APPENDIX I

PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPort)

PASSPort

Procurement and Sourcing Solutions Portal

Completing the PASSPort Vendor Enrollment

Mayor's Office of Contract Services

Table of Contents

Supplemental Learning Resources

- Webinar Recording: Completing the Vendor Enrollment Package
- Glossary: PASSPort Vendor Enrollment
- PASSPort FAQ
- www.nyc.gov/mocshelp
- Learning to Use PASSPort Webpage

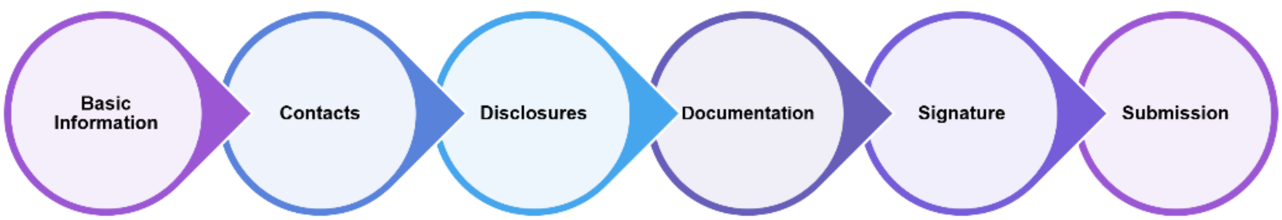
Introduction

All contracting activities with the City of New York ("the City") take place in one centralized procurement system: **PASSPort**, the City's digital **P**rocurement **a**nd **S**ourcing **S**olutions **Port**al. This guide provides you with step-by-step instructions for completing and submitting a Vendor Enrollment Package in PASSPort.

Why Complete the Vendor Enrollment Process?

Vendors who are planning to do business with the City should complete the Vendor Enrollment process. The Vendor Enrollment process in PASSPort allows vendors to introduce themselves to the City and provide background information. A Filed status is required for City Agencies to initiate contracting tasks with vendors.

The Vendor Enrollment Process



What is the Vendor Enrollment Package?

The Vendor Enrollment Package is a series of business questions and disclosures that are completed and submitted in PASSPort. Upon successful Vendor Enrollment, PASSPort will send an email confirming Filed status and the PASSPort Vendor Status will update to Filed status.

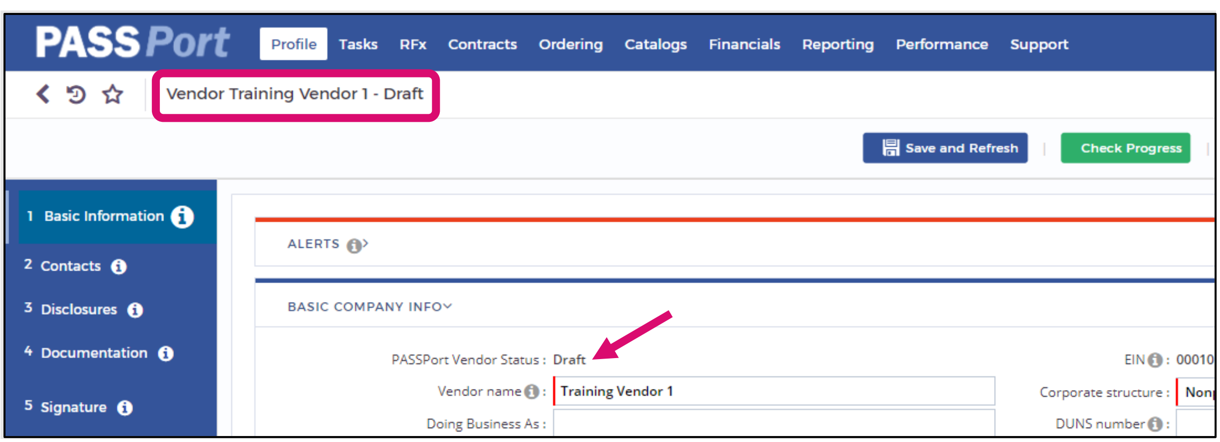
PASSPort Vendor Status

There are two ways for vendors to view and track their progress towards completing Vendor Enrollment. To check your PASSPort Vendor Status, go to your **Vendor Homepage** in PASSPort. In the **Vendor Check List** section, look at the text next to **Vendor Record Status**.

In the example below, you'll notice that the PASSPort Vendor Status says Draft. This means that the Vendor Enrollment Package has not yet been signed and submitted.

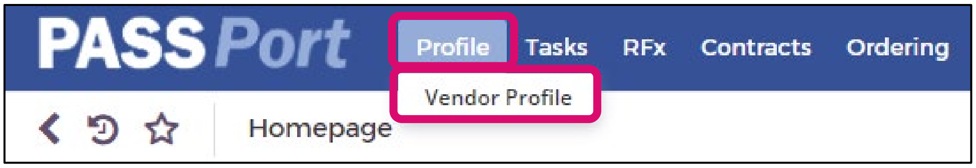
When the PASSPort Vendor Status says **Filed**, it means that the Vendor Enrollment Package has been completed, signed, and submitted. You have successfully disclosed your organization's information to the City and are ready to do business!

Another way to view your Vendor Enrollment progress is to view the PASSPort Vendor Status in the Basics tab of the Vendor Profile. It is also displayed below the top navigation menu when visiting any tab within the Vendor Profile. The example below shows the vendor's name and a PASSPort Vendor Status of **Draft**.

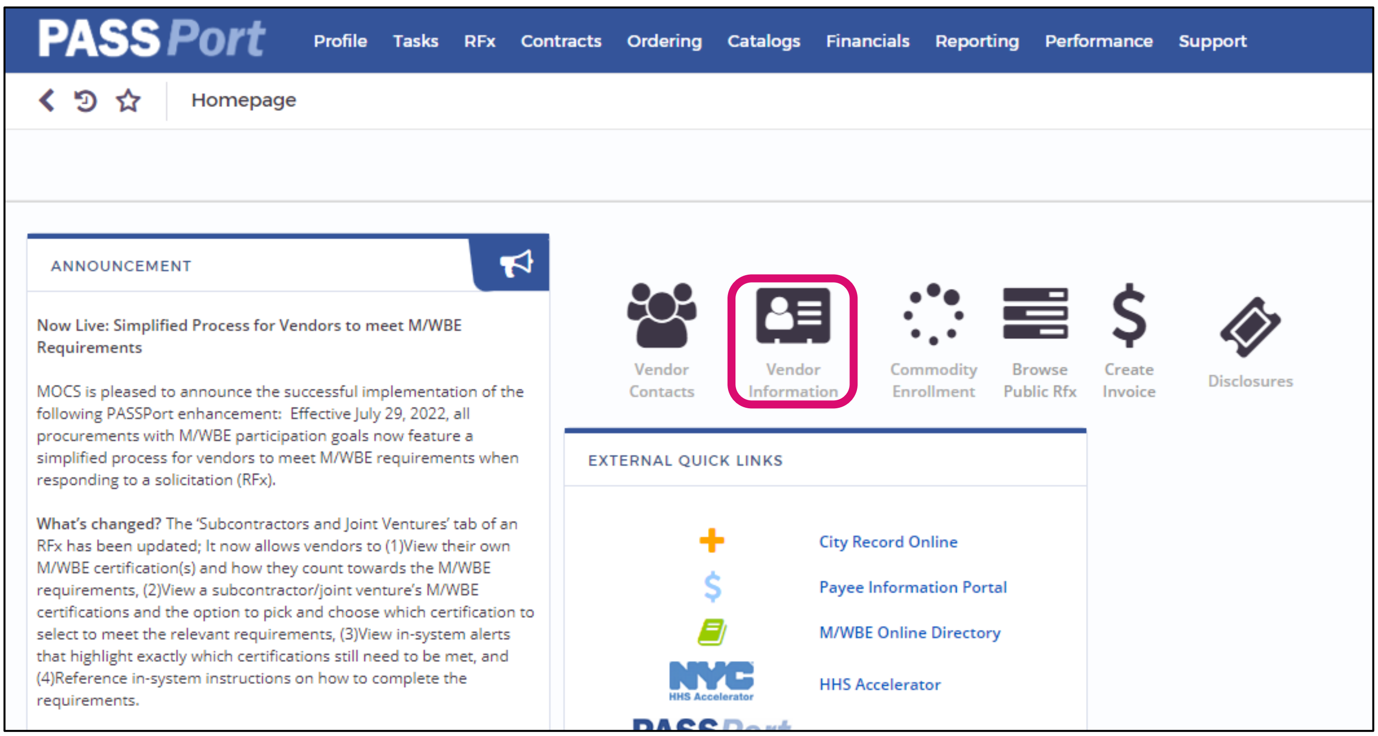


Accessing the Vendor Enrollment Package

The Vendor Enrollment Package is located in the Vendor Profile. To start your Vendor Enrollment Package, log in to PASSPort. You will land on the Vendor Homepage. Click **Profile** in the top navigation menu, then click **Vendor Profile**. By default, the **Basic Information** tab will display.

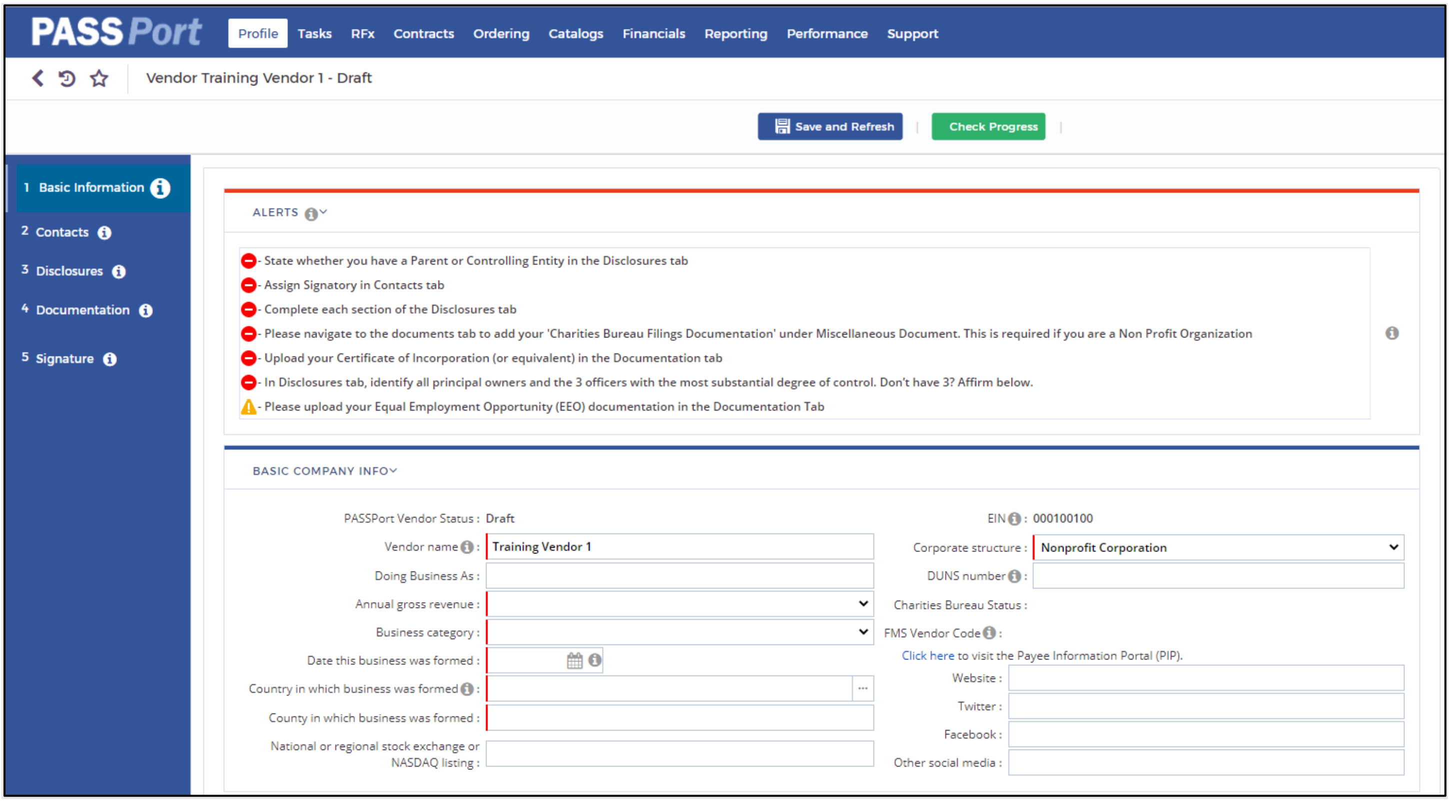


The Vendor Enrollment Package can also be accessed by clicking the **Vendor Information** icon located on the Vendor Homepage.



PASSPort Alerts and Required Fields

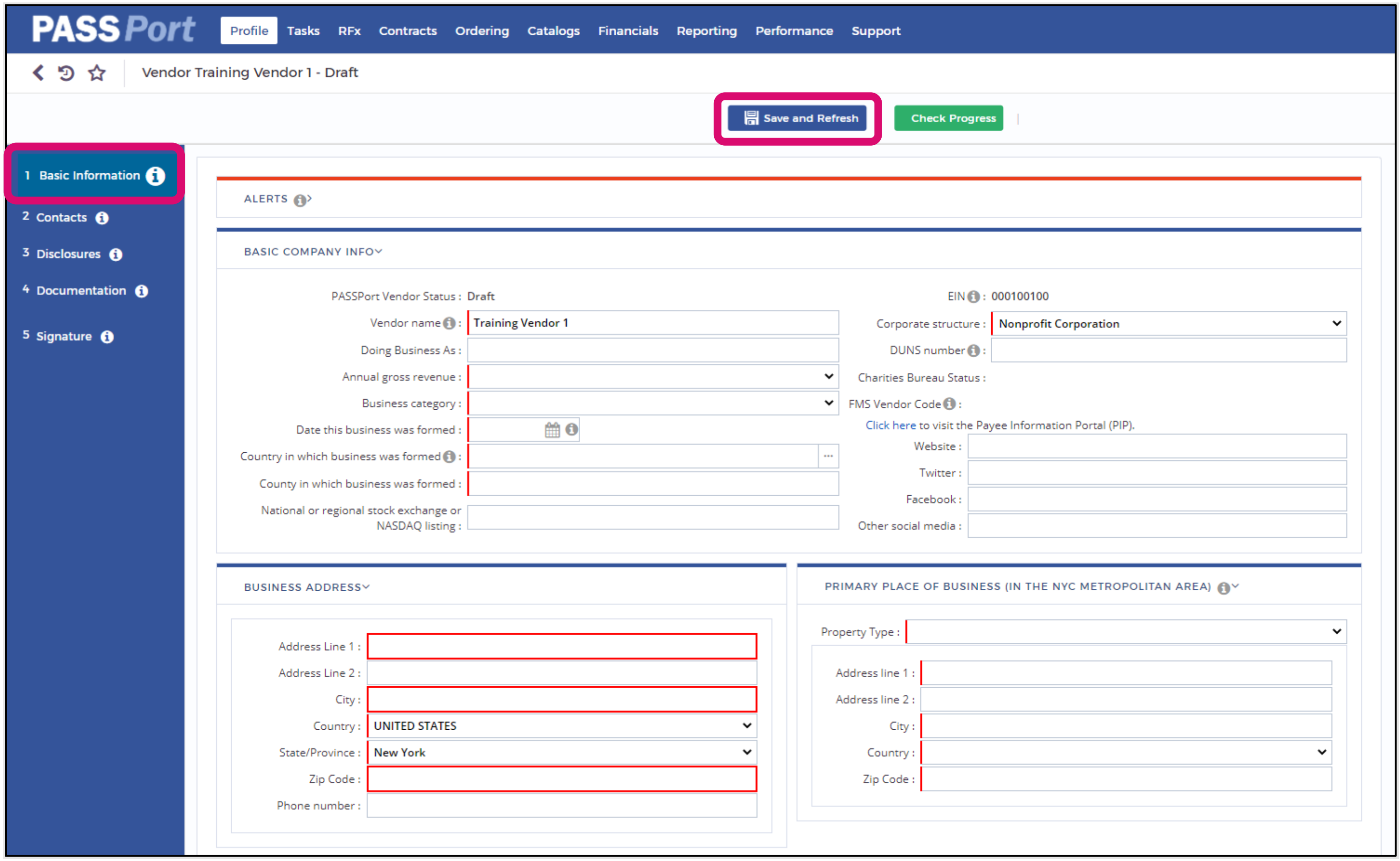
As you complete your information in PASSPort, you will come across visual prompts that will tell you what you must do:



- The red icons are blocking alerts. You must address each to complete Vendor Enrollment.
- The yellow icons are non-blocking alerts. These will not stop you from completing Vendor Enrollment. However, if there are upcoming contracting actions, your Contracting Agency may reach out to request EEO documentation submission.
- A red vertical line or a red box indicate fields that must be completed and are required. Note: The red line will not disappear once you have provided the required information.

Basic Information Tab

In the Basic Information tab, vendors provide information about their organization. To access this tab, click **Profile** in the top-level navigation menu, then click **Vendor Profile**. By default, the **Basic Information** tab displays.



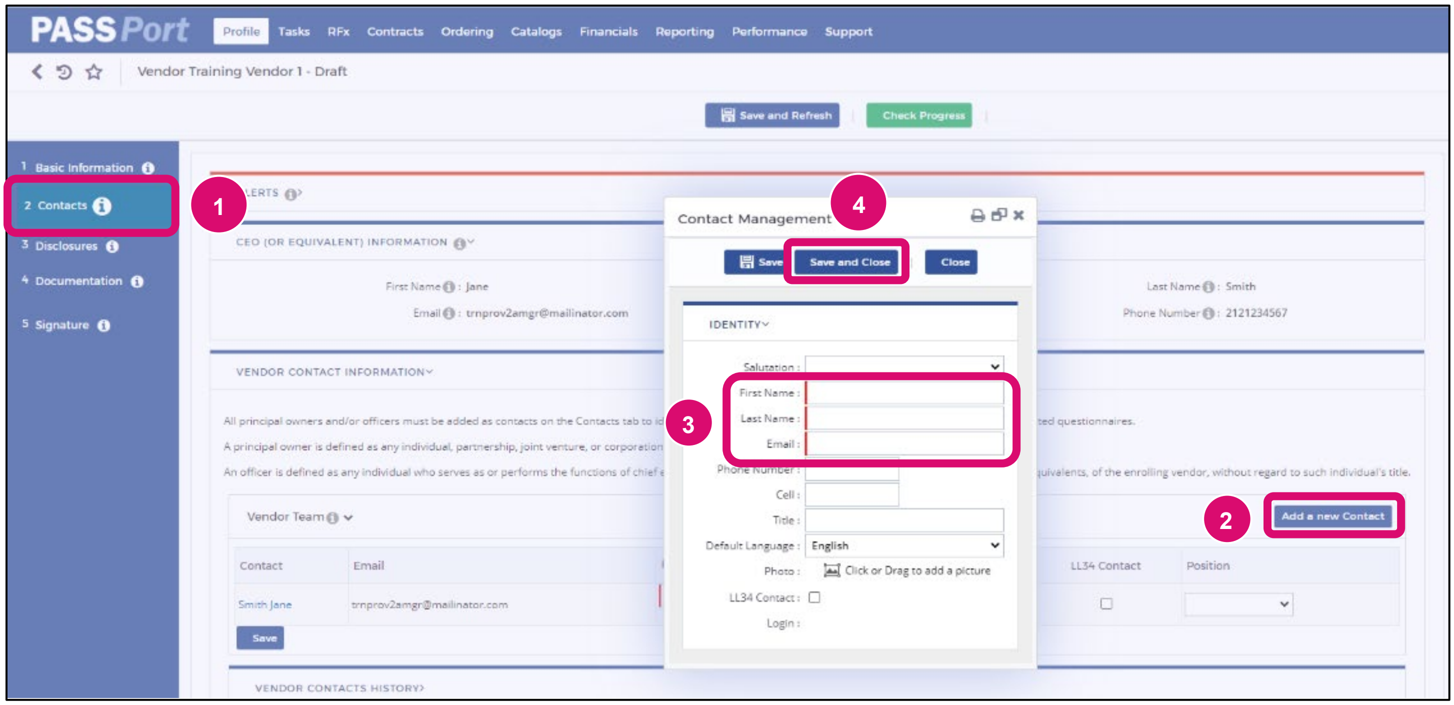
1. Complete all the following sections:
   - **Basic Company Info**
   - **Business Address**
   - **Primary Place of Business (In The NYC Metropolitan Area).**

2. Click the **Save and Refresh** button at the top of the page.

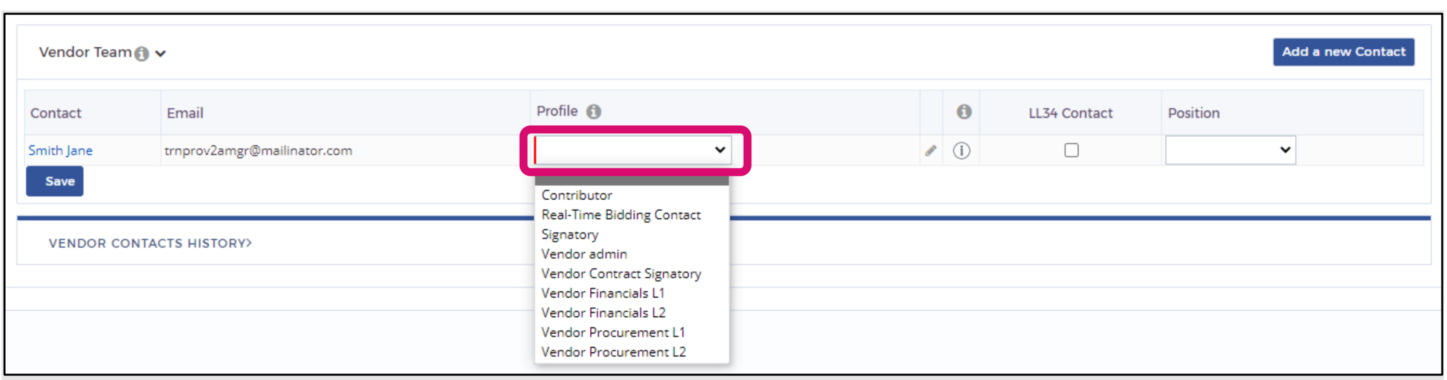
Contacts Tab

In the Contacts tab, vendors list all the organization's Contacts which would include principal owners, officers, and anyone else that requires PASSPort user access. Vendors must assign roles to the contacts in this section. The contact who submitted the PASSPort account request is automatically granted the Vendor Admin role and is able to add contacts and assign roles.

