



Request for Proposal

For

**Software & Services:
Filenet Upgrade and Component Extended Support**

Issued by

New York City Employees' Retirement System



Proposal Reference ID#: 12092019-FileNet
Proposal Release Date: 11/7/2019

Dear Vendor:

The New York City Employees' Retirement System ("NYCERS") is initiating a Request for Proposal ("RFP") for a FileNet Upgrade and Component Extended Support.

The determination for award shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to the New York City Employees' Retirement System and the City, taking into consideration the price and such other factors or criteria that are set forth in this RFP.

Please refer to the following Sections and Attachments of this RFP:

- Section A: Project Scope
- Section B: Proposal Instructions
- Section C: Proposal Terms and Conditions
- Section D: Evaluation and Contract Award
- Section E: Iran Divestment Act Compliance Rider for New York City Contractors
- Section F: Doing Business Data Form Notice
- Section G: Link to "Appendix A" General Provisions Governing Contracts for Consultants, Professional and Technical Services, including the Affirmation and Broker's Certification and Notice of City's Payee Information Portal (PIP)
- Section H: Sample Contract
- Section I: Proposal Response Requirements

- Attachment A: Vendor Information Form
- Attachment B: Cost Proposal (submit under separate attachment)
- Attachment C: Reference Form
- Attachment D: Vendor Acknowledgment of New York State Freedom of Information Law
- Attachment E: Acknowledgment of Addenda
- Attachment F: Iran Divestment Act Compliance Rider and Bidder's Certification
- Attachment G: Link to Doing Business Data Form
- Attachment H: *Tax Affirmation and Certification by Insurance Broker or Agent and Certification of Insurance (COI)* (see section C.8)



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A. PROJECT SCOPE

NYCERS seeks proposals to migrate the current platform to a supported Microsoft platform (operating system and SQL database server). This would be a minimum Server 2012 and SQL 2012, running on a collection of servers in 4 different FileNet application environments (DEV, INT, UAT, and production), with a maximum of 8 servers per platform. The IBM compatibility matrix should determine the highest level of Microsoft software, to ensure all configurations meet their compatibility matrix. NYCERS is looking for the least risk path and is open to “in place upgrade” or “build and migrate” options. Due a number of changes in the NYCERS pipeline, the current custom user interface, built on the Business Space application, needs to continue to function as is, on the new platform(s).

In addition, NYCERS is looking for the vendor to be able to provide extended support for the above mentioned IBM products as they roll off of IBM support. Some of the mentioned products below will be out of IBM support but they still represent a critical business function to NYCERS. While NYCERS plans their next solution for Document Management and Workflow we need to ensure an adequate level of support exists, proposals should be for a minimum of 5 years maintenance and support. The Response SLA should be no more than 4 hours.

NYCERS is currently using IBM FileNet P8 for its core document repository and work queue management. The FileNet document repository consists of roughly 50 million documents, roughly 100,000 Active/pended work items and roughly 54 million records in the custom objects table. The current platform consists of the following software:

CP01

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

- **WAS Base 7.0.0.33 (JVM 1)**
 - CPE 5.2.1.7 -P8CPE-IFIX LA008
- **WAS Base 7.0.0.33 (JVM 2)**
 - ECM Widgets-4.5.2.3
 - Bspace 7.0.0.5
 - eForms 4.0.2.16 IF002
 - 4.0.2.14-P8AE-IF001 LA017
 - 1.1.5.2-WPXT-FP002 IF001, IF002, LA019
 - Daeja ViewOne Pro 4.1.5 FP2 IF001
 - yWidgets (NYCERS custom application “NYCEWork” End User workload)



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- CPE CLIENT 5.2.1.7 - For AE and WPXT
- **WAS Base 7.0.0.33 (JVM 3)**
 - IBM Content Navigator-2.0.2.4
- Case Foundation 5.2.1.7 FP007 with Case Analyzer tools

CP02

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

- **WAS Base 7.0.0.33 (JVM-1 to service the ICC 4.x and other batch processing workloads)**
 - CPE 5.2.1.7 -P8CPE-IFIX LA008
- **WAS Base 7.0.0.33 (JVM-2 Administrative purposes)**
 - 1.1.5.2-WPXT-FP002 IF001, IF002, LA019
 - CPE CLIENT 5.2.1.7 - For WPXT

FS01-03 (3 servers in total)

