

**THE CITY OF NEW YORK
POLICE DEPARTMENT
REQUEST FOR PROPOSALS
FOR
RECRUITMENT ADVERTISING AND PRODUCTION SERVICES
PIN: 056090000614**

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AUTHORIZED AGENCY CONTACT PERSON

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

Name:	Name:	Sheridan Ameer, Deputy Agency Chief Contracting Officer
	Mailing Address:	NYPD Contract Administration Unit
		51 Chambers Street, Room 310
		New York, New York 10007
	Telephone #:	(646)-610-5221
	Fax #:	(646)-610-5224
	E-Mail Address:	sheridan.ameer@nypd.org



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SECTION I - TIMETABLE

A. Release Date of this Request for Proposals: Friday, October 17, 2008

All questions and requests for additional information concerning this RFP should be directed to **Sheridan Ameer**, Deputy Agency Chief Contracting Officer, the Authorized Agency Contact Person, at:

Telephone #: 646-610-5221
Fax #: 646-610-5224
E-Mail Address: sheridan.ameer@nypd.org

B. Pre-Proposal Conference:

- **Date:** Monday, November 3, 2008
- **Time:** 11:00 A.M.
- **Location:** Office of the Mayor
253 Broadway – 14th Floor Conference Room
New York, NY 10007

Attendance by proposers at the pre-proposal conference is optional but strongly recommended. **Please register for the conference** by contacting Deputy Agency Chief Contracting Officer, Sheridan Ameer at Sheridan.Ameer@nypd.org or at (646) 610-5221. The e-mail should contain both the name of the prospective vendor, and the names, titles and contact information of all individuals who plan to attend on behalf of the prospective proposer, and should be received by Sheridan Ameer no later than 2 business days before the Conference. **Conference attendees must be prepared to show picture identification for building admission**; please allow sufficient time to clear security.

C. Proposal Due Date, Time and Location:

Date: Friday, November 21, 2008
Time: 2:00 P.M.
Location: Proposals shall be submitted to:

Sheridan Ameer
Deputy Agency Chief Contracting Officer
NYPD Contract Administration Unit
51 Chambers Street, 3rd Floor, Room 310
New York, NY 10007

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

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules.

The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

D. Anticipated Contract Start Date: June 15, 2009

SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The New York City Police Department (“NYPD” or “the Department” or “the Agency”) is seeking an appropriately qualified vendor (“the Proposer” or the “Contractor”) for the provision and implementation of a full-service Recruitment Advertising and Production Services marketing strategy. The campaign would create a positive image of the NYPD and allow the Agency to improve police officer recruitment by increasing the number and diversity of high quality applicants for the Police Officer Exam. The integrated advertising and marketing plan would include the full range of services, including but not limited to creative development and design of advertising methods (website, television, print and radio messages); special events and publicity management; demographics analysis; evaluation methodology of recruitment campaign effectiveness; and budget analysis.

The selected vendor(s) would assist the NYPD’s Commanding Officer for the Recruitment Section to develop the approved strategy into a comprehensive advertising and marketing campaign in support of its recruitment efforts of Police Officers or other titles as requested by the Department.

This requirements contract may be utilized by other uniform City Agencies, such as the Department of Corrections after contract registration with the New York City’s Comptroller’s Office.

Background

In 1995, the NYPD increased its minimum hiring qualifications, requiring 60 college credits or military experience in addition to a high school diploma. Prior to this change, the Department easily fulfilled its hiring needs through its recruitment programs in High Schools in New York City and surrounding Counties.

Recruitment campaigns are primarily geared towards attracting qualified candidates to apply for a Police Officer Test on a specific date within or outside New York City. The City of New York offers the exam within the City through the Department of Citywide Administrative Services. Remote site exams are also offered outside of the City on a smaller scale and are generally aimed at the college and military community. The Department has also sought an expanded, broader based national campaign strategy. Qualifications for a Police Officer Test filer and a Police Officer recruit are defined in Appendix B.

The NYPD is seeking to reverse the decline in the number of filers for the Police Officer Test possibly due to higher academic standards and a formerly lower starting salary (see Appendix D for exam results from the current advertising campaign). The ultimate goal of the Department is to recruit and hire a diverse police workforce to protect and serve the people of New York City.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP would be for five (5) years with two (2) two 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.

C. Anticipated Maximum Available Funding

It is anticipated that the maximum available funding for the contract awarded from this RFP would be \$8 million per year. Greater consideration will be given to proposers that propose more competitive prices and/or more efficient use of funds.

D. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be performance-based as a combination of line-item budget reimbursement for each deliverable to be paid in the form of milestone payments. The Agency reserves the right to apply liquidated damages.

The Agency will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City's best interest. Greater consideration may be given to proposers that propose more competitive rates and or incentives.

SECTION III - SCOPE OF SERVICES AND MWBE REQUIREMENTS

A. Agency Goals and Objectives for this RFP

The New York Police Department's mission is to provide safety, fight crime and disorder and ensure a high quality of life for City residents. The Department protects lives and property; responds to emergency calls, especially to crimes in progress; investigates reported crimes; apprehends violators; and deals with conditions that affect the quality of life in the City. The Department also responds promptly to emergencies and disasters, keeps order at public events, demonstrations, and civil disturbances; intervenes in family disputes; refers people in distress to appropriate social service agencies; and works in partnership with communities to achieve crime prevention. The Department is committed to its mission to protect the lives and property of the citizens of New York City, to treat every citizen with courtesy, professionalism, and respect, and to enforce the laws impartially, fighting crime both by deterring it and by aggressively pursuing perpetrators.

The Agency's goal for this RFP is to provide its Recruitment Section with the tools necessary for the fulfillment of the NYPD's core mission – the recruitment of a talented pool of Police Officers on a yearly basis. The Recruitment Section is charged with the responsibility of overseeing the NYPD's recruitment efforts; supply an adequate number of qualified, diverse candidates to the Department's Applicant Processing Division (a description of the titles in the Recruitment Section is contained in Appendix C). The Recruitment Advertising and Production Services (RAPS) sought through this RFP will allow the NYPD to improve its marketing and communications strategy to meet its goals. A successful RAPS campaign will stem the decline in the Police Officer exam attendance rate – the ratio of the number of candidates actually tested (test takers) to the number of applicants registered to take the Police Officer Exam (exam filers); and increase the yearly number of quality Police Officer recruits (see Appendix D for data relating to recent City Police Officer Exams).

The NYPD projects its gross recruitment needs at approximately 100,000 exam filers per year for the following reasons:

1. The screening process¹ for Police Officer recruits is demanding and extensive due to the nature of the Department's work, the high profile nature of the City it protects and current global conditions.
2. While many candidates fail to meet the Department's rigorous standards, others elect not to continue the lengthy background investigation process.
3. A historically large "no show" rate for exam filers. Informal in-house surveys show that for a variety of reasons candidates have found it inconvenient or impossible to be at a test location. The Department has attempted to address this situation by offering multiple seating options for recent exams.

B. Assumptions Regarding Intellectual Property

¹ The screening process is comprised of four (4) major phases. A candidate who successfully passes the written exam must then pass:

1. A complete medical exam
2. Full written and oral psychological exams (Proposers will not be allowed to obtain a copy of these exams)
3. A physical agility test
4. A full and complete background investigation

The actual hiring timeframe for a Police Officer can vary greatly from under 6 months and up to 5 years depending on several factors. Civil Service Exam Lists of those who passed a particular Police Officer Exam are valid for four (4) years from official publication date, which is established after any appeals are heard and decided. During the four years an individual is on a Civil Service Exam List, he or she could gain college credits or military experience before finalizing an application to the NYPD. A good mean timeframe from exam to acceptance (completion of background investigations, physical and psychological screenings, etc.) would be approximately 18 months, with the Police Academy training program adding an additional 7 months to that mean.

The Department assumes that all work products, items, materials and intellectual property created, developed or purchased for the NYPD by the firm awarded this contract shall be provided to and become the exclusive property of the New York City Police Department.

C. Agency Assumptions Regarding Contractor Approach

Experience

The selected proposer will have an adequate amount of experience to achieve the objectives set forth in the Specifications Regarding Required Work section of this RFP.

Organizational Capability

The selected proposer will have the organizational capability to provide adequate work as specified in the in the Specifications Regarding Required Work section of this RFP.