1. Click the **Contacts** tab in the left navigation menu.
2. In the **Vendor Contact Information** section, click the **Add a new Contact** button.
3. In the **Contact Management** pop-up window, enter the contact's **First Name**, **Last Name**, and **Email** address.
4. Click the **Save and Close** button.



5. In the **Profile** column located in the Vendor Team table, select **at least one** role for each contact from the drop-down menu. Note: A contact cannot log in unless they register a NYC.ID with an email address that matches the one listed in their contact.



Vendor Contact Roles

Each new contact must be assigned at least one system user role. Multiple roles may be selected for a contact. The following roles and tasks are relevant to completing the Vendor Enrollment process:

- **Vendor Admin**: Has full access to all Account Management and Vendor Enrollment functionalities except signing the Vendor Enrollment Package. MOCS recommends every organization has at least two contacts with the Vendor Admin role. This role is mandatory.
- **Signatory**: Has full access to Vendor Enrollment functionalities and is the only role that can sign the Vendor Enrollment Package. This role is mandatory.
- **Contributor**: Can enter information but has limited functionality. This role is optional.

6. Click the **Save and Refresh** button at the top of the page.

Disclosures Tab

In the Disclosures tab, vendors are required to:

- Answer and complete all eight sections of the Vendor Questionnaire carefully.
- Identify all Principal Owner(s) and all Officer(s) in your organization.
- Ensure Principal Questionnaires are completed by each identified Owner and Officer.
- Identify Parent and/or Controlling Entities.

Visual Progress Cues in PASSPort

PASSPort will provide you with visual progress cues as you complete the Vendor and Principal Questionnaires. You can see in the screenshot below that:

- An orange circle with a white X indicates a section that is Not Started.
- A blue icon with a white pause symbol indicates a section that is In Progress.
- A green icon with a white checkmark indicates a section that is Completed.

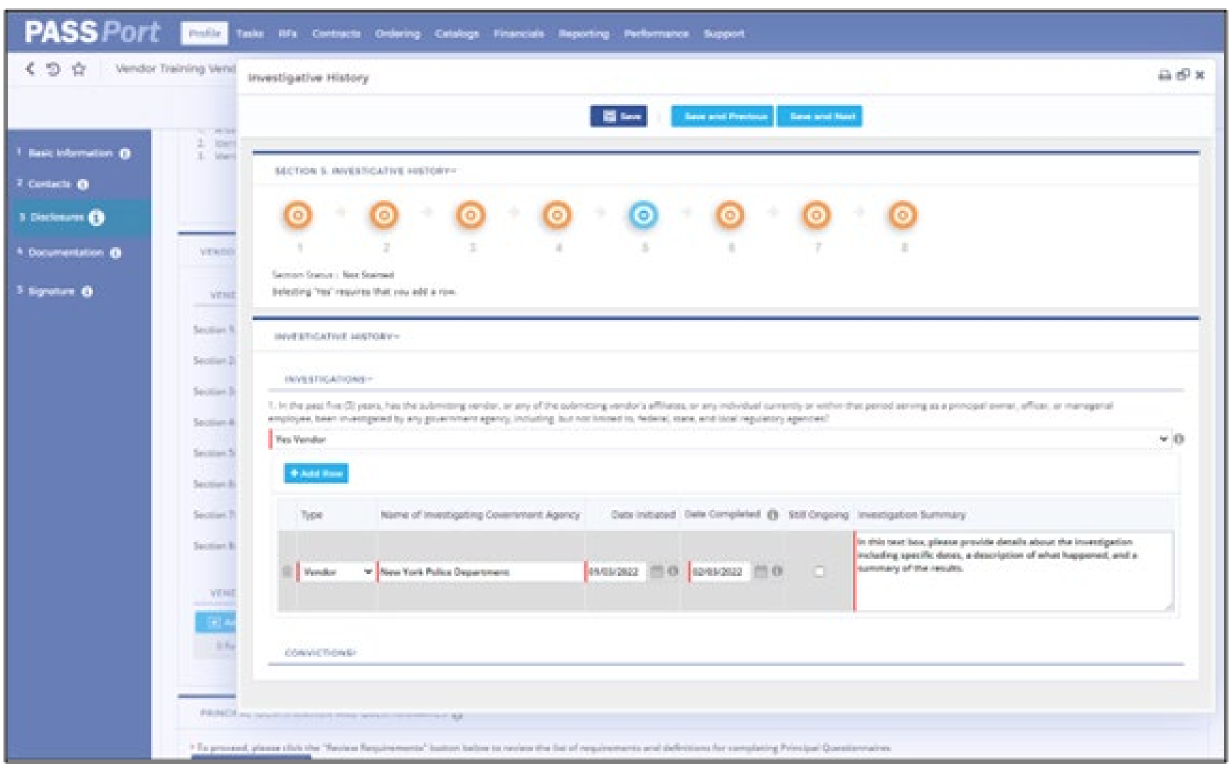
If a vendor responds **Yes** to any question in the Questionnaire, additional details must be provided by the vendor by adding rows to enter the required information.

1. Click the **Add Row** button and then enter the details related to the question.

2. Click the **Save** button at the top of the page to save your entries.
3. To add additional rows, repeat steps 1 and 2.

Adding Details and Important Information

Make sure that the details you add contain complete and pertinent information. For example, when providing details about an investigation, include specific dates, a description of what happened, and a summary of the results.

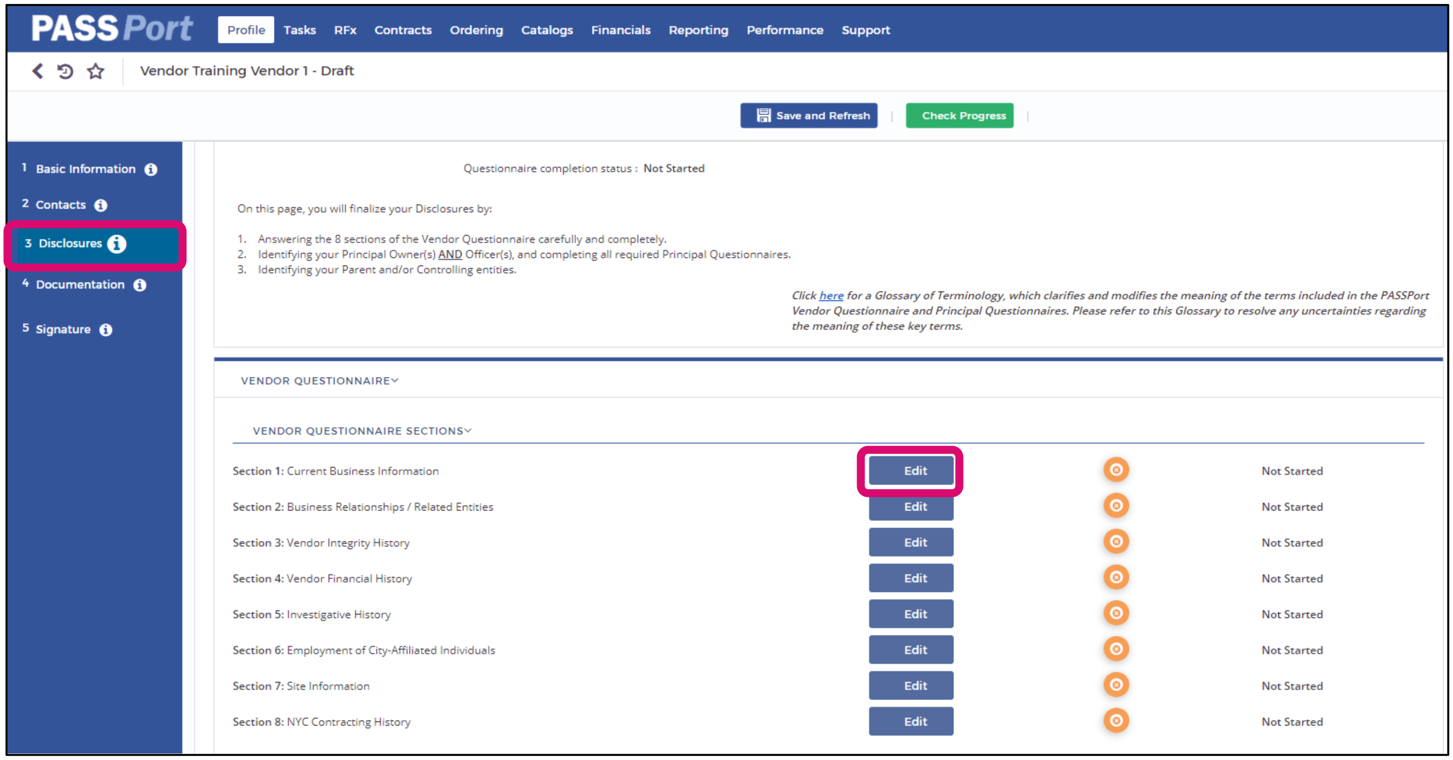


Do not use acronyms or shortened names. For example, write “New York Police Department” instead of “NYPD” or “N.Y.P.D.”

Vendor Questionnaire

Follow the steps below to complete the Vendor Questionnaire.

1. Click the **Disclosures** tab in the left navigation menu.
2. Go to the **Vendor Questionnaire** section.
3. Click the **Edit** button to open a section in the Vendor Questionnaire.



4. Answer all questions within each section.
5. Regularly click **Save** to save the information entered.
6. To continue to the next Section, click the **Save and Next** button.

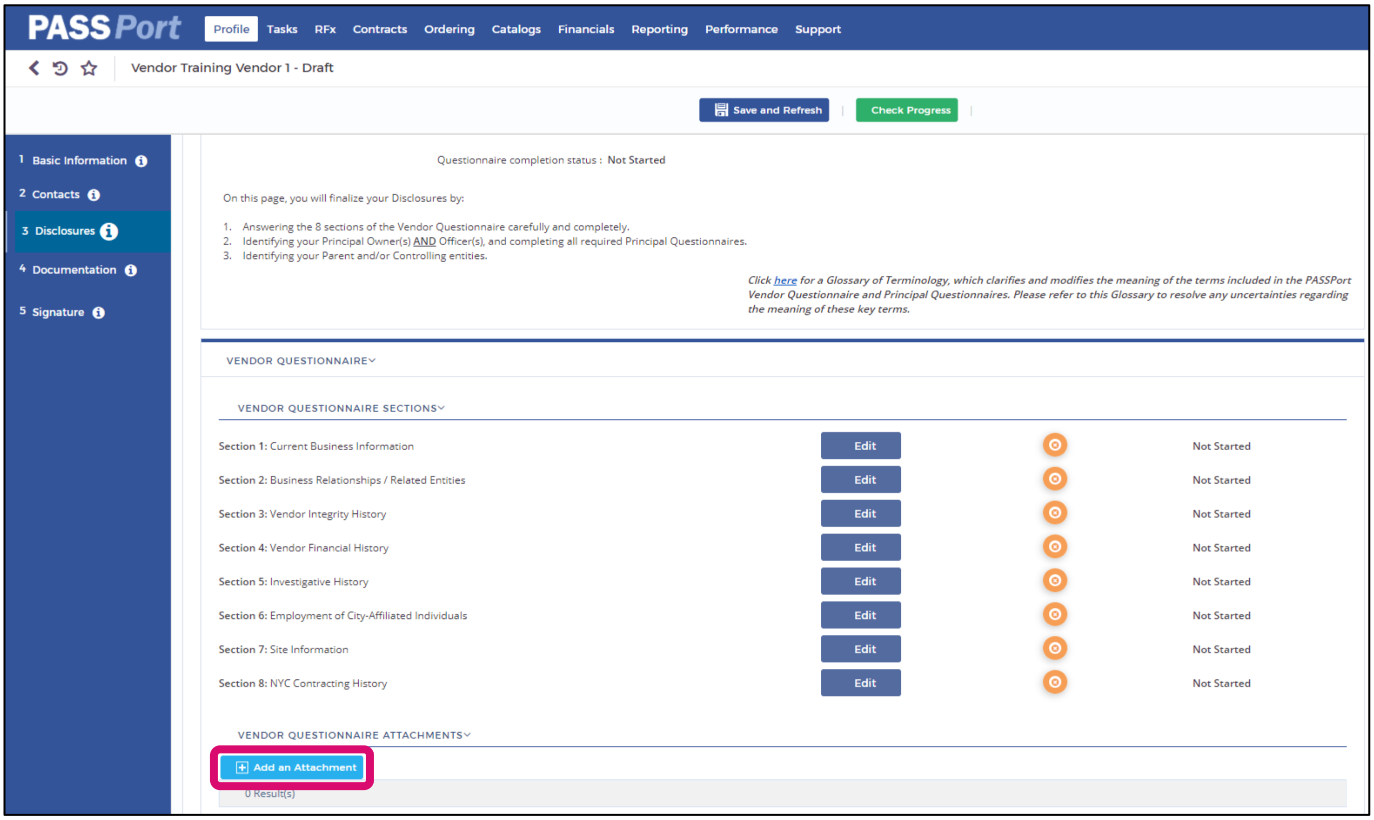
7. After all sections of the Vendor Questionnaire are Complete, click the **Save** button.
8. Click the **X**-icon ✖ at the top right of the window to close the Vendor Questionnaire pop-up window. PASSPort will then update the **Questionnaire Completion Status**.

If a vendor responds **Yes** to any question in the Questionnaire, in addition to providing complete and pertinent information within the added row(s), you must also upload **supplemental attachments**.

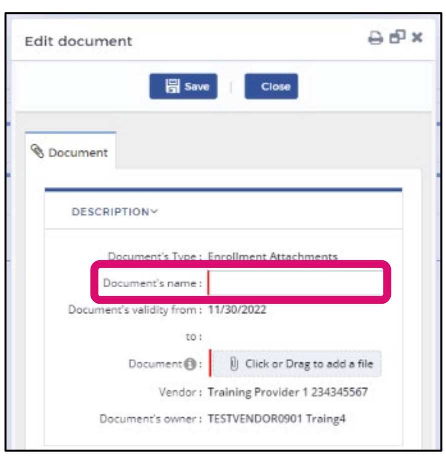
Supplemental attachments should indicate the corresponding section and question number.

Follow the steps below to add supplemental attachments to your Vendor Questionnaire.

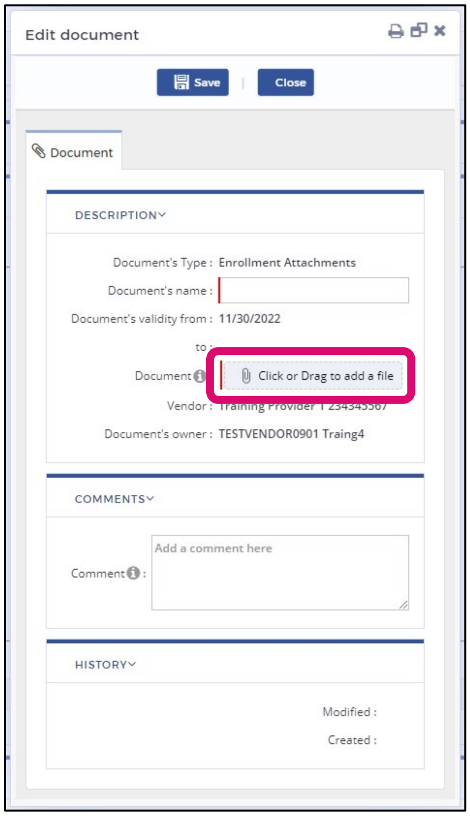
1. Click the **Add an Attachment** button.



2. In the **Edit document** pop-up window, enter a name in the **Document's name** field that indicates the section and question number to which the attachment corresponds.



3. Upload the attachment by clicking on the **Click or Drag to add a file** button.



4. Add notes in the **Comment** field that indicate what the attachment relates to.
5. Click the **Save** button.
6. Click the **Close** button to close the window.