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

File servers holding the NYCEwork FileNet Object stores

DOC01

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

File server holding files to be ingested by ICC

CC01

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

- IBM Content Collector for files (ICC) 4.0.1.4-IBM-ICC-Server-FP004

DB01

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

- Microsoft SQL Server 2008 R2
 - FileNet Global Configuration database
 - NYCERS' FileNet Content Engine Object Store database
 - FileNet Process Engine database

DB02

Windows Server 2008 R2 Enterprise Edition (x86-64) Service Pack 1

- Microsoft SQL Server 2008 R2 running SQL Analysis services
 - VMAE database
 - VMAEDM database



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- Case Foundation 5.2.1.7 FP007
 - Includes Case Analyzer components

Within the scope of this effort, NYCERS is not seeking to upgrade any of the FileNet platform components beyond what they are currently, unless required due to IBM specifications as a result of the upgraded underlying operating system or database server.

Assumptions:

- NYCERS will provide user accounts for access as needed
- NYCERS is responsible for all server hardware and the systems connected to it
- NYCERS is responsible for all base server builds – OS and SQL server – to be configured per manufacturer and vendor specifications post initial installation
- Work will be done on NYCERS’ premises(Any exception must be explicitly approved by NYCERS)
- There are no major changes planned for the environment

Deliverables:

The vendor will be responsible for the configuration and OS upgrade (if required), migration (if required – and if so, the application component installations and configurations), and support of the new application platforms.

- Vendor should produce an as-is design documentation
- Vendor should provide a configuration workbook that details all settings that were configured that deviate from out of the box.

B. Proposal Instructions

1. A pre-proposal conference will not be held. Upon receipt of this request, you are afforded the opportunity to e-mail questions to the designated contact at rfp@nycers.org.

Designated Contact: Cheryl Greenidge
 335 Adams Street, Suite 2300
 Brooklyn, NY 11201
 Email: rfp@nycers.org

2. The chart below lists the key dates and actions that apply to this RFP solicitation:

Event	Address/Comments	Due Date/Time
RFP to Vendors	https://a856-cityrecord.nyc.gov/	11/7/2019



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Vendor Questions to NYCERS	Sent via email to Designated Contact at rfp@nycers.org	11/21/2019 by 5:00 PM EST
NYCERS' Response to Vendor Questions published in City Record	https://a856-cityrecord.nyc.gov/	11/28/2019
RFP Submission Due Date		12/9/2019 by 5:00 PM EST
Date RFP responses will be opened and reviewed		12/10/2019 – 3/2/2020
Presentations of Selected Vendor(s) with Selection Committee		1/31/2020
Notice of Award		3/3/2020

- Vendors must submit their proposals via **one (1) email with two (2) separate attachments**. These attachments are to be clearly marked 1) “Technical Proposal” and 2) “Cost Proposal.” The required content of each email attachment is listed below in Figures 22 and 23. Please note that NYCERS is unable to receive emails with attachments larger than 20MB.
- When preparing their Technical Proposal and Cost Proposal, vendors must structure and label their responses using the required section headings in Figures 1-2 below, and clearly addressing the content laid out for each section:

Figure 1: Technical Proposal Format & Content

Required Section Heading	Required Subsection Heading	Subsection Content
Section I – Proposed Upgrade Solution	A. Solution Overview	<ul style="list-style-type: none"> • Description of the proposed upgrade path <ul style="list-style-type: none"> ○ Description of the proposed FileNet upgrade path keeping in mind NYCERS need to stay on Business Space. ○ The proposed version of each component (OS, Database, FileNet, etc.) post upgrade ○ Architectural Diagrams • Assumptions and Exclusions <ul style="list-style-type: none"> ○ Assumptions and exclusions made regarding the proposed solution, if any.



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Required Section Heading	Required Subsection Heading	Subsection Content
Section II – Project Management and Administration	A. Project Schedule and Weekly Status Reports	<ul style="list-style-type: none"> • Approach <ul style="list-style-type: none"> ○ A detailed description of all the work required to successfully complete the project, including proposed project approach, discrete project tasks, and any implementation assumptions. • Project Plan and Timeline <ul style="list-style-type: none"> ○ Detailed project plan for implementing the proposed FileNet Upgrade that includes all project phases, deliverables and other key milestones. • Roles and Responsibilities <ul style="list-style-type: none"> ○ A detailed description of the project roles and responsibilities for the project, including a table or equivalent that clearly delineates roles and responsibilities for the implementation and ongoing maintenance between NYCERS and the selected vendor. • Data conversion (if applicable) <ul style="list-style-type: none"> ○ Detail out any data conversion efforts that are required to support the new FileNet data model.
	B. Implementation Services	
	C. Data Conversion	
Section III – Ongoing Services	A. Ongoing Support and Maintenance	<ul style="list-style-type: none"> • Component maintenance and support <ul style="list-style-type: none"> ○ Detail out the components that will be covered under this support agreement. ○ Define what level of support will exist for each component. ○ Provide a product roadmap with all planned dates of retirement from IBM support of each component.
	B. Service Management	<ul style="list-style-type: none"> • Description of Service Levels <ul style="list-style-type: none"> ○ Outline the SLAs supported by the proposed extended support.



