310	785	418	03720	520
000-03-0003	F	B	94	00310	785	398	03706	500
000-04-0004	M	A	94	00310	785	400	00310	498
000-05-0005	M	B	94	00310	785	418	00360	520
000-06-0006	F	W	93	00310	785	418	00310	515
000-07-0007	M	A	93	00310	785	398	00310	498
000-08-0008	M	B	93	00310	785	418	01680	520
000-09-0009	F	W	94	00310	785	398	00310	500
000-10-0010	F	B	93	00310	785	400	00310	510

(a)

(b)

(c)

(d)

M: Male
F: Female

W: White(non-Hisp).
B: Black(non-Hisp)
H: Hispanic
A: Asian
N: Native American

see Appendix B
for a listing of
the 1990 Census
codes

V: Voluntarily terminated
employment (Resigned)
I: Involuntarily terminated
Employment (Discharged/Lay off)
R: Retired
D: Deceased

I certify that there were no new hires in 199 /200
 NOTE: Make as many copies of this form as you require.



CONTRACTOR NAME: TOM JONES CONTRACTING CORP.
 FORM C: TERMINATIONS FORM
 EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

FACILITY LOCATION: LAS VEGAS FACTORY

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Social Security No. or Employee ID No.	Sex (a)	Race Ethnic Code (b)	Age at Termination	Year of Hire	Last Company Job Number	Year of Termination	Type of Termination(c)
001-00-0002	F	B	37	93	00310	94	I
002-00-0003	F	W	28	93	03720	94	R
003-00-0004	M	B	26	93	03720	93	I
004-00-0005	F	H	27	93	00310	94	R
005-00-0006	F	B	44	94	03720	94	R
006-00-0007	M	H	36	94	01520	94	I
008-00-0009	M	W	32	93	02361	94	R
010-00-0011	M	B	29	94	00310	94	I
011-00-0012	F	B	24	94	00310	94	R
012-00-0013	M	H	42	94	04950	94	R
014-00-0015	F	W	32	93	00310	93	I

(a)

M: Male
 F: Female

(b)

W: White(non-Hisp)
 B: Black(non-Hisp)
 H: Hispanic
 A: Asian
 N: Native American

(c)
 see Appendix B
 for a listing of
 the 1990 Census
 codes

(d)

V: Voluntarily terminated
 employment (Resigned)
 I: Involuntarily terminated
 Employment (Discharged/Lay off)
 R: Retired
 D: Deceased

I certify that there were no terminations in 199__/200__
 NOTE: Make as many copies of this form as you require.

APPENDIX A: INDUSTRY CODES

INDUSTRY CATEGORY

AGRICULTURE, FORESTRY, AND FISHERIES

010 Agricultural production, crops
011 Agricultural production, livestock
012 Veterinary services
020 Landscape and horticultural services
030 Agricultural services, n.e.c.
031 Forestry
032 Fishing, hunting, and trapping

MINING

040 Metal mining
041 Coal mining
042 Oil and gas extraction
050 Nonmetallic mining and quarrying, except fuels

060 CONSTRUCTION

MANUFACTURING

Nondurable Goods

Food and kindred products
100 Meat products
101 Dairy products
102 Canned, frozen, and preserved fruits and vegetables
110 Grain Mill products
111 Bakery products
112 Sugar and confectionery products
120 Beverage industries
121 Miscellaneous food preparations and kindred products
122 Not specified food industries
130 Tobacco manufactures

Textile mill products
132 Knitting mills
140 Dyeing and finishing textiles, except wool and knit goods
141 Carpets and rugs
142 Yarn, thread, and fabric mills
150 Miscellaneous textile mill products

Apparel and other finished textile products
151 Apparel and accessories, except knit
152 Miscellaneous fabricated textile products

Paper and allied products
160 Pulp, paper, and paperboard mills
161 Miscellaneous paper and pulp products
162 Paperboard containers and boxes

Printing, publishing, and allied industries
171 Newspaper publishing and printing
172 Printing, publishing, and allied industries, except newspapers

Chemicals and allied products
180 Plastics, synthetics, and resins
181 Drugs
182 Soaps and cosmetics
190 Paints, varnishes, and related products
191 Agricultural chemicals
192 Industrial and miscellaneous chemicals

Petroleum and coal products
200 Petroleum refining
201 Miscellaneous petroleum and coal products

Rubber and miscellaneous plastic products
210 Tires and inner tubes
211 Other rubber products, and plastics footwear and belting
212 Miscellaneous plastics products

Leather and leather products
220 Leather tanning and finishing
221 Footwear, except rubber and plastic
222 Leather products, except footwear

DURABLE GOODS

Lumber and wood products, except furniture
230 Logging
231 Sawmills, planning mills, and millwork
232 Wood buildings and mobile homes
241 Miscellaneous wood products
242 Furniture and fixtures

Stone, clay, glass and concrete products
250 Glass and glass products
251 Cement, concrete, gypsum, and plaster products
252 Structural clay products
261 Pottery and related products
262 Miscellaneous nonmetallic mineral and stone products

Metal industries
270 Blast furnaces, steelworks, rolling and finishing mills
271 Iron and steel foundries
272 Primary aluminum industries
280 Other primary metal industries
281 Cutlery, hand tools, and general hardware
282 Fabricated structural metal products
290 Screw machine products
291 Metal forging and stampings
292 Ordinance
300 Miscellaneous fabricated metal products
301 Not specified metal industries

Machinery and computing equipment
310 Engines and turbines
311 Farm machinery and equipment
312 Construction and material handling machines
320 Metalworking machinery
321 Office and accounting machines
322 Computers and related equipment
331 Machinery, except electrical, n.e.c.
332 Not specified machinery

Electrical machinery, equipment and supplies
340 Household appliances
341 Radio, TV, and communication equipment
342 Electrical machinery, equipment and supplies, n.e.c.
350 Not specified electrical machinery, equipment and supplies

Transportation equipment
351 Motor vehicles and motor vehicle equipment
352 Aircraft and parts
360 Ship and boat building and repairing
361 Railroad locomotives and equipment
362 Guided missiles, space vehicles, and parts
370 Cycles and miscellaneous transportation equipment

Professional and photographic equipment, and watches
371 Scientific and controlling instruments
372 Medical, dental, and optical instruments and supplies
380 Photographic equipment and supplies
381 Watches, clock and clockwork operated devices
390 Toys, amusement and sporting goods
391 Miscellaneous manufacturing industries
392 Not specified manufacturing industries

TRANSPORTATION, COMMUNICATIONS AND OTHER PUBLIC UTILITIES

Transportation
400 Railroads
401 Bus service and urban transit
402 Taxicab service
410 Trucking service
411 Warehousing and storage
412 U.S. Postal Service
420 Water transportation
421 Air transportation
422 Pipe lines, except natural gas
432 Services incidental to transportation

Communications
440 Radio and television broadcasting and cable
441 Telephone communications
442 Telegraph and miscellaneous communication services

Utilities and sanitary services
450 Electric light and power
451 Gas and steam supply systems
452 Electric and gas, and other combinations
470 Water supply and irrigation
471 Sanitary services
472 Not specified utilities

WHOLESALE TRADE

Durable Goods

500 Motor vehicles and equipment
501 Furniture and home furnishings
502 Lumber and construction materials
510 Professional and commercial equipment and supplies
511 Metals and minerals, except petroleum
512 Electrical goods
521 Hardware, plumbing and heating supplies
530 Machinery, equipment and supplies
531 Scrap and waste materials
532 Miscellaneous wholesale, durable goods

Nondurable Goods

540 Paper and paper products
541 Drugs, chemicals and allied products
542 Apparel, fabrics and notions
550 Groceries and related products
551 Farm-product raw materials
552 Petroleum products
560 Alcoholic beverages
561 Farm supplies
562 Miscellaneous wholesales, nondurable goods
571 Not specified wholesale trade

RETAIL TRADE

580 Lumber and building material retailing
581 Hardware stores
582 Retail nurseries and garden stores
590 Mobile home dealers
591 Department stores
592 Variety stores
600 Miscellaneous general merchandise stores
601 Grocery stores
602 Dairy products stores
610 Retail bakeries
611 Food stores, n.e.c.
612 Motor vehicle dealers
620 Auto and home supply stores
621 Gasoline service stations
622 Miscellaneous vehicle dealers
623 Apparel and accessory stores, except shoe
630 Shoe stores
631 Furniture and home furnishings stores
632 Household appliance stores
633 Radio, TV, and computer stores
640 Music stores
641 Eating and drinking places
642 Drug stores
650 Liquor stores
651 Sporting goods, bicycles and hobby stores
652 Book and stationery stores
660 Jewelry stores
661 Gift, novelty, and souvenir shops
662 Sewing, needlework and piece goods stores
663 Catalog and mail order houses
670 Vending machine operators
671 Direct selling establishments
672 Fuel dealers
681 Retail florists
682 Miscellaneous retail stores
691 Not specified retail trade

FINANCE, INSURANCE AND REAL ESTATE

700 Banking
701 Savings institutions, including credit unions
702 Credit agencies, n.e.c.
710 Security, commodity brokerage, and investment companies
711 Insurance
712 Real estate, including real estate-insurance offices

BUSINESS AND REPAIR SERVICES

721 Advertising
722 Services to dwellings and other buildings
731 Personnel supply services
732 Computer and data processing services
740 Detective and protective services
741 Business services, n.e.c.
742 Automotive rental and leasing, without divers
750 Automotive parking and carwashes
751 Automotive repair and related services
752 Electrical repair shops
760 Miscellaneous repair services

PERSONAL SERVICES

761 Private households
762 Hotel and motels
770 Lodging places, except hotels and motels
771 Laundry, cleaning and garment services
772 Beauty shops
780 Barber shops
781 Funeral service and crematories
782 Shoe repair shops
790 Dressmaking shops
791 Miscellaneous personal services

ENTERTAINMENT AND RECREATION SERVICES

800 Theaters and motion pictures
801 Video tape rental
802 Bowling centers
810 Miscellaneous entertainment and recreation services

PROFESSIONAL AND RELATED SERVICES

812 Offices and clinics of physicians
820 Offices and clinics of dentists
821 Offices and clinics of chiropractors
822 Offices and clinics of optometrists
830 Offices and clinics of health practitioners, n.e.c.
831 Hospitals
832 Nursing and personal care facilities
840 Health services, n.e.c.
841 Legal services
842 Elementary and secondary schools
850 Colleges and universities
851 Vocational schools
852 Libraries
860 Educational services, n.e.c.
861 Job training and vocational rehabilitation services
862 Child day care services
863 Family child care homes
870 Residential care facilities, without nursing
871 Social services, n.e.c.
872 Museums, art galleries, and zoos
873 Labor unions
880 Religious organizations
881 Membership organizations, n.e.c.
882 Engineering, architectural and surveying services
890 Accounting, auditing and bookkeeping services
891 Research, development, and testing services
892 Management and public relations services
893 Miscellaneous professional and related services

PUBLIC ADMINISTRATION

900 Executive and legislative offices
901 General government, n.e.c.
910 Justice, public order, safety
921 Public finance, taxation, and monetary policy
922 Administration of human resources programs
930 Administration of environmental quality and housing programs
931 Administration of economic programs
932 National security and international affairs

ACTIVE DUTY MILITARY

Armed Forces

940 Army
941 Air Forces
942 Navy
950 Marines
951 Coast Guard
952 Armed Forces, Branch not specified
960 Military Reserves or National Guard

EXPERIENCED UNEMPLOYED NOT CLASSIFIED BY INDUSTRY

992 Last worked 1984 or earlier

APPENDIX B: OCCUPATIONAL CATEGORIES AND CENSUS CODES

BROAD CENSUS OCCUPATIONAL CATEGORIES

1. **Executive, Administrative and Managerial Occupations**
(*Managerial*) Codes 003 through 037
2. **Professional Specialty Occupations**
(*Professional*) Codes 043 through 199
3. **Technician and Related Support Occupations**
(*Technicians*) Codes 203 through 235
4. **Sales Occupations**
(*Sales*) Codes 243 through 285
5. **Administrative Support Occupations, Including Clerical**
(*Clerical*) Codes 303 through 389
6. **Service Occupations, Except Private Household**
(*Service*) Codes 403 through 469
7. **Farming, Forestry & Fishing**
(*Farm*) Codes 473 through 499
8. **Precision Production, Craft and Regular Occupations**
(*Crafts*) Codes 503 through 699
9. **Operators, Fabricators & Laborers**
(*Operators*) Codes 703 through 889
10. **Military Occupations**
(*Military*) Codes 903 through 905
11. **Experienced Unemployed Not Classified by Occupation**
(*Unemployed*) Code 909

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| PLEASE TURN PAGE |
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1990 CENSUS DETAILED LISTING OF OCCUPATIONAL TITLE CODES

1990
CENSUS
CODE

1. EXECUTIVE, ADMINISTRATIVE, AND MANAGERIAL OCCUPATIONS
(*"Managerial"*)

003 Legislators
004 Chief executives and general administrators, public administration
005 Administrators and officials, public administration
006 Administrators, protective services
007 Financial managers
008 Personnel and labor relations managers
009 Purchasing managers
013 Managers, marketing, advertising, and public relations
014 Administrators, education and related fields
015 Managers, medicine and health
016 Postmasters and mail superintendents
017 Managers, food serving and lodging establishments
018 Managers, properties and real estate
019 Funeral directors
021 Managers, service organizations, n.e.c.
022 Managers and administrators, n.e.c.

Management Related Occupations

023 Accountants and auditors
024 Underwriters
025 Other financial officers
026 Management analysts
027 Personnel, training, and labor relations specialists
028 Purchasing agents and buyers, farm products
029 Buyers, wholesale and retail trade except farm products
033 Purchasing agents and buyers, n.e.c.
034 Business and promotion agents
035 Construction inspectors
036 Inspectors and compliance officers, except construction
037 Management related occupations, n.e.c.