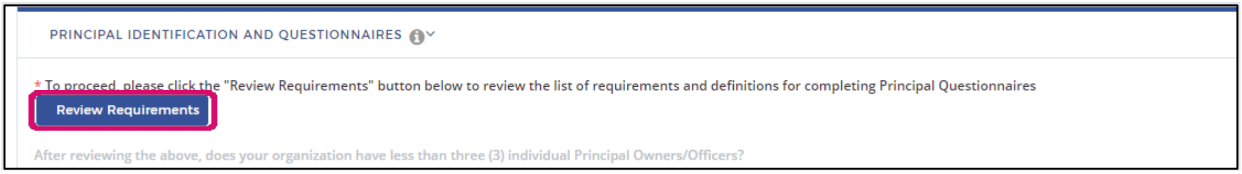
Principal Questionnaires

Identifying Principal Owners and Officers

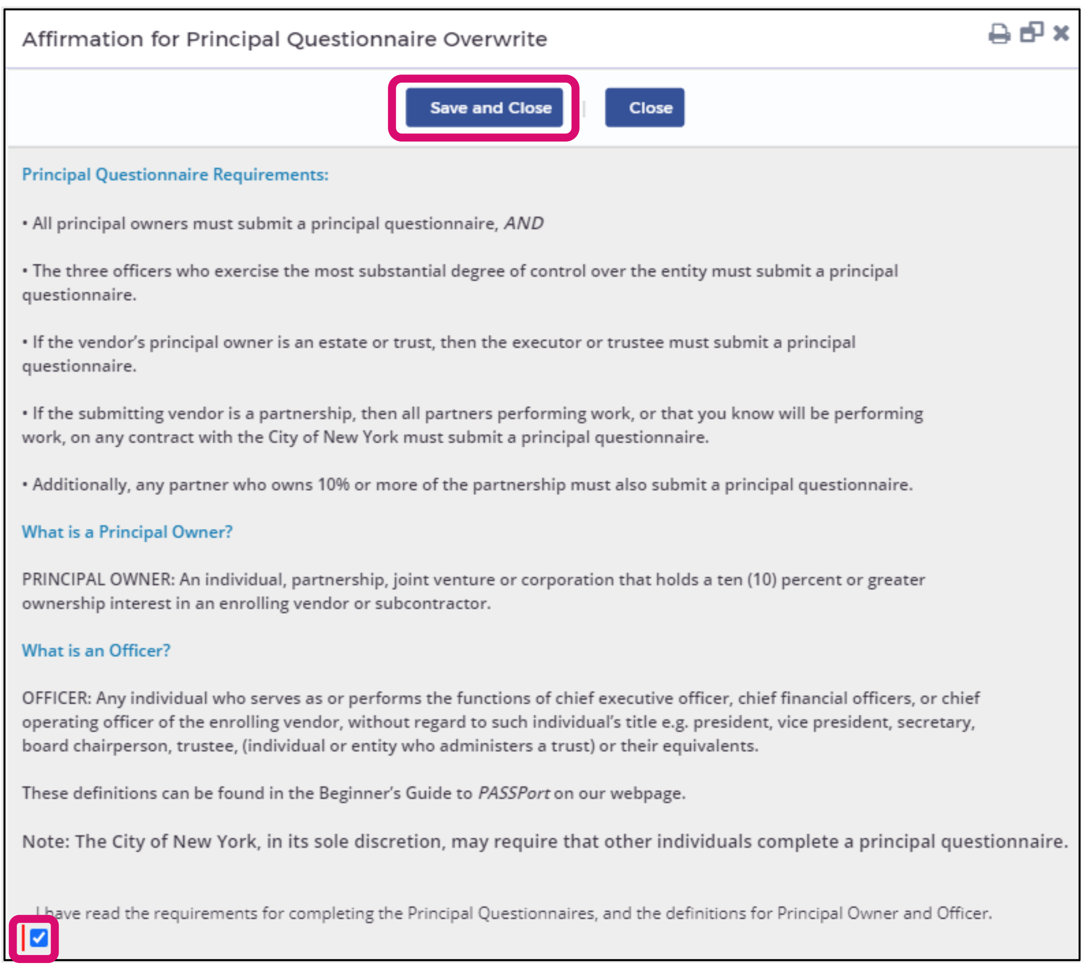
All Principal Owners and/or Officers must first be listed in the **Contacts** tab to be able to identify them in the **Disclosures** tab. Principal Questionnaires must be submitted by each of your organization's Principal Owners and/or Officers.

Follow the steps below to identify the number of principal owners and officers in your organization.

1. In the **Disclosures** tab, go to the **Principal Identification And Questionnaires** section.
2. Click the **Review Requirements** button.

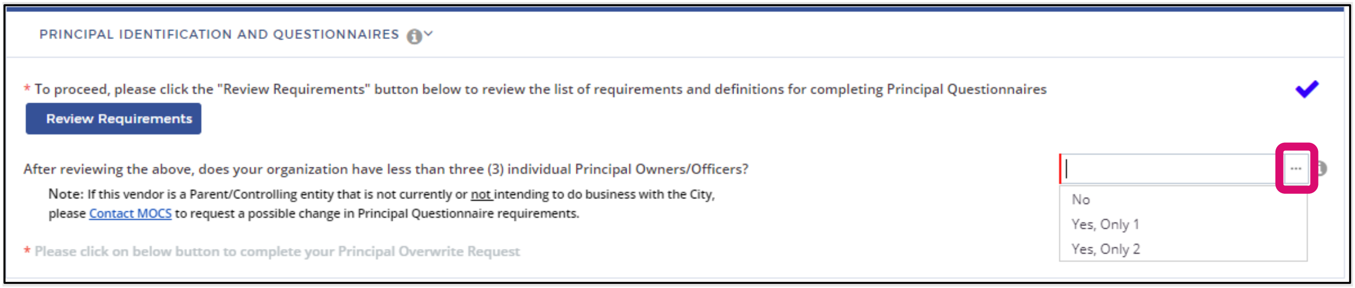


3. An **Affirmation for Principal Questionnaire Overwrite** pop-up window will display. Read the requirements for completing the Principal Questionnaires and the definitions for principal owner and officer.
4. Click the **checkbox** at the bottom of the window to confirm having read all contents.
5. Click the **Save and Close** button.



New information will appear on the screen asking vendors to identify if their organization has fewer than three (3) individual Principal Owners/Officers.

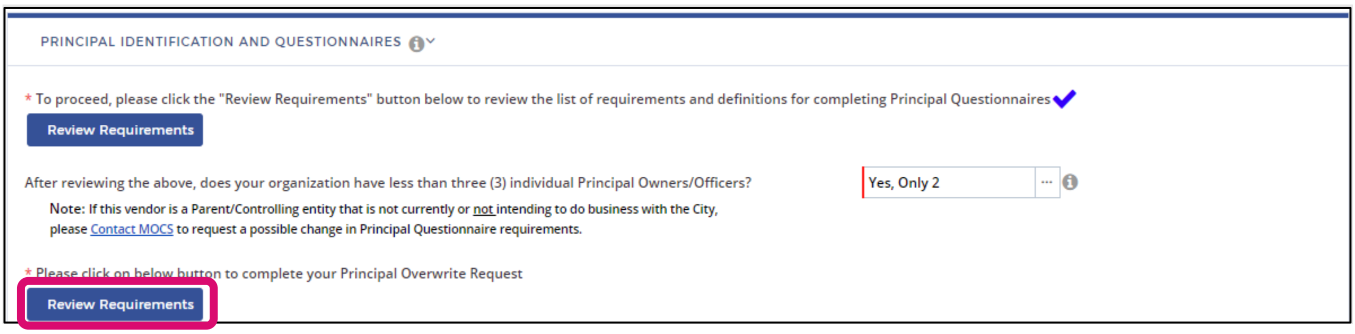
6. Click the **ellipsis** icon at the far right and select the appropriate response in the drop-down menu.



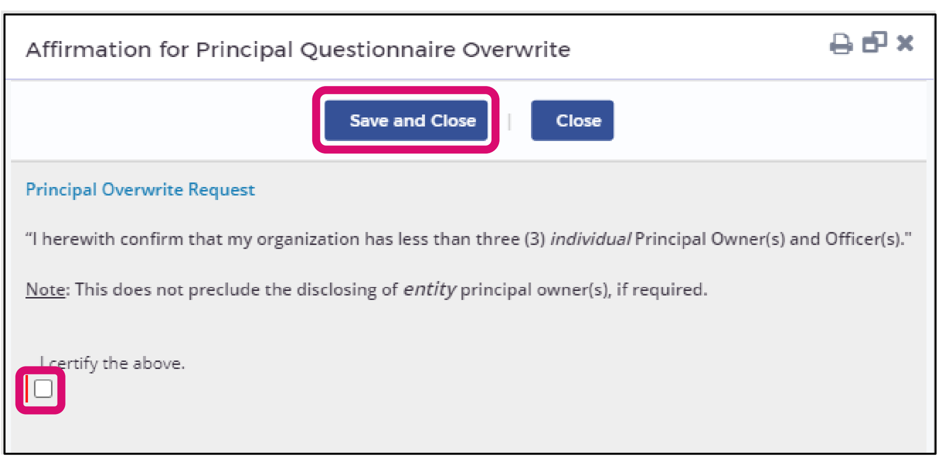
7. Click the **Save and Refresh** button.

If an organization has less than three (3) individual Principal Owners/Officers, the vendor needs to complete an additional process—the **Principal Overwrite Request** – before selecting principal owners and/or officers.

1. Click the second **Review Requirements** button at the bottom of the section.

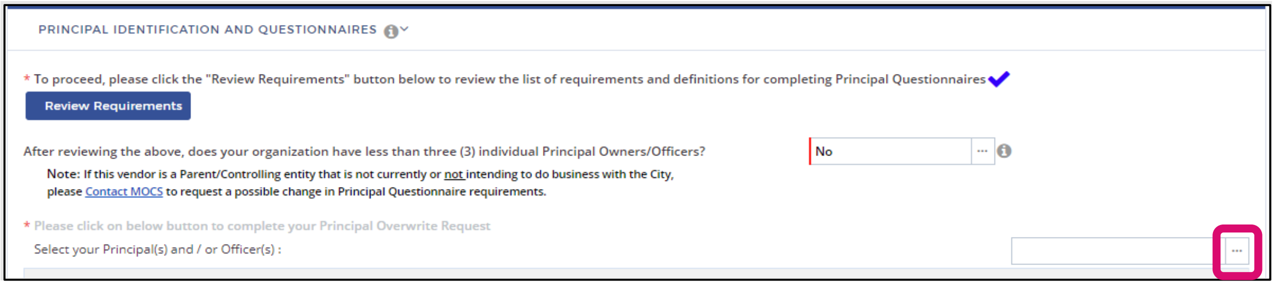


1. A new window will appear displaying the **Affirmation for Principal Overwrite Request**. Read the text.
2. Click the **checkbox** under “I certify the above.”
3. Click the **Save and Close** button. You are now ready to identify your organization’s principals and/or officers.

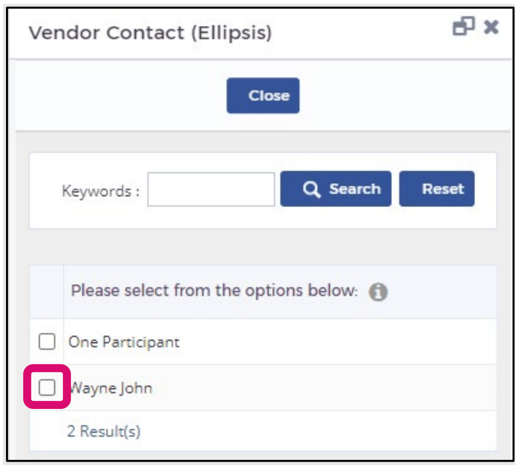


Follow the steps below to identify your Principal Owners and/or Officers:

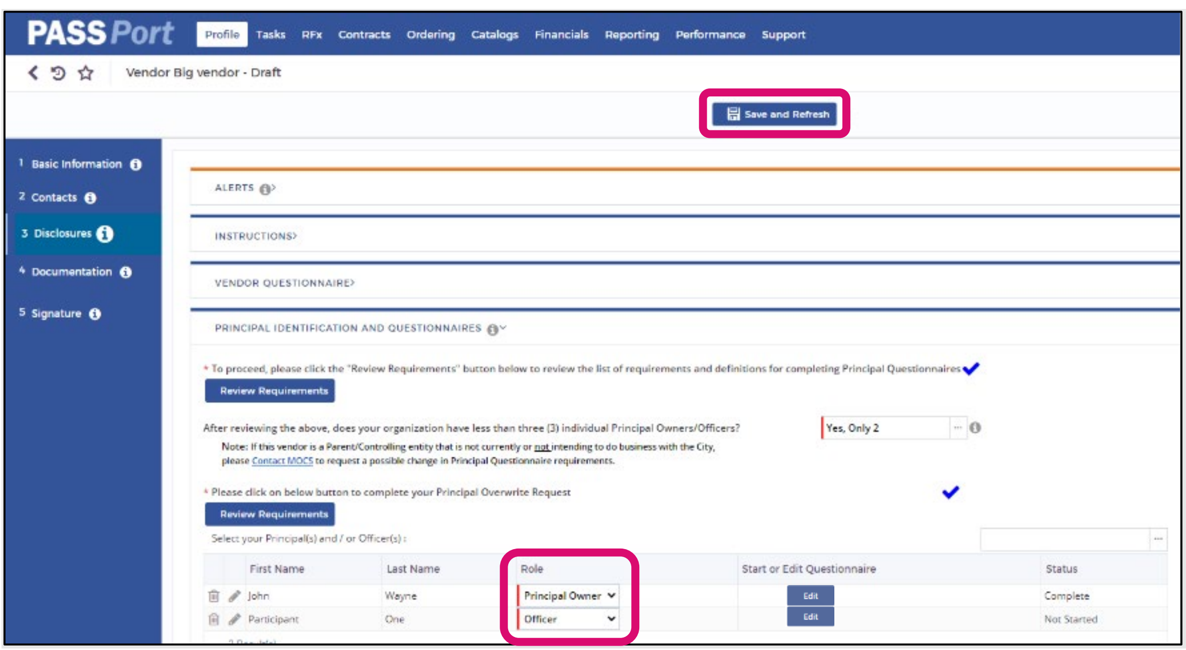
1. Click the **ellipsis** icon .



2. In the **Vendor Contact (Ellipsis)** pop-up window, click the **checkbox** next to the vendor contact(s) in order to identify the contact(s) as a Principal Owner or Officer.



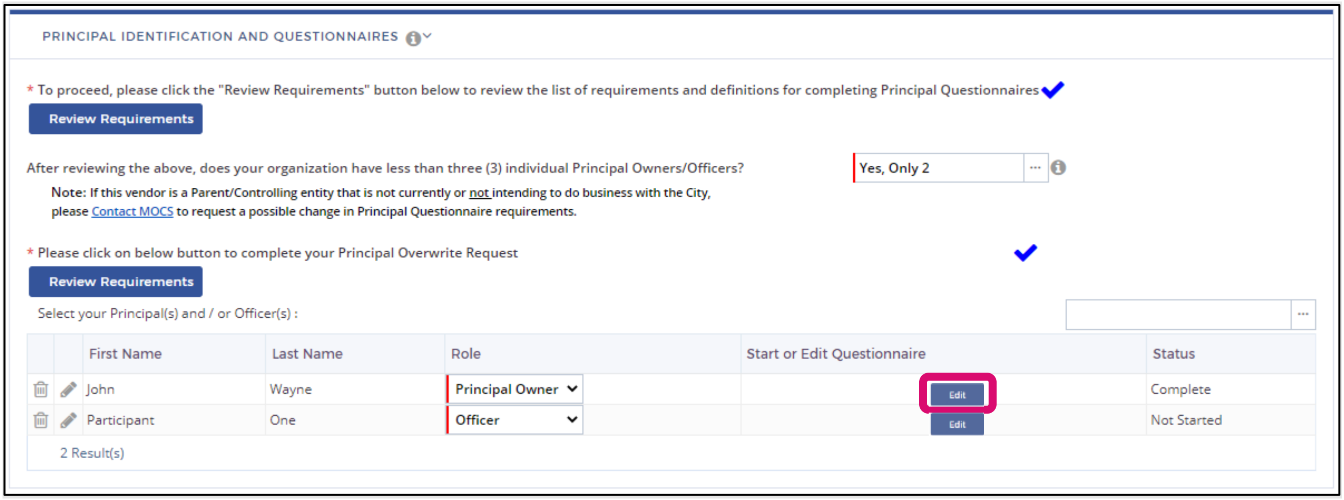
3. In the **Role** column, select either Principal Owner or Officer.
4. Click the **Save and Refresh** button.



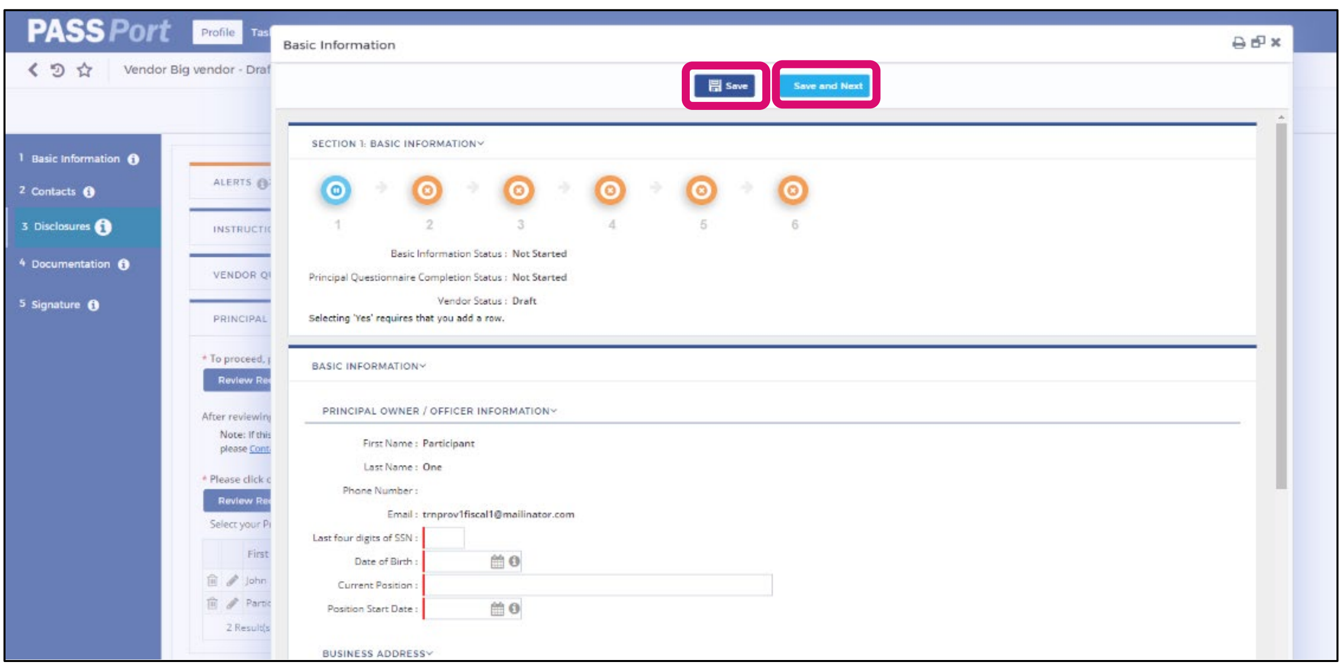
Completing the Principal Questionnaire

The Principal Questionnaire consists of six sections. Follow the steps below to begin the Principal Questionnaire for each Principal Owner and Officer in your organization.

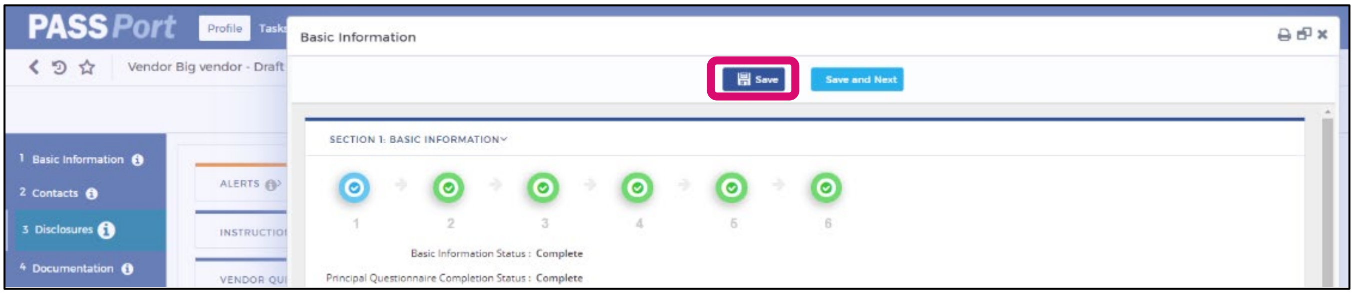
1. Click the **Edit** button next to the name of the Principal Owner or Officer.



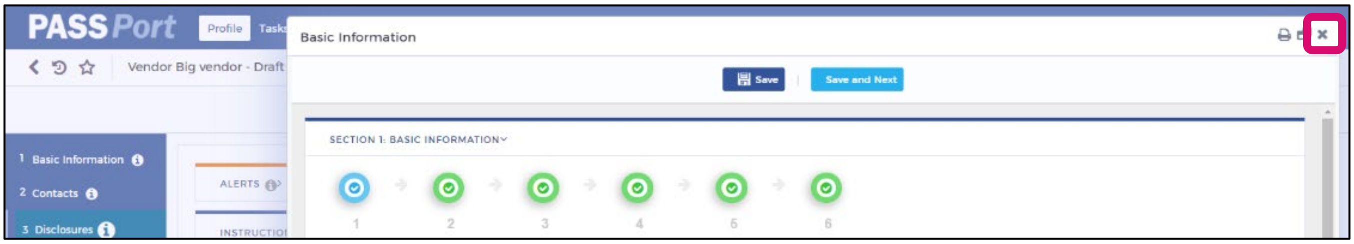
2. Answer all questions within the six (6) sections.
3. Regularly click the **Save** button to save the information entered.
4. To continue to the next section, click the **Save and Next** button.



