



October 16, 2012

**Addendum #2**

**RE: Continuity of Operations (COOP) Application RFP**

**PIN: 01712P0003**

Dear Potential Proposer:

The New York City Office of Emergency Management (OEM) is issuing **Addendum #2** to the Continuity of Operations (COOP) Application Request for Proposals, PIN: 01712P0003.

- OEM has also revised several attachments to the RFP, which can be found in this addendum.
- Sections I, II, and III have been amended and all changes to this Request for Proposal are in ***bold italic font***.
- This addendum also provides answers to technical questions OEM received to date regarding this RFP. OEM made its best effort to group the questions and answers by subject matter and the date it was received.
- OEM has also enclosed the sign-in sheet and a copy of the transcript from the pre-proposal conference on October 3, 2012.

**Please be advised that this addendum supersedes any information provided by OEM at the pre-proposal conference held on 10/03/2012 and the original RFP. The bid due date of this RFP remains Wednesday, October 31, 2012 at 10:00 AM EST.**



## **ADDENDUM ITEMS**

**Attachment B, Price Proposal Form.** Attachment B has been deleted and replaced with **Revised Attachment B**, a copy of which is attached to this Addendum, to update the sections referenced in the RFP.

**Attachment F, M/WBE Contract Provision – Notice to All Prospective Contractors.** Attachment F has been deleted and replaced with Revised Attachment F, a copy of which is attached to this Addendum.

**Attachment K, Current COOP Application.** Attachment K has been attached to this Addendum, to add additional pages.

**Attachment L, Local Laws 30 and 33.** Attachment L has been attached to this Addendum, to add additional pages.

## **AMENDED SECTIONS OF THE RFP**

The following sections of the RFP have been amended as follows (changes are in ***bold italic*** font):

### **SECTION I: TIMETABLE**

**D. Anticipated Contract Start Date: *July 1, 2013* (page 5 of the RFP)**

### **SECTION II: SUMMARY OF THE REQUEST FOR PROPOSALS**

**B. Anticipated Contract Term (page 6 of the RFP)**

It is anticipated that the term of the contract awarded from this ***RFP will be twelve months, from July 1, 2013 to June 30, 2014, contingent upon available funding,*** and with three (3) two (2) year options to renew. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

### **SECTION III: SCOPE OF WORK**

**Technical Requirements (page 7 of the RFP)**

The database must adhere to the following technical requirements:

1. Hosting

- ***It is anticipated that*** the proposed application and all associated databases will be hosted at the Department of Information Technology and Telecommunications (DOITT) data center located at Metrotech Center in Brooklyn NY.



- The preferred platform is Windows VM.
- The system must be accessible over the City's network (CityNet) as well as via the City's Remote Access.
- Although OEM prefers that DOITT host the application, the Agency will consider alternatives such as SaaS or Cloud Computing. These alternatives must work with the appropriate operating system, hardware platform, and system operating requirements as set forth above.

## Functional Requirements

The database must have the following functionalities and features:

### ***Required Supplemental Features (page 10 of the RFP):***

***The application must have the following two features; however, OEM reserves the right to purchase one, both, or neither.***

#### Geographic Information

- Provide geographic information functionality that allows for the creation, visual display and analysis of geographic plan information.
- For records that contain geographic information (e.g. address data for facilities listed in plan), the system must have the capacity to interface with Geosupport, the City of New York's address verification tool, which queries address information against a database, and returns a standardized address, as well as x,y coordinates of that address.

#### Notifications Module

- The application must provide a robust tool for sending notifications during a COOP event. The vendor must provide information about how the system will operate during incidents that render normal communication modes unavailable.
- The notification tool should have the following features: sending and receiving SMS/text, voice, and e-mail messages with response tracking, VOIP or text-to-voice capacity for phone voicemail, web access for system administration and user access.
- The notification module should integrate seamlessly with the planning component of the software. It must have the capability to both:
  - Mirror contact information and call groups/trees identified in the plan
  - Dynamically create and update notification groups based on pre-identified roles and/or attributes from employee records stored in the COOP plan
- The system should also include a conference call tool to aid communication for team members that need to get status updates or further instructions.
- On the Revised Price Proposal, vendors must specify how their pricing model is tiered, based on either employees stored in the system, messages sent from the system or both. Pricing should clearly differentiate between proposed system fees versus telecom charges (e.g., per-minute voice, SMS/text messaging).