D. Specifications Regarding Required Work

The following specifications shall be included and made part of the Agreement. The Contractor (the successful and awarded respondent to this RFP) shall be required to perform the necessary services in accordance with these specifications.

I. General Services

- (a) The Contractor would survey the New York Police Department's programs and their relationship to the Department's Recruitment advertising and marketing objectives.
- (b) The Contractor would work in conjunction with the Department to plan and develop an overall strategy to increase the number and quality of filers for NYPD Police Officer exams, as well as strategies for specific marketing and advertising campaigns or portions thereof. The ideas developed shall represent an overall, integrated theme so as to maintain continuity within the specific campaigns. The project ideas and concepts submitted will be approved by and supplement the recommendations of the Department's Recruitment Unit and its advisors.
- (c) The Contractor would analyze both national and regional research to determine the best strategies or campaigns. (NYPD research is deemed proprietary and confidential.) Where appropriate, the Contractor, with the written approval of the Department, would conduct research/focus groups in order to suggest refinements to strategies, campaigns or creative executions.
- (d) The Contractor would survey the Department's current advertising in minority and foreign language communities to ensure that the Department's efforts keep pace with changing demographics and current events.
- (e) The Contractor would work with the NYPD Video Production Unit and have access to footage with appropriate Department approvals that could be used for campaigns.
- (f) The Contractor would attend and participate in regular meetings with NYPD Recruitment Unit and marketing staff and maintain a record of the results of these meetings.
- (g) The Contractor would prepare and submit marketing and advertising plans to the Department's Project Manager that include the best, or the best combination of, media and weights to deliver the creative executions, complete with budgets and estimates for the productions and marketing

peripherals, such as brochures and public relations to support these campaigns. The Department's Project manager would submit these advertising plans to for advance approval to the Department's Commanding Officer of the NYPD Recruitment section, or his/her designee.

- (h) Upon receipt of the NYPD Project Manager's written approval of advertising plans and all the materials required for such advertising plans, the Contractor would produce or competitively secure through sub-contractor agreements, in accord with New York City Procurement Policy Board Rules, all creative and mechanical services including, but not limited to: video/film/radio direction, production and post-production; copywriting; media buying; graphics development; and mechanicals for the production of all types of advertisement, and would sub-contract for the necessary publication space, broadcast time, or special services deemed appropriate.
- (i) The Contractor would assist in the recruitment direct-mail project by providing address databases and labels for targeted recruitment groups, businesses, community boards, schools and colleges, etc.
- (j) The Contractor, with the approval of the Department would investigate target recruitment audience(s) and professional law enforcement associations for the Department and would collaborate with the Department in the preparation and production of collateral materials, such as booklets, circulars and reports (whenever it is mutually agreed by Contractor and the NYPD that any such collateral material would benefit the department's recruitment programs).
- (k) The Contractor would provide advice and assistance to the Department on matters pertaining to marketing and advertising, including direct marketing and advertising problems, policies, research and annual plans, so as to ensure the Department benefits to the fullest extent possible from the Contractor's specialized knowledge and experience.
- (l) The Contractor would monitor, analyze and report on the Department's recruitment advertising campaigns. At the conclusion of each campaign, if requested by the Department, the Contractor would prepare, in addition to the reports detailed herein, a written analysis of the campaign, including but not limited to statistical analyses of its effect and recommendations for improvement. After the Department has reviewed the Contractor's analysis, the Contractor would meet with the Department to discuss the analysis and its recommendations. The Department may, at any time, require further information or analysis concerning the campaign from the Contractor, and the contractor would accommodate such requests.
- (m) As requested in writing by the Project Manager, the Contractor would develop, place and/or provide ongoing management of direct marketing programs/packages, public relations, promotional or any other materials in support of a particular campaign or portion thereof, as requested, in writing, by the Department.
- (n) Contractor would recommend public relations plans to the NYPD Project Manager to highlight the (212)-RECRUIT HOTLINE and NYPDRECRUIT.com WEBSITE, and integrate them into the Department's overall Recruitment advertising and marketing design and strategy.
- (o) The Contractor would perform such other services as a non-exclusive, full-service advertising agency, as are requested in writing by the NYPD Project Manager.

II. Media Services

In relation to the media services referenced in this section, the Contractor would plan, buy and track media, as directed by the NYPD (see Appendix E for a list of vendors utilized during previous recruitment drives).

Responsibilities would include media planning, media purchasing, media tracking, post-buy analyses and evaluations as follows:

(a) Media Planning

Upon request of the Department, the Contractor would provide the services outlined below:

- i. The Contractor would provide an expert pre-buy analysis, showing an understanding of the NYPD approved marketing plan provided to the Contractor, including a determination of the demographics, geographic reach and target audience(s) appropriate to the specific buy/program/project (including foreign language markets);
- ii. Contractor would recommend the appropriate media for a specific buy/program/project.
- iii. The Contractor would provide station/network/programming lists, complete with station profiles and coverage maps, with proposed times of placement for specific markets, together with reach, frequency and cost per point for the various broadcast media (TV and Radio) proposed in the applicable markets. Additionally, upon request by the Department, the Contractor shall provide demographic information, including demographic analysis, by market, demographic profile and time of day, of the proposed broadcast media. If applicable, the Department may request other demographic information standard to the industry.
- iv. The Contractor shall provide, when applicable, print media lists for specific markets, together with recommended dates of placement in specific print media within said markets, together with the circulation and readership figures for each specific print media proposed. Recommended placement dates for print media must have a justified source based upon the Department's marketing strategy, target audience of the publication and/or editorial content of the publication. The Contractor would present a proposed plan based upon all of the above.

NOTE: The Department would reserve the right to take advantage of Public Service Announcements (PSA) as well as Pro-Bono advertising services, regardless of value or source, without commission or other form of payment to the Contractor. In addition, any creative can be used for pro-bono ads/PSAs without additional cost.

(b) Media TV and Radio Production

- i. The Contractor would submit for Departmental approval, a written, itemized estimate of the total cost of production for each proposed advertisement. The Department will review and agree to the overall Recruitment and Advertising Plan.
- ii. The Contractor would solicit (via competitive bid whenever possible), contract for, coordinate and oversee all such services of Production Directors and/or Companies as are needed to produce and deliver the highest quality media-placement-ready radio and television advertising spots agreed upon in the NYPD-approved overall Recruitment Advertising and Marketing Plan.

(c) Media Purchasing

- i. The Contractor would, when assigned a media buy, negotiate the best rates in accordance with NYPD's budget, and times for applicable broadcast media. Time placement should be in accordance with the Department's target audience(s).

- ii. The Contractor would, when assigned a media buy, negotiate the best placement and rates for applicable print media.
- iii. The Contractor would negotiate the best packages for the Department including added value incentives, promotions, giveaways and editorial support, depending upon the specific media in question.
- iv. Prior to placement of media, the Contractor shall provide the Department with a written confirmation of specific media placements, and shall obtain prior written approval from the Department authorizing said placements.
- a. The Contractor shall access minority and foreign language media outlets as needed
- v. The Contractor shall obtain the necessary duplications of film, video or audiotapes, and ship them to the appropriate media entities with the required traffic instructions, in accordance with the media plan approved by the NYPD Project Manager.

(d) Post-Buy Analysis

Upon request of the Department, the Contractor shall provide a post-buy analysis, which would include, but not be limited to the following:

- i. Complete listing, by market, of media purchases, including specific stations or networks for broadcast media purchases and/or complete listing of publications for print media purchases.
- ii. Reach and Frequency attained for broadcast media purchases, together with the cost per point, gross rating points, cost per thousand, etc., for each placement.
- iii. Comparison of results with pre-buy analysis.