2. PROFESSIONAL SPECIALTY OCCUPATIONS
(*"Professional"*)

Engineers, Architects, and Surveyors
Architects

043

Engineers
044 Aerospace
045 Metallurgical and materials
046 Mining
047 Petroleum
048 Chemical
049 Nuclear
053 Civil
054 Agricultural
055 Electrical and electronic
056 Industrial
057 Mechanical
058 Marine and naval architects
059 Engineers, n.e.c.
063 Surveyors and mapping scientists

Mathematical and Computer Scientists
064 Computer systems analysts and scientists
065 Operations and systems researchers and analysts
066 Actuaries
067 Statisticians
068 Mathematical scientists, n.e.c.

Natural Scientists
069 Physicists and astronomers
073 Chemists, except biochemists
074 Atmospheric and space scientists
075 Geologists and geodesists
076 Physical scientists, n.e.c.
077 Agricultural and food scientists
078 Biological and life scientists
079 Forestry and conservation scientists
083 Medical scientists

Health Diagnosing Occupations
084 Physicians
085 Dentists
086 Veterinarians
087 Optometrists
088 Podiatrists
089 Health diagnosing practitioners, n.e.c.

Health Assessment and Treating Occupations
095 Registered nurses
096 Pharmacists
097 Dieticians

Therapists
098 Respiratory therapists
099 Occupational therapists
103 Physical therapists
104 Speech therapists
105 Therapists, n.e.c.
106 Physicians' assistants

Teachers, Postsecondary
113 Earth, environmental, and marine science teachers
114 Biological science teachers
115 Chemistry teachers
116 Physics teachers
117 Natural science teachers, n.e.c.
118 Psychology teachers
119 Economics teachers
123 History teachers
124 Political science teachers
125 Sociology teachers
126 Social science teachers, n.e.c.
127 Engineering teachers
128 Mathematical science teachers
129 Computer science teachers
133 Medical science teachers
134 Health specialties teachers
135 Business, commerce, and marketing teachers
136 Agriculture and forestry teachers
137 Art, drama, and music teachers
138 Physical education teachers
139 Education teachers

143 English teachers
144 Foreign language teachers
145 Law teachers
146 Social work teachers
147 Theology teachers
148 Trade and industrial teachers
149 Home economics teachers
153 Teachers, postsecondary, n.e.c.
154 Postsecondary teachers, subject not specified

Teachers, Except Postsecondary
155 Teachers, prekindergarten and kindergarten
156 Teachers, elementary school
157 Teachers, secondary school
158 Teachers, special education
159 Teachers, n.e.c.
163 Counselors, educational, and vocational

Librarians, Archivists, and Curators
164 Librarians
165 Archivists and curators

Social Scientists and Urban Planners
166 Economists
167 Psychologists
168 Sociologists
169 Social scientists, n.e.c.
173 Urban planners

Social, Recreation, and Religious Workers
174 Social workers
175 Recreation workers
176 Clergy
177 Religious workers, n.e.c.

Lawyers and Judges
178 Lawyers
179 Judges

Writers, Artists, Entertainers, and Athletes
183 Authors
184 Technical writers
185 Designers
186 Musicians and composers
187 Actors and directors
188 Painters, sculptors, craft-artists, and artist printmakers
189 Photographers
193 Dancers
194 Artists, performers, and related workers, n.e.c.
195 Editors and reporters
197 Public relations specialists
198 Announcers
199 Athletes

3. TECHNICIANS AND RELATED SUPPORT OCCUPATIONS
(*"Technicians"*)

Health Technologists and Technicians
203 Clinical laboratory technologists and technicians
204 Dental hygienists
205 Health record technologists and technicians
206 Radiologic technicians
207 Licensed practical nurses
208 Health technologists and technicians, n.e.c.

Technologists and Technicians, Except Health
Engineering and Related Technologists and Technicians
213 Electrical and electronic technicians
214 Industrial engineering technicians
215 Mechanical engineering technicians
216 Engineering technicians, n.e.c.
217 Drafting occupations
218 Surveying and mapping technicians

Science Technicians
223 Biological technicians
224 Chemical technicians
225 Science technicians, n.e.c.

Technicians, Except Health, Engineering, and Science
226 Airplane pilots and navigators
227 Air traffic controllers
228 Broadcast equipment operators
229 Computer programmers
233 Tool programmers, numerical control
234 Legal assistants
235 Technicians, n.e.c.

4. SALES OCCUPATIONS

("Sales")

243 Supervisors and proprietors, sales occupations

Sales Representatives, Finance and Business Services
253 Insurance sales occupations
254 Real estate sales occupations
255 Securities and financial services sales occupations
256 Advertising and related sales occupations
257 Sales occupations, other business services

Sales Representatives, Commodities Except Retail
258 Sales engineers
259 Sales representatives, mining, manufacturing, and wholesale

Sales Workers, Retail and Personal Services
263 Sales workers, motor vehicles and boats
264 Sales workers, apparel
265 Sales workers, shoes
266 Sales workers, furniture and home furnishings
267 Sales workers; radio, TV, hi-fi, and appliances
268 Sales workers, hardware and building supplies
269 Sales workers, parts
274 Sales workers, other commodities
275 Sales counter clerks
276 Cashiers
277 Street and door-to-door sales workers
278 News vendors

Sales Related Occupations
283 Demonstrators, promoters and models, sales
284 Auctioneers
285 Sales support occupations, n.e.c.

5. ADMINISTRATIVE SUPPORT OCCUPATIONS, INCLUDING CLERICAL
("Clerical")

Supervisors, Administrative Support Occupations
303 Supervisors, general office
304 Supervisors, computer equipment operators
305 Supervisors, financial records processing
306 Chief communications operators
307 Supervisors, distribution, scheduling, and adjusting clerks

Computer equipment operators
308 Computer operators
309 Peripheral equipment operators

Secretaries, Stenographers and Typists
313 Secretaries
314 Stenographers
315 Typists

Information Clerks
316 Interviewers
317 Hotel clerks
318 Transportation ticket and reservation agents
319 Receptionists
323 Information clerks, n.e.c.

Records Processing Occupations, Except Financial
325 Classified-ad clerks
326 Correspondence clerks
327 Order clerks
328 Personnel clerks, except payroll and timekeeping
329 Library clerks
335 File clerks
336 Records clerks

Financial Records Processing Occupations
337 Bookkeepers, accounting, and auditing clerks
338 Payroll and timekeeping clerks
339 Billing clerks
343 Cost and rate clerks
344 Billing, posting, and calculating machine operators

Duplicating, Mail and Other Office Machine Operators
345 Duplicating machine operators
346 Mail preparing and paper handling machine operators
347 Office machine operators, n.e.c.

Communications Equipment Operators
348 Telephone operators
353 Communications equipment operators, n.e.c.

Mail and Message Distributing Occupations
354 Postal clerks, exc. mail carriers
355 Mail carriers, postal service
356 Mail clerks, exc. postal service
357 Messengers

Material Recording, Scheduling, and Distributing Clerks, n.e.c.
359 Dispatchers
363 Production coordinators
364 Traffic, shipping, and receiving clerks
365 Stock and inventory clerks

366 Meter readers
368 Weighers, measurers, checkers, and samplers
373 Expeditors
374 Material recording, scheduling, and distributing clerks, n.e.c.

Adjusters and investigators

375 Insurance adjusters, examiners, and investigators
376 Investigators and adjusters, except insurance
377 Eligibility clerks, social welfare
378 Bill and account collectors

Miscellaneous Administrative Support Occupations

379 General office clerks
383 Bank tellers
384 Proofreaders
385 Data-entry keyers
386 Statistical clerks
387 Teachers' aides
389 Administrative support occupations, n.e.c.

6. SERVICE OCCUPATIONS

("Service")

Private Household Occupations

403 Launderers and ironers
404 Cooks, private household
405 Housekeepers and butlers
406 Child care workers, private household
407 Private household cleaners and servants

Protective Service Occupations

Supervisors, Protective Service Occupations

413 Supervisors, firefighting and fire prevention occupations
414 Supervisors, police and detectives
415 Supervisors, guards

Firefighting and Fire Prevention Occupations

416 Fire inspection and fire prevention occupations
417 Firefighting occupations

Police and Detectives

418 Police and detectives, public service
423 Sheriffs, bailiffs, and other law enforcement officers
424 Correctional institution officers

Guards

425 Crossing guards
426 Guards and police, exc. public service
427 Protective service occupations, n.e.c.

Service Occupations, Except Protective and Household

Food Preparation and Service Occupations

433 Supervisors, food preparation and service occupations
434 Bartenders
435 Waiters and waitresses
436 Cooks
438 Food counter, fountain and related occupations
439 Kitchen workers, food preparation
443 Waiters'/waitresses' assistants
444 Miscellaneous food preparation occupations

Health Service Occupations
445 Dental assistants
446 Health aides, except nursing
447 Nursing aides, orderlies, and attendants

Cleaning and Building Service Occupations, except Household
448 Supervisors, cleaning and building service workers
449 Maids and housemen
453 Janitors and cleaners
454 Elevator operators
455 Pest control occupations

Personal Service Occupations
456 Supervisors, personal service occupations
457 Barbers
458 Hairdressers and cosmetologists
459 Attendants, amusement and recreation facilities
461 Guides
462 Ushers
463 Public transportation attendants
464 Baggage porters and bellhops
465 Welfare service aides
466 Family child care providers
467 Early childhood teacher's assistants
468 Child care workers, n.e.c.
469 Personal service occupations, n.e.c.

7. FARMING, FORESTRY, AND FISHING OCCUPATIONS
("Farm")

Farm operators and managers
473 Farmers, except horticultural
474 Horticultural specialty farmers
475 Managers, farms, except horticultural
476 Managers, horticultural specialty farms

Farm Occupations, Except Managerial
477 Supervisors, farm workers
479 Farm workers
483 Marine life cultivation workers
484 Nursery workers

Related Agricultural Occupations
485 Supervisors, related agricultural occupations
486 Groundkeepers and gardeners, except farm
487 Animal caretakers, except farm
488 Graders and sorters, agricultural products
489 Inspectors, agricultural products

Forestry and Logging Occupations
494 Supervisors, forestry and logging workers
495 Forestry workers, except logging
496 Timber cutting and logging occupations

Fishers, Hunters, and Trappers
497 Captains and other officers, fishing vessels
498 Fishers
499 Hunters and trappers

8. PRECISION PRODUCTION, CRAFT, AND REPAIR OCCUPATIONS
("Crafts")

Mechanics and Repairers

- 503 Supervisors, mechanics and repairers
- Mechanics and Repairers, Except Supervisors
 - Vehicle and Mobile Equipment Mechanics and Repairers
 - 505 Automobile mechanics
 - 506 Automobile mechanic apprentices
 - 507 Bus, truck, and stationary engine mechanics
 - 508 Aircraft engine mechanics
 - 509 Small engine repairers
 - 514 Automobile body and related repairers
 - 515 Aircraft mechanics, except engine
 - 516 Heavy equipment mechanics
 - 517 Farm equipment mechanics
 - 518 Industrial machinery repairers
 - 519 Machinery maintenance occupations
 - Electrical and Electronic Equipment Repairers
 - 523 Electronic repairers, communications and industrial equipment
 - 525 Data processing equipment repairers
 - 526 Household appliance and power tool repairers
 - 527 Telephone line installers and repairers
 - 529 Telephone installers and repairers
 - 533 Miscellaneous electrical and electronic equipment repairers
 - 534 Heating, air conditioning, and refrigeration mechanics
 - Miscellaneous Mechanics and Repairers
 - 535 Camera, watch, and musical instrument repairers
 - 536 Locksmiths and safe repairers
 - 538 Office machine repairers
 - 539 Mechanical controls and valve repairers
 - 543 Elevator installers and repairers
 - 544 Millwrights
 - 547 Specified mechanics and repairers, n.e.c.
 - 549 Not specified mechanics and repairers
- Construction Trades
 - Supervisors, construction occupations
 - 553 Supervisors, brickmasons, stonemasons, and tile setters
 - 554 Supervisors, carpenters and related workers
 - 555 Supervisors, electricians and power transmission installers
 - 556 Supervisors, painters, paperhangers, and plasterers
 - 557 Supervisors, plumbers, pipefitters, and steam fitters
 - 558 Supervisors, construction n.e.c.
- Construction Trades, Except Supervisors
 - 563 Brickmasons and stonemasons
 - 564 Brickmason and stonemason apprentices
 - 565 Tile setters, hard and soft
 - 566 Carpet installers
 - 567 Carpenters
 - 569 Carpenter apprentices
 - 573 Drywall installers
 - 575 Electricians
 - 576 Electrician apprentices
 - 577 Electrical power installers and repairers
 - 579 Painters, construction and maintenance
 - 583 Paperhangers
 - 584 Plasterers
 - 585 Plumbers, pipefitters, and steamfitters
 - 587 Plumber, pipefitter, and steamfitter apprentices

588 Concrete and terrazzo finishers
589 Glaziers
593 Insulation workers
594 Paving, surfacing, and tamping equipment operators
595 Roofers
596 Sheetmetal duct installers
597 Structural metal workers
598 Drillers, earth
599 Construction trades, n.e.c.

Extractive Occupations
613 Supervisors, extractive occupations
614 Drillers, oil well
615 Explosives workers
616 Mining machine operators
617 Mining occupations, n.e.c.