The following sentence of the RFP has been deleted:

### **SECTION III: SCOPE OF WORK**

#### **Technical Requirements**

#### **2. Security and Access Control (page 8 of the RFP)**

*The system must meet NYC security standards as detailed herein and in Attachment J.*

### **ANSWERS TO QUESTIONS OEM RECEIVED BY 10/12/2012**

#### **Technical Questions**

#### **1. Question: Can you define C.O.T.S.?**

Answer: Commercial, off-the-shelf (COTS) defines technology that is ready-made and available for sale, lease, or license to the general public. The term often refers to computer software or hardware systems and may also include free software with commercial support. COTS purchases are alternatives to in-house developments or one-off government-funded developments. COTS typically requires configuration that is tailored for specific uses.

The expectation of COTS software for the COOP Program by the City of New York includes moderate customization options and maintenance support into the future for the duration of the contract. For more information on the definition of COTS please see the Federal Acquisition Regulation standard here:  
[http://www.acquisition.gov/far/current/html/subpart%202\\_1.html#wp1145507](http://www.acquisition.gov/far/current/html/subpart%202_1.html#wp1145507)

#### **2. Question: Are your current plans from templates?**

Answer: Yes, a plan template was developed for use by all participating agencies in the NYC COOP program. The template is based on a standardized set of Crystal reports and Microsoft Word documents that make up a table of content for plan publishing.

#### **3. Question: How many templates do you currently utilize?**

Answer: Currently, there is one (1) customized plan template, based on a standardized table of contents (utilizing both Crystal reports and Microsoft Word documents) that is used by all agencies in the COOP program. To allow for maximum flexibility and customizability, the proposed application should allow for the development and use of multiple plan templates. Only administrators of the application will have access to customize and/or add additional templates.

#### **4. Question: You stated 43 city agencies will be utilizing the system. How many organizational units per each agency? How many locations?**



Answer: The NYC COOP program currently includes 43 city agencies. The proposed application should be scalable so that the number of city agencies and their associated organizational structures can expand and contract, as needed. For more information on the quantity of resource records currently stored, please refer to **Attachment K: Current COOP Application**.

**5. Question: How many plans do you currently have in your present system? What is the average size of your plans? How many would you class as small; medium; and large sized plans?**

Answer: At present, there are in the range of 150-200 plans stored in the current COOP application. Plans range anywhere from approximately 100 pages, to over 600 pages in length. Variations in plan length are due to differing amounts of information, procedures, data and/or appended reference documents uploaded or entered into the existing COOP application. In total, the database for the current COOP application is approximately 60 Gigabytes in size.

**6. Question: Please provide representative samples of a small, medium and large plan for our review.**

Answer: For security and confidentiality reasons, the City of New York is unable to provide plan samples for review.

**7. Question: How many reference documents are in your present system? What is the average number of reference documents per plan?**

Answer: Each plan includes 23 standard reference documents (uploaded as Microsoft Word files) and the option of including an unlimited amount of additional reference documents, which can be uploaded in various file formats (including, but not limited to Microsoft Word, Microsoft Excel, PDF, etc). Currently, there are approximately 5000 reference documents uploaded in the current COOP application, across all agencies and plans. The proposed application should not be limited in the amount of reference documents that can be uploaded and attached to plans.

**8. Question: What reference data will need to be imported into the system and dynamically managed as part of the plan content? Team Members? Contacts? Assets? Procedures? Documents? Other?**

Answer: At minimum, the proposed application should be capable of managing the data referenced in **Attachment K: Current COOP Application**. Final instructions on whether all or certain subsets of this data that will be migrated from the current to the new application will be relayed during the migration phase of the implementation.