5. After all six sections of the questionnaire are complete, click the **Save** button.



6. Click the **X**-icon to close the Principal Questionnaire pop-up window and return to the Disclosures tab. The questionnaire status will update.

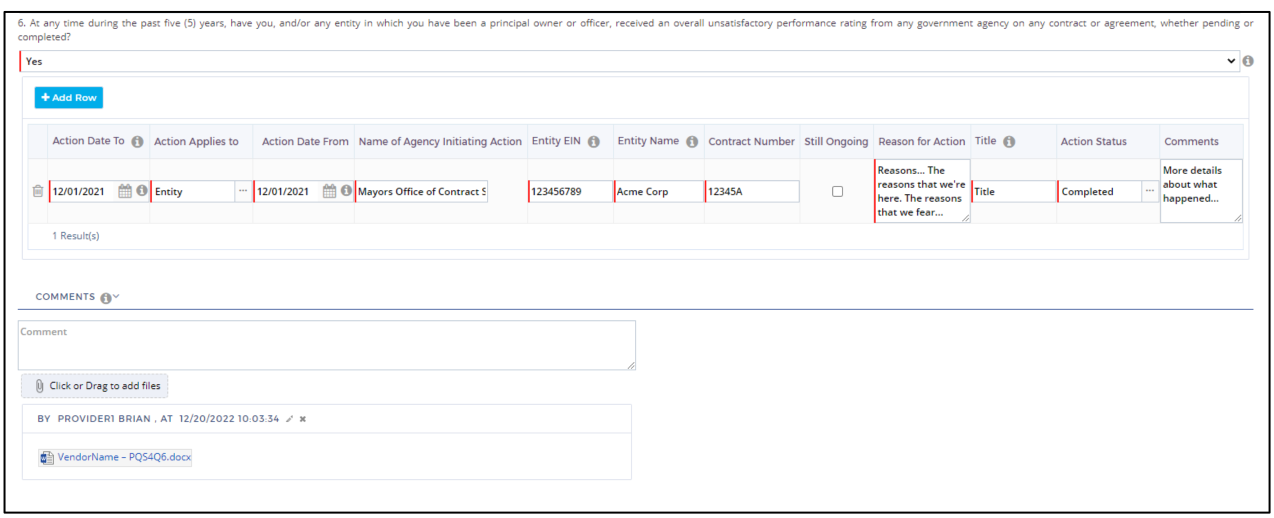


7. Click the **Save and Refresh** button towards the top of the Disclosures tab.

Adding Attachments to Principal Questionnaires

In addition to clicking the **Add Row** button to provide relevant details to a **Yes** response in the Principal Questionnaire, Principal Owners and Officers can upload documents at the bottom of each of the six questionnaire sections.

Click the **Click or Drag to add files** button and select the relevant file to upload. Please be sure to name the file so that it identifies the relevant section and question of the Principal Questionnaire (e.g., an attachment for the Principal Questionnaire Section 4 and Question 6 should be named “VendorName – PQS4Q6”).



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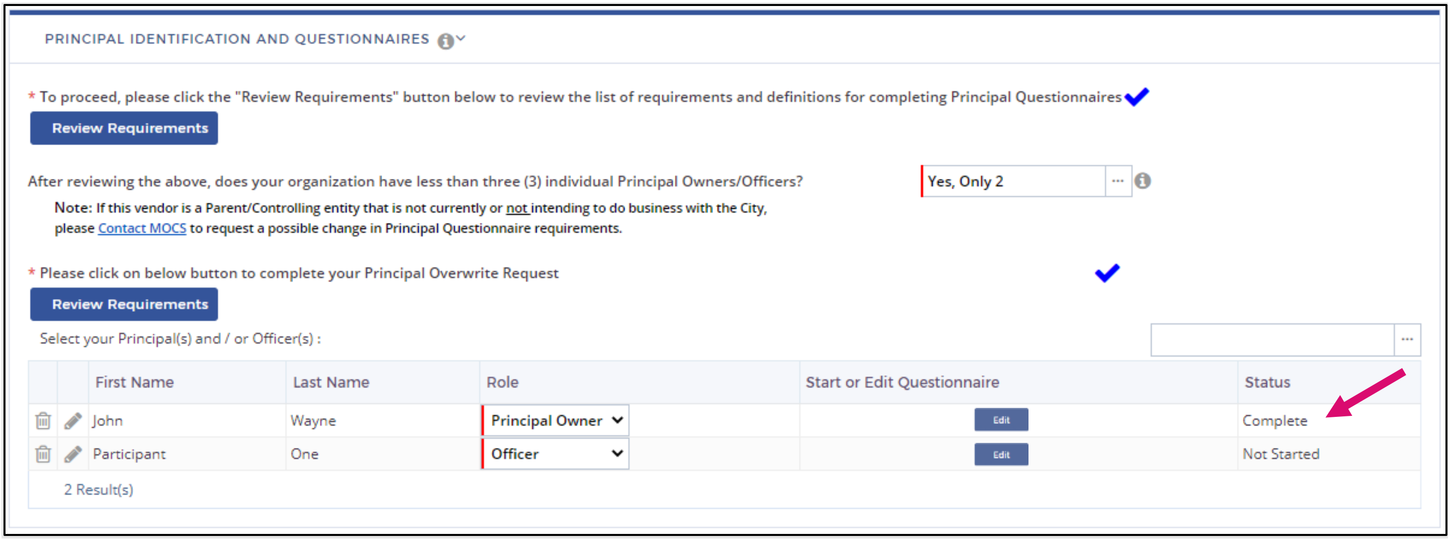
Checking the Principal Questionnaire Status

The **Status** column shows the progress of each Principal Owner/Officer Principal Questionnaire. The screenshot below shows an example where the Principal Owner's Questionnaire is Complete and the Officer's Questionnaire has Not Started.



Parent/Controlling Entities Identification

About Parent/Controlling Entities

As part of the Vendor Enrollment process, Parent and/or Controlling Entities must be identified in the Disclosures tab.

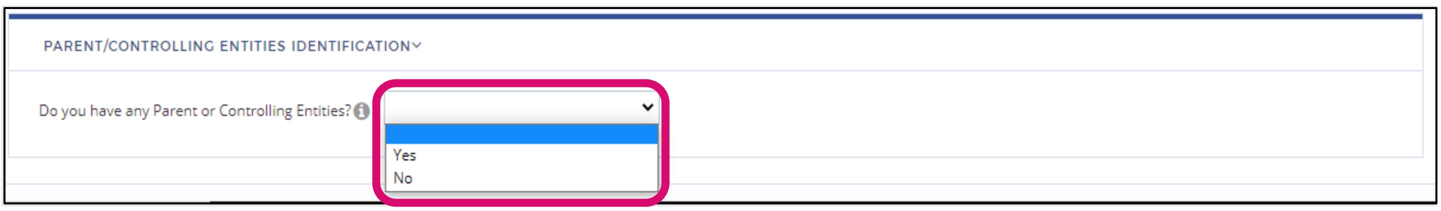
Parent Entities are defined as an individual, partnership, joint venture, or corporation that owns more than 50% of the voting stock of a vendor. Controlling entities are any entities that hold 10% or more ownership of the business or have the right to direct daily operations.

To identify the parent and/or controlling entity in PASSPort, the parent and/or controlling entity must have a PASSPort account. In order for your organization to be Filed, meaning the vendor has completed the Vendor Enrollment process, the vendor's parent and/or controlling entity must also be Filed first.

Identifying Parent/Controlling Entities

Follow the steps below to complete the **Parent/Controlling Entities Identification** section in the Disclosures tab of the Vendor Profile.

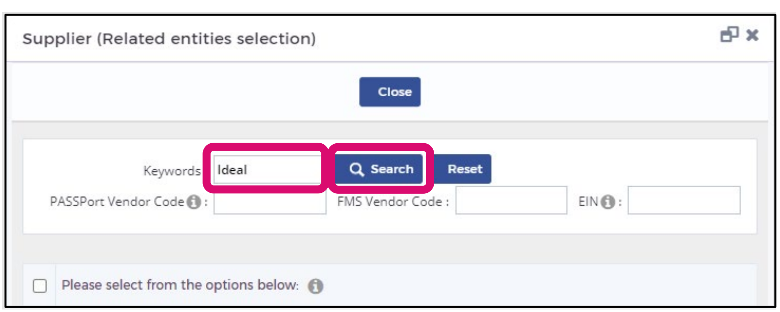
1. Scroll down to the **Parent/Controlling Entities Identification** section. Select the appropriate response from the drop-down menu.



2. If your answer is **No**, click the **Save and Refresh** button.
   If your answer is **Yes**, click the **ellipsis** icon to identify your parent/controlling entities.

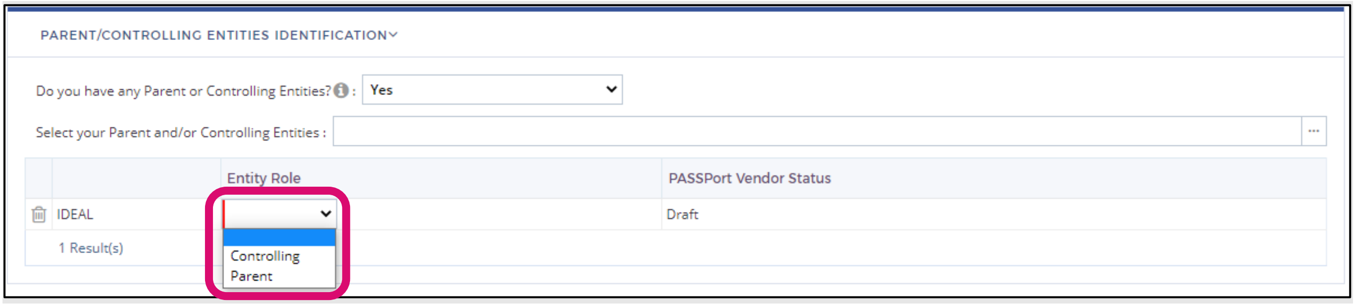
3. In the **Supplier (Related entities selection)** pop-up window, search for the parent/controlling entity by typing the organization's legal name in the **Keywords** field.

4. Click the **Search** button to reveal results. Note: Parent/controlling entities must have a PASSPort account to appear in the search results.

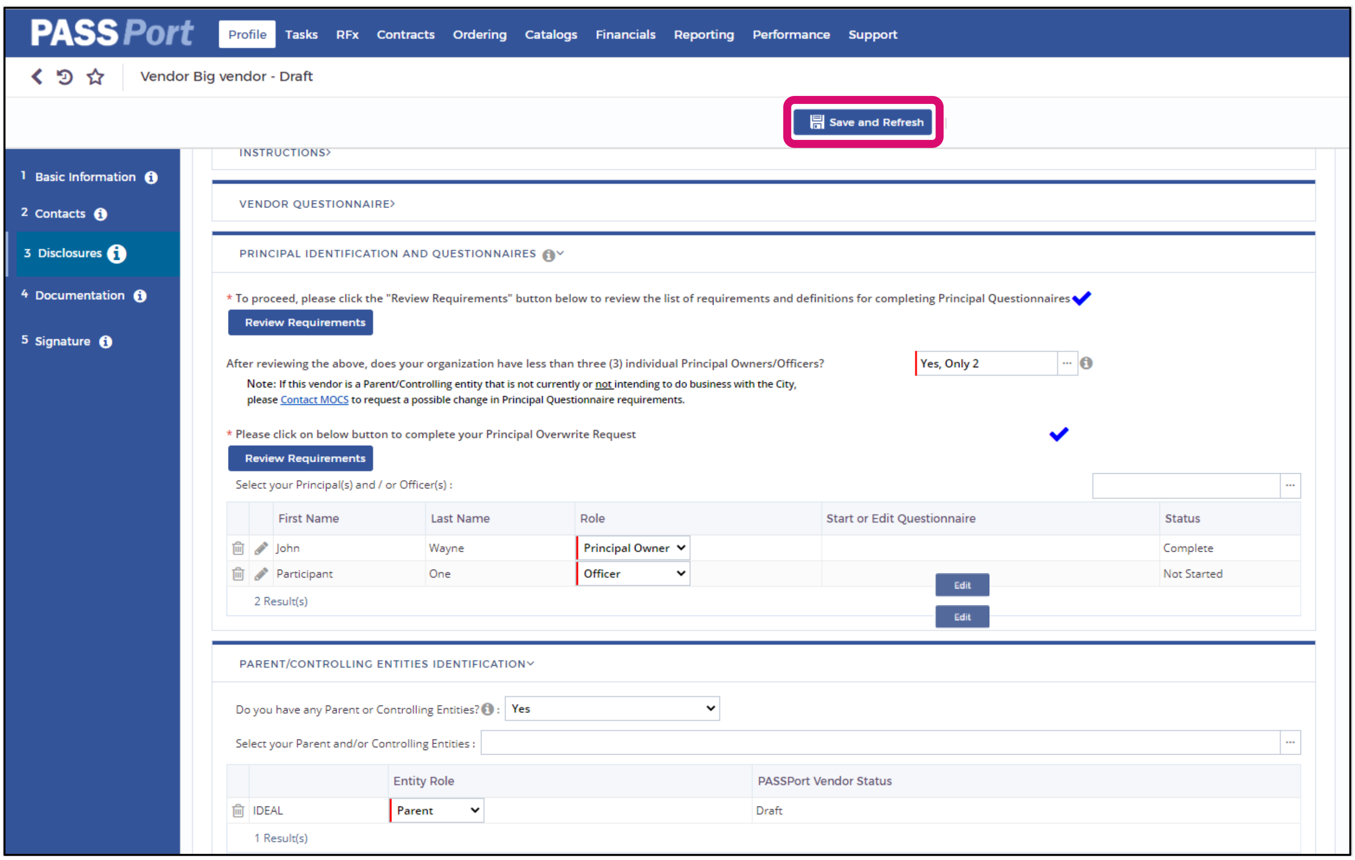


Mayor's Office of Contract Services

5. Review the search results and identify the appropriate parent or controlling entity by clicking the **checkbox** next to the entity name.
6. Click the **Close** button.
7. Select the **Entity Role** from the drop-down menu.



8. Click the **Save and Refresh** button at the top of the page. In this example, the vendor identified a Parent organization whose PASSPort Vendor Status is Draft.



9. Repeat this process to add additional parent or controlling entities.

Missing Parent/Controlling Entity

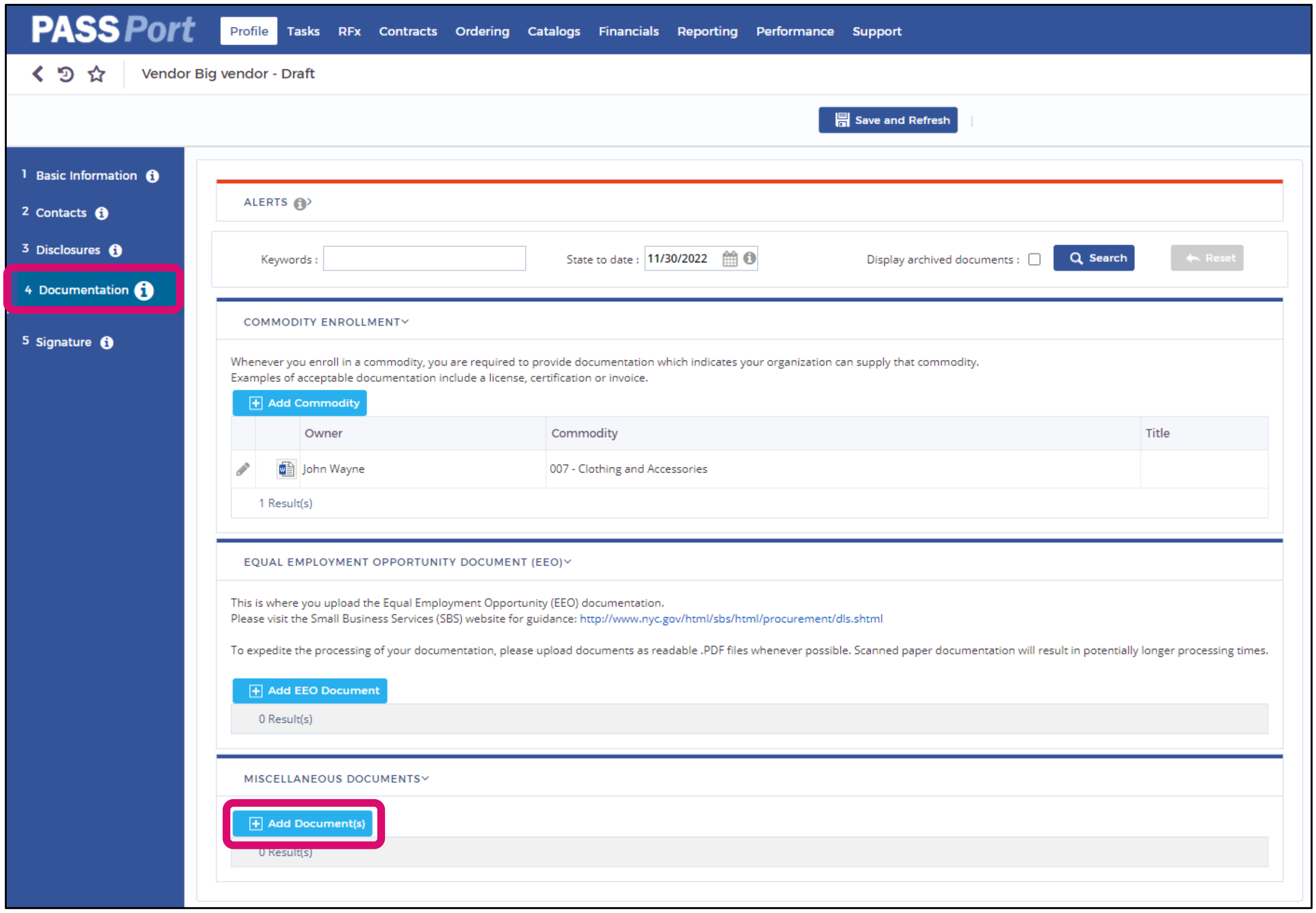
If the vendor's parent or controlling entity is not found in PASSPort, that entity does not have a PASSPort account. Once the entity has a PASSPort account, it can be identified in the Disclosures tab under Parent/Controlling Entities Identification.

Documentation Tab

The **Documentation** tab is where vendors upload their organization's required Certificate of Incorporation (COI) or equivalent document. Alternative COI equivalent document names may be Articles of Incorporation, Articles of Association, Business Certificate, or Corporate Charter.

Follow the steps below to complete the **Documentation** tab.

1. Click the **Documentation** tab in the left navigation menu of the Vendor Profile.
2. Scroll down the page to the **Miscellaneous Documents** section.
3. Click the **Add Document(s)** button.