Precision Production Occupations
628 Supervisors, production occupations

Precision Metal Working Occupations
634 Tool and die makers
635 Tool and die makers apprentices
636 Precision assemblers, metal
637 Machinists
639 Machinist apprentices
643 Boilermakers
644 Precision grinders, fitters and tool sharpeners
645 Patternmakers and model makers, metal
646 Lay-out workers
647 Precious stones and metals workers (Jewelers)
649 Engravers, metal
653 Sheet metal workers
654 Sheet metal worker apprentices
655 Miscellaneous precision metal workers

Precision Woodworking Occupations
656 Patternmakers and model makers, wood
657 Cabinet makers and bench carpenters
658 Furniture and wood finishers
659 Miscellaneous precision woodworkers

Precision Textile, Apparel, and Furnishings Machine Workers
666 Dressmakers
667 Tailors
668 Upholsterers
669 Shoe repairers
674 Miscellaneous precision apparel and fabric workers

Precision Workers, Assorted Materials
675 Hand molders and shapers, except jewelers
676 Patternmakers, lay-out workers, and cutters
677 Optical goods workers
678 Dental laboratory and medical appliance technicians
679 Bookbinders
683 Electrical and electronic equipment assemblers
684 Miscellaneous precision workers, n.e.c.

Precision Food Production Occupations
686 Butchers and meat cutters
687 Bakers
688 Food batchmakers

Precision Inspectors, Testers, and Related Workers
689 Inspectors, testers, and graders
693 Adjusters and calibrators

Plant and System Operators
694 Water and sewage treatment plant operators
695 Power plant operators
696 Stationary engineers
699 Miscellaneous plant and system operators

9. OPERATORS, FABRICATORS, AND LABORERS
("Operators")

Machine Operators, Assemblers, and Inspectors

Machine Operators and Tenders, except Precision
Metalworking and Plastic Working Machine Operators
703 Lathe and turning machine set-up operators
704 Lathe and turning machine operators
705 Milling and planning machine operators
706 Punching and stamping press machine operators
707 Rolling machine operators
708 Drilling and boring machine operators
709 Grinding, abrading, buffing, and polishing machine operators
713 Forging machine operators
714 Numerical control machine operators
715 Miscellaneous metal, plastic, stone, and glass working machine
operators
717 Fabricating machine operators, n.e.c.

Metal and Plastic Processing Machine Operators
719 Molding and casting machine operators
723 Metal plating machine operators
724 Heat treating equipment operators
725 Miscellaneous metal and plastic processing machine operators

Woodworking Machine Operators
726 Wood lathe, routing, and planing machine operators
727 Sawing machine operators
728 Shaping and joining machine operators
729 Nailing and tacking machine operators
733 Miscellaneous woodworking machine operators

Printing Machine Operators
734 Printing machine operators
735 Photoengravers and lithographers
736 Typesetters and compositors
737 Miscellaneous printing machine operators

Textile, Apparel, and Furnishings Machine Operators
738 Winding and twisting machine operators
739 Knitting, looping, taping, and weaving machine operators
743 Textile cutting machine operators
744 Textile sewing machine operators
745 Shoe machine operators
747 Pressing machine operators
748 Laundering and dry cleaning machine operators
749 Miscellaneous textile machine operators

Machine Operators, Assorted Materials

753 Cementing and gluing machine operators
754 Packaging and filling machine operators
755 Extruding and forming machine operators
756 Mixing and blending machine operators
757 Separating, filtering, and clarifying machine operators
758 Compressing and compacting machine operators
759 Painting and paint spraying machine operators
763 Roasting and baking machine operators, food
764 Washing, cleaning, and picking machine operators
765 Folding machine operators
766 Furnace, kin, and oven operators, except food
768 Crushing and grinding machine operators
769 Slicing and cutting machine operators
773 Motion picture projectionists
774 Photographic process machine operators
777 Miscellaneous machine operators, n.e.c.
779 Machine operators, not specified

Fabricators, Assemblers, and Hand Working Occupations

783 Welders and cutters
784 Solderers and blazers
785 Assemblers
786 Hand cutting and trimming occupations
787 Hand molding, casting, and forming occupations
789 Hand painting, coating, and decorating occupations
793 Hand engraving and printing occupations
795 Miscellaneous hand working occupations

Production Inspectors, Testers, Samplers, and Weighers

796 Production inspectors, checkers, and examiners
797 Production testers
798 Production samplers and weighers
799 Graders and sorters, except agricultural

Transportation and Material Moving Occupations

Motor Vehicle Operators

803 Supervisors, motor vehicle operators
804 Truck drivers
806 Driver-sales workers
808 Bus drivers
809 Taxicab drivers and chauffeurs
813 Parking lot attendants
814 Motor transportation occupations, n.e.c.

Transportation Occupations, Except Motor Vehicles

Rail Transportation Occupations
823 Railroad conductors and yardmasters
824 Locomotive operating occupations
825 Railroad brake, signal, and switch operators
826 Rail vehicle operators, n.e.c.

Water Transportation Occupations

828 Ship captains and mates, except fishing boats
829 Sailors and deckhands
833 Marine engineers
834 Bridge, lock, and lighthouse tenders

Material Moving Equipment Operators

843 Supervisors, material moving equipment operators
844 Operating engineers
845 Longshore equipment operators
848 Hoist and winch operators

849 Crane and tower operators
853 Excavating and loading machine operators
855 Grader, dozer, and scraper operators
856 Industrial truck and tractor equipment operators
859 Miscellaneous material moving equipment operators

864 Supervisors, handlers equipment cleaners, and laborers, n.e.c.
865 Helpers, mechanics and repairers

Helpers, Construction and Extractive Occupations

866 Helpers, construction trades
867 Helpers, surveyor
868 Helpers, extractive occupations
869 Construction laborers
874 Production helpers

Freight, Stock, and Material Handlers

875 Garbage collectors
876 Stevedores
877 Stock handlers and baggers
878 Machine feeders and offbearers
883 Freight, stock, and material handlers, n.e.c.
885 Garage and service station related occupations
887 Vehicle washers and equipment cleaners
888 Hand packers and packagers
889 Laborers, except construction

10. MILITARY OCCUPATIONS
(*"Military"*)

903 Commissioned Officers and Warrant Officers
904 Non-commissioned Officers and Other Enlisted Personnel
905 Military occupation, rank not specified

EXPERIENCE UNEMPLOYED NOT CLASSIFIED BY OCCUPATION

909 Last worked 1984 or earlier

**THE CITY OF NEW YORK
DEPARTMENT OF BUSINESS SERVICES
DIVISION OF LABOR SERVICES**

**110 William Street, 2nd Floor
New York, New York 10038
(212) 513-6433 or 513-6323
Fax No. (212) 618-8899**

SUPPLY AND SERVICE EMPLOYMENT REPORT (ER)

A. GENERAL INFORMATION:

1. Your contractual relationship in this contract is:
 - a. Contractor _____ (e.g., Vendor, Prime, Other)
 - b. Subcontractor _____ (e.g., Supplier, Manufacturer, Other)

2. This ER is for Headquarters _____ Operating Facility _____

3. Employer / Identification Number: _____

4. Number of Employees at this facility (location): _____

5. This firm is a: _____ Minority Business Enterprise
_____ Minority / Woman Business Enterprise
_____ Woman-owned Business Enterprise
_____ Other

6. Industry Code: _____

B. PART I. CONTRACTOR / SUBCONTRACTOR INFORMATION*:

1. _____
Contractor / Subcontractor Name

1a. If subcontractor, name of prime contractor is _____

2. _____
Facility Address

City State Zip Code County

3. _____
Chief Operating Officer Telephone Number

4. _____
Name of Designated Equal Opportunity Telephone Number
Compliance Officer (or Name of Person to
contact concerning this Employment Report)

Address of Designated Equal Opportunity Fax Number
Compliance Officer

****Industrial Commercial Incentive Program applicants or developers please see page 16 which should be completed in addition to Part I.***

5. _____
Nature of Contract to be Performed

6. (a) _____
Contracting Agency (City Agency)

(b) _____ (c) _____
Contract Amount Term Of Contract

7. List each of the firm's facilities, the addresses and the number of employees, where this contract or parts of this contract will be performed. *(A facility is the headquarters or an operating location which makes its own personnel decisions. Please note that each separate location is not an independent operating facility unless hiring and termination decisions are made there).*

8. Is any part of this contract, in an amount exceeding \$ 50, 000, to be performed by a subcontractor?

Yes ____ No ____ Not Known At This Time _____. If yes, please list the name (s) and address(es) of the subcontractor(s), and either submit a copy of their Employment Report(s) or have them submit directly to the contracting agency. If subcontractors are unknown at his time, see the Employment Report Instructions for subcontractor submission requirements.

9a. Has the Division of Labor Services (DLS) within the past twenty-four (24) months reviewed an ER submission for your organization and issued a Certificate of Compliance, Administrative Certificate of Compliance, or a Recertification Certificate to your firm for the facility(ies) involved in the performance of this contract?

Yes ____ No ____.

9b. Has DLS within the past three (3) months reviewed an ER submission for your organization and issued a Conditional Certificate of Compliance, or Conditional Administrative Certificate of Compliance. Yes ____ No ____.

If yes to 9a or b, submit the following documents: ATTACH A COPY OF THE CERTIFICATE; a completed Part I of the ER; a copy of your equal employment opportunity (EEO) statement as it is presented in company publications and posted on bulletin boards; and a signed and notarized ER signature page.

NOTE: DLS WILL NOT ISSUE A CONTINUED COMPLIANCE CERTIFICATE OR RECERTIFICATION IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF COMPLIANCE HAVE BEEN TAKEN WITHIN THREE MONTHS OF THE ISSUANCE OF SUCH DOCUMENT.

9c. Has an Employment Report already been submitted for a different contract (*not covered by this Employment Report*) for which you have not yet received a compliance certificate? Yes ____ No ____ If yes, for the facility(ies) covered by the Employment Report already submitted, and not yet approved, complete only Part I of the Employment Report and provide DLS with the date the Employment Report was submitted, the name of the City agency with whom the contract is made and the name and telephone number of the person whom the Employment Report was submitted.

Date submitted: _____

Agency to which submitted: _____

Name and Title of Agency Person: _____

Telephone: _____

10. Has your firm at the facility(ies) involved in the performance of this contract, in the past twenty-four (24) months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes ____ No ____.

If yes,

a. Name and address of OFCCP office. _____

b. Was a Certificate of Equal Employment Compliance issued within the past twenty-four (24) months? Yes ____ No ____ If yes, ATTACH A COPY OF SUCH CERTIFICATE. NOTE: You may submit a copy of such certificate in lieu of completing Parts II & III of this Employment Report. Please sign and notarize the signature page of the ER on page 9 or it will not be accepted by DLS.

ATTACH A COPY OF YOUR EEO STATEMENT AS IT IS PRESENTED IN COMPANY PUBLICATIONS AND / OR POSTED ON BULLETIN BOARDS.

NOTE: Your firm must comply with the requirements of NEW YORK CITY CHARTER CHAPTER 56, EXECUTIVE ORDER NO. 50 (1980) and the implementing rules. This includes the promulgation and dissemination of an EEO statement which includes the protected groups identified by race, color, age, sex, creed, national origin, disability, marital status, sexual orientation and citizenship status as stated in Section 3 (i) of E.O. 50.

c. Were any corrective actions required or agreed to? Yes ____ No ____ If yes, ATTACH A COPY OF SUCH REQUIREMENTS OR AGREEMENTS. NOTE: If corrective actions were agreed to or were taken, you must submit documentation (including the letters of deficiency and the conciliation agreement) regarding these corrective measures in lieu of completing Parts II & III of this Employment Report. DLS requires the submission of all future reports concerning implementation of corrective measures and / or a completed Employment Report.

C. PART II: DOCUMENTS REQUIRED:

THE DOCUMENTS LISTED BELOW MUST BE SUBMITTED WITH THIS EMPLOYMENT REPORT. These documents may be in the form of printed booklets, brochures, manuals, memoranda, etc. Please make certain that you submit the MOST CURRENT DOCUMENT (S), including all applicable amendments to the plans or policies.

NOTE: IF EACH FACILITY PERFORMING ON THE CONTRACT USES EXACTLY THE SAME SET OF DOCUMENTS PLEASE INDICATE AND SUBMIT ONE COMPLETE SET. HOWEVER, IF ANY FACILITY HAS ADDITIONAL (FACILITY SPECIFIC) POLICIES AND PROCEDURES THEN COPIES OF THESE DOCUMENTS MUST BE SUBMITTED WITH EACH RESPECTIVE EMPLOYMENT REPORT. THE OMISSION OF SUCH FACILITY SPECIFIC DOCUMENTS WILL RENDER THE EMPLOYMENT REPORT INCOMPLETE.

11. Please submit the following documents or policies. If the policy (ies) are unwritten, attach a full explanation of the practices. List and submit each document and / or unwritten practice explanation and label it according to the question to which it corresponds (e.g. 11a, 11b, etc.)

Yes or No

___ a) health benefit coverage / description (s) for all management, nonunion and union employees (whether company or union administered) _____

___ b) disability, life, other insurance coverage / description _____

___ c) employee policy / handbook _____

___ d) personnel policy / manual _____

___ e) supervisor's policy / manual _____

___ f) pension plan or 401k coverage / description for all management, nonunion and union employees (whether company or union administered) _____

___ g) collective bargaining agreement (s) _____

___ h) employment application (s) _____

___ i) employee evaluation policy / form(s) _____

____ j) Does your firm have medical and / or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

12a. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

- | | | | |
|--------------------------------|------------------|-----------------------|------------------|
| a) prior to job offer | Yes ____ No ____ | e) to some applicants | Yes ____ No ____ |
| b) after conditional job offer | Yes ____ No ____ | f) to all applicants | Yes ____ No ____ |
| c) after a job offer | Yes ____ No ____ | g) to some employees | Yes ____ No ____ |
| d) within first 3 days on job | Yes ____ No ____ | h) to all employees | Yes ____ No ____ |

12b. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible. _____

13a. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes ____ No ____ If yes, is the medical examination given:

- 1) prior to a job offer Yes ____ No ____
- 2) after a conditional job offer Yes ____ No ____
- 3) after a job offer Yes ____ No ____
- 4) to all applicants Yes ____ No ____
- 5) only to some applicants Yes ____ No ____

If yes, for which applicants?