**9. Question: What data will need to be updated and how often?**

Answer: Users of the proposed application must be able to make updates to all data (except for data that can be viewed/edited only by administrators), as often as necessary.



**10. Question: How many custom reports does your present system have and what are they?**

Answer: The current COOP application includes over 300 custom reports. Examples include reports on User Activity, Resource Summaries, Plans by Agency, and Employees by Plan.

**11. Question: How many total users do you anticipate requiring?**

Answer: At present, there are 220 total user IDs in the current application. Because the program includes multiple users, across 43 city agencies, the number of total users is consistently changing, to account for new COOP team members/users from various agencies along with employees that no longer have COOP responsibilities. The proposed application should be capable of managing access control to no fewer than the above amount, but preferably, no limits should be placed on the amount user credentials that are managed by the system. The current COOP application is licensed to allow for 60 concurrent users, logged on, and using the application at any one time. Similarly, the proposed application should allow for no fewer than 60 concurrent users.

**12. Question: What is NYC's current Emergency Notification Tool?**

Answer: There is currently no standardized, citywide tool used for sending emergency notifications exclusively to City of New York employees. Some NYC agencies have procured or developed their own emergency notification solutions, but none have been made available for citywide use. Furthermore, the Office of Emergency Management utilizes Send Word Now and Blackboard Connect for Notify NYC, an opt-in service available to the public for receiving general notifications about emergencies and other incidents. Notify NYC is not intended to disperse specific emergency or continuity information to City of New York employees.

**13. Question: How many employees or contacts would be required for the Emergency Notification system?**

Answer: While the proposed emergency notification system should be capable of being scaled to include additional employees, the initial proposal should be based on an estimated capacity of 5000 – 10,000 employees and their associated contact information. On the Revised Price Proposal, vendors must specify how their pricing model is tiered, based on either employees stored in the system, messages sent from the system or both. Pricing should clearly differentiate between proposed system fees versus telecom charges (e.g., per-minute voice, SMS/text messaging).

**14. Question: How many overall Administrators would be managing the BCM software?**

Answer: At this time, there are four (4) system administrators, though the proposed application should be capable of adding additional administrators, as needed.





New York City Office of Emergency Management

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Brooklyn, New York, 11201

Please note that questions asked during the pre-proposal conference can be found in the transcript, which has been attached to this addendum.

If you are responding to this RFP, please remember to list this Addendum on Attachment D, and submit it with your full proposal. The deadline to a submit proposal for this RFP is **Wednesday, October 31, 2012 at 10:00 AM EST**. Thank you for your interest in OEM.



**ATTACHMENT B:**  
**PRICE PROPOSAL FORM REVISED**  
**PIN#: 01712P0003**  
**CONTINUITY OF OPERATIONS APPLICATION**

Price proposals should be submitted in a separate sealed envelope labeled "Price Proposal." The Price Proposal envelope should be submitted along with the proposer's technical proposal. The Total Price should include all costs associated with this project. It is expected that the proposed "Cost" will be fixed for the entire duration of the contract. This is based on estimates for a fifteen-month period and will be used by the agency for price comparison purposes. **Note that that "Cost" should include all "Personnel Costs" and "Other than Personnel Costs."**

**PART I:**

Item #	Services	Unit of Measure	Unit Cost	Total Cost
1	Plan Application <i>(Creation of a database with the technical and functional features described in Section III)</i>	One Time Cost		\$
2	Data Migration <i>(As defined in Section III)</i>	One Time Cost		\$
3	Customer Technical Support <i>(As defined in Section III)</i>	Monthly	\$	\$
4	Maintenance <i>(Software Updates and Enhancements)</i>	Monthly	\$	\$
5	Training <i>(10 sessions as defined in Section III)</i>	Session	\$	\$
<b>GRAND TOTAL</b> <b>(Add total cost for lines 1-5)</b>				\$