C. Agency Assumptions Regarding Performance-Based Payment Structure

It is anticipated that the payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the NYPD and most likely to achieve the Agency's/Department's goals and objectives set out above. The Agency reserves the right to apply Liquidated Damages Provisions for the Contractor's failure to perform tasks required under this contract

D. Participation by Minority Owned and Women Owned Business Enterprises in City Procurement

The contract resulting from this Request for Proposals will be subject to local law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachments 5 and 6 for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors – part of Attachment 5 – if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver must be submitted to the Agency at least seven (7) days prior to the proposal due date and time in order to be timely considered.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, **vendors responding to this solicitation are required to complete the attached Doing Business Data Form (see Attachment 7) and return it with this proposal, and should do so in a separate envelope (if the responding vendor is a joint venture, the entities that comprise the proposed joint venture must each complete a Data Form).** If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day 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

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information requested in the format below. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. Proposal Cover Letter

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

2. Program Proposal

The Program Proposal is a clear, concise **narrative** which addresses the following:

A. Experience

Demonstrate the successful relevant experience of the proposer, each proposed subcontractor, if any; and the proposed key staff, if any. There is no minimum or maximum requirement associated with experience. Specifically address the following:

- Attach for all positions who will or may be assigned to the contract a resume which includes a description of the qualifications of these individual(s) to provide the services required by this contract. Evidence of the availability and willingness of all proposed person(s) to participate in this contract should also be included. Proposals should also specifically identify the person(s) who will be responsible for directing the work to be performed under the contract and make sure to include their resumes. In addition, please provide a statement which clearly states whether these persons who are participating in the contract will be available for the duration of the contract.
- Attach a listing of at least three (3) relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer and the reference entity, and the name, title and telephone number of a contact person at the reference entity. References should preferably be from other entities for which the proposer has developed and implemented advertising services similar to those required in this RFP.
- Attach a listing of all other entities for which the proposer has provided advertising and marketing services within the last three (3) years, which are of the same or similar type of services as described in Section III – Scope of Services of this RFP.
- Attach a brief statement describing the relationship between the proposer and all proposed sub-contractors, if any, as the relationship will pertain to the work to be done on the RAPS project proposed.

B. Organizational Capability

Demonstrate the proposer's organizational (i.e., programmatic, technical, managerial and financial) capability to provide the work described in Section III – Scope of Services. Specifically address the following:

Demonstrate the proposer's organizational (i.e., manpower, resources, managerial and financial) capability to carry out the requirements described in Section III (D) – Specifications Regarding Required Work of the RFP, and explain how the proposed program will fit into the proposer's overall professional commitments.

State whether or not any claims, investigations, complaints, or lawsuits were brought against the proposer during the past five years, including, but not limited to the following: (i) administrative, worker's compensation, and unemployment cases; (ii) civil or criminal proceedings; and (iii) complaints to any government entity - local, state, or federal. If so, describe the nature (including any necessary identifying factors), current status and, if applicable, the disposition of each such action.

In addition, attach the following:

- 1) An organizational chart showing where the proposed services will fit into the proposer's organization. The proposer is also expected to submit an organization background statement which includes:
 - a) The full name and address of the proposer. If a Corporation, indicate the State in which incorporated; and, if appropriate, state whether the firm is licensed to operate in New York.
 - b) Provide a list of any subcontractors (name and address), if any, with which the proposer intends to subcontract for the purposes of completing this contract.
- 2) A copy of the proposer's latest two (2) audit reports or certified financial statements, or a statement as to why no reports or statements are available.

C. Proposed Approach

Describe in detail how the proposer will meet the specifications described in Section III of this RFP and demonstrate that the proposer's proposed approach will fulfill the Agency's goals and objectives. The narrative shall specifically address the following:

- a. A detailed description of the tasks to be performed by the contractor.
- b. An approximate timeline for the completion of each task
- c. Identification of personnel assigned to each task. Consideration should be given to the following functions/types of personnel (not including clerical and indirect labor staff):
 - Account Management Functions: Management/ Supervision/ Group Accounts/ Account Supervision/ Executive (including on-site personnel); Budget Coordination
 - Media Functions: Media Direction/ Supervision/ Planning/ Buying (television, radio, print, on-line, special projects etc.)
 - Research – Research Direction/ Project Management

- Creative Production – Senior Creative Direction/ Availability of at least 2 Creative teams/ Production Supervision for Print and Broadcast (radio & television) / Writing and production for Radio (on-site personnel*)²
- Business Traffic: Traffic Management / Business Affairs Management/ Legal Counsel/ Other
- Special Projects/ Publicity: Account Management (including on-site personnel*).

d. Identification of any resources that may be required of the NYPD.

e. A cost-effective proposal that will most likely achieve the recruitment goals and objectives of this RFP. The proposer may cite credible industry research or its own specific relevant experience supporting the likelihood that the mix/weights of the overall media plan proposed would be the most reasonable method for reaching the target population(s).

Any agency assumptions that are listed regarding program approach represent what the agency believes to be the best program approach. However, proposers are encouraged to propose a program approach which they believe will best achieve the Agency's program goals and objectives. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

(D) Creative Assignment Requirement

In addition to the requirements of the technical proposal described above, all proposers must submit a detailed sample advertising campaign for the NYPD RAPS to promote NYPD's recruitment efforts. For purposes of the proposal, the campaign will be considered for introduction on or after July 2009. The Creative Assignment is for comparison purposes only.

NYPD schedules three exams in New York City and 15 off-site exams at college campuses and military bases countrywide. In previous years, the Department has engaged an average of 3 media campaigns in NYC and surrounding areas; 15 media campaigns at college campuses and military bases nationwide.

The advertising campaign plan will attract quality candidates from diverse backgrounds to apply for Police Officer Exams enabling the NYPD to cost effectively meet its hiring needs (see Appendix B for qualification requirements). The creative assignment requires three sample media plans based on the target audiences described below:

Media Assignment # 1:

One 17-week media plan in NYC and surrounding areas. The proposed NYPD recruitment advertising campaign should be scheduled for 09/16/09 through 01/15/10. This campaign will promote a NYC Exam that will be offered on a Saturday, in February, 2010. This time period is one of the three specific time periods when filing for the police officer exam will be open. This media plan should include a strong component aimed at college students.

² On site-personnel refers to staff positions that NYPD assumes will be required by the proposer. However, neither on-site staffing nor the level of such staffing is a pre-determined requirement of this RFP. In the Agency's experience for similar service contracts, solid administrative support and close coordination with the Agency on account management is a requirement for success. Since the City has stringent audit and payment request requirements, the proposer should identify all paid and unpaid staff it expects to use in fulfilling the Terms of this contract, whether on a full or part-time basis; and should identify in its budget proposal those positions/individuals which would be paid from any contract awarded under this RFP.

Media Assignment # 2:

One 2-week media plan in the Boston, Massachusetts area to promote an off-site exam at the University of Massachusetts (Boston Campus) scheduled for a Saturday, in November 2009. This media plan should take advantage of the many colleges in the Boston area.

Media Assignment # 3:

One 2-week media plan to promote an exam at the Marine Corps Base at Camp Lejeune, North Carolina scheduled for a Saturday, in October 2009. This media plan should be exclusively aimed at the military community.

The media plans should be based on a subset of the annual gross budget of \$6 - \$8 million (media expenses, pricing, commissions and/or fees). The media budget must support all NYPD recruitment advertising efforts, including direct mail, online advertising, etc. Announcements in all suggested markets should be at a spending level commensurate with their probable success of attracting Police Officer candidates.

The proposed media plan should include a comprehensive description of the following elements:

- Target group profile.
- A description of each type of media to be used at what times, with a detailed rationale for the overall and individual media plans proposed.
- Gross rating point objectives with reach/frequency and efficiency analysis for at a six-week period and for an eight-week period.
- Length of broadcast units and sizes/showings of other media.
- On-going scheduling by markets.

In addition to the advertising media plan, proposers should clearly demonstrate how each media element would be integrated for greatest impact and cost effectiveness. This demonstration should also include how media will be bought, monitored and analyzed to ensure maximum cost savings for the NYPD.

Proposers should expand upon the media campaign in relation to the Department's current on-line Recruitment and Police Officer Exam Application (Filing) Website "NYPDRECRUIT.com".

All facets of the NYPD recruitment advertising campaign being proposed – in terms of concept, theme, creative format, media type and visibility as well as the development of any display materials, website capabilities, direct response advertising and special events marketing efforts – should be described in detail. Production of all advertising, including talent and residual expenses, for the general and selected target markets, displays, website development hours, direct response production/postage/hours, special events materials/hours, player research and any miscellaneous expenses should be achieved within a net budget of \$6 million – \$8 million per year (including any commissions and any other costs).

Finally, it is important that proposers understand that any NYPD recruitment advertising message has to be in good taste appropriate to the Department's image of law enforcement credibility and integrity. This information is intended as general creative guidance and should not limit the creativity of proposals.

When submitting the creative assignment, materials may be provided on CD or DVD ROM (eight copies). All submissions will not be returned to the proposers and will become the property of NYPD.