13b. Attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

14a. Do you have a written equal employment opportunity (EEO) policy? Yes ____ No ____ If yes, list the document (s) and page number (s), etc. where these written policies are located. If the EEO Policy is contained in a document (s) other than that submitted in Part II of the Employment Report, ATTACH A COPY OF EACH DOCUMENT.

14b. Does the operating facility (ies) have a current affirmative action plan (s) (AAP) developed pursuant to U.S. Executive Order No. 11246 or other Federal Law. Yes ____ No ____ If yes, ATTACH A COPY (IES) OF THE AAP (S) and check the appropriate box (es) indicating which protected group (s) are covered by AAP.

Minorities and Women Individuals with Handicaps Other(specify) _____

15a. Does your firm or collective bargaining agreement (s) have an internal grievance procedure with respect to EEO complaints? Yes ____ No ____ If yes, please attach a copy of this policy.

15b. If no, ATTACH a report-detailing your firm's unwritten procedure for handling EEO complaints.

16. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure with any official of your firm with respect to equal employment opportunity? Yes ____ No ____.

If the answer to question 16 is "Yes", attach an internal complaint log summarizing the nature of the complaints (e.g. allegation of failure to promote based on race, sexual harassment, etc.), not positions of the complainants, whether investigations were made and dispositions, if any. You need submit the names of the complainants (if deemed necessary, DLS may require submission of these names).

17. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? (i.e. Title VII of the 1964 Civil Rights Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Americans with Disabilities Act of 1990; Executive Order No. 11246; Civil Rights Act of 1866 (42 U.S.C. §1981); state or local fair employment practices laws) Yes ____ No ____

If the answer to question 17 is "Yes" attach a log, including the name (s) of the complainant, the Administrative agency or court in which the action is filed, the nature and current status or Disposition. ATTACH A COPY (IES) OF ANY ORDER, CONSENT DECREE OR DECISION resulting from any action explained by this response.

18. Are there any jobs for which there are physical qualifications? Yes ____ No ____ If yes, list the job (s), submit a job description and state the reason (s) for the qualification (s).

19. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status qualifications? Yes ____ No ____ If yes, list the job (s), submit a job description (s), and state the reason (s) for the qualification.

20. Please check below whether the following policies and practices apply to the job categories listed:

	Job Description	Promote from Within	External Hire	Job Posting	On-the-Job Training
Managers					
Professionals					
Technicians					
Sales Workers					
Clericals					
Craftworkers					
Operatives/ Laborers					
Service Workers					

21. FOR CONTRACTORS EMPLOYING 150 OR MORE EMPLOYEES: Please indicate below the relevant geographic recruitment or labor market area (s) (i.e. nation, specific county or specific metropolitan, statistical area) for each job category employed at this facility.

	Relevant Geographic Recruitment or Labor Market Area(s)
Managers	
Professionals	
Technicians	
Sales Workers	
Clericals	
Craftworkers	
Operatives/Laborers	
Service Workers	

SIGNATURE PAGE

I, (print name of authorized official signing) _____

hereby certify that the information submitted herewith is true and complete to the best of my Knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended and the implementing Rules, is a contractual obligation.

Contractor's Name

Name of person who prepared this Employment Report

Title

Name of official authorized to sign on behalf of the contractor

Title

Telephone Number

I, (print name of authorized official signing) _____

UNDERSTAND THAT THE WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO FIVE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

Sworn to before me

this _____ day of _____ 199 _____

Notary Public

X _____
Authorized Signature Date

THIS PAGE MUST BE COMPLETED IN ITS ENTIRETY. IT MUST BE SIGNED AND NOTARIZED. ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED.

CONFIDENTIALITY POLICY: TO THE EXTENT PERMITTED BY LAW AND CONSISTENT WITH THE PROPER DISCHARGE OF THE DIVISION OF LABOR SERVICES' RESPONSIBILITIES UNDER NYC CHARTER CHAPTER 56, EXECUTIVE ORDER NO. 50 (1980), AS AMENDED, AND THE IMPLEMENTING RULES ALL INFORMATION PROVIDED BY A CONTRACTOR TO DLS SHALL BE CONFIDENTIAL.

D. PART III: EMPLOYMENT DATA TABLES / SIGNATURE PAGE:

PART III consists of the following:

- A. JOB CLASSIFICATION AND INCUMBENTS FORM
- B. NEW HIRES FORM/TRACKING OF EMPLOYEES HIRED OVER THE LAST THREE YEARS
- C. TERMINATIONS FORM/EMPLOYMENT TERMINATIONS OVER THE LAST THREE YEARS

YOU ARE REQUIRED TO COMPLETE ALL INFORMATION – IF ANY INFORMATION IS NOT AVAILABLE YOU MUST CONTACT THE CITY AGENCY WITH WHOM YOU ARE CONTRACTING (CONTRACTING AGENCY) OR IF YOU ARE CONTRACTING THROUGH THE DEPARTMENT OF GENERAL SERVICES/DIVISION OF MUNICIPAL SUPPLIES, YOU MUST CONTACT THE DIVISION OF LABOR SERVICES DIRECTLY. SUBMIT AN EXPLANATION DETAILING WHY THIS INFORMATION IS NOT AVAILABLE.

CONTRACTORS AND SUBCONTRACTORS HAVING THE CAPABILITY TO DO SO MAY PROVIDE DLS WITH A COMPUTER DISKETTE CONTAINING THE REQUIRED INFORMATION FROM EACH OF THE THREE DATA TABLES. COMPLETE THE INSTRUCTIONS FOR DISK SUBMISSIONS CAN BE OBTAINED FROM DLS UPON SPECIFIC REQUEST.

PLEASE DO NOT ATTEMPT TO COMPLETE THIS SECTION WITHOUT CAREFULLY READING THE INSTRUCTIONS FOR EACH FORM. INCOMPLETE OR INACCURATE DATA TABLES WILL BE RETURNED.

EACH DATA TABLE IS EXPLAINED AND ILLUSTRATED BY A SAMPLE DATA TABLE IN THE EMPLOYMENT REPORT INSTRUCTIONS.

NOTE: MAKE AS MANY COPIES OF EACH FORM AS YOU REQUIRE.

**SPECIAL NOTICE TO VENDORS/SUPPLIERS
WITH LESS THAN 150 EMPLOYEES**

Vendors or Suppliers with less than 150 employees at the facility(ies) performing on this contract need only complete Parts I and II (pages 1-7), the Signature Page (page 8) and the "Less Than 150 Employees Certificate" below for each applicable facility. DO NOT COMPLETE PART III (pages 9-11)

NOTE: A separate Employment Report must be completed for each facility performing on the Contract.

LESS THAN 150 EMPLOYEES CERTIFICATE

I, (fill in name of person signing) _____, hereby
affirm that I am authorized by (contractor name) _____

_____ to certify that said contractor employs fewer than 150
people at the following facility listed below:

<u>Facility Address</u>	<u>Number of Employees</u>
_____	_____

I, (print the name of authorized official signing) _____,
understand that the WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR
INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY
CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE
BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A
PERIOD OF UP TO FIVE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN
CRIMINAL PROSECUTION.

Sworn to before me
this _____ day of _____, 200__

Notary Public

X _____
Authorized Signature, Title

Date

ATTENTION: THIS IS NOT A "LESS THAN 50 EMPLOYEES CERTIFICATE"

JOB DESCRIPTION FORM

DO NOT COMPLETE THIS FORM UNLESS YOU ARE UNABLE TO ASSIGN A PARTICULAR
JOB NUMBER/TITLE TO AN OCCUPATIONAL CATEGORY OR TO ASSIGN A CENSUS
CODE TO A PARTICULAR JOB NUMBER/TITLE

Job Title:

Entry Level:
 YES NO

Routine Duties:

Occasional Duties:

Requisite Skills and Experience:

Type(s) of Jobs From Which Promotions into this Job Occur:

<u> </u> Managerial	<u> </u> Technical
<u> </u> Professional	<u> </u> Service
<u> </u> Clerical	<u> </u> Operatives
<u> </u> Sales	<u> </u> Laborers

Job Titles From Which Promotions into this Job Occur:

Type(s) of Jobs To Which Promotions From this Job Occur:

<u> </u> Managerial	<u> </u> Technical
<u> </u> Professional	<u> </u> Service
<u> </u> Clerical	<u> </u> Operatives
<u> </u> Sales	<u> </u> Laborers

Job Titles to Which Promotions From this Job occur:

Please provide the following information which may be obtained from the Industrial Commercial Incentive Program Application.

[FOR ICIP APPLICANT/DEVELOPERS ONLY]

(a) Block (s) _____ (b) Lot(s) _____

(c) Property Address/Description _____

_____ (d) Borough _____

(e) Preliminary Application Number _____

(f) Applicant's Name _____

(g) Address _____

(h) Contact Person _____

(i) Telephone Number _____

(j) SS No. /Employer ID No. _____

(k) Consultant (s) _____

(l) Estimated Cost of Construction _____

(m) Projected Commencement of Work Date _____

(n) Projected Date of Completion _____

(o) Construction Managers

General Contractors

(p) Name _____

(q) Address _____

(r) Contact Person _____

(s) Proposed Contract Amount _____

(t) Are subcontractors being used on this project? ____ yes [] ____ no

(u) Name _____

(v) Address _____

(w) Contact Person _____

(x) Proposed Contract Amount _____

(Use Additional Pages to Record Any Additional Information)

CONTRACTOR NAME: _____

FORM C: TERMINATIONS FOR EMPLOYMENT
TERMINATIONS OVER THE LAST THREE YEARS

FACILITY LOCATION: _____

(1) SSN/ Employee ID #	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Age at Termination	(5) Year of Hire	(6) Last Company Job Number	(7) Year of Termination	(8) Type of Termination (c)

I certify that there were no new hires in 199__/199__

NOTE: Make as many copies of this form as you require.

(a)
M: Male
F: Female

(b)
W: White (non-Hisp)
B: Black (non-Hisp)
H: Hispanic
A: Asian

(c)
V: Voluntarily terminated employment (Resigned)
I: Involuntarily terminated employment (Discharge/retirement)
R: Retired
D: Deceased

Appendix B

Vendor's Guide to VENDEX

- Vendor Questionnaire
- Principal Questionnaire
- Certificate of No Change
- Submitted VENDEX Memo

VENDOR'S GUIDE TO VENDEX

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Preface

New York City (the City) spends approximately one quarter of its annual budget on a vast array of goods and services and must be sure that the process is efficient, effective and fair. The City is legally required to use the Vendor Information Exchange System (**VENDEX**), a computerized data system, to help it make well-informed decisions when selecting a vendor. **VENDEX** provides the City with comprehensive management information so that it may better serve the needs of the citizens of New York City.

The **VENDEX** Questionnaires consist of the **vendor** and **principal questionnaires**. This vendor's guide provides instructions to assist in completing and submitting these questionnaires. If further assistance is required, visit the New York City web site (<http://www.nyc.gov/vendex>) or contact the **VENDEX** Unit at (212) 341-0933.

COMPLETION REQUIREMENTS AND INSTRUCTIONS FOR THE **VENDEX** QUESTIONNAIRES

- The **vendor** and **principal questionnaire(s)** are valid for three (3) years from the date of signature on the certification page(s) of the questionnaires.
- Vendors are required to complete the **VENDEX** questionnaires if they have **contracts** or **subcontracts**:
 1. valued at \$100,000 or more;
 2. that are sole source contracts valued at \$10,000 or more and/or;
 3. whose aggregate business with the City in the preceding 12 months totals \$100,000 or more;

In addition, vendors are required to complete the **VENDEX** questionnaires if they are:

1. applicants for franchises or;
2. applicants for concessions which, singly or in combination with other **contracts** held by the vendor, are valued at \$100,000 or more.

The City, in its sole discretion, may require that other **entities** complete a **VENDEX** questionnaire.

Vendors who have **parent** or other **controlling entities** will be required to submit **vendor questionnaires** for these **entities**. **Principal questionnaires** for **parent** or **controlling entities** are not required.

- If during the three (3) years, any of the **submitting vendor's** or **principal's** circumstances change causing a change to any answers in the **vendor** and/or **principal questionnaire** previously provided, the **submitting vendor** should update those answers by resubmitting to the VENDEX Unit:
 1. the first page of the relevant questionnaire with the box "**changed questionnaire**" selected;
 2. the question pages where information has changed along with their corresponding supplemental pages if necessary;
 3. a signed certification page.

Such updates must at least be done by the time the **submitting vendor** enters into its next **contract** with a New York City **agency**.

- When completing questionnaires, err on the side of full disclosure. Non-disclosure of relevant material may lead to a finding of **non-responsibility** or charges against an **individual**. If there is a question about whether or not a particular matter should be disclosed, please contact the Mayor's Office of Contract Services at 212-788-0010.
- Questionnaires may be obtained from the VENDEX Unit at 212-341-0933 or downloaded from the New York City web site <http://www.nyc.gov/vendex>.
- Answers may be typewritten or handwritten in ink. If more space is needed to complete a question, check the box indicating that additional information is attached, and attach the supplemental pages to the questionnaire. All questions must be answered. A response of "not applicable (N/A)", or the equivalent, will not be accepted. Please attach any additional relevant documentation e.g. correspondence, to the back of the form.
- Certification - A materially false statement willfully or fraudulently made in connection with any **VENDEX** questionnaire may result in the **submitting vendor** being found **non-responsible**. In addition, this may subject the **individual** making the false statement to criminal charges. The **individual** who completes the questionnaire must sign the certification in the presence of a notary public.
- Submitted certification pages must have original signatures.