**PART II –ADDITIONAL FEATURES:**

Enter the cost for two additional functional features: the Geographic Information and Notification Module. These costs must be part of Line Item #1: Plan Application, listed above. OEM reserves the right to purchase one, both, or neither of these two items. If OEM desires to purchase these items, OEM will hold vendors to the proposed costs. **Regarding the Notifications Module, vendors must also attach a description that specifies how the proposed pricing model is tiered, based on either employees stored in the system, messages sent from the system or both. Prices should differentiate between proposed system fees versus telecom charges.**

Services	Unit of Measure	Total Cost
<i>Geographic Information (As defined in Section III)</i>	One Time Cost	\$
<i>Notifications Module (As defined in Section III)</i>	One Time Cost	\$

## **NOTICE TO ALL PROSPECTIVE CONTRACTORS**

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

#### **ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.**

**The Contractor must comply with all applicable M/WBE requirements for this Contract.**

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

#### **PART A**

#### **PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS**

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The "**Target Subcontracting Percentage**" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, *and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at [procurement@oem.nyc.gov](mailto:procurement@oem.nyc.gov) or via facsimile at (718) 246-6011.* Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR WILL BE**

**NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5), i.e., a contract valued at or below \$3M (for projects in New York City) where the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7<sup>th</sup> floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5), i.e., a contract valued at or below \$3M (for projects in New York City) where the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs

and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

## **PART B**

### **MISCELLANEOUS**

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

## **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

5. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

## Attachment K: Current COOP Application

### I. SYSTEM OVERVIEW OF CURRENT COOP APPLICATION

- **Vendor:** SunGard
- **Application:** Living Disaster Recovery Planning System (LDRPS)
- **Version:** 10.3
- **Users IDs:** 220
- **Concurrent User Licenses:** 60
- **Data Snapshot:**
  - **Dictionaries:**
    - **Facilities (54 fields):** 2289 records
    - **Equipment (21 fields):** 2954 records
    - **Supplies (23 fields):** 2708 records
    - **Vital Records (26 fields):** 1580 records
    - **Interoperable Communications (20 fields):** 455 records
    - **Applications & Systems (18 fields):** 847 records
    - **Processes (12 fields):** 1290 records
    - **Tasks (4 fields):** 3799 records
    - **Teams/Positions (5 fields):** 1477 records
    - **Employees (37 fields):** 222,234 records
    - **Supporting Organizations (20 fields):** 4496 records
    - **Orders of Succession/Delegations of Authority (27 fields):** 1032 records
  - **Documents Uploads:** 4897 records
  - **Additional:** Call-lists, employee attributes, general and component-level resource assignments, published plan repository
- **Use:** The business purpose of the LDRPS application is to provide NYC agencies with a comprehensive planning tool in order to create and maintain COOP plans.
- **Hosting:** Department of Information Technology & Telecommunications (DoITT) CityNet SQL Server Farm
- **Database Information:**
  - **MS SQL Server:** 2008 R2
  - **SQL Database**
    - **Initial Capacity: 1 GB**
    - **Current Size:** Approximately 60 GB
  - **SQL Transaction Log**
    - **Initial Capacity: 1 GB**
    - **Current Size:** Approximately 15 GB
  - **Database Growth:** allow DB to grow automatically by default 10%

## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

Local Law 30-2012

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of the city of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of the city of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

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

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "subcontractor" shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption.

Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) how its employees can report to the New York city department of investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and the city's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

Local Law 33-2012

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of the city of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of the city of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

(i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;

(ii) reinstatement of full seniority rights;

(iii) payment of lost compensation; and

(iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. "Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.

8. "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of the city" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of the city shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve

corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to the city chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of the city, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of the city in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral

agency of the city, to the city officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorneys' fees. An officer or employee described in this paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against the city, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies and contractors of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.