3. Price Proposal

A. Proposed Pricing

The price proposal should include the following for providing the work described in Section III of this RFP:

Complete and submit the Price Proposal form (Attachment 2). As shown on the attached Price Proposal Form (Attachment 2, Part I), proposers are requested to submit pricing for 3 sample creative media assignments as described in Section IV D. In Part II of the Price Proposal, proposers are further requested to project the total annual cost of the media campaign based on the number of yearly media campaigns described in the section above. The creative media assignment requirement may be used as a pricing guideline.

The pricing formats outlined in Attachment 2 are for comparison purposes only. The Department may request additional pricing information through a best and final offer.

In addition to submitting the attached price proposal, proposers may propose alternative pricing that structure payment in a different manner than that set forth in Attachment 2. The agency reserves the right to select any payment structure that is in the City's best interest.

B. Other Price Considerations

The NYPD expects to continue utilizing existing City-wide printing contracts for most print media and for production of certain promotional items, not requiring any creative design, contracted for separately from any agreement resulting from this procurement. While these items are paid for from the NYPD's advertising/marketing budget, the billing does not pass through the advertising agency. We reserve the right to use such contracts for production where:

- An existing city contract is already in place
- Such contract covers the quality and quantity required
- The city contract is more cost effective

The NYPD reserves the right to reduce commission or fees payable to the vendor(s) on selected production items that are either high volume units requiring minimal creative design or processing by the advertising firm, e.g. "212-RECRUIT", or high unit price items which result in a major production investment in order to fill the retail network. Such reduced commissions or fees will be discussed during contract negotiations. However, vendors may provide recommended reduced commissions or fees in the price proposal.

4. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment 3) serves as the proposer's acknowledgment of the receipt of addenda to this RFP that may have been issued by the Agency prior to the Proposal Due Date and Time. The proposer should complete this form as instructed on the form.

5. Affirmation

The Affirmation (Attachment 4) serves as the proposer's affirmation with respect to debts, contracts, or taxes that may be owed to New York City, and whether the proposer is a defaulter, as surety or otherwise, upon any obligation to the City of New York. The affirmation also requests each proposer to certify whether it has been declared not responsible, or disqualified, by any agency of the City of New York, or whether there is any proceeding or pending proceeding relating to the responsibility or qualification of the proposer to receive public contracts.

6. Proposal Package Contents (“Checklist”)

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

1. A sealed inner envelope labeled “Technical Proposal”, containing one original set and eight (8) duplicate sets of the documents listed below in the following order: **NOTE: Do NOT include any pricing information in the Technical Proposal. As stated below, the Price Proposal should be contained in a separate sealed inner envelope.**

Proposal Cover Letter (Attachment 1)

Technical Proposal

- Narrative (which should cover all information requested and include all items requested in the Technical Proposal Section of the RFP in Section IV.A.2 above)
 - Eight (8) CD or DVD ROM sample media creative assignments
 - List of clients for which proposer has provided similar types of services in the last three years.
 - References for the Proposer and, if applicable, each sub-contractor
 - Resumes or narratives identifying and reciting credentials for each of the proposer’s key staff that would be involved with this Contract.
 - Organizational chart
 - A copy of the proposer’s latest two (2) audit reports or certified financial statements, or a statement as to why no reports or statements are available.
 - Affirmation (Attachment 4)
 - Acknowledgement of Addenda (Attachment 3)
2. A separate sealed inner envelope labeled “Price Proposal” containing one original set and eight (8) duplicate sets of the **Price Proposal – Attachment 2** (and, if applicable, any alternative price proposal).
 3. A third sealed inner envelope labeled “Subcontractor/MWBE Utilization Plan” containing one original set and eight (8) duplicate sets of either the “Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan”* (two pages) from Attachment 6 (Schedule B), **OR** an NYPD-Approved Waiver of Target Subcontracting Percentage form. “Schedule B – Part III – Request for Waiver of Subcontracting Percentage (one page) from Attachment 6 (Schedule B)
 4. A fourth sealed inner envelope labeled “Doing Business Data Form” containing an original, completed Doing Business Data Form (see Attachment 8).
 5. A sealed outer envelope (or a box), enclosing the four sealed inner envelopes. The sealed outer envelope (or box) should have two labels containing:
 - The proposer’s name and address, the Title and PIN # of this RFP, the name of the program or service being proposed and the name and telephone number of the Proposer’s Contact Person.
 - The name, title and address of the Authorized Agency Contact Person. (See 1st page of RFP right after cover page for this information.)

SECTION V – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted prior to award, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and price terms.

B. Evaluation Criteria

- | | |
|--|-----|
| • Demonstrated Experience | 40% |
| • Demonstrated Organizational Capability | 10% |
| • Quality of Proposed Approach | 50% |

C. Basis for Contract Award

Award selection will be based on the best technically rated proposal whose price does not exceed the maximum funding set forth in the RFP. A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the factors and criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

B. Applicable Laws. This Request for Proposals and the resulting contract award, if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules, and applicable federal law, rules and regulations, including the federal Workforce Investment Act and the regulations promulgated thereunder. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

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

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

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

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

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

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

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

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

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

L. Charter Section 312(a) Certification. The Agency has determined that the contract to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

M. Legal Contract.

The proposer affirms and declares:

- a. The said proposer is of lawful age and the only one interested in this solicitation; and that no person, firm or corporation other than here-in-above named has any interest in this solicitation, or in the Contract proposed to be taken.
- b. By submission of this application, each proposer and each person signing on behalf of any proposer organization certifies, and in the case of a joint application, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
 - (i) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor or potential competitor;
 - (ii) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer directly or indirectly to any other proposer or to any competitor or potential competitor, and;
 - (iii) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit an application for the purpose of restricting competition.
 - (iv) That no councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this application/solicitation, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits.

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.



Agency Chief Contracting Officer

10/14/08

Date

**ATTACHMENT 1
PROPOSAL COVER LETTER**

RFP TITLE: RECRUITMENT ADVERTISING AND PRODUCTION SERVICES
PIN: 056090000614

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

E-Mail: _____

Proposer's Authorized Representative (if same as Proposer's Contact person listed directly above, just note same and sign):

Name: _____

Title: _____

Signature: _____

Date: _____

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

☐ Yes

☐ No

ATTACHMENT 2 PRICE PROPOSAL FORM

Instructions to Proposers:

The Proposer must complete Part I, II and III of the Price Proposal Form in order to be considered responsive to this RFP.

Part I

- 1) Insert price and commission amounts for each NYPD Sample Creative Media Assignment (3 charts). The City of New York will **NOT** pay commission charges on travel, postage and messengers.
- 2) Calculate the subtotal for each price and commission category for each Sample Creative Media Assignment (3 charts).
- 3) Calculate total amount by inputting price subtotal amounts for each sample Creative Media Assignment in the chart titled “Media Assignment Total Amount” (1 chart).

Note: The proposed prices for the 3 Sample Creative Media assignments and the total annual media campaign projection are for comparison purposes only. Proposers may provide alternate price proposals for the 3 Sample Creative Media assignments detailed in Section IV D of the RFP.

Part II

- 1) Provide the total projected price estimates for the annual media campaign based on the number of Media Assignments given for the NYC, college and military markets (1 chart). Assume an annual budget of \$6- \$8 million.

ATTACHMENT 2 Continued

PRICE PROPOSAL FORM

Part I

Sample Creative Media Assignment 1 (17 week media plan)

NYC & Surrounding Areas

Service	Price	Commission (% of Profit)
Creative Development	\$	\$
Account Management	\$	\$
Production (radio, television, print, internet, promotional items etc.)	\$	\$
Research	\$	\$
	Subtotal \$	Subtotal \$

Sample Creative Media Assignment 2 (2 week media plan)

College Campus

Service	Price	Commission (% of Profit)
Creative Development	\$	\$
Account Management	\$	\$
Production (radio, television, print, internet, promotional items etc.)	\$	\$
Research	\$	\$
	Subtotal \$	Subtotal \$

ATTACHMENT 2 Continued
PRICE PROPOSAL FORM
Sample Creative Media Assignment 3 (2 week media plan)
Military Base

Service	Price	Commission (% of Profit)
Creative Development	\$	\$
Account Management	\$	\$
Production (radio, television, print, internet, promotional items etc.)	\$	\$
Research	\$	\$
	Subtotal \$	Subtotal \$

Sample Media Assignment Total Amount

	Price Subtotal	Commission Subtotal
Sample Assignment 1	\$	\$
Sample Assignment 2	\$	\$
Sample Assignment 3	\$	\$
	Price Total \$	Commission Total \$

**ATTACHMENT 2 Continued
PRICE PROPOSAL FORM
Part II
Instructions to Proposers:**

Part II

- 1) Provide the total projected price estimates for the annual media campaign based on the number of Media Assignments given for NYPD's NYC, college and military markets (1 chart). Assume an annual budget of \$6- \$8 million.
- 2) Prices are for comparison purposes only. The Agency reserves the right to request a best and final offer, if necessary.