- Questionnaires are considered complete when all questions are answered, and the original questionnaires are signed and notarized.
- Completed original questionnaires may be delivered via U.S. Mail or hand delivery to the Mayor's Office of Contract Services, VENDEX Unit, 253 Broadway, 9th Floor, NY, NY 10007.
- The VENDEX Unit will notify the **submitting vendor** if a questionnaire is incomplete. In this circumstance, the **submitting vendor** will have seven days to answer the question completely and resubmit the questionnaire, unless otherwise specified. If the **submitting vendor** and/or **principal** does not adhere to this timeframe, its **VENDEX** submission may be rejected.
- The **submitting vendor** should keep a copy of the completed questionnaires.

WHO SHOULD COMPLETE A **VENDOR QUESTIONNAIRE**?

The person who knows the **submitting vendor** best (the chief executive, executive director, chief administrator, president, vice president, treasurer, secretary, head of board of directors, or the **principal owner** or **officer** responsible for carrying out the **submitting vendor's contract**) should complete the questionnaire.

WHO MUST COMPLETE A **PRINCIPAL QUESTIONNAIRE**?

All **principal owners** and **officers** listed in response to question number 6a in the **vendor questionnaire** must complete **principal questionnaires**, with the following exceptions:

- If the **submitting vendor** is a partnership, all partners should be listed, but only the partners performing on the **contract** need to complete **principal questionnaires**.
- If another **entity** owns ten (10) percent or more of the issued stock, that **entity** must complete a **vendor questionnaire** instead of a **principal questionnaire**. The **principal owners** and **officers** of that other **entity**, however, need not complete **principal questionnaires**.
- If the **principal owner** or **officer** is an estate or trust, then the executor or trustee must complete a **principal questionnaire**.
- If the **principal owner** or **officer** is a corporate partnership, the corporate partnership must complete a **vendor questionnaire** and the **principal owners** and **officers** of that partnership must complete **principal questionnaires**.

The **submitting vendor** must also report to the contracting **agency** information on all **subcontractors** that will work on the proposed **contract**.

DEFINITIONS

Administrative charge

When an **agency** charges an **entity** with violating the **agency's** regulations. These charges include, but are not limited to violations of prevailing wage laws, workers' compensation laws, Occupational Safety and Health Administration (OSHA) violations and tax offenses.

Affiliate

An **entity** in which the **parent** of the **submitting vendor** owns more than fifty (50) percent of the voting stock and/or an **entity** in which a group of **principal owners** or **officers** that owns more than fifty (50) percent of the **submitting vendor** also owns more than fifty (50) percent of the voting stock.

Agency

Any government body, whether Federal, State, City, County, Borough, local **agency** or other office, position, administration, department, division, bureau, commission, authority, corporation, advisory committee or other **agency** of government, including departments, offices, quasi-public **agencies**, public authorities, public corporations, public development corporations, local development corporations and others. New York City **agencies** are those **agencies** for which expenses are paid in whole or in part from the city treasury, and include but are not be limited to, the City Council, the offices of each elected official, the Department of Education, the School Construction Authority, community boards, the Financial Services Corporation, the Health and Hospitals Corporation, the Economic Development Corporation, and the New York City Housing Authority, but do not include any court or any corporation or institution maintaining or operating a public library, museum, botanical garden, arboretum, tomb, memorial building, aquarium, zoological garden or similar facility.

Business addresses

The address and telephone numbers for the location(s) at which the **submitting vendor** conducts its activities. See definition for **telephone number(s)**.

Changed questionnaire

The revised **VENDEX** questionnaire submitted within the three year **VENDEX** cycle to document changes occurring to any of the information collected on either the **principal questionnaire** or **vendor questionnaire**, or both. This should comprise of the questionnaire's top page (checking the **changed questionnaire** box), newly signed and notarized certification page and appropriate pages when information has changed and attach any additional information required.

Consulting capacity

Serving in a capacity to act on behalf of or assist the **submitting vendor** with services including, but not limited to legal, engineering or architectural.

Contract

Any agreement between a New York City **agency**, New York City affiliated **agency**, elected official or the Council and an **individual** or **entity**, which (a) is for the provision of goods, services, or construction and has a value that when aggregated with the values of all other such agreements with the same **individual** or **entity** or **subcontractor** during the immediately preceding twelve (12) month period is valued at one hundred thousand dollars (\$100,000) or more; or (b) is for the provision of goods and/or services, was awarded on a sole source basis and is valued at ten thousand dollars (\$10,000) or more; or (c) is a concession and has a value that when aggregated with the value of all other contracts/agreements held by the same concessionaire is valued at one hundred thousand dollars (\$100,000) or more; or (d) is a franchise.

Control (controlling entity)

The **submitting vendor** is controlled by another **entity** when

- the other **entity** owns ten (10) percent or more of the voting stock, or
- the other **entity** directs or has the right to direct daily operations

The **submitting vendor** controls another **entity** when

- it owns ten (10) percent or more of the voting stock of the other **entity**, or
- it directs or has the right to direct daily operations

DBA

An acronym that stands for doing business as, a formal notice filed with a county clerk that an individual or entity is conducting business under an assumed name.

DUNS

The D&B number, formerly known as the Dun and Bradstreet number.

Employer identification number (EIN)

A nine digit number assigned by the Internal Revenue Service to sole proprietors, corporations, partnerships, estates, trusts, and other **entities** for tax filing and reporting business purposes. See definitions for **TIN** and **SSN**.

Entity

Any joint venture, sole proprietorship, general partnership, limited liability partnership, limited partnership, limited liability company, professional limited liability company, business corporation, professional business corporation, or others. This also includes any **not-for-profit corporation**.

Immediate family

Includes former or current husband(s), and or wife(ves), son(s), daughter(s), stepson(s), stepdaughter(s), adopted child(ren), grandchild(ren), parent(s), brother(s), sister(s), grandparent(s), mother(s)-in-law, father(s)-in-law, brother(s)-in-law and sister(s)-in-law.

Individual

Any person (not an **entity**).

Internal Revenue Code

The set of rules and regulations established by the United States Internal Revenue Service (IRS).

Investigated

An **individual** or **entity** has been **investigated** if there has been any inquiry by any prosecutorial, investigative or regulatory **agency** concerning such **individual** or **entity** or the activities and/or the business practices thereof.

An "inquiry" includes, but is not limited to the following:

- a) an appearance before a grand jury by the **individual** or any current or former representative of the **entity** or its **affiliates** has been made or been sought;
- b) a subpoena requiring testimony has been issued and/or received;
- c) a subpoena for the production of documents in a criminal proceeding or criminal investigation has been issued and/or received;
- d) a search warrant at any location occupied or used by the **individual/entity**, any **affiliate**, or any of their **principal owners** or **officers** has been executed;
- e) notice has been received that the communications or activities of the individual or any current or former representative of the **entity** or its **affiliates** have been monitored under a court order;
- f) notice has been received that the **individual/entity**, or any current or former representative of the **entity** or its **affiliates** is the subject or target of an investigation;
- g) any questioning of an employee concerning the **individual/entity**, or the conduct of the **individual/entity's** or the **affiliate's** business which relates to the possible commission of any act or acts that could expose the **individual**, the **entity**, or its **affiliates** to either criminal or civil liability;
- h) any investigation into compliance with prevailing wage laws or regulations;

The following are not inquiries:

- a) background investigations for employment;
- b) contact with the contracting **agency** relating to performance or routine aspects of an existing contract;
- c) agency communications relating to constituent complaints;
- d) routine non-forensic program or financial audits.

Managerial employees or managerial capacity

Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of **contracts** with New York City.

Material weakness

A reportable condition in which the design or operation of one or more of the components of internal control does not reduce to a relatively low level the risk that errors and irregularities in amounts that would be material in relation to the general purpose financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Non-responsible

When an **individual** or **entity** lacks the capability in all respects to fully perform the **contract** requirements and/or lacks the business integrity to justify the award of public tax dollars.

Not-for-profit corporation

Any group incorporated under the New York State Not-For-Profit Corporation Law and/or registered with the Secretary of the State as a Not-For-Profit Corporation in accordance with Article 13 of that law, and/or exempt from taxation under section 501 of the **Internal Revenue Code**.

Officer

Any **individual** who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the **submitting vendor**, without regard to such **individual's** title, e.g., president, vice president, secretary, treasurer, board chairperson, trustee, (**individual** or **entity** who administers a trust) or their equivalents.

Parent

Any **entity** including, but not limited to any **individual**, partnership, joint venture or corporation which owns more than fifty (50) percent of the voting stock of another **entity**.

Primary place of business

The most important location from which the **submitting vendor** conducts its business in the New York City metropolitan area. See **business address** definition.

Prime

The **entity** awarded the **contract**.

Principal executive office

The location at which the **submitting vendor's principals** are located. See also the definitions for **primary place of business**, **business address** and **telephone numbers**.

Principal owner

An **individual**, partnership, joint venture or corporation that holds a ten (10) percent or greater ownership interest in a **submitting vendor** or **subcontractor**.

Principal questionnaire

The **VENDEX** questionnaire collecting information on the **submitting vendor's principals** or **officers**.

Responsibility determination

A conclusion reached by any government **agency** or quasi-governmental **agency**, concerning the responsibility of an **entity**. A **responsibility determination** is based on several factors including, but not limited to an **entity's** financial resources, business integrity, and performance.

Sanction

Any fine, penalty, judgment, injunction, violation, debarment or suspension.

Share

To have **space, staff, equipment, expenses**, etc., or use such items, in common with one or more other **entities**. See **shared equipment, shared space, shared staff**, and **shared expenses** definitions.

Shared equipment

Equipment is considered to be the items used in an **individual** or **entity's** operation or activity that include, but are not limited to telephones(s) and telephone systems, photocopiers, computer, motorvehicles and construction machinery. These items are considered **shared** whenever the **submitting vendor shares** the ownership and/or the use of any **equipment** with any other **entity**. **Equipment** should not be considered to be **shared** under the following three circumstances: (1) when, although the **equipment** is owned by another **entity**, the **submitting vendor** has entered into a formal lease for the use of the equipment and exercises exclusive use of the **equipment**; or (2) when the **submitting vendor** owns **equipment** that it has formally leased to another **entity**, and for the duration of such lease the **submitting vendor** has relinquished all right to the use of such leased **equipment**; or (3) when the **submitting vendor** out-sources internal administrative functions, such as payroll.

Shared expenses

Expenses are costs, charges, fees, etc. When the **submitting vendor** and any other **entity** jointly incur or pay for expenses, they are considered shared.

Shared space

Space is considered to be shared when any part of the space utilized by the **submitting vendor**, at any of its sites, is also utilized on a regular or intermittent basis for any purpose by any other **entity**, and where there is no lease or sublease in effect between the **submitting vendor**, and any other **entity**, that is **sharing space** with the **submitting vendor**.

Shared staff

Staff should be considered to be **shared** when any **individual** provides the services of an employee (including services of any type or level, managerial or supervisory, whether paid or unpaid) to the **submitting vendor**, and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other **entities**, if such services are provided during any part of the same hours the **individual** is providing services to the

submitting vendor. This type of sharing may include, but is not limited to, **individuals** who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Social security number (SSN)

The unique nine digit number assigned by the Social Security Administration that assists in maintaining an accurate record of wages or self-employment earnings that are covered under the Social Security Act, and used by the Internal Revenue Service for tax administration purposes. See **EIN** and **TIN** definitions.

Subcontract

An agreement between an **individual** or **entity** that is party to a **contract** and another **individual** or **entity** which (a) is for the provision of goods, services or construction pursuant to that **contract**, and has a value that when aggregated with the values of all other such agreements with the same **individual** or **entity** and **subcontractor** during the immediately preceding twelve (12) month period is valued at one hundred thousand dollars (\$100,000) or more; or (b) is for the provision of goods and/or services, was awarded on a sole source basis and is valued at ten thousand dollars (\$10,000) or more; or (c) is a concession and has a value that when aggregated with the value of all other **contracts/agreements** held by the same concessionaire is valued at one hundred thousand dollars (\$100,000) or more; or (d) is a franchise.

Subcontractor

Any **individual** or **entity** engaged under a **subcontract**.

Submitting vendor

The **entity** submitting the **vendor questionnaire**.

Subsidiary

An **entity** in which the majority of the voting stock is owned by a **parent**.

Telephone numbers

The telephone numbers of an **individual**, **entity** and/or **submitting vendor** at the **primary place of business** address, **principal executive office** address and **business addresses**.

Taxpayer identification number (TIN)

A generic term used by the Internal Revenue Service for identification in the administration of tax laws, which includes **SSN** and/or **EIN**, among others. See **EIN** and **SSN** definitions.

VENDEX

The Vendor Information Exchange System, a legally required computerized data system that contains information for every New York City franchise, concession, and every **contract** over the one hundred thousand dollar (\$100,000) threshold. Information is collected on the **vendor**, **principal** and **changed questionnaires**.

Vendor questionnaire

The **VENDEX** questionnaire collecting information on the **submitting vendor**.

FREQUENTLY ASKED QUESTIONS WITH ANSWERS

PROCESS OF SUBMISSION OF VENDEX QUESTIONNAIRES

Question: If a **VENDEX** questionnaire has already been completed and submitted within the last three years and the **submitting vendor** is seeking a new **contract**, does the new **VENDEX** questionnaire have to be completed and submitted?