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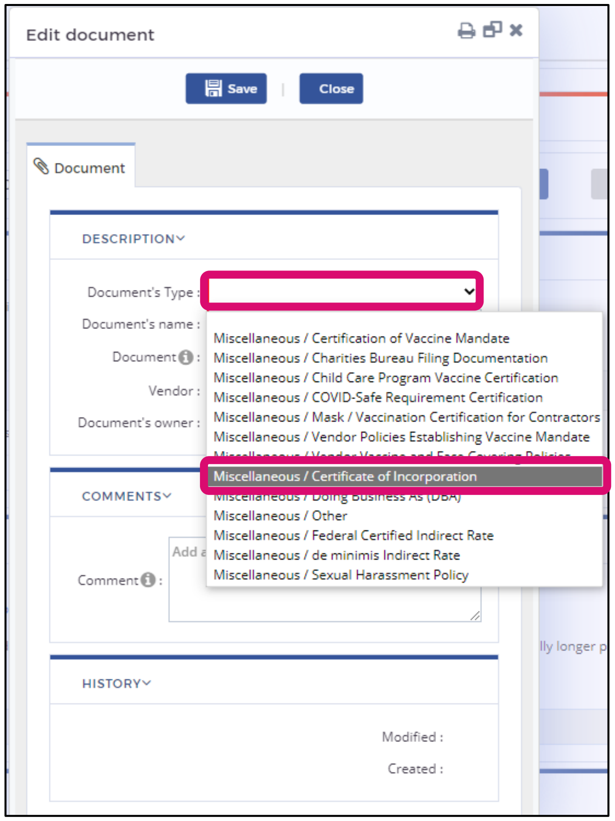
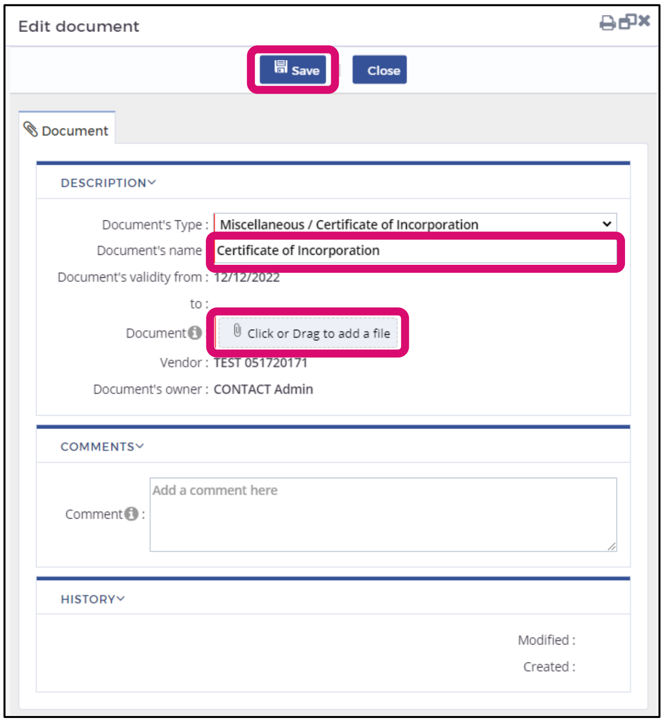
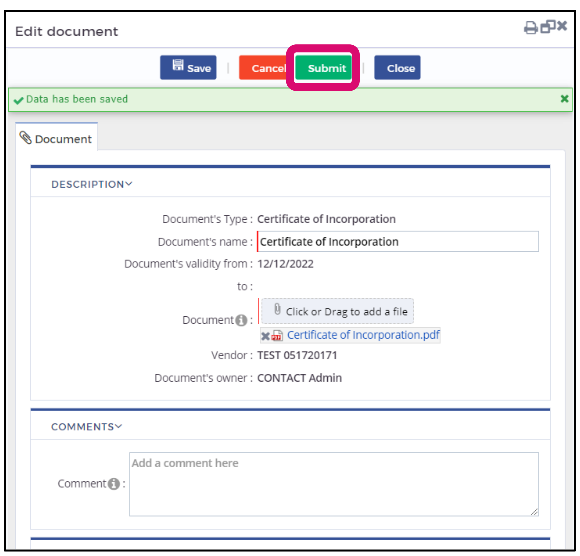
4. In the **Edit document** pop-up window, click the drop-down menu next to **Document's Type.**
5. Important: Regardless of whether a vendor has a Certificate of Incorporation or an equivalent, such as Articles of Incorporation, the vendor must select **Miscellaneous / Certificate of Incorporation** from the drop-down menu to satisfy the requirement. PASSPort requires a document submission with this document type selected.



6. In the **Document's name** field, enter the document's name.
7. Click the **Click or Drag to add a file** button to select and upload the Certificate of Incorporation or equivalent document.
8. Click the **Save** button.



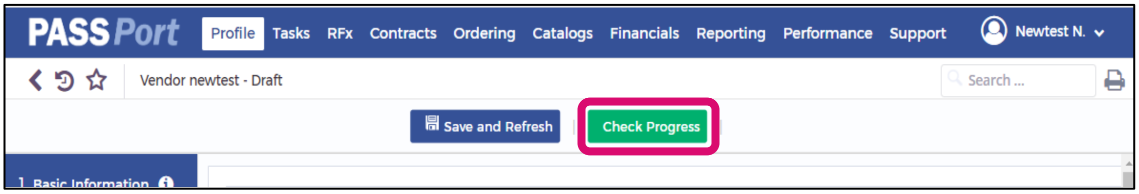
9. After ensuring you have uploaded the correct document, click the **Submit** button.
   Note: A document cannot be deleted once it has been submitted. If an incorrect document was submitted, upload and submit a new document and indicate in the Comment field that the previous document submission was made in error.



10. Click the **Close** button.

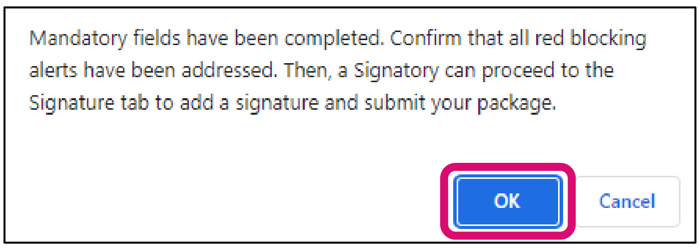
Clicking the Check Progress Button

Once the entire Vendor Enrollment Package has been completed, the Vendor Admin must click the **Check Progress** button. This is a critical step that must be completed to move the PASSPort Vendor Status from Draft to **Ready to Submit** - a status indicating that the Vendor Enrollment Package is now ready to be signed and submitted.

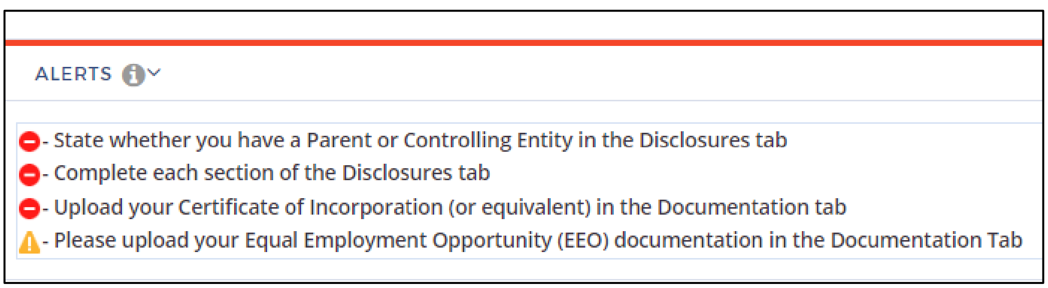


Note: Once the Vendor Enrollment Package is in Ready to Submit status, changes can no longer be made. To return to Draft status, click **Return to Preparation Package**.

If the **Check Progress** button has been clicked and the required information is complete, a system message will appear confirming that the mandatory fields have been completed. Click **OK**.



If required information is missing in the Basic Information, Contacts, Disclosures or Documents tabs, PASSPort alerts will display in the **Alerts** section in any tab.

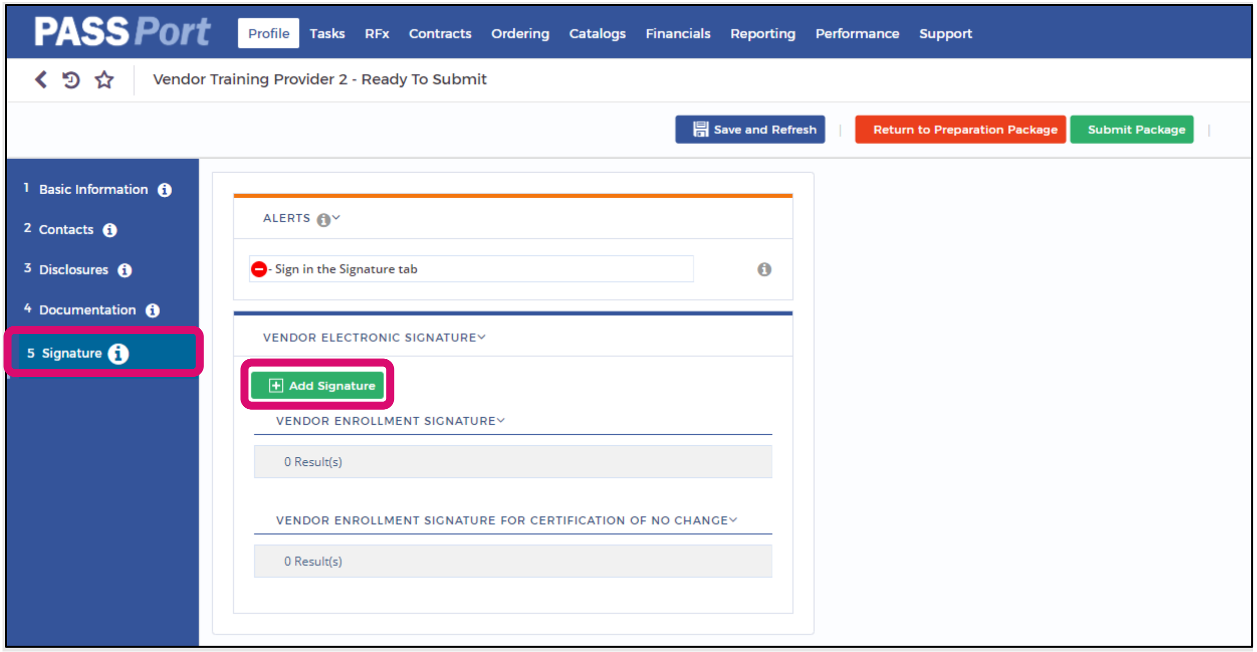


Complete the required actions and click the **Check Progress** button again. Vendors will not be able to proceed to the **Signature** tab if the Vendor Enrollment Package is incomplete.

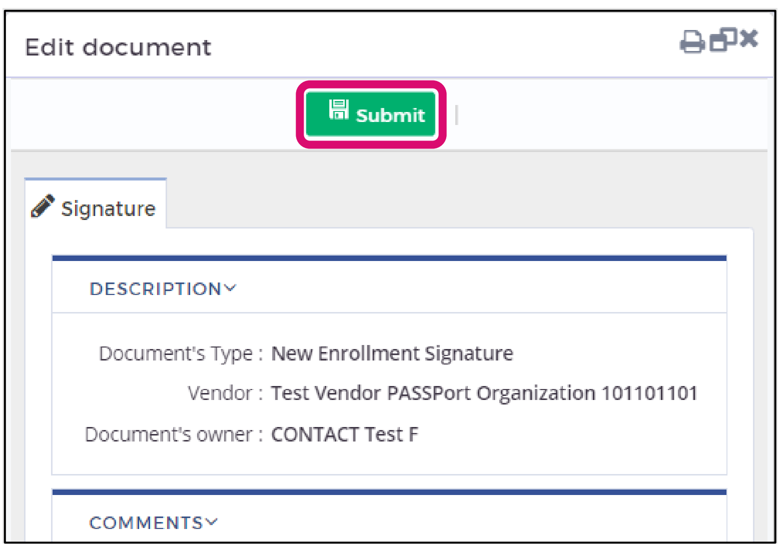
Signature Tab

Once all parts of the Vendor Enrollment Package have been completed and the Vendor Admin has clicked the **Check Progress** button, the PASSPort Vendor Status will update from Draft to **Ready to Submit**. The Signatory must then review the entire package and its attachments before signing and submitting it. Only Signatories can add a signature.

1. Click the **Signature** tab in the left navigation menu.
2. In the **Vendor Electronic Signature** section, click the **Add Signature** button.



3. In the **Edit document** pop-up window, click the **Submit** button to create a new e-Signature.



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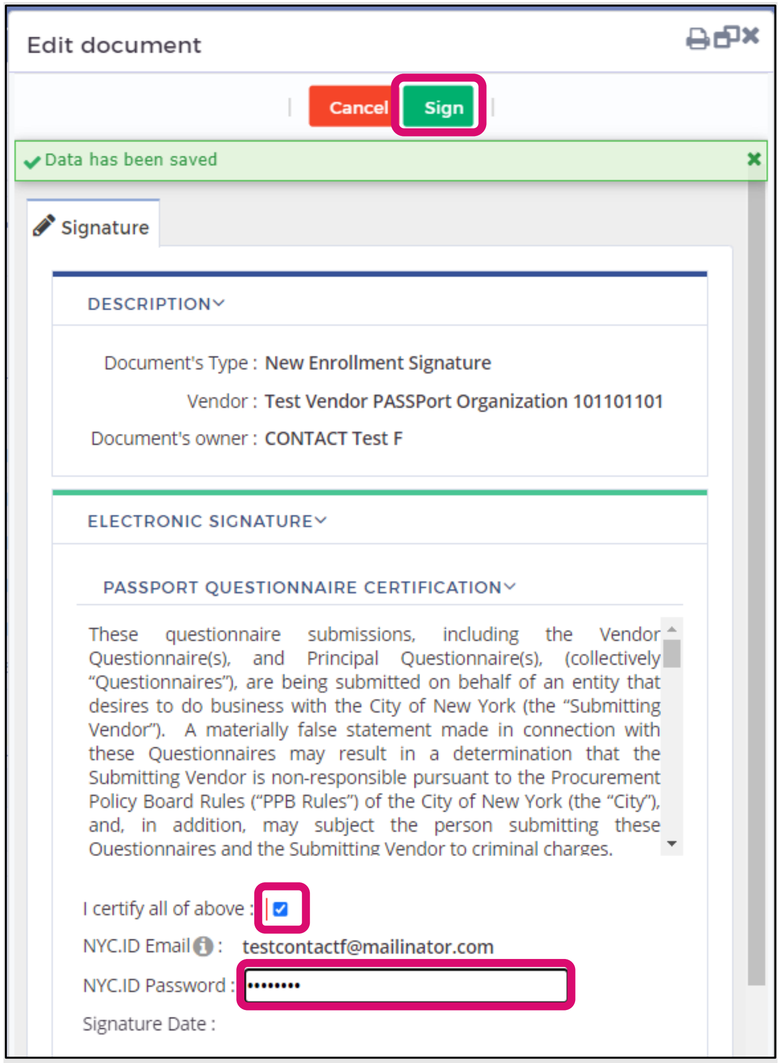
4. Read the text within the **PASSPort Questionnaire Certification** section. Be sure to scroll down to read the text in its entirety.
5. Click the **checkbox** next to “I certify all of above.”
6. In the **NYC.ID Password** field, enter the same password used to log in to your PASSPort account.
7. Click the **Sign** button to add your e-Signature.



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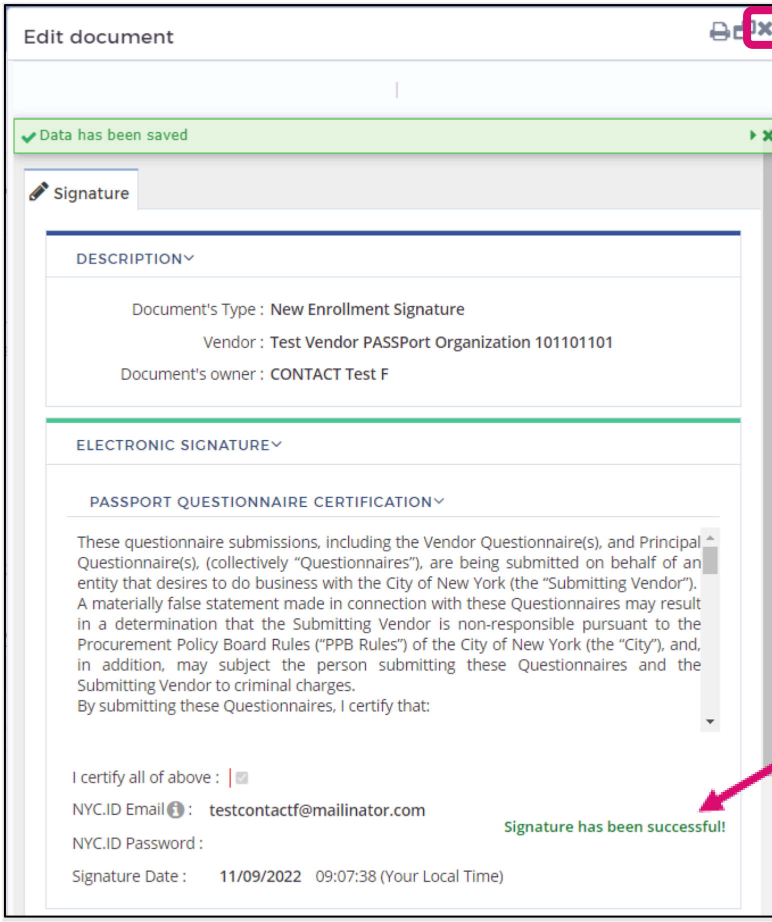
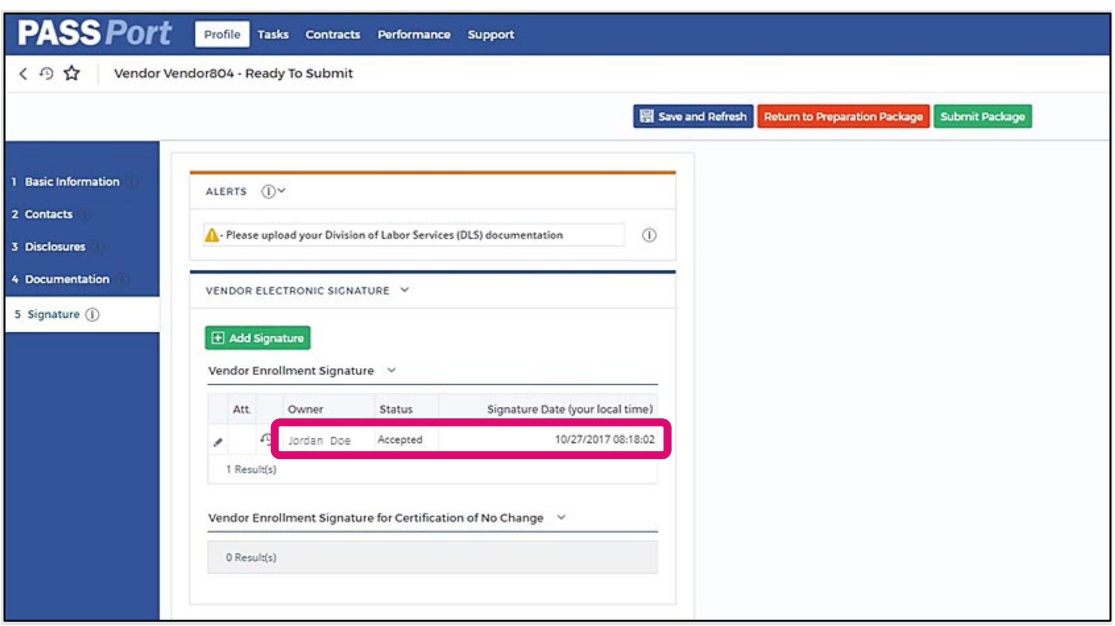
8. A green message stating **Signature has been successful!** will be displayed. Click the **gray X-**icon at the top of the box to close the signature pop-up window.



The e-signature will be displayed in the **Vendor Enrollment Signature** section with the name of the signatory who signed the package, as well as the date and time it was signed.