Projected Total Annual Media Campaign Amount

Campaign Plan	Price	Commission (% of Profit)	Subtotal
Three (3) 17 week media campaign plans (NYC & Surrounding Areas)	\$	\$	\$
Ten (10) 2 week media campaign plans (college campuses)	\$	\$	\$
Five (5) 2 week media campaign plans (military bases)	\$	\$	\$
Total	\$	\$	\$
			Total Annual Media Campaign Amount

**ATTACHMENT 2 Continued
PRICE PROPOSAL FORM**

Part III

In addition to providing pricing for NYPD's 3 Sample Creative Media Assignments (Part I) and the Projected Total Annual Media Campaign (Part II), provide annual cost estimates for personnel functions associated with the Campaign detailed in Section IV C of the RFP; Personnel Costs may be separated from the Annual Media Campaign Costs detailed above. Do **NOT** include clerical and indirect labor costs.

Annual Personnel Costs

Personnel Function	Annual Cost	Cost Separated from Total Annual Media Campaign (Yes, No)
Account Management Functions (List): 1. 2. 3. 4. 5.	1. \$ _____ 2. \$ _____ 3. \$ _____ 4. \$ _____ 5. \$ _____	1. 2. 3. 4. 5.
Media Functions (List): 1. 2. 3. 4. 5.	1. \$ _____ 2. \$ _____ 3. \$ _____ 4. \$ _____ 5. \$ _____	1. 2. 3. 4. 5.
Research (List): 1. 2. 3.	1. \$ _____ 2. \$ _____ 3. \$ _____	1. 2. 3.
Creative Production (List): 1. 2. 3. 4.	1. \$ _____ 2. \$ _____ 3. \$ _____ 4. \$ _____	1. 2. 3. 4.
Business Traffic (List): 1. 2.	1. \$ _____ 2. \$ _____	1. 2.
Special Projects (List): 1. 2.	1. \$ _____ 2. \$ _____	1. 2.
Other		

**ATTACHMENT 3
ACKNOWLEDGMENT OF ADDENDA**

TITLE OF REQUEST FOR PROPOSALS:	PIN
RECRUITMENT, ADVERTISING AND PRODUCTION SERVICES	056090000614

INSTRUCTIONS: The Proposer is to complete Part I or Part II of this Form, whichever is applicable, and sign and date this form. This form serves as the proposer's acknowledgment of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the Agency prior to the Proposal Due Date and Time. Please include this completed form with your Technical Proposals.

____ **Part I**

Listed below are the dates of issue for each Addendum received in connection with this RFP.

Addendum # 1, dated _____
Addendum # 2, dated _____
Addendum # 3, dated _____
Addendum # 4, dated _____
Addendum # 5, dated _____
Addendum # 6, dated _____
Addendum # 7, dated _____
Addendum # 8, dated _____

____ **Part II**

No Addendum was received in connection with this RFP.

Proposer Name:

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT 4
AFFIRMATION

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

Full name of Contractor: _____

Address: _____

City _____ State _____ Zip Code _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

A - _____ Individual or Sole Proprietorship*

SOCIAL SECURITY NUMBER ____ - ____ - ____

B - _____ Partnership, Joint Venture or other non-incorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - _____ Corporation (If a corporation place seal below)

EMPLOYER IDENTIFICATION NUMBER _____

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City Contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or contractors 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 that seek City Contracts.

ATTACHMENT 5
NOTICE TO PROPOSERS REGARDING PARTICIPATION BY MINORITY-OWNED AND
WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

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 _____ or via facsimile at (____) _____. 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 FULLY COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). BIDS/PROPOSALS WHICH DO NOT INCLUDE A COMPLETED SUBCONTRACTOR UTILIZATION PLAN 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 SUBCONTRACTOR UTILIZATION PLAN (SCHEDULE B, PART II) INDICATES THAT THE BIDDER/PROPOSER DOES NOT INTEND TO AWARD THE TARGET SUBCONTRACTING PERCENTAGE, THE BID/PROPOSAL WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS THE AGENCY HAS GRANTED A WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE (SCHEDULE B, PART III).

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. 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/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS (as indicated above) in order to seek certification.

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. The Agency may grant such request 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 **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 6
SCHEDULE B SUBCONTRACTOR/MWBE UTILIZATION PLAN – PARTS I, II AND III

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THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target

This page to be completed by contracting agency

Contract Overview

Pin # _____ 056 09 0000 614 _____ FMS Project ID#: _____

Project Title _____ Recruitment Advertising and Production Services _____

Contracting Agency _____ New York City Police Department _____

Agency Address _____ 51 Chambers Street _____ City _____ New York _____ State _____ NY _____ Zip Code _____ 10007 _____

Contact Person _____ Howard Babich _____ Title _____ Associate Staff Analyst _____

Telephone # _____ (646) 610-5214 _____ Email _____ Howard.Babich@nypd.org _____

Project Description (attach additional pages if necessary)**Provision and implementation of a full-service recruitment advertising and production services marketing strategy.****(1) ✓ Target Subcontracting Percentage**

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

2%**Subcontractor Participation Goals**

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	Not Applicable	TBD* %
Hispanic American	Not Applicable	TBD* %
Asian American	Not Applicable	TBD* %
Caucasian Female	Not Applicable	No Goal
Total Participation Goals	(2)	(3) 30.5%

*** To be determined by the vendor. However, the total must equal 30.5%.**

Tax ID #: _____

PIN #: _____

SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. NOTE: Bids/proposals which do not include a completed subcontractor utilization plan (Part II herein) will be deemed to be non-responsive, unless a full waiver of the target subcontracting percentage is granted (Part III herein).

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____

Business Name _____ Contact Person _____

Address _____

Telephone # _____ Email _____

Section II: General Contract Information**1. Define the industry in which work is to be performed.**

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one):

- ☐ Construction
☐ Professional Services

b. Type of work on Subcontract (Check all that apply):

- ☐ Construction ☐ Other
☐ Professional Services

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %**3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? ☐ Yes ☐ No****Section III: Subcontractor Utilization Summary**

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
	\$ _____	÷ \$ _____	x 100 = _____ %
• Subcontracts under \$1M (construction/professional services): Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1). ! Important: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1) or the bid/proposal will be deemed non-responsive.			

SCHEDULE B – cont.**Step 2:**

Calculate value of subcontractor participation goals

Subcontracts under \$1M
(construction/professional services)

- a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services

\$ _____

↓ ↓

- b.
- From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services,
 - If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.
 - Amounts listed on these lines should add up to the value from line a.

Construction**Professional Services****Subcontracts under \$1M by Industry**

\$ _____

\$ _____

- c.
- For Construction enter percentage from line (2) from Page 1.
 - For Professional Services enter percentage from line (3) from Page 1.

- These Percentages must be copied from the Agency Plan, or the bid/proposal will be deemed non-responsive.**

x _____ %

x _____ %

- d. **Value of Total Participation Goals** \$ _____ \$ _____

Step 3:

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Section IV: Vendor Certification

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; and 4) agree, if awarded this contract, to make all reasonable, good faith efforts to attain the Target Subcontracting Percentage as specified by the Agency, and to solicit and obtain the participation of M/WBEs so as to meet the required Subcontractor Participation Goals.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____

PIN # (for this procurement) _____ Type of work on Prime Contract (Check one):
☐ Construction ☐ Professional Services
Type of work on Subcontract (Check all that apply):
☐ Construction ☐ Other
☐ Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from Schedule B, Part I, line 1)

_____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.

☐ Vendor subcontracts *some* of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.

☐ Other _____

References

List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ Date: _____

ATTACHMENT 7
Q&A ABOUT THE DOING BUSINESS FORM
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DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

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

Why have I received this *Data Form*?

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

What entities will be included in the *Doing Business Database*?