Answer: The **VENDEX** questionnaires remain current for three years from the date of the notarized signature on the certification page. However, if, during the three (3) years, any of the **submitting vendor's** circumstances change causing a change to any answers in the **vendor** and/or **principal questionnaire(s)** previously provided, the **submitting vendor** may choose to update the appropriate questionnaire at the time the information changes, but **MUST** update the appropriate questionnaire no later than the time of award of the subsequent **contract**. Remember to check the box on the front page that says it is a **changed questionnaire**.

Question: Are the submitted **VENDEX** questionnaires for my company approved?

Answer: There is no such thing as a **VENDEX** approval. Once the City has accepted **VENDEX** forms for a **submitting vendor** and its **principal owners** or **officers**, the **agency** performs contract-specific responsibility determinations.

Question: What is Section 6-116.2 subdivision (b) of the New York City Administrative Code?

Answer: This section of the New York City Administrative Code defines the minimum information that the City must require on the **VENDEX** questionnaires. Copies of the law can be obtained from the City **agency** you intend to do business with or from the Mayor's Office of Contract Services.

Question: Who can sign the **principal questionnaire's** certification page?

Answer: The **principal questionnaire** must be signed by the individual named in question #1 of the questionnaire. There is no power of attorney for the **principal questionnaire**.

Question: Where should I send my completed **VENDEX** questionnaires?

Answer: To the Mayor's Office of Contract Services
VENDEX Unit
253 Broadway, 9th Floor
New York, NY 10007

Question: My company has fifty members on its board of directors. How many **officers** do I have to list?

Answer: You must report the three **officers** or **individuals** who exercise the most substantial degree of **control** over the **entity**.

ELEMENTS REQUIRED TO DO BUSINESS WITH NEW YORK CITY

Question: Is it necessary to have an **EIN** in order to do business with New York City **agencies**?

Answer: An **EIN** is required in order to do business with New York City **agencies**, except for foreign companies whose contracting services will be carried out outside of the United States.

WHO MUST SUBMIT A QUESTIONNAIRE? WHICH QUESTIONNAIRE MUST BE SUBMITTED?

Question: I do not own any shares/stocks in the **submitting vendor**, why do I have to fill out a **principal questionnaire**?

Answer: If you are a **principal owner** or **officer** of the **submitting vendor**, you are required to submit a **principal questionnaire** regardless of ownership interest.

Question: If the **submitting vendor** is owned by another **entity**, do both **entities** submit **principal questionnaires**?

Answer: **Principal questionnaires** are required for the **principal owners** or **officers** of the **submitting vendor** but not for those of the **parent**.

Question: What is the difference between a **subsidiary** and an **affiliate** of the **submitting vendor**?

Answer: A **subsidiary** is an **entity** in which the majority of the voting stock is owned by the **submitting vendor**. The **submitting vendor** is the **parent** of the **subsidiary**. An **affiliate** is an **entity** in which the **parent** that owns the **submitting vendor** *also* owns more than fifty percent of the voting stock, or an **entity** in which more than fifty percent of the business and the voting stock is owned by some or all of the *same* **principal owners** as the **submitting vendor**; in effect, **affiliates** have a sibling relationship to the **submitting vendor**.

Question: What type of questionnaire should be completed for a **subcontractor**?

Answer: A **subcontractor** must complete a **vendor questionnaire** and the **subcontractor's**

principal owners or **officers** are required to submit **principal questionnaires** in the following circumstances:

- If an award is made through a sole source process for a **contract** valued at ten thousand dollars (\$10,000) or more
- If the aggregate business with New York City over the preceding twelve months totals one hundred thousand dollars (\$100,000) or more

Question: If an **entity** is foreign-based, does it have to complete the **VENDEX** questionnaires?

Answer: Yes, where the **entity** is based does not change the legal requirement to complete the **VENDEX** questionnaire(s).

Question: If a local **affiliate** or **subsidiary** of a foreign-based **entity** will be responsible for carrying out the terms of the **contract**, does the foreign **entity** have to fill out a **vendor questionnaire**, or may the division fill one out?

Answer: If the foreign-based **entity** itself is the **parent**, the **submitting vendor** must disclose all of the requested information concerning the foreign-based **entity** and, generally, the foreign-based **entity** must also complete a **vendor questionnaire**, but in appropriate circumstances, the **agency** may rely solely upon the **vendor questionnaire** from the **submitting vendor**. If the foreign-based **entity** itself is the **submitting vendor**, the foreign-based **entity** must complete the **vendor questionnaire**.

Question: If a trust or an estate is a **parent** or a **principal owner** of the **submitting vendor**, do **VENDEX** Questionnaires need to be completed by the trustee or administrator of the trust?

Answer: Yes.

Question: If a holding company, created for tax purposes, is a **parent** or **principal owner**, does it have to complete the **VENDEX** questionnaires?

Answer: Yes, the purpose of the company's formation is irrelevant and does not affect the legal obligation to complete **VENDEX** questionnaires.

Question: If an **entity** has a large number of **subsidiaries**, do all of them have to be listed on the **vendor questionnaire**?

Answer: All **subsidiaries** of an **entity** completing a **vendor questionnaire** must be disclosed. However, the **entity** may submit a list of **subsidiaries** containing identical information as requested on the questionnaire. That list may be submitted as an attachment in lieu of completing the appropriate section on the questionnaire.

INVESTIGATION RELATED

Question: An **entity** was debarred by the federal government three years ago, but that decision was later overturned. Does this need to be reported?

Answer: Generally yes. As part of your additional detailed response, set forth the entire procedural history and any supporting documents that the debarment was overturned and the basis for it. All matters that a question asks about must be reported even if there is a pending appeal or a successful reversal of the adverse action. (e.g. suits, liens, judgments, court actions, administrative decisions, litigation) However, if the determination has been vacated, it need not be reported. Please contact the Mayor's Office of Contract Services at 212-788-0010 if you have any questions.

Question: If, in the course of being **investigated**, the **submitting vendor** has been asked to provide documents, but has not heard anything since complying, how should the status of the investigation be described?

Answer: Contact the investigating **agency** and ask for the status. Report their answer (e.g. open, closed, pending, or even "the investigating body did not respond or refused to comment").

Question: I am a **submitting vendor** and the **agency** investigating me/my company told me the inquiry was confidential, and should not be discussed with anyone else. I want to cooperate with the **VENDEX** process, but do not want to violate the investigating **agency's** guidelines. How do I proceed?

Answer: If you are in such a situation, you should explain to the **agency** that you are seeking New York City business and are required to report being **investigated** to the City. If permission is still refused, you should disclose that you/your company are the subject(s) of an investigation and detail the communications between you and the investigating agency, including the request for secrecy. You may also wish to seek legal counsel.

UPDATING PREVIOUSLY SUBMITTED QUESTIONNAIRES

Question: What should I do if I realize that a completed **VENDEX** questionnaire was inadvertently inaccurate?

Answer: As soon as you learn of the error, you should contact the VENDEX Unit in writing and alert them to the error, and then submit a **changed questionnaire** as soon as possible. Failure to timely advise the City of a mistake could lead to questions about the reason for the inaccuracy.

TIMING RELATED

Question: The **principal owner** is aware of adverse data from a former **affiliate**, should this information still be reported since the **principal owner** is no longer an employee of that **entity**?

Answer: Yes, if the date of occurrence of that adverse information is within the timeframe of the **VENDEX** question.

Question: If I was told by a **principal owner** or **officer** of my **entity** two years ago that s/he is not an employee of the City of New York, am I obliged to ask her/him again before completing the questionnaire, if I have no reason to believe that anything has changed?

Answer: It is always better to err on the side of disclosure. If you are in a position in which this type of information would be regularly reported to you, there is probably no need to ask the question. However, if you would not receive such information as part of your regular duties, you should ask the question and confirm that the information has not changed.

Question: Four years ago, a **principal owner** or **officer** of the **submitting vendor** had her/his driver's license revoked. Her/his current duties do not involve driving a vehicle. Do I need to report this?

Answer: Yes, this must be reported. **Vendor questionnaire** question 14a asks specifically if a license has been revoked. Answer this, and all questions, completely.

Question: How long does the adverse information stay on the **VENDEX** system?

Answer: Adverse information remains on the **VENDEX** system no longer than ten (10) years.

VENDOR QUESTIONNAIRE

The Vendor Information Exchange System (**VENDEX**) includes two questionnaires – the **vendor questionnaire** and the **principal questionnaire**. These have been developed to collect information from vendors who wish to do business with New York City, to ensure that New York City obeys the mandate in its charter to do business only with responsible vendors.

Questionnaires may be obtained in paper format from the VENDEX Unit (212-341-0933) or downloaded from the NYC website at <http://www.nyc.gov/vendex>.

Questionnaires must be completed in paper format. All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. If more space is needed to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to the questionnaire.

The publication "Vendor's Guide to VENDEX" provides assistance and explanation for the questionnaires, including definitions of terms or phrases written in **bold** face throughout the questionnaires. If you have not obtained a copy of this publication, please download a copy from the New York City web site, or contact the VENDEX Unit at 212-341-0933.

If you have questions, contact the VENDEX Unit at 212-341-0933.

ANSWER THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A FULLY COMPLETED QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE VENDEX SUBMISSION. MAKING ANY UNAUTHORIZED CHANGE OR ALTERATION TO THE QUESTIONNAIRE WILL RENDER IT VOID.

Name of submitting vendor _____

Submitting Vendor's EIN/ SSN/TIN: _____

Submitting vendor is Prime Parent Controlling entity Subcontractor

Type of submission: (Check one)

1. Full questionnaire
2. **Changed questionnaire**

If checked, provide submission date of last full questionnaire: ____/____/____

Name of person completing this **vendor questionnaire** _____

Employer/Title _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Email address _____

The disclosure of the **social security number** is mandatory under the right granted New York City by the Tax Reform Act of 1976 and will be used for the purpose of tax administration. The number may also be used for general identification purposes. If you do not consent to such additional use for general identification purposes, please check here.

1. Submitting vendor's:

a. Principal executive office address

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

b. Primary place of business (in the NYC metropolitan area)

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Check if the **submitting vendor** had other **primary places of business** in the NYC metropolitan area within the prior five (5) years and list information on page 7.

c. Primary place of business address is (check all that apply)

Owned Rented Rented with an option to buy Donated

d. Addresses of the three largest sites at which it is anticipated that work would occur in connection with the contract pending at the times this questionnaire is completed, based on the number of people to be employed at each site:

address in 1a. (if applicable) address in 1b. (if applicable)

Additional site(s)

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Check if **submitting vendor's** three largest sites include other addresses and list information on page 7.

e. Web site address www. _____

f. Annual gross revenue (check range that applies)

\$0 - \$99,999 \$100,000 - \$499,999 \$500,000 – \$999,999
 \$1,000,000 - \$ 2,499,999 \$2,500,000 –\$4,999,999 \$5,000,000 or more

g. Business category (check all that apply)

Professional services Manufacturing Construction Human Services
 Commercial Services Distribution Retail Not-for-Profit

Submitting vendor's

h. DUNS number _____ none

i. National or regional stock exchange or NASDAQ listing _____ none

j. Date **submitting vendor began business in New York City** ____/____/____

Check if additional information is attached

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

2. No Yes Does the **submitting vendor** now use, or has it in the past ten (10) years used, an **EIN, TIN, SSN** or **DBA**, trade name or abbreviation other than the **submitting vendor** name or **EIN/SSN/TIN** number listed on page 1 of this questionnaire?

3. No Yes Has the **submitting vendor** used any other **business addresses** and **telephone numbers** at any time during the prior five (5) years?

4a.

Date this business was formed ____ / ____ / ____

State in which business was formed _____

County in which business was formed _____

Country in which business was formed (if not formed in USA) _____

Type of organization (check one):

_____ Business Corporation

_____ Not-for Profit Corporation

_____ Sole Proprietorship

_____ Partnership: _____ General _____ Limited _____ Limited Liability

_____ Limited Liability Company

_____ Joint Venture

_____ Other-indicate type: _____

4b. No Yes Are there any counties in New York State, other than the county listed in response to question 4a, in which the **submitting vendor** has filed a certificate of incorporation, a **DBA**, or the equivalent?

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

5.		
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the submitting vendor share office space, staff, equipment, or expenses with any other entities ?
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the submitting vendor anticipate using or occupying any real property, other than the business addresses listed in response to Question 1 and 3, during the three (3) year VENDEX cycle?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does any principal owner or officer of the submitting vendor , or any member of his/her immediate family , have an ownership interest in any entity that holds the title or lease to any real property used by the submitting vendor in the New York City metropolitan area?
6.		
a.		Starting on page 8, list ALL of the submitting vendor's principal owners and the three officers who exercise the most substantial degree of control over the submitting vendor .
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Pursuant to any stock option or any other arrangements, does any individual or entity have the right within the next three (3) years to acquire stock in the submitting vendor , which, when combined with current holdings, would make such an individual or entity a principal owner or officer ?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Is ten (10) percent or more of the submitting vendor's stock or ownership currently used or pledged as collateral for any loan or obligation?
7.		Are there any individuals now serving in a managerial or consulting capacity to the submitting vendor , whether or not as a principal owner or officer , who now serve, or within the past five (5) years have served as:
a.	<input type="checkbox"/> No <input type="checkbox"/> Yes	an elected or appointed public official or officer?
b.	<input type="checkbox"/> No <input type="checkbox"/> Yes	a full or part-time employee in a New York City agency or as a consultant to any New York City agency ?
c.	<input type="checkbox"/> No <input type="checkbox"/> Yes	an officer of any political party organization in New York City, whether paid or unpaid?
d.	<input type="checkbox"/> No <input type="checkbox"/> Yes	as a consultant or advisor to a New York City agency performing services related to the solicitation, negotiation, operation and/or administration of contracts on which the submitting vendor will work during this three (3) year VENDEX cycle?
8.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the submitting vendor control one or more entities ?
9.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Does the submitting vendor have one or more affiliates , and/or is it a subsidiary of, and controlled by any other entity ?