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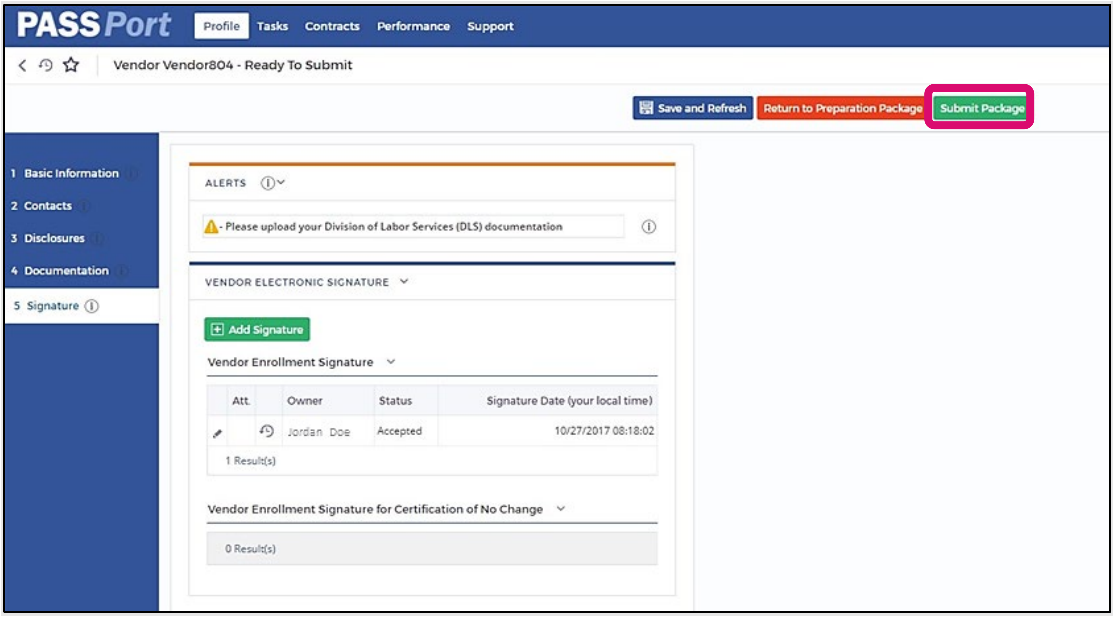
Submitting the Vendor Enrollment Package

Click the **Submit Package** button to submit the Vendor Enrollment Package.



Adding the Signature and Submitting the Vendor Enrollment Package

Adding an e-signature is not the same as submitting the Vendor Enrollment Package. Ensure the e-signature is displayed in the **Vendor Enrollment Signature** table and then click the **Submit Package** button.

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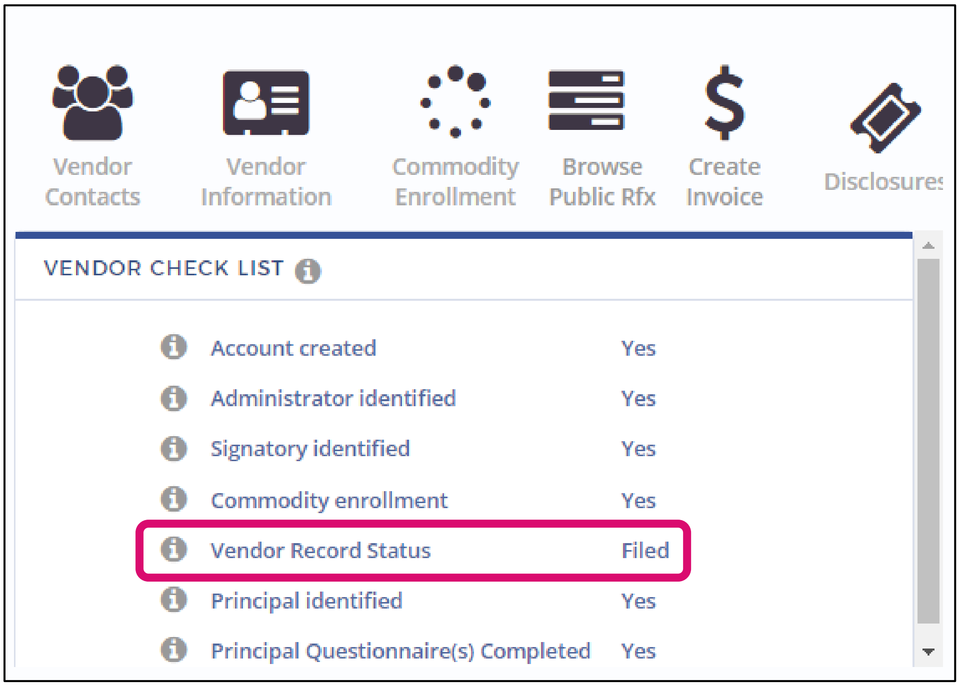
Next Steps

Vendors may confirm whether their organization has completed filing their enrollment package by viewing their **Vendor Record Status** on the PASSPort Homepage.



Next to the **Vendor Record Status** the following PASSPort Vendor Statuses may display:

- **Draft** – The Vendor Enrollment Package is incomplete.
- **Filed** – Vendor Enrollment Package has been filed successfully. This does not guarantee a contract.
- **In Review** – Submission is pending review and, if needed, MOCS will reach out for additional information.
- **Pending Parent/Controlling Entity –** If a vendor has a parent or controlling entity, then that entity must also complete the Vendor Enrollment process in PASSPort and have a PASSPort Vendor Status of Filed.
- **Ready to Submit** – All required information has been entered for the Vendor Enrollment Package and a Vendor Admin has clicked the **Check Progress** button. An e-signature must be added and/or the **Submit Package** button must be clicked.

Vendors who need to make changes to their disclosures after they have Filed should do so using the Change Request process. Vendors should also review their Disclosures at least once a year to make sure the information is current and accurate.

APPENDIX II

NOTICE TO BIDDERS PAYEE INFORMATION PORTAL (PIP)

NOTICE TO BIDDERS

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

APPENDIX III

EFT VENDOR PAYMENT FORM

EFT/Direct Deposit Quick Start Guide

Vendors who want to direct NYC payments from FMS to a single bank account can enroll in EFT/Direct Deposit using the Payee Information Portal (PIP)

This guide provides the steps to set up a single bank account for vendor payments to be made with Electronic Funds Transfer (EFT)/Direct Deposit from the New York City Financial Management System (FMS). The EFT/Direct Deposit enrollment is done online at www.nyc.gov/PIP.

- If you already have a PIP User ID and password, you can login to PIP and proceed to add or change your bank account information.
- If you are a **new** vendor doing business with the City of New York, you can create a new PIP account and vendor code, and then add your bank account information for EFT immediately.

NOTE – Contact the City of New York's Department of Finance (DOF) directly at VendorEFT@Finance.nyc.gov instead of using the PIP EFT enrollment features if:

- **you have multiple bank accounts to be enrolled**
- **you want to delete the EFT bank account**
- **your business is a non-US business entity (foreign vendors)**

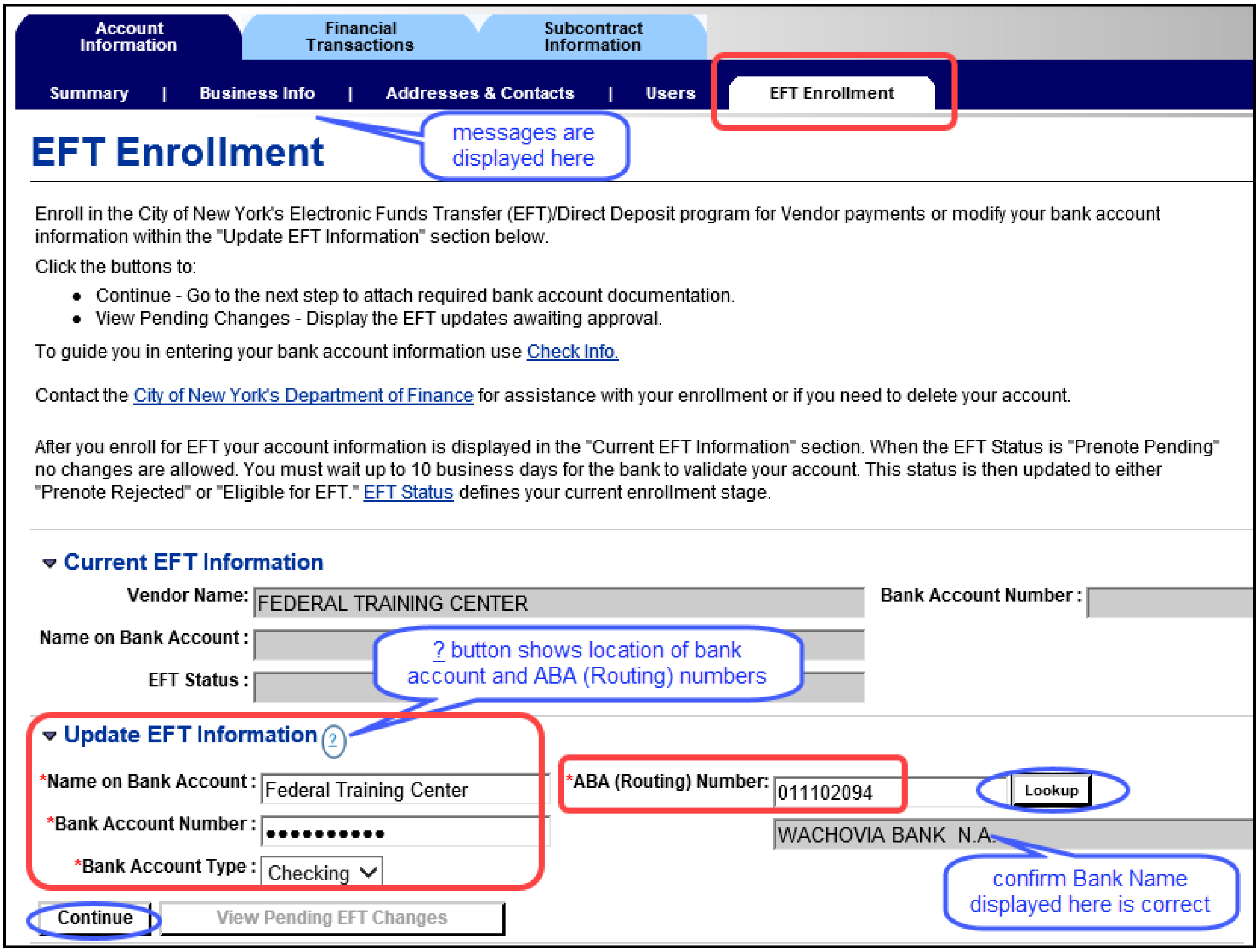
For enrollment you need the following information, preferably from one of your checks:

- Name on your Bank Account
- ABA (Routing) Number
- Your Bank Account Number and Type (checking or savings)
- At least one of the following documents, in electronic file format on your computer, to attach to the PIP enrollment submission.
  - Copy of voided check imprinted with vendor name
  - Current bank statement
  - Letter from your bank

NOTE - The following attachment file types are allowed: pdf, txt, doc, docx, rtf, jpg, tif, tiff, png, psd, gif, bmp, and zip, with a maximum size of 2 MB each file. The File Name can contain the dash or underscore, but should not contain other special characters. Do not include any sensitive information in the Description or File Name, i.e., Bank Account Number.

EFT/Direct Deposit Quick Start Guide

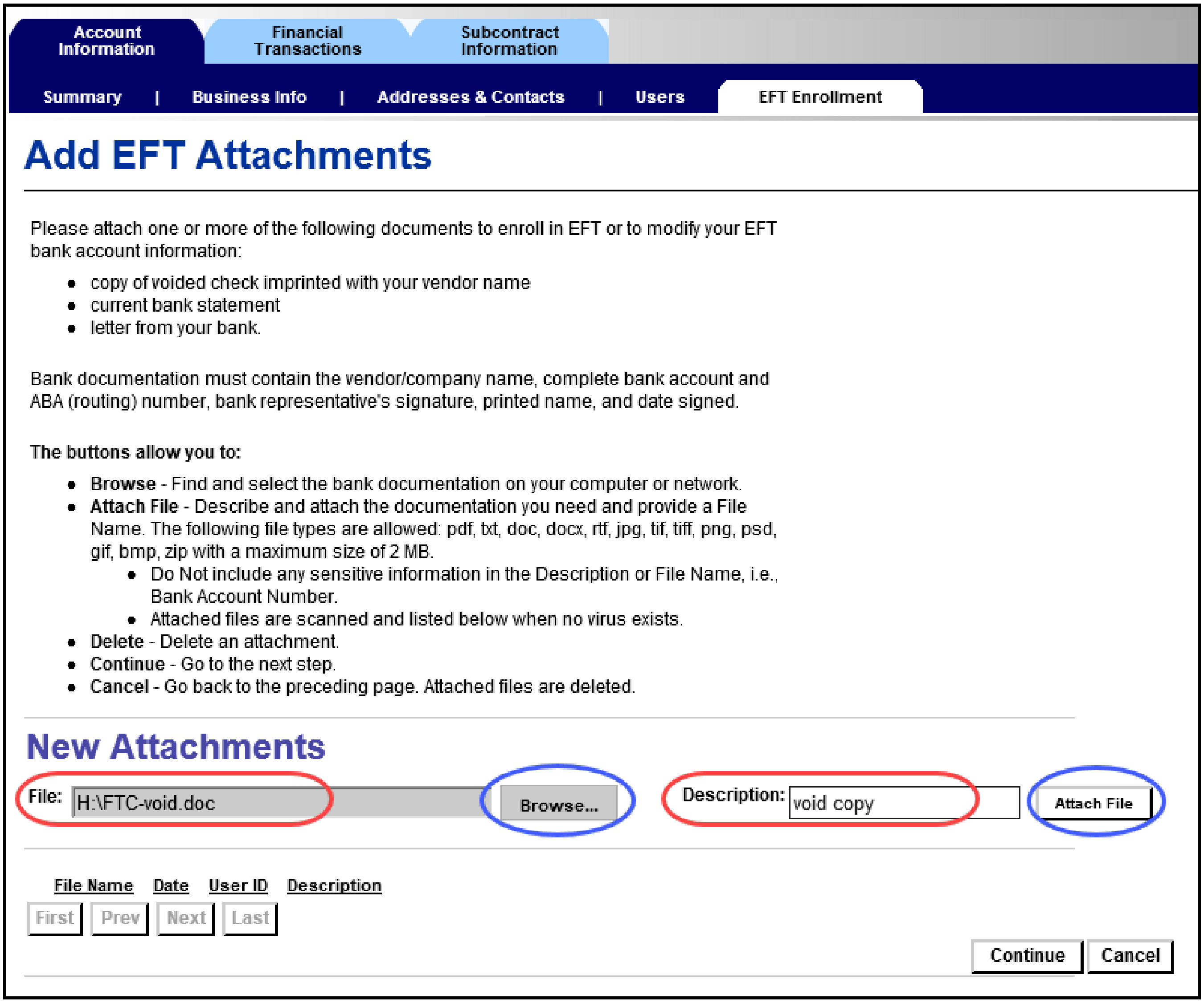
1. Open the PIP home page, www.nyc.gov/pip and login.
2. Go to the ***EFT Enrollment*** tab.



In the **Update EFT Information** section near the bottom of the screen:

3. Enter *Name on Bank Account*, as it appears on your check or statement.
4. Enter the *Bank Account Number*, as printed on your check or statement.
5. Select the *Bank Account Type* from the drop down list, Checking or Savings.
6. Enter the *ABA (Routing) Number*, as printed on your check.
7. Click the ***Lookup*** button to display the bank name below your entry.
8. Confirm the *bank name* is correct. NOTE: If the bank name isn't displayed, a message at the top of the page explains the error. Verify your entry against your check.
9. Click the ***Continue*** button to attach your documentation.

EFT/Direct Deposit Quick Start Guide

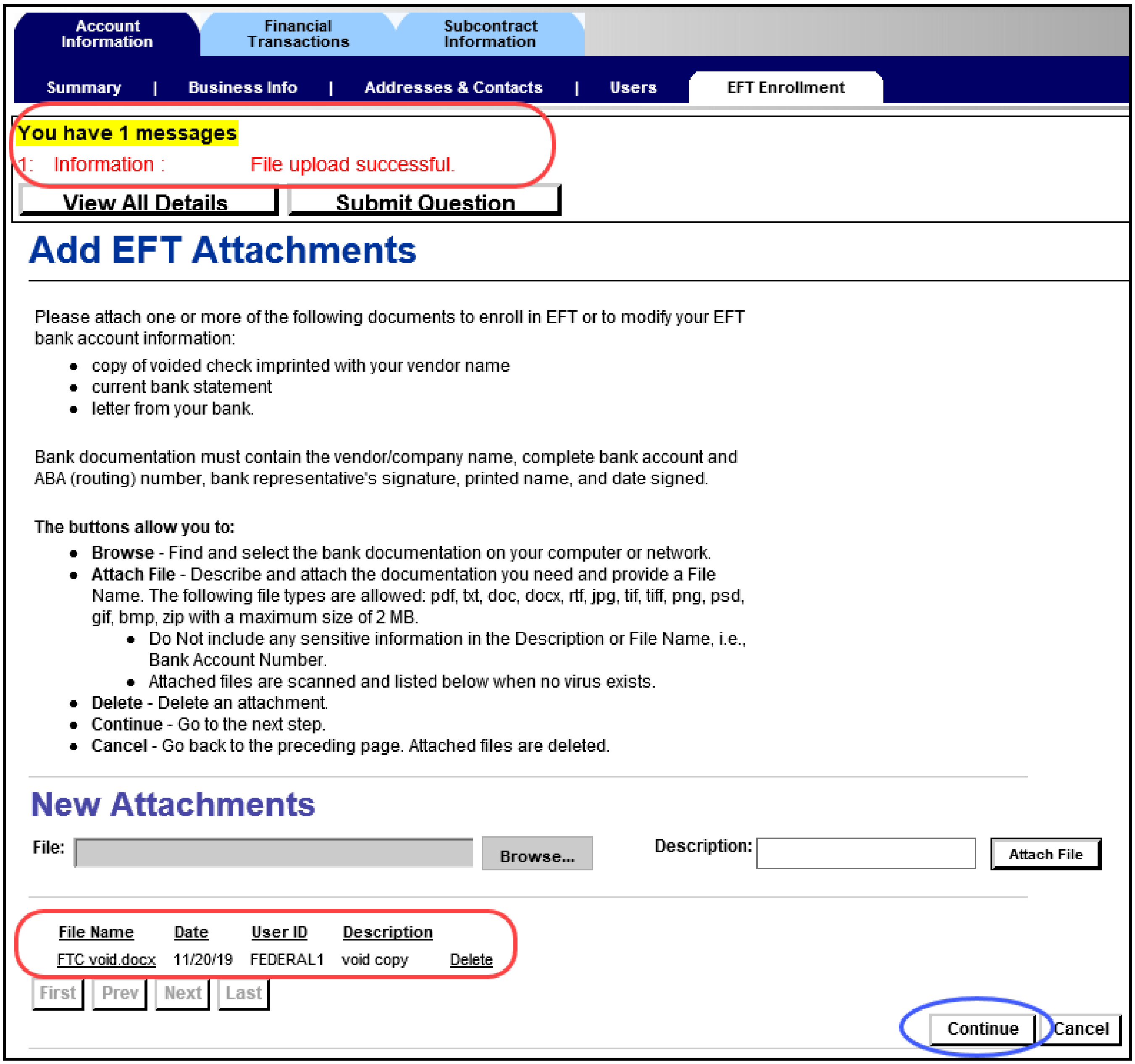


1. Click the ***Browse*** button to find your bank documentation on your computer.
2. When the **Choose File to Upload** window opens, find the file you need to attach and select it. The selected file name displays in the **File:** box next to the Browse button.
3. You have an option to enter a *Description* of the file.
4. Click the ***Attach File*** button.

A message at the top of the page indicates that your file uploaded successfully. The file you attach successfully is displayed below. If it doesn't upload, the message will contain the explanation.

Files must be attached one at a time to be scanned for viruses; there is no limit to the number. If you have another file to attach, repeat steps 1-4 above.

5. Click the ***Continue*** button to review and electronically sign the Direct Deposit/Electronic Funds Transfer (EFT) form.



Account Information | Financial Transactions | Subcontract Information

Summary | Business Info | Addresses & Contacts | Users | EFT Enrollment

You have 1 messages

1: Information : File upload successful.

View All Details | Submit Question

Add EFT Attachments

Please attach one or more of the following documents to enroll in EFT or to modify your EFT bank account information:

- copy of voided check imprinted with your vendor name
- current bank statement
- letter from your bank.