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

What individuals will be included in the *Doing Business Database*?

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

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

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

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

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



Will the information on this *Data Form* be available to the public?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 8
DOING BUSINESS DATA FORM

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Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: ☐ Proposal ☐ Award	Transaction Type (check one): ☐ Concession ☐ Contract ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- ☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- ☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- ☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)
 ☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

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

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



APPENDIX A
GENERAL PROVISION GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

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APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "City" shall mean the City of New York, its departments and political subdivisions.
- b. "Comptroller" shall mean the Comptroller of the City of New York.
- c. "Department" shall mean the New York City Police Department.
- d. "Commissioner" or "Administrator" shall mean the Police Commissioner or his duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his authority.
- e. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 PROCUREMENT OF AGREEMENT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of such representations or warranties, the Administrator shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

2.2 CONFLICT OF INTEREST

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. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement 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 Agreement or in the proceeds thereof.

2.3 FAIR PRACTICES

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:

A. The prices in this contract have been arrived at independently without collusion, consultation, 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;

- B. 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 to any competitor; and**
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.**

The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has 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.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

- 3.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.**
- 3.2 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.**
- 3.3 All books, vouchers, records, reports, canceled checks and any and all similar material may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City. Such audit may include examination and review of the source and application of all funds whether from the City, any State, the Federal Government, private sources or otherwise.**
- 3.4 The contractor shall not be entitled to final payment under the Agreement until all requirements have been satisfactorily met.**

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 EMPLOYEES

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in the contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor any person, firm company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm or corporation.**
- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.**
- C. Workers' Compensation and Disability Benefits**
If this Agreement be of such a character that the employees engaged thereon are required to be insured by the Provision of Chapter 615 of the Laws of 1922, known as the "Workers' Compensation Law" and acts amendatory thereto, the Agreement shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement such employees in compliance with the provisions of said law, inclusive of Disability Benefits, and, shall furnish the Department with two (2) certificates of these insurance coverage's.
- D. Unemployment Insurance**
Unemployment Insurance coverage shall be obtained and provided by the

Contractor for its employees.

E. Minimum Wage

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 Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

4.2 INDEPENDENT CONTRACTOR STATUS

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 of New York, or of any department, agency or unit thereof, by reason hereof, and that they 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 of New York, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 INSURANCE

- A.** The Contractor shall carry paid up insurance in the sum of not less than One Million (1,000,000) Dollars per occurrence to protect the Department and the City of New York against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of person, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of the Contractor, its employees, or otherwise. Such policy or policies of insurance shall be obtained from a company, or companies, duly licensed to do business in the State of New York and shall name the Department and the City of New York as parties insured thereunder, and shall provide that in the event of cancellation thereof the Department shall be notified at least fifteen (15) days in advance thereof. Two (2) certificates of insurance shall be delivered to the Department for approval as to form prior to the effective date of this contract.
- B.** In the event that any claim is made or any action is brought against the City arising out of negligent or careless acts of an employee of the Contractor, either

within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, then the City shall have the right to withhold further payments hereunder for the purpose of set off in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

4.4 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 Agreement; and caused, either directly or indirectly by the act, 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 claim for damages due to any such loss or damage to any such City property described in subsection 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 Agreement.**

4.5 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.

4.6 BOOKS AND RECORDS

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

4.7 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

4.8 COMPLIANCE WITH LAW

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

4.9 INVESTIGATION CLAUSE

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

4.9.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

4.9.2 (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under

oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

- 4.9.3 (a) 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.**
- 4.9.3 (b) 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 5 below without the City incurring any penalty or damages for delay or otherwise.**

4.9.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or**
- (b) 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 agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing without the City 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.**

4.9.5 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 (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

- (a) 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.
- (b) 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.
- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (d) 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 4 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 3(a) 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.

- 4.9.6
- (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
 - (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner director, officer, principal or employee.

4.9.7 In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests 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 agreement by the contractor, or affecting the performance of this contract.

4.10 ASSIGNMENT

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this contract, unless the prior written consent of the Administrator shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.**
- B. Failure of the Contractor to obtain any required consent to any assignment, shall because for termination for cause, at the option of the Administrator; and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees or transferees, and all monies that may become due under the contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.**
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New York.**
- D. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.**

4.11 SUBCONTRACTING

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department 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 Agreement between the Department and the Contractor,**

2. that nothing contained in such agreement shall impair the rights of the Department,
 3. that nothing contained herein, or under the Agreement between the Department and the Contractor, shall create any contractual relation between the subcontractor and the Department, and
 4. that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.
- B. The Contractor agrees that it is fully responsible to the Department 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 person 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.

4.12 PUBLICITY

- A. The prior written approval of the Department 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 Agreement, 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 Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the Department shall have a royalty fee, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provision 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 Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.**
- C. The Contractor shall comply in all respects, with the provision of Section S.6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.**

4.14 INVENTIONS, PATENTS AND COPYRIGHTS

- A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, 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 subsections 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 any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.**

4.15 INFRINGEMENTS

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

4.16 ANTI-TRUST

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 anti-trust laws of the State of New York or of the United States relating to the particular goods or services purchased or procured by the City under this Agreement.

ARTICLE 5. TERMINATION

5.1 TERMINATION OF AGREEMENT

- A. The Department and/or City shall have the right to terminate this Agreement, in whole or in part:**
 - 1. Under any right to terminate as specified in any section of this Agreement**
 - 2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement**
 - 3. Upon the Contractor's becoming insolvent.**
 - 4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.**
 - 5. Upon the Commissioner's determination, termination is in the best interest of the City.**
- B. The Department of City shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than ten (10) days from the date the notice is received.**
- C. The Contractor shall be entitled to apply to the Department to have this Agreement terminated by said Department by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the contract and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.**

- D. Upon termination of this Agreement the Contractor shall comply with the Department or City closeout procedures, including but not limited to:**
- 1. Accounting for and refund to the Department or City within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Agreement.**
 - 2. Furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Agreement carrying out any Department or City directive concerning the disposition thereof.**
 - 3. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement 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 Agreement. In no event shall the word "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.**
 - 4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to this Agreement.**
 - 5. Submit, within ninety (90) days, a final statement and report relating to this Agreement. This report shall be made by a certified public accountant or a licensed public accountant.**
- E. In the event the Department or City shall terminate this Agreement, in whole or in part, as provided in paragraphs 1, 2, 3, or 4 of subsection A 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, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.**
- F. Notwithstanding any other provision 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 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.**
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.**
- H. 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 Agreement.

6.1 CONFLICT OF LAWS

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

6.2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgement 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.

6.3 CLAIMS AND ACTIONS THEREON

- A. No action at law or proceeding in equity against the City or Department shall lie or be maintained upon any claim based upon 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 of information with respect to such claims, all as herein provided.
- B. No action shall lie or be maintained against the City by contractor upon any claims based upon 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 anyway relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York without additional compensation any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The Contractor shall report to the Department 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.

6.4 NO CLAIM AGAINST OFFICER, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this contract.

6.5 WAIVER

Waiver by the Department of a breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original Agreement.

6.6 NOTICE

The Contractor and the Department hereby designate the business addresses herein above specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

6.8 SEVERABILITY

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

6.9 POLITICAL ACTIVITY

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

6.10 MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.11 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.

6.12 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Agreement involves use by the Contractor of Departmental papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records, there from without the prior approval of the Department's designated official.

6.13 INSPECTION AT SITE

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

ARTICLE 7. MERGER

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral, or otherwise, regarding the subject matter of this

Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 8. CONDITIONS PRECEDENT

This contract shall neither be binding nor effective unless:

- (a) Approved by the Mayor pursuant to the provisions of Executive Order No.42, dated October 9, 1975, in the event the Executive Order requires such approval; and
- (b) Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and
- (c) Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the act require such approval.
- (d) It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out his Agreement.

The requirements of this section of the contract shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this contract to be effective and for the expenditure of City funds.

ARTICLE 9. PPB RULES

This contract shall be subject to the Rules of the Procurement Policy Board of the City of New York as amended. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence.