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Required Section Heading	Required Subsection Heading	Subsection Content
Section IV – Project Team		<ul style="list-style-type: none"> • Vendor Project Team <ul style="list-style-type: none"> ○ Provide composition of project team (i.e., members directly employed by vendor and any subcontractors). Include a profile of each staff member that will be utilized to deliver the scope of services. • Vendor Project Team Resumes <ul style="list-style-type: none"> ○ Proposed vendor project team resumes (i.e., narrative of prior experience), roles and responsibilities as well as any resource commitments expected from NYCERS for the project, including % dedicated and any required skills or experience.
Section V - References		<ul style="list-style-type: none"> • Three customer references involving projects with the same scope of services in the last 5 years. NYCERS may elect to check references if the vendor is being considered for an award.

Figure 2: Cost Proposal Format & Content

Required Section Heading	Subsections and Section Content
Cost Proposal	<ul style="list-style-type: none"> • Vendor should outline the cost in two sections: <ul style="list-style-type: none"> ○ The cost for the upgrade of the platform ○ The cost for ongoing maintenance and support for each component that rolls off IBM mainstream support.

- Vendors may be asked to provide an in-person demonstration of the proposed solution. Invitations will be at NYCERS’ sole discretion. NYCERS will not assume any costs related to these presentations.
- Contract will be fixed cost and deliverable-based.



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- All responses to this RFP must be submitted electronically (via email with attachments) to the Designated Contact at rfp@nycers.org.
- All documents submitted in response to this RFP must be in either Adobe PDF or Microsoft Word format.
- All Cost Proposals must include Platform Upgrade and On-going maintenance and support cost for components that roll off IBM support.

C. Proposal Terms and Conditions

1. RFP solicited for a FileNet Upgrade and Component Extended Support. The services are specified in Section A – Project Scope.
2. The Term of this Agreement is up to one (1) year for the implementation and up to five (5) years for maintenance and support with four (4) options to renew for one (1) year each.
3. Vendors are hereby notified of the City of New York’s Prompt Payment Policy:
 - a. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.
 - b. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
 - c. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.
4. Vendors are hereby notified that the prices stated in their proposals are irrevocable until the contract is awarded, unless the proposal is withdrawn, and that offers may be withdrawn only after the expiration of 90 days from opening and only in writing received by NYCERS in advance of the award. If applicable, NYCERS may request a cost breakdown of the proposed price.
5. Any amendments by NYCERS to this RFP shall be set forth in writing, and sent to all prospective Vendors known to have received this RFP and/or published on the City



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Record online. Such amendments shall be distributed within a reasonable time to allow prospective Vendors to consider them in preparing their proposals.

6. Vendor must complete and return **Attachment D - Vendor's Acknowledgment of NYS Freedom of Information Law**. Vendor shall give specific attention to the identification of those portions of their proposals the Vendor deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, shall not be disclosed by NYCERS. Such information must be easily separable from the non-confidential section of the proposal.
7. Vendors must fully complete and submit Attachments A through D and Attachments F and G in order to be considered for an award. Missing Attachments may result in disqualification.
8. Attachment H (end of "Appendix A") Affirmation and Certification by Broker and the Certificate of Insurance (COI) must be submitted by the Vendor upon the issuance of the contract award or within ten (10) days of issuance of the contract award. Attachment H and the COI do not have to accompany the Proposal response; however, the submission of Attachment H and the COI with the Proposal response will not disqualify the proposer from consideration of the contract award.
9. Pursuant to New York City's Procurement Policy Board Rules, Vendors have the right to appeal NYCERS non-responsiveness determinations within five (5) days and NYCERS non-responsibility determinations within ten (10) days and to protest NYCERS' determination regarding the solicitation or award of a contract in writing to NYCERS, 335 Adams Street, Suite 2300, Brooklyn, NY 11201.
10. The New York City Comptroller is charged with the audit of the contract in New York City. Any Vendor who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; telephone number (212) 669-2323.