Bank documentation must contain the vendor/company name, complete bank account and ABA (routing) number, bank representative's signature, printed name, and date signed.

The buttons allow you to:

- **Browse** - Find and select the bank documentation on your computer or network.
- **Attach File** - Describe and attach the documentation you need and provide a File Name. The following file types are allowed: pdf, txt, doc, docx, rtf, jpg, tif, tiff, png, psd, gif, bmp, zip with a maximum size of 2 MB.
  - Do Not include any sensitive information in the Description or File Name, i.e., Bank Account Number.
  - Attached files are scanned and listed below when no virus exists.
- **Delete** - Delete an attachment.
- **Continue** - Go to the next step.
- **Cancel** - Go back to the preceding page. Attached files are deleted.

New Attachments

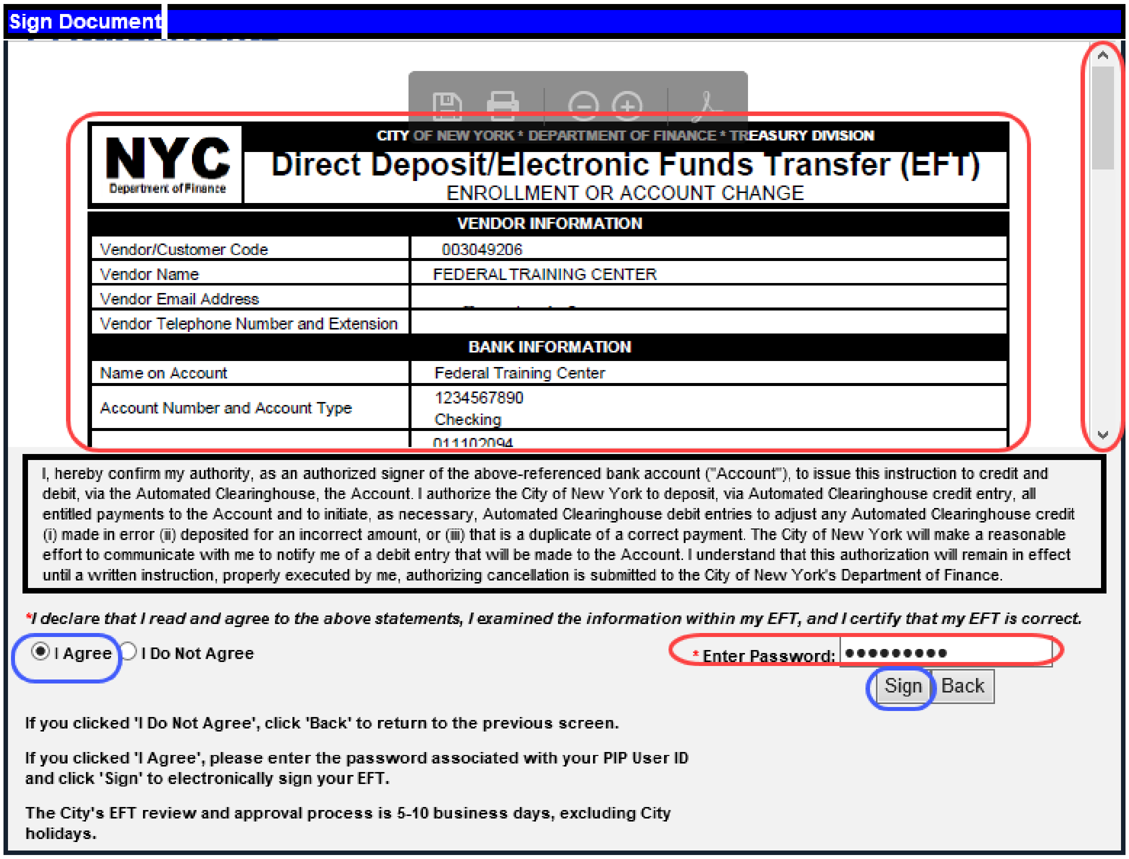
File: Browse... Description: Attach File

File Name	Date	User ID	Description	
FTC void.docx	11/20/19	FEDERAL1	void copy	Delete

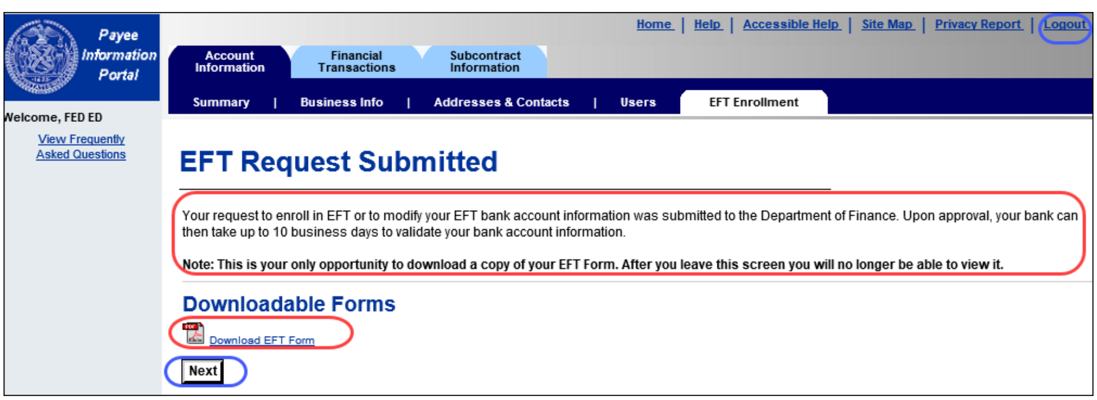
First | Prev | Next | Last

Continue | Cancel

A form is displayed with the bank information you entered. Carefully review it for accuracy.



1. Select ***I agree*** on the form after reviewing the information and reading the terms.
2. *Enter your PIP Password* to electronically sign the form.
3. Click the ***Sign*** button to submit the form.



1. Click the ***Download EFT Form*** link to save and print the electronically signed EFT Form.
   NOTE: After you leave this page, you will no longer be able to view or save the form.

You have completed the EFT request process. Next steps are DOF review and bank validation.

2. Click the ***Next*** button if you see a need to update the EFT request on the same business day as submitted, or click ***Logout***.

Next Steps: You will receive an email from DOF (VendorEFT@Finance.nyc.gov) confirming the EFT enrollment form receipt. DOF reviews your EFT information to approve or reject it. You will receive a second email from DOF when the review is completed. If the EFT form is rejected, the explanation is included, and you can login to PIP again to submit correct information in the EFT Enrollment page, or contact DOF directly at VendorEFT@Finance.nyc.gov.

NOTE: You can see your submitted bank information (View Pending EFT Changes) until DOF completes their review, but can ONLY update the bank information on the same business day it was submitted.

1. From the **EFT Enrollment** page, click the **View Pending Changes** button to view or update information.

On the **View Pending EFT Changes** page, you will see the entries you submitted.

2. Click the ***Update EFT Pending Changes*** button to make changes and re-submit.
   NOTE: the *Update EFT Pending Changes* button is disabled the day after you submit your EFT request.
3. If no changes are needed, go **Back** or ***Logout***.

BANK VALIDATION: When DOF approves your application, it is routed to your bank for validation, which can take up to 10 business days. You can check the progress in the PIP Account Summary page, or EFT Enrollment page, *Current EFT Information* section, ***EFT Status*** as follows:

- *Prenote Pending* – Vendor EFT Enrollment information is awaiting bank account validation.
- *Prenote Rejected* – The bank rejected your Vendor EFT enrollment application.
- *Eligible for EFT* – Payments will be made via EFT.
- *Not Eligible for EFT* – The bank rejected a City of New York payment to your bank account. You can check with your bank to see why it was rejected.
- *EFT Hold* – The City of New York placed a hold on your EFT enrollment.

If you have any questions about your EFT account, contact DOF directly at VendorEFT@Finance.nyc.gov.

APPENDIX IV

SUPPLY AND SERVICE CONTRACT RIDER

NYC Small Business Services
careers
businesses
neighborhoods

Division of Labor Services
1 Liberty Plaza
New York, New York 10006
Phone: (212) 513–6323
Fax: (212) 618-8879

SUPPLY AND SERVICES EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

An S&S Employment Report (ER) must be filed if you meet the following conditions:

CONTRACTOR	CONTRACT VALUE	COMPANY SIZE	SUBMISSION REQUIREMENT
Prime and subcontractors	$100,000 or greater	50 or more employees	S&S Employment Report
		Less than 50 employees	Less than 50 employee form

A separate ER must be submitted for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".

- An "independently operating facility" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If the staff employed by a facility is simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.

- Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.
- If your contract value exceeds $100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a “Less than 50 Employees” Online form.

- It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontract must comply with the equal employment opportunity requirements of E.O. 50 and the implementing Rules. Each covered subcontractor must submit a completed Employment Report, or a “Less than 50” Online form, for each of its operating facilities to the contracting agency before the fifth day following the award date (Comptroller’s Office Registration Date) of the contract. DLS will review the subcontractor’s Employment Report(s) for compliance.

DLS REVIEW PROCESS

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

1. Upon a complete submission, the DLS team will perform a complete evaluation of the forms, policies and procedures and follow up with an outcome within fifteen (15) business days. The substantive compliance review does not commence until the submission is complete. An incomplete submission will delay the review process and may preclude or interrupt the contract approval.

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

   Certificate of Approval
   The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

   Conditional Certificate of Approval
   The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months.

   Determination of Nonperformance
   The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the services.

Question 13: Please indicate how many employees are working in the facility(ies) covered by this ER.

Question 14: A list of industry codes can be found in the appendix of this

document.

Question 15a – g: The Procurement Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Explain the nature of the good(s) and/or service(s) being provided under this contract.

Questions 16: List the names and addresses of all of your firm's facilities which are performing work on this contract. (A facility is the headquarters or an operating facility that makes its own personnel decisions. Please note that each separate location is not an independent operating facility unless hiring and termination decisions are made there). For example, a computer organization might have a sales office in Newark, New Jersey which negotiated and/or submitted a contract proposal, manufacturing facilities in Tetersboro, New Jersey and Schaumberg, Illinois which produced the equipment; and a facility in New York City providing systems analysts, programmers and technicians to develop, install and maintain the system. Since all four (4) facilities are involved in performing the contract, all four (4) are independent operating facilities, and they must be identified. If a facility's employment policies, procedures and employment action determinations are made at a different facility or headquarters, that facility must be identified as well. If you are uncertain whether a particular facility should be included, please call DLS and ask for assistance.

Question 17: All subcontractors with subcontracts in excess of $100,000 must be identified by name and address. As a selected proposed contractor, you must ensure that each of your subcontractors obtain an ER as soon as possible after your organization is selected for the contract.

Questions 18 – 21: These questions refer to your firm's facility locations which have been reviewed within the past 36 months. If your firm has received a valid DLS Administrative Certificate of Approval within the past 36 months based on the active OFCCP (Office of Federal Contract Compliance Programs) Approval, been audited OFCCP, then no Continued Administrative Certificate of Approval is required.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken. Failure to comply will result in a Non-Performance Corrective Actions Notice.

If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If a conditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;

Question 22: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

Remember to label all documents with the question number for which they are submitted.

Questions 23a – k: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify **by name** each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 23a, 23b, etc.)

Questions 24a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 25: Inquires into where and how I-9 forms are maintained and stored.

Questions 26a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 27: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 28: Intentionally Deleted reference for requirement pursuant to Executive Order 11246.

Question 29: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 30: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition

Question 31. Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or (remainder of sentence intentionally deleted). If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition

Question 32: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 33. Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

Question 34: Please check for which job categories the listed policies and practices listed apply.

Question 35: If you employee 150 persons or more please indicate the relevant geographical area from which you recruit for each job category.

LESS THAN 150 EMPLOYEES: Vendors or suppliers with less than 150 employees at the facility(ies) performing on this contract need only complete Parts I, II and the Signature Page.

PART III: EMPLOYMENT DATA TABLES

FORM A: JOB CLASSIFICATION AND INCUMBENTS REPORT

Indicate the name and location of the reported facility in the upper right hand corner of Form A. Please circle the occupational category at the top of the page in order to identify the job titles being reported on the page. Remember, if you circle "professional" the page should reflect only those titles classified as professionals.

You must use separate pages of Form A for each occupational category. You should photocopy as many forms as you need to report all of the titles.

Occupational Category

List and classify each company job title which exists in the reported facility. In selecting the appropriate occupational category for each job title please note that the occupational categories listed in abbreviated form at the upper right (https://www.census.gov/topics/employment/industry-occupation/guidance/indexes.html). Be sure you are using the correct occupational category when selecting the category in Appendix B that most closely corresponds to your company job titles.

Company Job Title

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

If you have an unusual company job title which you are unable to place within an occupational category, please fill out the job description form and DLS will classify the job title for you.

If two job titles have similar pay rate, opportunity and responsibility, they may be checked off in the same job group. But you may not skip a job group within an occupational category. The rankings in each occupational category must begin with Job Group 1, then Job Group 2, and so on. It is not necessary to reach Job Group 5, and in fact most small and medium-sized organizations do not.

Under limited circumstances will DLS allow more than five job groups to be established in an occupational category, but in no instance will more than ten job groups be allowed. If you believe that more than five job groups in any occupational category is absolutely necessary, please call DLS and ask for assistance.

Incumbents

Column 5: Record the total number of your current employees by job title.

Columns 6-15: Distribute by sex and minority status (see below), the total number of incumbents in each job title. Add the totals in column 5 for the entire occupational category (e.g., Managers) and place the resulting number in the box at the top left hand corner of the page. If there are no incumbents in an occupational category, you must report zero (0).

"Minority," "Minorities, " or "Minority Group" means Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined as follows:

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

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

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

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

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

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

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

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

Employee ID No.

Column 1: Write the Employee ID number of all employees hired. Each permanent ID number must be employee specific.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form, fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities, " or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined on above.

Year of Hire

Column 4: Enter year of hire for each employee hired within the past three years.

If there are no "new hires" for one or more of the past three years, please indicate this at the certification box located below the legends.

Company Job Number at Hire

Column 5: List the company job number (Form A, Column 2) for the title in which the employee was hired.

All company job numbers utilized on this form must be reported on Form A, even if the job title that the job number represents no longer exists. If a company number is listed as a three digit number on the job classification and incumbents form (i.e. 006), that precise three digit number must be utilized in this column and in column eight. Do not substitute “6” for “006”.

Matching Census Code

Column 6: Refer to the census codes which were assigned to the job titles on Form A. List the census code assigned to the company job title into which the employee was hired.

If the same company job number is listed more than once in Column 5, the same census code must be assigned each time that company job number is reported.

Where applicable, the same census code may be assigned to different company job numbers. For example, job titles senior accountant and junior accountant may both be assigned detailed census code 023 (accountants and auditors).

If you are unable to find a suitable census code match for one or more of your company job titles, fill in the Job Description Form Employment Report, page 14) and DLS will match it to a census code.

Weekly Salary at Hire

Column 7: Report the weekly salary of each employee listed at hire. If not weekly, salaries must still be listed in a uniform manner (i.e., monthly salaries instead of weekly).

Current Company Job Number

Column 8: Enter the current company job number of each employee listed. This may or may not be a change from Column 5, depending on whether there was a change in job title (promotion, transfer, demotion) for the employee.

If any employee listed as a new hire is no longer with your firm, place an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employee retired and a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

Weekly Current Salary

Column 9: Enter the current salary of each employee listed. This may or may not be a change from Column 7. This salary must be reported in the same uniform manner (i.e. weekly, monthly) as Column 7.

If any employee listed is no longer with your firm, place an "I", "V", "R", or a "D" in this column as appropriate.

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

The Terminations Form calls for information concerning only those employees whose employment terminated over the last three years. If no termination occurred in any of the past three years, indicate this fact in the certification box.

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

Employee ID No.

Column 1: Write the Employee ID number for each employee listed. Each permanent ID number utilized must be employee specific.

Please be sure that all employees listed on the "New Hires Form" as terminated (with a "V", "R", "I" or "D" in columns 8 and 9) are consistently reported on this Form.

Sex and Race/Ethnic Code

Column 2: Using the codes at the bottom of the form fill in the sex and race of each employee listed in column

Column 3: "Minority," "Minorities ", or "Minority Group" means: Black, Hispanic (non-European), Asian, and Native American (American Indian, Eskimo, Aleut). These groups are defined above.

Age at Termination

Column 4: Indicate the age of each employee listed. Please do not give birth dates.

Year of Hire

Column 5: If any employee listed on this form was rehired, enter the year of last hire.

Last Company Job Number

Column 6: Enter the last company job number assigned to terminees (this number must be from the job numbers assigned on Form A, column 2).

All company job numbers utilized on this form must be reported on the Form A, even if the title and number no longer exist.

Year of Termination

Column 7: Indicate the year of employee's termination.

Type of Termination

Column 8: Indicate the type of termination by placing an "I" in this column if the employee was discharged or laid off, a "V" if the employee resigned, an "R" if the employees retired or a "D" if the employee is deceased.

Remember that all company job numbers utilized on this form must have been reported on Form A.

SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized.

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
1 Liberty Plaza, New York, New York 10006
Phone: (212) 513 – 6323
Fax: (212) 618-8879

SUPPLY AND SERVICES EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is:
   Prime contractor______ Subcontractor______

2. This Employment Report is for:
   Headquarters______ Operating Facility______

3. Would your firm like information on how to certify with the City of New York as a:

   ___Minority Owned Business Enterprise
   ___Women Owned Business Enterprise
   ___Disadvantaged Business Enterprise
   ___Locally Based Business Enterprise
   ___Emerging Business Enterprise

3a. If you are certified as an **MBE**, **WBE**, **LBE, EBE** or **DBE**, what city/state agency are you certified with? ________________________________ Are you DBE certified? Yes ____ No ____

4. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No___

5. Are you a Union contractor? Yes ____ No ____ If yes, please list which local(s) you affiliated with____

6. Are you a Veteran owned company? Yes ____ No ____

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. ____
   Employer Identification Number or Federal Tax I.D./ E-mail Address

8. ____
   Company Name

9. ____
   Facility Address and Zip Code

10. ____
    Chief Operating Officer Telephone Number

11. ____
    Designated Equal Opportunity Compliance Officer Telephone Number
    (Or name of person to contact concerning this report)

FOR OFFICIAL USE ONLY: File No.______________________________

12. ____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees at this facility (location): __________________

14. Industry code: ____________________

15. Contract information:

(a) ________________________________
Contracting Agency (City Agency)

(b) _____________________________
Contract Amount

(c) ________________________________
Procurement Identification Number (PIN)

(d) _____________________________
Contract Registration Number (CT#)

(e) ________________________________
Projected Commencement Date

(f) _____________________________
Projected Completion Date

(g) Description of contract:
____
____

16. List each of the firm's facilities, with addresses and the number of employees where this contract or parts of this contract will be performed. See instructions.
____
____
____

17. Is any or part of this contract, in an amount exceeding $100,000 to be performed by a subcontractor? Yes___ No___ Not known at this time___

If yes, please submit list the name(s) and address(es) of the subcontractor(s), and either attach a copy of their Employment Report(s) or have them submit directly to the contracting agency. If subcontractors are unknown at this time, see the instructions for subcontractor submissions.
____
____
____

18. Has the Division of Labor Services (DLS) within the past 36 months issued a Certificate of Approval or Administrative Certificate of Approval to your firm for the facility(ies) involved in the performance of this contract? Yes___ No___

If yes, attach a copy of certificate.

19. Has DLS within the past three months reviewed an Employment Report submission for your firm and issued a Conditional Certificate of Approval or a Conditional Administrative Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

20. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate and includes the facility(ies) listed here? Yes___ No___

If yes,

Date submitted: ____

Agency to which submitted: ____
Name of Agency Person: ____
Contract No: ____
Telephone: ____

21. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.
____
____

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months? Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

22. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

23. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- ___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- ___ (b) Disability, life, other insurance coverage/description
- ___ (c) Employee Policy/Handbook
- ___ (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- ___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- ___ (g) Collective bargaining agreement(s).
- ___ (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- ___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy
- __ (k) Sexual Harassment Policy

24. To comply with the Immigration Reform and Control Act of 1986 when <u>and of whom</u> does your firm require the completion of an I-9 Form?