Article 10. STATE LABOR LAW AND CITY ADMINISTRATIVE CODE

1. As required by New York State Labor Law S.220-e:

- (a) That 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 national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which

the employment relates:

- (b) That neither the Contractor, Subcontractor, nor any person on his behalf 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;**
 - (c) That there may be deducted from the amount payable to the Contractor by the City under this contract a penalty of five dollars 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**
 - (d) That 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 or any subsequent violation of the terms or conditions of this section of the contract.**
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacturer, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.**
- 2. As required by New York City Administrative Code S.6-108**
- (a) It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.**
 - (b) It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.**
 - (c) Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this contract.**
 - (d) Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more that thirty days, or both.**

Article 11. FORUM PROVISION, CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

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 governed by and construed in accordance with the laws of the State of New York.

The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Agreement and intent, the Contractor agrees:

- (a) If the City initiates any action against the Contractor in Federal Court or in New York State Court, 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 set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and**
- (b) With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.**
- (c) With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.**
- (d) If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in New York City.**

If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

Article 12. E.O. 50 APPENDIX A RIDER--EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") and the 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) the contractor agrees that when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of 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 the rules and regulations promulgated thereunder; and**
- (5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.**

The contractor understands that in the event of its noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations, or orders such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing

held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$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 subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provision including sanctions for noncompliance.

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 regulation promulgated thereunder.

ARTICLE 13: CONTRACT CHANGES

Changes may be made to this contract only as a duty authorized by the Agency Chief Contracting Officer or his or her designee. Vendors deviating from the requirements of an original purchase order or contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. 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 the contract. Changes are not permitted for any material alteration in the scope of work. Changes may include one or more of the following:

Specification changes to account for design errors or omissions;

Changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate prices and cost analysis to determine reasonableness. In addition, except for non- construction requirements contract, 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 (for non- construction contracts) or the Director of the Construction (for construction and construction related contracts);

Extension of a contract term for good sufficient cause for a cumulative period not to exceed one year from the date of expiration from this current contract. Requirements contract shall be subject to this limitation;

Changes in delivery location;

Changes in shipment method; and

Any other changes inconsistent with §4-02 of the P.P.B Rules (ed. 9/00), or any successor Rule.

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 may be entitled to an extension of time for performance. Adjustments to prices may be validated for reasonableness by using appropriate price and cost analysis.

Article 14. MACBRIDE PRINCIPLES PROVISIONS FOR NEW YORK CITY CONTRACTORS

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 to promote freedom of workplace opportunity.

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

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

the contract be awarded to other than the lowest responsible bidder pursuant to Section 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, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

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

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

- (1) increase the representation of individuals from under represented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from under represented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from under represented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from 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;
- (8) establish procedures to assess, identify and actively recruit employees from under represented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

II. ENFORCEMENT OF I.

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

Article 15. YEAR 2000 COMPLIANT*

- (a) All technology provided by the Contractor containing or calling on a calendar function including, without limitation, any function indexed to the system clock, and any function providing specific dates or days, or calculating spans of dates or date, shall record, store, process, provide, and where appropriate insert, true, and accurate dates and calculations for dates and spans including and following January 1, 2000. As part of its maintenance obligations, the Contractor shall consult with the Department to assure that the technology will (i) have no lesser functionality with respect to records containing dates both or either, before or after January 1, 2000 than heretofore with respect to dates prior to January 1, 2000 and (ii) be interoperable with other technology used by the Department which may deliver records, receive records from or otherwise interact with such technology in the course of the Department's operations.
- (b) All technology heretofore provided or specified to the department by the Contractor whether hereunder or under separate agreement, of not currently capable of using or rendering date or time sensitive data or supporting interoperability in the manner described in subsection (a) above, but still under maintenance or warranty shall be modified or replaced by the Contractor with technology which provides all existing functionality and is so capable, by a date no later than January 1, 1999 with incremental charge therefor.
- Year 2000 compliant means technology that accurately processes date/time-data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant technology, when used in combination with other technology, shall accurately process date/time-data if the other

technology properly exchanges date/time-data with it.

Article 16 RESOLUTION OF DISPUTES (Revised 9-99)

(a) Applicability. This section shall apply to disputes between the City and a supplier that arises under, or by virtue of, a contract between them. All contracts shall include a clause providing that all disputes of the delineated herein shall be resolved in accordance with the provisions of this section. Parties to contracts that do not contain this clause may by written agreement consent to the resolution of any disputes pursuant to this section.

- (1) This section shall not apply to disputes concerning matters dealt with in other sections of these 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, 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 supplier's work to the Contract, and the acceptability and quality of the supplier's work; such disputes arise when the Engineer (defined in the contract) makes a determination with which the supplier disagrees.

(b) General Provisions. 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 period required by this section shall be deemed a non-determination without prejudice that will allow appeal to the next level.

(c) Work to Continue. 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 work shall continue as directed by the Agency Chief Contracting Officer or Engineer. Failure of the supplier to continue the work as directed shall constitute a waiver by the supplier of its claim.

(d) Presentation of Disputes to Agency Head:

(1) Notice of Dispute and Agency Response. The supplier shall present its dispute in writing (Notice of Dispute) to the Agency Head within the time specified by the contract or, if no time is specified, within thirty (30) days of receiving 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 supplier relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the supplier in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the Agency Chief Contracting Officer or, in the case of construction, the Engineer, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, 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 Agency Head whose decision shall be final. Wilful failure of the supplier to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

(2) Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the supplier and the Agency Chief Contracting Officer and, in the case of construction, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she 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 Agency Head'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 Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other supplier with a contract related to that of the party presenting the dispute, and that supplier shall be bound by the decision of the Agency Head. Any supplier thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the supplier initiating the dispute.

(3) Agency Head 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 Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the supplier and Agency Chief Contracting Officer and, in the case of construction, the Engineer, together with a statement concerning how the decision may be appealed.

(4) Finality of Agency Head Decision. The Agency Head'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 supplier take such a petition, the City may seek, and the Board may render, a determination less favorable to the supplier and more favorable to the City than the decision of the Agency Head.

(e) Presentation of Dispute to the Comptroller. Before any dispute may be brought by the supplier to the CDRB, the supplier 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 its receipt of a decision by the Agency Head, the supplier shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the supplier contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the written decision of the Agency Head; and (iii) a copy of all materials submitted by the supplier to the Agency, including the Notice of Dispute. The supplier may not present to the Comptroller any material not presented to the Agency Head, 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 Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head 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 supplier. Wilful failure of the supplier to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor 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 (e)(3) to investigate the disputed claim. The period

for investigation and compromise may be further extended by agreement between the supplier and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The supplier may not present its petition to the CDRB until the period for investigation and compromise delineated in this section 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 OATH or his/her designed OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issues such orders consist with this section as may be necessary in the execution of the CDRB functions, including, but not limited to, granting extensions of time to present or respond to submissions;
- (2) the 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 pre-qualified 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 represents 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 supplier, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

(1) Form and Content Petition by Supplier. The supplier shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the supplier contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the written decision by the Agency Head; (iii) copies of all material submitted by the supplier to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, or material submitted by the supplier to, the Comptroller's Office. The supplier shall concurrently submit four (4) 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 supplier shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

(2) Agency Response. Within thirty (30) days of its receipt of the Petition by the Corporation Counsel the agency shall respond to the statement of the supplier and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three (3) complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one (1) to the supplier. 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 supplier to present its case by the submission of memoranda, briefs and oral argument. The Board shall also permit the agency to present its case in response to the supplier by the 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 supplier 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) Contract Dispute Resolution Board Determination. Within forty-five (45) days of the conclusion of all submission and oral arguments, the CDRB shall render a written 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 Contract Dispute Resolution Board Decision. The CDRB shall send a copy of its decision to the supplier, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction, the Engineer. A decision in favor of the supplier shall be subject to the prompt payment provisions of these Rules. The Required Payment Date shall be thirty days after the date the parties are formally notified of the CDRB's decision.

(6) Finality of Contract Dispute Resolution Board 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 (4) 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 which was not presented to the CDRB in accordance with this rule.

(h) Final Decision Not Impaired by Contract Termination. 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 Agency Head or Contract Dispute Resolution Board to make a binding and final decision pursuant to this section.

ARTICLE 17. Prompt Payment (or any successor rule)

The Prompt Payment provisions set forth in Chapter 4, Section 4 – 06 of the Procurement Policy Board Rules in effect at the time for this solicitation will be applicable to payments made under this contract. The provisions require the payment to the contractors of interest on payments made after the required payment date except as set forth in Section 4 – 06 of the Rules.

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 submit an invoice for each scheduled payment.