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

<p>10. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>Has the submitting vendor, or any affiliate listed in response to Question 9, been a subcontractor on any contract with any New York City agency in the past three (3) years?</p>
<p>11. At any time during the past five (5) years, has the submitting vendor or any of its affiliates, been subject to any of the following actions, whether pending or completed:</p> <p>a. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>b. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>c. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>d. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>e. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>f. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>debarred from entering into any government contract?</p> <p>found non-responsible on any government contract?</p> <p>declared in default and/or terminated for cause?</p> <p>determined to be ineligible to bid or propose on any contract?</p> <p>suspended from bidding or entering into any government contract?</p> <p>received an overall unsatisfactory performance rating from any government agency on any contract?</p>
<p>12. Are there or have there been any judgments, injunctions, or liens, including, but not limited to, judgments based on taxes owed, fines and penalties assessed by any government agency, elected official, or the New York City Council initiated against the submitting vendor and/or any affiliate:</p> <p>a. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>b. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>at any time within the past five (5) years?</p> <p>that remain open, unsatisfied, or in effect today?</p>
<p>13. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>Have any bankruptcy proceedings been initiated by or against the submitting vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the submitting vendor or its affiliates regardless of date of filing?</p>
<p>14. In the past five (5) years, has the submitting vendor, any of its principal owners or officers, or any affiliate:</p> <p>a. <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>b. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>had any permit, license, concession, franchise or lease terminated for cause or revoked?</p> <p>been disqualified for cause as a bidder on any permit, license, concession, franchise or lease?</p>
<p>15. <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>In the past five (5) years, have any of the submitting vendors or any of the submitting vendors' affiliates or any individual currently or within that period serving as a principal owner, officer or managerial employee been investigated by any government agency, including, but not limited to, federal, state and local regulatory agencies?</p>

Provide a detailed response to all questions answered with information and/or "YES" in the question's corresponding section starting on page 7 of this questionnaire.

16. Has the **submitting vendor**, any **affiliate**, or any of their current or former **principal owners** or **officers** or **managerial employees**:

- a. No Yes been convicted of a misdemeanor and/or found in violation of any administrative, statutory, or regulatory provisions in the past five (5) years?
- b. No Yes been convicted of a felony, and/or any crime related to truthfulness and/or business conduct in the past ten (10) years?
- c. No Yes have any felony, misdemeanor and/or administrative charges currently pending?

17. No Yes For the past five (5) years, has the **submitting vendor** or any of its **principal owners**, **officers**, or any **affiliate** had any **sanction** imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license held?

18. No Yes Other than the **submitting vendor's** employees, did the **submitting vendor** retain, employ or designate anyone to influence the preparation of **contract** specifications, or the solicitation or award of any **contract** during this three (3) year **VENDEX** cycle?

19. a. No Yes Is the **submitting vendor** exempt from income taxes under the **Internal Revenue Code**?

During the past five (5) years, has the **submitting vendor** failed to:

- b. No Yes file any applicable federal, state or New York City tax returns?
- c. No Yes pay any applicable federal, state or New York City taxes or other assessed New York City charges, including but not limited to water and sewer charges?

This question applies to not-for-profit vendors, others please answer "no".

20. No Yes If the **submitting vendor** is a **not-for-profit corporation**, in the past three (3) years, have any audits of the **submitting vendor** revealed **material weaknesses** in its system of internal controls, compliance with contractual agreements and/or laws and regulations?

Provide details to questions answered "yes" in the corresponding section below.

Corresponds to Question 1.

1b. Submitting vendor's other primary place(s) of business

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

1d. Submitting vendor's largest sites

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Check if attaching additional information

Corresponds to Question 2.

Other **DBA**, name, trade name, abbreviation _____

Other **EIN/TIN/SSN** _____

Dates in use - from ____/____/____ to ____/____/____ Still in use

Check if attaching additional information

Corresponds to Question 3.

Other **business addresses** and **telephone numbers** in the last five (5) years
(Check One) Current Former

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Main telephone number (_____) _____ - _____ Main fax number (_____) _____ - _____

Check if attaching additional information

Corresponds to Question 4. (check all that apply)

4b. Certificate of incorporation **DBA**
 Other, please identify _____

County _____ Date ____/____/____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 5. (check all that apply)

5a. Item(s) shared Space Staff Equipment Expenses

Other entity's name _____

Other entity's EIN/TIN/SSN _____

Address

Street/P.O. Box

Floor #/Suite #

City/State/Zip Code

Check if attaching additional information

5b. Address

Street/P.O. Box

Floor #/Suite #

City/State/Zip Code

Additional addresses to be used not yet known

Check if attaching additional information

5c. Ownership interest is principal owner officer immediate family

Name of party with ownership interest _____

Name of entity holding title or lease _____

Check if attaching additional information

Corresponds to Question 6.

6a. Principal owner's name _____

EIN/SSN _____ Date of birth ____/____/____ Percent of ownership _____

individual partnership joint venture corporation

Principal owner's name _____

EIN/SSN _____ Date of birth ____/____/____ Percent of ownership _____

individual partnership joint venture corporation

Principal owner's name _____

EIN/SSN _____ Date of birth ____/____/____ Percent of ownership _____

individual partnership joint venture corporation

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Question 6 continued.

6a. **Officer's name** _____

cont. **SSN** _____ - _____ - _____ Date of birth ____/____/____

Title _____

Officer's name _____

SSN _____ - _____ - _____ Date of birth ____/____/____

Title _____

Officer's name _____

SSN _____ - _____ - _____ Date of birth ____/____/____

Title _____

Check if attaching additional information

6b. **Individual** **Entity** Name _____

EIN/SSN _____ If **individual**, date of birth ____/____/____

Stock option Other (explain) _____

Percent of ownership: _____

If **entity** is checked, is the **business address** the same as that listed in question 1? Yes No

If no, list address

Street/P.O. Box _____ Floor #/Suite # _____

City/State/Zip Code _____

Main telephone number (_____) _____ - _____ Main fax number (_____) _____ - _____

Check if attaching additional information

6c. (Check all that apply)

Stock Ownership:

Used Pledged as collateral Other (explain) _____

Loan Obligation

Name of receiving **individual** and/or **entity** _____

EIN/SSN _____ If **individual**, date of birth ____/____/____

Percent of ownership: _____ Transaction date ____/____/____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 7. (Check all that apply)

- 7a. elected official elected officer appointed official appointed officer
 principal owner or officer **managerial capacity** **consulting capacity**

Employee's Name _____

SSN _____ Date of Birth ____/____/____

Title in **submitting vendor** _____

Name of organization elected or appointed to _____

Check if attaching additional information

- 7b. Full-time NYC **agency** employee Part-time NYC **agency** employee Consultant to NYC **agency**
 principal owner or officer **managerial capacity** **consulting capacity**

Employee's Name _____

SSN _____ Date of Birth ____/____/____

Title in **submitting vendor** _____

Name of NYC **agency** _____

Individual serves/served New York City **agency** as consultant advisor

Check if attaching additional information

- 7c. Paid officer in NYC political party Unpaid officer in NYC political party
 principal owner or officer **managerial capacity** **consulting capacity**

Employee's Name _____

SSN _____ Date of Birth ____/____/____

Title in **submitting vendor** _____

Name of political party _____

Check if attaching additional information

- 7d. Individual serves **submitting vendor** as
 principal owner or officer **managerial capacity** **consulting capacity**

Individual serves/served New York City **agency** as consultant advisor

Employee's Name _____

SSN _____ Date of Birth ____/____/____

Title in **submitting vendor** _____

Name of NYC **agency** _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 8. (Check all that apply)

Name of **controlled entity** _____

For profit **Not-for-profit corporation** Other (explain) _____

EIN/TIN/SSN _____

Address

Street/P.O. Box

City/State/Zip Code

Main telephone number (_____) _____ - _____ Main fax number (_____) _____ - _____

Check if attaching additional information

Corresponds to Question 9. (Check all that apply)

Submitting vendor has one or more **affiliate(s)**

(If checked) Name of **affiliate** _____

Type of business For profit **Not-for-profit corporation** Other (explain) _____

EIN/TIN/SSN _____

Address

Street/P.O. Box

City/State/Zip Code

Main telephone number (_____) _____ - _____ Main fax number (_____) _____ - _____

Check if attaching additional information

Submitting vendor is a **subsidiary** of and **controlled** by another **entity**

(If checked) Name of **controlling entity** _____

Type of business For profit **Not-for-profit corporation** Other (explain) _____

EIN/TIN/SSN _____

Address

Street/P.O. Box

City/State/Zip Code

Main telephone number (_____) _____ - _____ Main fax number (_____) _____ - _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 10.

submitting vendor **affiliate**

If **affiliate**, name _____ **EIN/TIN/SSN** _____

Name of prime contractor _____

Contract type _____

Contract number _____ **Contract** start date ____/____/____

Subcontract amount \$ _____

Name of NYC **agency** _____

Check if attaching additional information

Corresponds to Question 11.

11a. **submitting vendor** **affiliate**

If **affiliate**, name _____ **EIN/TIN/SSN** _____

Debarment proceeding pending Debarment in effect Period of debarment completed

Summary of finding _____

Date of finding (if any) ____/____/____

Name of government **agency** _____

Address

Street/P.O. Box _____

City/State/Zip Code _____

Check if attaching additional information

11b. **submitting vendor** **affiliate**

If **affiliate**, name _____ **EIN/TIN/SSN** _____

Date notified of **non-responsible** finding ____/____/____

Submitting vendor/affiliate appealed the finding of **non-responsible**, with the following outcome(s) upheld reversed pending

Summary of finding _____

Date of finding (if any) ____/____/____

Name of government **agency** _____

Address

Street/P.O. Box _____

City/State/Zip Code _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Question 11 continued.

11c. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

Declared in default Terminated for cause

Summary of finding _____

Date of finding (if any) ____/____/____ proceeding ongoing

Name of government **agency** _____

Address _____
Street/P.O. Box

City/State/Zip Code _____

Check if attaching additional information

11d. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

Ineligible to bid Ineligible to propose

Summary of finding _____

Date of finding (if any) ____/____/____ proceeding ongoing

Name of government **agency** _____

Address _____
Street/P.O. Box

City/State/Zip Code _____

Check if attaching additional information

11e. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

Suspension is pending in effect completed

Summary of finding _____

Date of finding (if any) ____/____/____ proceeding ongoing

Name of government **agency** _____

Address _____
Street/P.O. Box

City/State/Zip Code _____

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Check if attaching additional information

Question 11 continued.

11f. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

Summary of finding _____

Date of finding (if any) ____/____/____ proceeding ongoing

Name of government **agency** _____

Address

Street/P.O. Box _____

City/State/Zip Code _____

Check if attaching additional information

Corresponds to Question 12. (Check all that apply)

12a. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

judgment injunction lien

other (explain) _____

Name of **agency** _____

Date obligation filed ____/____/____ Date discharged ____/____/____

Amount of original obligation \$_____ Amount outstanding \$_____

Check if attaching additional information

12b. **submitting vendor** **affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

judgment injunction lien

other (explain) _____

Name of **agency** _____

open unsatisfied in effect today

Amount of original obligation \$_____ Amount outstanding \$_____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 13. (Check all that apply)

Within the past seven (7) years, bankruptcy proceedings

- have been initiated
- have been closed
- remain pending

These proceedings involve

- submitting vendor**
- affiliate**

If **affiliate**, name _____ EIN/TIN/SSN _____

Court name _____

Court address _____

Docket number _____ Date initiated _____ Date closed ___/___/___

Check if attaching additional information

Corresponds to Question 14. (Check all that apply)

14a. **submitting vendor** **principal owners or officers** **affiliate**

Name _____ EIN/TIN/SSN _____

terminated for cause revoked Date ___/___/___

permit license concession franchise lease

Name of sanctioning **agency** _____

Specify reason(s) for action _____

Check if attaching additional information

14b. **submitting vendor** **principal owners or officers** **affiliate**

Name _____ EIN/TIN/SSN _____

disqualified for cause Date ___/___/___

permit license lease concession franchise

Name of sanctioning **agency** _____

Specify the reason(s) for action _____

Check if attaching additional information

Corresponds to Question 15.

submitting vendor **affiliate**

individual serving as **principal owner** **officer** **managerial employee**

Name _____ **EIN/TIN/SSN** _____

Name of investigating government **agency** _____

Date initiated ____/____/____ Date completed ____/____/____ ongoing

Summary of investigation _____

Check if attaching additional information

Corresponds to Question 16. (Check all that apply)

16a. **submitting vendor** **affiliate**

former **principal owner** **officer** **managerial employee**

current **principal owner** **officer** **managerial employee**

Name _____ **EIN/TIN/SSN** _____

Found in violation of administrative provision(s)

statutory provisions(s)

regulatory provision(s)

convicted of a misdemeanor

Summary of finding _____

Date of action ____/____/____ Charging **agency** _____

Check if attaching additional information

Question 16 continued.

16b. **submitting vendor** **affiliate**

former **principal owners** or **officers** or **managerial employees**

current **principal owners** or **officers** or **managerial employees**

Name _____ **EIN/TIN/SSN** _____

convicted of a felony in the past ten (10) years

convicted of a crime related to truthfulness in the past ten (10) years

convicted a crime related to business conduct in the past ten (10) years

Summary of felony and/or crime _____

Date of action ____/____/____ Charging **agency** _____

Check if attaching additional information

16c. **submitting vendor** **affiliate**

former **principal owners** or **officers** or **managerial employees**

current **principal owners** or **officers** or **managerial employees**

Name _____ **EIN/TIN/SSN** _____

Charges pending are felony misdemeanor administrative charges

Summary of finding _____

Date of action ____/____/____ Charging **agency** _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one–six. If you need more space to respond, photocopy the corresponding section's pages, check the box that additional information is attached, and attach the photocopied page to this questionnaire.