(a) Prior to job offer	Yes___	No___
(b) After a conditional job offer	Yes___	No___
(c) After a job offer	Yes___	No___
(d) Within the first three days on the job	Yes___	No___
(e) To some applicants	Yes___	No___
(f) To all applicants	Yes___	No___
(g) To some employees	Yes___	No___
(h) To all employees	Yes___	No___

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

____

____

26. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes ______ No ______

If yes, is the medical examination given:

(a) Prior to a job offer Yes___ No___
(b) After a conditional job offer Yes___ No___
(c) After a job offer Yes___ No___
(d) To all applicants Yes___ No___
(e) Only to some applicants Yes___ No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.
____
____

27. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___
If yes, list the document(s) and page number(s) where these written policies are located.

____
____

28. Intentionally Deleted

29. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

30. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___
If yes, attach an internal complaint log. See instructions.

31. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or (remainder of sentence intentionally deleted)? Yes___ No___
If yes, attach a log. See instructions.

32. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
____
____

33. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
____
____

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

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

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

Job Category	Relevant Geographic Recruitment or Labor Market Area(s)
Managers	
Professional	
Technicians	
Sales Worker	
Clericals	
Operatives/Laborers	
Service Workers	

IF YOU EMPLOY LESS THAN 150 EMPLOYEES: Please indicate below. Contractors with less than 150 employees do not need to complete Part III.

☐ I certify that there are fewer than 150 people at the facilities listed in this Employment Report.

SIGNATURE PAGE

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

____
Contractor's Name

____
Name of person who prepared this Employment Report Title

____
Name of official authorized to sign on behalf of the contractor Title

____
Telephone Number

____
Signature of authorized official Date

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this __________ day of __________ 20 __________

____
Notary Public Authorized Signature Date

FOR OFFICIAL USE ONLY: File No.______________________________

FORM A: JOB CLASSIFICATION AND INCUMBENTS FORM

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

Total number of incumbents in this category

CONTRACTOR NAME____

FACILITY LOCATION:____

(1) Company Job Title	(2) Company Job No.	(3) Census Code**	(4) Job Group Assignment for this occupational category					(5) Total in Title	MALES (6) W(non -Hisp)	(7) B(non -Hisp)	(8) Hisp	(9) Asian	(10) Nat Amer	FEMALES (11) W(non -Hisp)	(12) B(non- Hisp)	(13) Hisp	(14) Asian	(15) Nat Amer
			1	2	3	4	5											

*Please include on each sheet, information concerning only 1 occupational category.
**See listing of occupational categories.

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

FOR OFFICIAL USE ONLY: File No.______________________________

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

CONTRACTOR NAME____

FACILITY LOCATION:____

Employee Characteristics			**At-Hire Information**				**Current Information**	
(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Year of Hire	(5) Company Job Number at Hire	(6) Matching Census Code (c)	(7) Weekly Salary at Hire	(8) Current Company Job Number (d)	(9) Weekly Current Salary

(a)

M: Male
F: Female

(b)

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

(c)

See listing of occupational categories

(d)

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

☐ I certify that there were no new hires in 20___ /20___

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

FOR OFFICIAL USE ONLY: File No.______________________________

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

CONTRACTOR NAME____

FACILITY LOCATION____

(1) Employee ID No.	(2) Sex (a)	(3) Race Ethnic Code (b)	(4) Age at Termination	(5) Year of Hire	(6) Last Company Job Number	(7) Year of Termination	(8) Type of Termination(d)

(a)

M: Male
F: Female

(b)

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

(c)

See listing of occupational categories

(d)

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

☐ I certify that there were no terminations in 20___ /20___

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

FOR OFFICIAL USE ONLY: File No.______________________________

APPENDIX V

IRAN DIVESTMENT ACT COMPLIANCE RIDER

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS

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

> **(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or**
>
> **(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.**

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

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section

165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

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

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

BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT

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

[*Please Check One*]

BIDDER'S CERTIFICATION

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: __________, New York
______ , 20 __

____
SIGNATURE

____
PRINTED NAME

____
TITLE

Sworn to before me this
_____ day of_____, 20___

____
Notary Public

Dated:

APPENDIX VI

COMMUNITY HIRING CONTRACT RIDER

Community Hiring Rider

For Professional Services, Human Services, Standard Services (except Building Services) Contracts

Version: February 20, 2025

Program Description

Community Hiring, as authorized under Chapter 79 of the New York City Charter ("Charter"), is an initiative to set workforce goals on City procurement for contractors to employ low-income individuals and residents of economically disadvantaged communities.

The provisions set forth in this Rider shall apply to contracts with an estimated total value exceeding three million dollars, unless otherwise exempt under the rules set forth under the Community Hiring Rules, adopted as Title 74 of the Rules of the City of New York (RCNY). Under 74 RCNY § 1-03(b), the following contracts are exempt: preferred source contracts; contracts for the performance of services by a city-affiliated not-for-profit corporation, goods contracts; contracts in an amount below the small purchase threshold; contracts for investigative or confidential services; contracts subject to federal or state funding requirements that preclude or substantially conflict with the application of Community Hiring Goals; contracts awarded through the United States General Services administration, or through the New York State Office of General Services; contracts for emergency demolition services procured by the Department of Housing Preservation and Development; contracts for which contractor selection is made by an elected official other than the Mayor or an agency other than a Mayoral Agency; contracts subject to 9 RCNY § 1-02(f); contracts designated for inclusion in a mentoring program as defined in Section 1206 or 1309 of the Charter; and contracts for banking services, electronic payment services, or other related services procured by the New York City Department of Finance.

The Community Hiring Rules are hereby incorporated in this Contract by reference and all terms used herein shall have the meanings given such terms in the Community Hiring Rules. In the event of any conflict between the Community Hiring Rules and this Rider, the rules shall control. As of the execution of this Contract, the Contactor represents that it has read, in its entirety, and agrees to comply with the Community Hiring Rules.

The Community Hiring program supersedes the HireNYC initiatives and the related riders, including, but not limited to references to the Public Assistance Commitment Rider and the HireNYC Hiring and Employment Rider. If the Contract to which this rider is attached is based on the City's standard construction contract, then Article 35.6 of the standard construction contract is amended and replaced with the Community Hiring Rules.

Community Hiring Requirements

The Contractor agrees to comply with the requirements of the Community Hiring Rules in the performance of this Contract.

A. Community Hiring Goal

Pursuant to 74 RCNY § 4-02(c), the Contractor shall make best efforts to meet the goal of hiring one Income-Based Community Hire for every five hundred thousand dollars in total contract value ("Community Hiring Goal").

In accordance with 74 RCNY § 5-01(b), the Contractor shall require its subcontractors, as defined under 74 RCNY § 1-02, to make best efforts to meet the Community Hiring Goal on this Contract and comply with the applicable requirements set forth in 74 RCNY § 5-02.

B. Advertising Employment Opportunities

The Contractor agrees to advertise the Employment Opportunities, as defined in 74 RCNY § 1-02, in conspicuous places available to the public and in a manner reasonable for the industry.

For purposes of meeting a Community Hiring Goal, the Contractor shall notify a Referral Source, as provided in accordance with 74 RCNY § 3-02(a), of the job opportunities to be filled by Community Hires. The Contractor shall provide notice to the Office of Community Hiring and Workforce Development (OCH) when the Referral Source has impeded the Contractor's efforts to meet the Community Hiring Goal.

C. System Enrollment and Reporting

The Contractor shall enroll with an electronic system designated by the Director of OCH in accordance with 74 RCNY § 5-01(e).

Once enrolled into the system, the Contractor shall be responsible for updating the information in the system in a reasonable and timely manner. The information to be updated includes, but is not limited to, the job opportunities to be filled by Community Hires, qualifications for such jobs, anticipated start schedule, and any other information as required by the Community Hiring Rules.

The Contractor may fulfill the advertising requirement set forth in 74 RCNY § 5-01(c) by posting in such system all the relevant information of an Employment Opportunity to be filled by Community Hires. The Contractor shall also provide to the City on a quarterly basis, and when requested by the City with reasonable notice, any information related to the Contractor's compliance with or progress towards meeting the Community Hiring Goal.

Records

A. Retention

The Contractor shall maintain records in accordance with the applicable requirements set forth in 74 RCNY §§ 6-01 and 6-02.

For purposes of 74 RCNY § 6-01(b), the Contractor shall designate a representative to monitor all activity related to compliance to ensure that the Contractor is exercising best efforts to meet the Community Hiring Goal, and maintain the records to submit the documentation relating to the provisions herein.

B. Access to Records

The Contractor shall furnish, and require its subcontractors to furnish, all information and reports in accordance with the laws, rules, regulations or guidance from the City.

Compliance

Without limitation to any other provisions under this Contract and any other legal remedies available to the City, a failure to comply with the requirements under the Community Hiring Rules is a non-compliance that may be subject to civil penalties pursuant to Chapter 7 of the Community Hiring Rules and may be considered as a factor in evaluating contract performance in accordance with 9 RCNY § 4-01.

A. Best Efforts

Where the Contractor has failed to meet the Community Hiring Goal, the Contractor shall demonstrate that it exercised best efforts to meet the goal. Where determined, as set forth in 74 RCNY § 5-03, that the Contractor failed to make best efforts, the City shall send written notice to the Contractor's designated representative, notwithstanding the notice provisions in the Contract. The Contractor shall respond in accordance with the instructions in the notice. Failure to timely respond can result in a non-compliance determination subject to civil penalties as set forth in 74 RCNY § 7-01.

B. Corrective Action

Where the City determines that the non-compliance may be remedied through a corrective action and provides notice to the Contractor pursuant to 74 RCNY § 7-02(a)(2), the Contractor shall respond in accordance with the requirements outlined in the notice. The Contractor is responsible for timely demonstration of taking the requisite corrective action. Demonstration of corrective action to the satisfaction of the Director of OCH, may result in waiving of the civil penalties[1] as set forth in the Community Hiring Rules.

C. Civil Penalties

Where Contractor is found non-compliant subject to civil penalties, the City can impose a civil penalty amount in accordance with the schedule set forth in 74 RCNY § 7-03.

The City may withhold from the Contractor the amount of the civil penalties upon final determination as set forth in 74 RCNY § 7-01(d).

[1] Only civil penalties relating to non-compliance with the Community Hiring Rules can be waived in this instance.

APPENDIX VII

IDENTIFYING INFORMATION RIDER

Identifying Information Rider

1. Purpose.

Contractor agrees to comply with this Identifying Information Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

2. Definitions.

A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.

B. "Agency" means a City agency or office through which the City has entered into this Agreement.

C. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.

D. "Chief Privacy Officer" means the City's Chief Privacy Officer.

E. "Collection" means an action to receive, retrieve, extract, or access identifying information. Collection does not include receiving information that Contractor did not ask for.

F. "Contractor" means an entity entering into this Agreement with the City.

G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing identifying information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to identifying information obtained through a potential unauthorized access to Contractor's systems or records.

H. "Exigent circumstances" means cases where following this Rider would cause undue delays.

I. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.

J. "Identifying Information Law" means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.

K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out Contractor's obligations under this Agreement.

L. "Use" of Identifying Information means any operation performed on identifying information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

3. General Requirements.

A. Contractor will use appropriate physical, technological, and procedural safeguards to protect Identifying Information.

B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.

C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at https://nyc.gov/infosec. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.

D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

4. Collection.

A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:

i. has been approved by the Agency Privacy Officer;

ii. is required by law or treaty;

iii. is required by the New York City Police Department in connection with a criminal investigation; or

iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent.

5. Disclosure.

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

i. has been approved by the Agency Privacy Officer;

ii. is required by law or treaty;

iii. is required by the New York City Police Department in connection with a criminal investigation; or

iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or

v. has been authorized in writing by the individual to whom such information pertains or, if the individual is a minor or is otherwise not legally competent, by the individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

6. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the Agency Privacy Officer of any third-party requests for Identifying Information, cooperate with the Agency Privacy Officer to handle such requests, and comply with the Chief Privacy Officer's policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

7. Exigent Circumstances.

A. Notwithstanding Section 4 (Collection) and 5 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the Agency Privacy Officer in writing:

i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer;

ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.

B. If the Agency Privacy Officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to the provisions of Section 8(A)-8(D).

8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

A. If Contractor collects, discloses, uses, or accesses Identifying Information in violation of this Rider, Contractor will:

i. notify the Agency Privacy Officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access incident;

ii. cooperate with the Agency Privacy Officer and relevant City officials, including the City's Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices; and,

iii. take all necessary steps, as determined by the Agency Privacy Officer, to prevent or mitigate the effects of the collection, disclosure, use, or access.

B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:

i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;

ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;

iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;

iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,

v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.

C. If the Agency Privacy Officer or Chief Privacy Officer determines that notification to affected individuals is required pursuant to the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, then the Agency Privacy Officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the Agency Privacy Officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the Agency Privacy Officer's instructions as to form, content, scope, and recipients.

D. Monies and Set-Off.

i. Contractor will pay for services deemed necessary by the Agency Privacy Officer to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider, subject to limitations of liability contained elsewhere in this Agreement. These services may include: (a) credit monitoring services; (b) notifications; (c) payment of any fines or disallowances imposed by the State or federal government related to a collection, use, disclosure, or access in violation of this Rider; (d) other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer.

ii. At the Agency Privacy Officer's discretion, the Agency may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency.

iii. If Contractor refuses to pay for services deemed necessary by the Agency Privacy Officer, the City may, for the purpose of set-off in sufficient sums without waiver of any other rights and remedies:

a. withhold further payments under this Agreement to cover the costs of notifications and other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government;

b. withhold further payments to cover the costs of credit monitoring services, and any other commercially reasonable preventive measures;

c. instruct Contractor to pay directly for the services detailed in this subsection 8(c)(iii)(a) and 8(C)(iii)(b) using monies remaining to be earned under this Agreement.

E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

9. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer.

10. Reporting.

Contractor will provide the Agency with reports as requested by the Agency Privacy Officer or Chief Privacy Officer regarding Contractor's collection, retention, disclosure of, and access to Identifying Information. Each report will include information concerning Identifying Information collected, retained, disclosed, and accessed including: (a) the types of Identifying Information collected, retained, disclosed, or accessed; (b) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the Agency Privacy Officer or Chief Privacy Officer; and (c) any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer.

11. Coordination with Agency Privacy Officer.

The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of this Agreement. Insuch event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the Agency Privacy Officer and Chief Privacy Officer concerning coordination and reporting.

12. Destruction of Identifying Information.

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way that it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain such Identifying Information in accordance with this Rider.

13. Subcontracts.

A. Contractor will include this Rider in all subcontracts to provide human services or other services designated inthe policies and protocols of the Chief Privacy Officer.

B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors that provide human services or other services designated by the Chief Privacy Officer.

14. Conflicts with Provisions Governing Records and Reports.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of its provisions and, as applicable, either (a) Article 5 of Appendix A (General Provisions Governing Contracts forConsultants, Professional, Technical, Human, and Client Services); (b) if the value of this Agreement is $100,000 or less and is funded by City Council Discretionary Funds, Article7(E) and Rider 1, Article 1 of this Agreement; or (c) if neither (a) nor (b) apply, the other provisions concerning records retention and reports designated elsewhere in this Agreement. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

APPENDIX VIII

WHISTLEBLOWER PROTECTION EXPANSION ACT

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
(ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

Department of Investigation (DOI) Complaint Bureau
212-825-5959

or by mail or in person at:

DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU

or file a complaint on-line at:
www.nyc.gov/doi

All communications are confidential.

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

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


Get the Worms Out
of the Big Apple.

APPENDIX IX

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

(Version 01.20.2021)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by HUD's CDBG Program, CDBG-DR Program, or by FEMA must also include the program-specific rider.]

A. *Definitions.* As used in this Rider:

(1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.

(2) "City" means the City of New York.

(3) "Commissioner" means the head of the City agency entering into this Contract.

(4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.

(6) "Contractor" means the entity performing the services pursuant to a Contract.

(7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.

(8) "Government" means the U.S. government.

(9) "Rider" means this Uniform Federal Contract Provisions Rider.

B. *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

(1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or (iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause**. The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure*. The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement*. The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience**. The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

c. **Termination due to Force Majeure**

i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.

iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

d. **Termination due to Reductions in Federal Funding**

i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.

iii. If the City reduces funding pursuant to this paragraph (d), the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

C. **Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

(1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.

(2) *Non-Discrimination*. Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.

(3) *Environmental Protection.* If the Contract is in excess of $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

(4) *Energy Efficiency*. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

(5) *Debarment.* The Contractor certifies that neither it nor its principals or affiliates are currently in a state of debarment, suspension, exclusion, disqualification, or other ineligible status as a result of prior performance, failure, fraud, or violation of City or New York State laws. The Contractor further certifies that neither it nor its principals or affiliates are debarred, suspended, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension, exclusion, disqualification or other ineligibility has been withheld by the Contractor.

(6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and

(c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) *Prohibition on certain telecommunications and video surveillance services or equipment*.

(a) The Contractor is prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) The Contractor's attention is directed to Public Law 115–232, section 889 for additional information.

(d) The Contractor's attention is directed to § 200.471.

(9) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(10) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in

proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

(11) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract in accordance with 2 C.F.R. §200.334.

(12) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

(13) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(14) *Intangible Property*.

a. Pursuant to 2 CFR § 200.315, the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

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

c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.

e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a 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.

f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

D. **Special Provisions for Construction Contracts.** If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of $2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

c. Copeland Anti-Kickback Act: If required by the federal program legislation and subject to any other federal program limitations: (i) the Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2. If there is a conflict between the provisions of this Article D and FEDERAL EXHIBIT 2, the stricter standard shall be controlling.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains

the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **<u>Equal Opportunity Clause</u>** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (a), (b ad (c), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal

Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

vii. "Statutory period" means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b), as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

viii. The "contractor" means any person, small business firm or nonprofit organization, or as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

b. *Allocation of Principal Rights*. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. *Invention Disclosure ,Election of Title and Filing of Patent Application by Contractor*.

i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within earlier ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

iv. For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

v. Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c) of this clause, or elects not to retain title., .

ii. In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) of this clause, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.

iii. In any country in which the Contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor and Protection of the Contractor Right to File

i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under Contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

iii. For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination..

iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.

iii. In the case of subcontracts, at any tier, when the prime award with the Federal Agency was a contract (but not a grant or cooperative agreement), the Agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract

Disputes Act in connection with proceedings under paragraph (j) of this clause.

h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

i. Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. *March-in Rights*. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

   i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;

iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:

i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Federal Aency may review the Contractor's licensing program and decisions regarding Small Business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal Agency when the Federal Agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

l. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

<u>FEDERAL EXHIBIT 2</u>
[Insert Exhibit 2 for applicable federal grant program]

APPENDIX X

FEDERAL TAX INFORMATION ("FTI") RIDER

FEDERAL TAX INFORMATION ("FTI") RIDER

CONTRACT LANGUAGE FOR GENERAL SERVICES
I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and t hat further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her

employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION
DEPARTMENT OF HOMELESS SERVICES

CONTRACT FOR FURNISHING ALL
LABOR AND MATERIAL NECESSARY
AND REQUIRED FOR:

E-PIN #: 07126B0002 PIN #: 25BSEDD02201

SCOP: ON CALL TRAVEL RESERVATION AND TICKETING SERVICES

LOCATION: CITYWIDE

PERIOD OF
PERFORMANCE: THREE (3) YEARS FROM DATE OF REGISTRATION WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL THIRTY-SIX (36) MONTHS TERM

. . . .

Contractor

Dated: . . . .

Assigned to . . . .

APPROVED AS TO FORM

. . . .

Acting Corporation Counsel

Dated: . . . . **.20**. . . . .

EXAMINED AND FOUND CORRECT

. . . .

Contract Clerk
Controller

Entered in the Controller's Office.

Dated: . . . . **.20** . . . .

. . . .

First Assistant Bookkeeper