Determination of interest due will be made in accordance with the provisions of the Procurement Policy Rules and General Municipal Law Section 3 – a.

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Article 18. AFFIRMATION

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

Full name of Proposer or Bidder

Address

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

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ **A - Individual or Sole Proprietorship ***
SOCIAL SECURITY NUMBER

— — — — —

☐ **B - Partnership, Joint Venture or other unincorporated organization**
EMPLOYER IDENTIFICATION NUMBER

— — — — —

☐ **C - Corporation**
EMPLOYER IDENTIFICATION NUMBER

— — — — —

By _____
Signature

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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

Article 19. APPROPRIATION

A. Commissioner's Certificate

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by, within the contract, amounting to: _____ () is chargeable to the fund of the NYPD Code:

Agency Code: 056 Budget Code: Object Code: Unit of Appropriation:

I hereby certify that the specifications contained herein comply with the terms and conditions of the Fiscal Year 2000 BUDGET AND THAT FURTHER APPROPRIATIONS ARE NECESSARY FOR THE FUNDS REQUIRED IN FUTURE FISCAL YEARS.

NYPD Deputy Commissioner
For Management and Budget

B. COMPTROLLER'S CERTIFICATE

The City of New York _____, 20....

In pursuance of the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this contract sufficient to pay the estimated expense of executing the same, viz.: \$ _____

APPENDIX B

Qualifications for a New York City Police Officer Test Filer and a Police Officer Recruit

Police Officer Entrance Exam Requirements

The candidate must be at least 17 ½ years of age on the last day of filing for the New York City (NYC) Police Officer Entrance Exam and should not reach the 35th birthday on the first day of filing (for active duty United States Military time, up to 6 years can be deducted from actual age for the purpose of meeting the age requirement). An individual must be at least 21 years of age at the time of hire. The average of a Police Officer hired during 2007 was 26 ½ years if age.

Police Officer Recruit Requirements

The successful candidate must possess the following:

- A High School Diploma or G.E.D. and 60 college credits from an accredited school with a 2.0 Grade Point Average or higher. The college credit requirement is waived for those with 24 months or more of active duty (United States Military experience) and an Honorable Discharge. Approximately 45% of Police Officer applicants have at least 60 college credits at the time of exam filing (the NYPD believes that the college requirement has partially contributed to a decline in the number of applicants since the introduction of this standard). About 10% of applicants have a military background;
- Meet the Agility, Medical, Psychological and Character standards;
- No felony convictions or Domestic Violence Misdemeanor Convictions;
- United States Citizen;
- Residence in NYC or the surrounding “resident counties”: Nassau, Suffolk, Rockland, Westchester, Orange and Putnam;
- A valid New York State Drivers License without any driving restrictions

Only the age requirement must be met at the time of filing for the NYC Police Officer Exam. All other requirements must be met at the time of hire by the NYPD.

APPENDIX C

Description of the NYPD's Recruitment Section

- 1 Deputy Inspector – the Deputy Inspector is the commanding officer (CO) of the Unit, responsible for all of its actions. All materials pertinent to the Recruitment Advertising and Production Services (RAPS) marketing campaign must receive the approval of the CO.
- 2 Lieutenants – the lieutenants are the second highest ranking officers in the Unit, designated with the authority to make decisions about RAPS in the absence of the CO. Lieutenants handle the daily operations of the Unit and will serve as the contact persons for the contracted advertising agency. All advertising materials will be evaluated by the Lieutenants prior to presentation to the CO.
- 6 Sergeants – the sergeants supervise the police officers and schedule events. The sergeant responsible for special projects will coordinate remote testing events and occasionally coordinate with the advertising agency in order to promote these special events.
- 30 Police Officers:
- 23 Field Recruiters – Field recruiters provide informational sessions at scheduled events to potential candidates on the benefits of becoming a Police Officer with the NYPD. Recruiters conduct presentations at colleges, military sites and community-based organizations as well as attend career fairs throughout the tri-state area.
- 7 (212)-RECRUIT Operators – Answer the (212)-RECRUIT hotline 7 days a week from 8 a.m. – 07:30 pm

APPENDIX D

Statistical Data from Recent New York City Police Officer Exams

A. Police Officer Exam Results from the Current Advertising Campaign

Fiscal Year	Exam Period	# of Exam Filers	# of Test Takers	Exam Attendance Rate (%)	# of Police Officers Hired	Advertising Agency
FY'08*	07/01/07 to 01/15/08 (3 NYC Exams)	62,933	13,128	20.9%	2,467 (projected)	Bernard Hodes Group
FY'07*	07/01/06 to 06/30/07 (3 NYC Exams)	67,317	13,938	20.7%	2,476***	Bernard Hodes Group
FY'06*	07/01/05 to 06/30/06 (3 NYC Exams)	66,342	15,406	23.2%	3,046	Bernard Hodes Group
FY'05**	07/01/04 to 06/30/05 (3 NYC Exams)	92,803	26,463	28.5%	3,636	Bernard Hodes Group

* FY'06 to FY'08: \$25,100 starting salary (the starting salary was retroactively increased to \$41,975).

** FY'05: \$36,000 starting salary

*** An average of 81% of test takers pass the NYC Police Officer Exam. The Exam is not administered on-line.

B. Filing Period and Exam Month (3 annual exams)

Filing Period	Exam Month
May 16 to September 15	October
September 16 to January 15	February
January 16 to May 15	June

APPENDIX D (Continued)

C. Gender and Ethnic Breakdown of Police Officer Exam Filers and Recruits

Gender of Police Officer Exam Filers

Gender Breakdown of Applicants (Exam Filers) during 2007	
Male	62.4%
Female	35.7%

Ethnic Breakdown of Police Officer Exam Filers

Ethnic Breakdown of Applicants (Exam Filers) during 2007	
Asian	5.2%
Black	31.4%
Hispanic	32.2%
White	28.5%
Other	2.7%

Gender of Police Recruits

Gender Breakdown of Recruits (Hires) during 2007	
Male	81.9%
Female	18.1%

Ethnic Breakdown of Police Recruits

Ethnic Breakdown of Recruits (Hires) during 2007	
Asian	6.6%
Black	15%
Hispanic	28.2%
White	49%
Other	1.2%

APPENDIX D (Continued)

D. Gender and Ethnic Breakdown of Police Force (NYPD)

Gender of Police Officers

Gender Breakdown of Police Force (as of January 2008)	
Male	82.6%
Female	17.4%

Ethnic Breakdown of Police Officers

Ethnic Breakdown of Police Force (as of January 2008)	
Asian	4.2%
Black	16.5%
Hispanic	24.8%
White	54.4%
Other	0.1%

APPENDIX E
List of Vendors Utilized during Previous Recruitment Drives

List of Vendors Utilized During Previous Recruitment Drives.

- a. Internet Providers
 - United OnLine
 - AOL
 - Career Builders
 - Monster.com
 - HotJobs.com
- b. Television Stations
 - WWOR
 - CBS
 - FOX
 - UPN
- c. Cable Television Stations
 - WLNY
 - BET
 - Court TV
 - ESPN
 - TV Guide
 - MSG
 - TNN
 - MSN
- d. Outdoor Services
 - Viacom
 - TDI
- e. Production
 - Kroma Printing (Production of outdoor posters)
 - Audio Mixers (duplication of audio tapes)
 - Grapevine Productions (Beta and VHS tapes)
 - Guggenheim Productions (movie trailers)
- f. Military
 - Military Advantage
- g. Newspaper
 - Miller Advertising Agency, Inc.
 - Greystone Advertising
- h. Cinema
 - Cinema Advertising, Inc.
 - National Cinema Network

APPENDIX E (continued)
List of Vendors Utilized during Previous Recruitment Drives

i. Sports Facilities

- Sports Display, Inc.

j. Radio

- AM Korea Radio
- Access Communication (WWRL)
- Big City Radio
- Carl Moxie (West Indian)
- Clear Channel
- Hispanic Broadcasting Corp.
- Hot 97
- Inner City Broadcasting
- Infinity Broadcasting
- Jarad Broadcasting
- Mega Communications
- Metro Networks
- Multicultural Radio
- Premiere Radio Networks
- Radio Lakay International
- Radio Soleil D'Haiti
- Radio Unica
- Spanish Broadcasting
- WABC AM Radio
- WAXQ FM Radio
- WKVD AM – ESPN
- WLIB
- WGBB Inc.