Corresponds to Question 17.

Name of sanctioning agency _____

Name of sanctioned individual or entity _____

submitting vendor principal owners or officers affiliate

EIN/SSN/TIN _____

judicial disciplinary proceedings with respect to any professional license held

administrative disciplinary proceedings with respect to any professional license held

Summary _____

Date of action ____/____/____

Check if attaching additional information

Corresponds to Question 18.

Name _____ EIN/TIN/SSN _____

Address _____

Street/P.O. Box _____

City/State/Zip Code _____

Telephone number (____) ____ - ____ Fax number (____) ____ - ____

Check if attaching additional information

Corresponds to Question 19.

19a. Reason for exemption from income taxes _____

Check if attaching additional information

19b. Submitting vendor failed to file:

Federal taxes State taxes NYC taxes Other

If "State" is checked, and other than N.Y., name State _____

If "Other" is checked, specify _____

Taxes were not filed for tax years

19____ 20____ 20____ 20____ 20____

Check if attaching additional information

Question 19 continued.

19c. **Submitting vendor** failed to pay:

- Federal taxes
- State taxes
- NYC taxes
- Other NYC charges

If "State" is checked, and other than N.Y., name State _____

If "Other NYC charges" is checked, specify _____

Taxes were not paid for tax years:

- 19_____
- 20_____
- 20_____
- 20_____
- 20_____

Check if attaching additional information

Corresponds to Question 20.

audits revealed **material weaknesses** in:

- system of internal controls
- compliance with contractual agreements
- compliance with laws and regulations

Summary _____

Date ____/____/____

Check if attaching additional information

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING VENDOR NON-RESPONSIBLE WITH RESPECT TO THE VENDEX SUBMISSION, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____ serving as _____ for _____,
Name Title Submitting Vendor's Name

I hereby certify that:

- I have not altered the substance of this questionnaire in any manner;
- I have read and understand all of the items contained in the foregoing 19 pages of this questionnaire and the following _____ pages of attachments;
- I have supplied full and complete responses to each item therein to the best of my knowledge, information and belief;
- I understand that the New York City will rely on the information supplied in this questionnaire as an inducement to enter into a **contract** with the **submitting vendor**;
- I understand that at the time of execution of any **contract** with New York City, the **submitting vendor** will be required to certify that the information I have supplied remains accurate, and I further understand that I may provide to the VENDEX unit, in writing, any change(s) in the information provided in this questionnaire at the time of any change in the circumstances;
- I will notify the VENDEX unit in writing of all **subcontractors** engaged pursuant to each resulting **contract** valued at one hundred thousand dollars (\$100,000) or more;
- The **submitting vendor** was not founded or established and is not operated in a manner to evade the application or defeat the purpose of Section 6-116.2, subdivision (b) of the New York City Administrative Code, and is not the successor, assignee or **affiliate** of an **entity** which is ineligible to bid or propose on contracts or against which a proceeding to determine eligibility to bid or propose on contracts or against which a proceeding to determine eligibility to bid or propose on contracts is pending.

I further certify as to the following ongoing obligations of the **submitting vendor**:

- The New York City Administrative Code provides that the **submitting vendor** shall update the information provided in this questionnaire by submitting a current questionnaire every three years, to be provided no later than the date of award of any **contract** subsequent to the expiration of the three year period;
- The **submitting vendor** is required to certify, at the time of any future award, that the information previously submitted in its most recent **VENDEX** submission is full, complete and accurate, except as to any changed information the **submitting vendor** provides at that time and, as to that information, the **submitting vendor** shall be required to certify that it is full, complete and accurate.

Sworn to before me this _____ day of _____, 20_____;

Notary Public

Print name

Signature

_____/_____/_____
Date

PRINCIPAL QUESTIONNAIRE

The Vendor Information Exchange System (**VENDEX**) includes two questionnaires – the **vendor questionnaire** and the **principal questionnaire**. These have been developed to collect information from vendors who wish to do business with New York City, to ensure that New York City obeys the mandate in its charter to do business only with responsible vendors.

Questionnaires may be obtained in paper format from the VENDEX Unit (212-341-0933) or downloaded from the NYC website at <http://www.nyc.gov/vendex>.

Questionnaires must be completed in paper format. All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. If more space is needed to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to the questionnaire.

The publication "Vendor's Guide to VENDEX" provides assistance and explanation for the questionnaires, including definitions of terms or phrases written in **bold** face throughout the questionnaires. If you have not obtained a copy of this publication, please download a copy from the New York City web site, or contact the VENDEX Unit at 212-341-0933.

If you have questions, contact the VENDEX Unit at 212-341-0933.

ANSWER THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A FULLY COMPLETED QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE VENDEX SUBMISSION. MAKING ANY UNAUTHORIZED CHANGE OR ALTERATION TO THE QUESTIONNAIRE WILL RENDER IT VOID.

Name of **submitting vendor** _____

Submitting vendor's EIN/SSN/TIN _____

Type of submission: (Check one)

- 1. Full questionnaire
- 2. **Changed questionnaire**

If checked, provide submission date of last full questionnaire: ____/____/____

Name of person completing this **principal questionnaire** _____

Employer/Title _____

Telephone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

Email address _____

The disclosure of the **social security number** is mandatory under the right granted New York City by the Tax Reform Act of 1976 and will be used for the purpose of tax administration. The number may also be used for general identification purposes. If you do not consent to such additional use for general identification purposes, please check here.

1. **Principal owner or officer's name** _____ **SSN** ____/____/____
 Date of birth ____/____/____

Home address _____
 Street/P.O. Box/Apt Number _____ Floor #/Suite # _____

City/State/Zip Code _____

Primary place of business address

Street/P.O. Box/Apt Number _____ Floor #/Suite # _____

City/State/Zip Code _____

Business telephone (_____) _____ - _____ Business fax number (_____) _____ - _____

Business email address _____

2. State all positions (with dates) held with **submitting vendor** during the past five (5) years

Title of position held:	Dates held	From	To
1) _____	_____	____/____/____	____/____/____
2) _____	_____	____/____/____	____/____/____
3) _____	_____	____/____/____	____/____/____

Check if more than three (3) positions were held, and attach list of titles and dates held

3. No Yes Do you hold a ten (10) percent or greater ownership interest in the **submitting vendor**?

4. No Yes Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the **submitting vendor**?

5. No Yes Within the past three (3) years, have you been a **principal owner** or **officer** of any **entity** other than the **submitting vendor**?

6. No Yes Has New York City awarded any **contracts** to an **entity** listed in response to Question 5 while you were a **principal owner** or **officer**?

7. At any time during the past five (5) years, have you, and/or any **entity** in which you have been a **principal owner** or **officer**, been subject to any of the following actions, whether pending or completed:

- a. No Yes debarred from bidding on any government **contract**?
- b. No Yes found **non-responsible** on any government **contract**?
- c. No Yes declared in default and/or terminated for cause on any **contract**, and/or had any **contract** canceled for cause?
- d. No Yes determined to be ineligible to bid or propose on any **contract**?
- e. No Yes suspended from bidding on any government **contract**?
- f. No Yes received an overall unsatisfactory performance rating from any government **agency** on any **contract** or agreement?

8. Do you presently serve, or have you within the past five (5) years served, as:

- a. No Yes an elected or appointed official or officer?
- b. No Yes a full or part-time employee in a New York City **agency** or as a consultant to any New York City **agency**?
- c. No Yes an officer of any political party organization in New York City, whether paid or unpaid?
- d. No Yes as a consultant or advisor to a New York City **agency** that is or was involved in the solicitation, negotiation, operation and/or administration of **contracts** on which the **submitting vendor** will work during this three year **VENDEX** cycle?

9. During the past five (5) years, have you failed to:

- a. No Yes file any applicable federal, state or New York City tax returns?
- b. No Yes pay any applicable federal, state or New York City taxes or other assessed New York City charges, including but not limited to water and sewer charges?

Provide details to questions answered "yes" in the corresponding section below.

Corresponds to Question 3.

Total percentage of stock owned: _____ Purchase date: ____/____/____
(if sole proprietorship, enter 100%)

Corresponds to Question 4. (check all that apply)

- Loan amount \$ _____ Lease amount \$ _____
- Guarantee amount \$ _____ Other _____ \$ _____
(Name)
- Security amount \$ _____ Other _____ \$ _____
(Name)

Corresponds to Question 5.

Name of **entity** of which you are/were a **principal owner** or **officer**

Address _____

EIN/TIN _____ Telephone number (____) _____ - _____

Your title _____

Associated from ____/____/____ to ____/____/____ Still serving

Check if attaching additional information

Corresponds to Question 6.

Name of **entity** that received the **contract**

EIN/TIN _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

Corresponds to Question 7. (Use this box for only one action. For each additional action, photocopy this page, complete the information and attach to this questionnaire.)

The following refers to section: 7a 7b 7c 7d 7e 7f

Action applies to:

You (as **principal owner** or **officer**)

Entity. If checked, name _____

Entity's EIN/TIN _____

Your title (as **principal owner** or **officer**) (while action was underway)

Action is: Pending Completed

Date of action From ____/____/____ To ____/____/____ Still ongoing

Name of **agency** initiating action _____

Contract number _____

Reason for action _____

Check if attaching additional information

Corresponds to Question 8. (check all that apply)

8a. elected official elected officer appointed official

Name of **agency** where you serve(d) _____

Date started ____/____/____ Date completed ____/____/____ Still Serving

Check if attaching additional information

8b. Full time employee Part time employee Consultant to NYC **agency**

Name of **agency** where you work(ed) _____

Date started ____/____/____ Date completed ____/____/____ Still Serving

Check if attaching additional information

8c. paid officer unpaid officer

Name of political party or organization _____

Date started ____/____/____ Date completed ____/____/____ Still Serving

Check if attaching additional information

8d. **Individual** serves/served New York City **agency** as consultant advisor

Employee/advisor's name _____

SSN _____ Date of Birth ____/____/____

Name of NYC **agency** _____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

Corresponds to Question 9.

9a. You failed to file

- Federal taxes
- State taxes
- N.Y. City taxes
- Other

If "State" is checked, and other than N.Y., name State _____

If "Other" is checked, specify _____

Taxes were not filed for tax years:

- 19_____
- 20_____
- 20_____
- 20_____
- 20_____

Check if attaching additional information

9b. You failed to pay:

- Federal taxes
- State taxes
- N.Y. City taxes
- Other NYC charge

If "State" is checked, and other than N.Y., name State _____

If "Other NYC charge(s)" is checked, specify _____

Taxes were not paid for tax years:

- 19_____
- 20_____
- 20_____
- 20_____
- 20_____

Check if attaching additional information

Provide a detailed response to all questions checked "YES" from pages one - three. If you need more space to respond, photocopy the corresponding section's page, check the box that additional information is attached, and attach the photocopied page to this Questionnaire.

CERTIFICATION

THE PRINCIPAL QUESTIONNAIRE MUST BE CERTIFIED BY THE PRINCIPAL COMPLETING THE QUESTIONNAIRE. A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING VENDOR NON-RESPONSIBLE WITH RESPECT TO THE VENDEX SUBMISSION, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____ serving as _____ for _____,
Name Title Submitting Vendor's Name

being duly sworn, certify that:

- I have not altered the substance of this questionnaire in any manner;
- I have read and understand all of the items contained in the foregoing 6 pages of this questionnaire and the following _____ pages of attachments;
- I supplied full and complete responses to each item therein to the best of my knowledge, information and belief;
- I understand that New York City will rely on the information supplied in this questionnaire as an inducement to enter into a **contract** with the **submitting vendor**;
- I understand that at the time of execution of any **contract** with New York City, the **submitting vendor** will be required to certify that the information I have supplied remains accurate, and I further understand that I may provide to the **VENDEX** unit, in writing, any change(s) in the information provided in this questionnaire at the time of any change in the circumstances;
- I have read the vendor questionnaire submitted by the **submitting vendor**, and the answers thereto, and that, to the best of my knowledge, information and belief, those answers are full, complete and accurate.

Sworn to before me this _____ day of _____, 20_____;

Notary Public

Print name

Signature

_____/_____/_____
Date

**DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).**

CERTIFICATION OF NO CHANGE

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE SUBMITTING ENTITY NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Submitting entity _____ Are you submitting this Certification as a parent? <input type="checkbox"/> Yes / <input type="checkbox"/> No EIN/TIN _____ Address _____ Agency _____

I, _____, being duly sworn, state that I have read and understand all the items contained in the _____ questionnaire, dated _____ [if applicable: and the submission(s) dated _____, updating the information in that questionnaire]; and that, to the best of my knowledge, information and belief, the answers contained in the _____ questionnaire [if applicable: as modified by the submission(s) dated _____,] are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate. I further certify on behalf of the **submitting vendor** that the information contained in the **principal questionnaires** for _____, dated _____, _____, dated _____, _____, dated _____, [if applicable: and the submission(s) dated _____, updating the information in those questionnaires] has been verified and continues to the best of my knowledge to be full, complete and accurate. I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Sworn to before me this _____ day of _____ 20_____		
_____ Notary Public	_____ County License Issued	_____ License Number
BY _____ Print name		
_____ Title		
_____ Signature	_____ Date	
ON BEHALF OF _____ Name of submitting entity		

MEMORANDUM

To: Contracting Staff at
(Agency)

From: _____
(Name) (Organization)

Regarding: _____
(Contract Name) (PIN)

Date: _____

Please be advised that as of _____ (Date), we have sent
(check one)

- New VENDEX forms
- Changed VENDEX forms

to the Mayor's Office of Contract Services, VENDEX Processing Unit, 253 Broadway,
9th Floor, New York, N.Y. 10007