D. Evaluation and Contract Award

Evaluation Procedures

All proposals accepted by NYCERS will be reviewed to determine whether they are responsive or non-responsive. Proposals that are determined by NYCERS to be non-responsive will be rejected.



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NYCERS' Evaluation Committee will evaluate and score all remaining proposals based on the Evaluation Criteria documented below. Discussions may be conducted with vendors submitting acceptable proposals and the panel may request a Best and Final Offer. However, NYCERS reserves the right to award the contract on the basis of the initial proposals received, without discussions. Therefore, the initial proposal should contain its best terms.

1. Evaluation Criteria

The proposal must include a vendor's Proposal submission and a Cost Proposal submission. The vendor's project plan and approach, qualifications, and references will be worth 80%, and the proposed cost will be worth 20%. The Cost Proposals will be opened and evaluated by the Committee using the following criteria and weight assignments:

Criteria	Weight
Prior customer referrals (3)	20%
Demonstrated understanding of the FileNet application platform, and ability to provide third-party support	25%
Demonstrated hands-on experience with the upgrade/migration process	25%
Cost (Upgrade + Extended Support/yr for a term of 5 years)	30%

Please Note: Each Response will be weighted on a 100 point scale

2. Basis of Award

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to NYCERS and the City of New York, taking into consideration the price and such other factors or criteria that are set forth in this RFP.

NYCERS reserves the right to evaluate and/or reject all bids, in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or solicit new proposals if, in NYCERS' judgment, the best interest of NYCERS will be served. Following bidding selection and prior to signing a contract, NYCERS reserves the right to further negotiate cost or other specifics. In the event any proposer is not available to report for his/her assignment, NYCERS reserves the right, at its sole discretion, to evaluate a replacement candidate from the selected proposers or seek the services from the proposer with the next highest Final Composite Score.

Vendors are notified that the prices stated in their proposals are irrevocable until the contract is awarded, unless the proposal is withdrawn, and that offers may be withdrawn only after the expiration of 90 days from opening and only in writing received by NYCERS



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in advance of the award. If applicable, NYCERS may request a cost breakdown of the proposed price.

E. 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



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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.

F. DOING BUSINESS DATA FORM NOTICE

1. Notice

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form ("Data Form") and return it with this proposal. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by NYCERS and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to NYCERS. Failure to do so will result in a determination that the proposal is nonresponsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

2. The Data Form

If you have already completed a Data Form (Attachment H), please submit it as a "No Change," which you will find under *Section 1. Entity Information*. You only need to provide your Entity Name and EIN Number on the first page of the form and skip to the bottom of the 4th page and complete the certification box. If any of your information has changed you will need to complete the form as a "Change" under *Section 1. Entity Information* and update the sections that have changed. If you are unsure whether you have already completed the Data Form or when you last completed the Form, please call the Mayor's Office of Contracts at (212) 788-8104 or you may send an email with your inquiry to doingbusiness@cityhall.nyc.gov.



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G. WHISTLEBLOWER PROTECTION EXPANSION ACT NOTICE
NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

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

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

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

H. LIVING WAGE LAW PROVISIONS FOR NEW YORK CITY CONTRACTORS

Section 6-109 of title 6 of the Administrative Code of the City of New York (“Section 6-109”) regulates the wages of certain employees performing services pursuant to contracts with the City of New York for homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services or temporary services, as those services are defined in Section 6-109. Therefore, in accordance with Section 6-109, the Contractor agrees as follows:

A. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

B. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any



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other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

C. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

D. The Contractor and all Subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements and health benefits. In addition, if this Agreement is for an amount greater than \$1,000,000, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than \$750,000, checks issued by a Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

E. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

F. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those



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requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements and health benefits required by Section 6-109. No work may be performed by a Subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the Subcontractor.

G. Each year throughout the term of the Agreement and whenever requesting Agency approval of a subcontractor, the Contractor shall submit to the Agency an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.

H. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within thirty (30) days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers that the Contractor or its Subcontractor(s) failed to comply with the requirements of this Rider or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

I. PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.



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The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

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

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.



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An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

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



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Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable



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notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

Records

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

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

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



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- J. Please reference the below link for Appendix A 2018 Legal Services. There is a form at the end of the document that must be filled out and returned with your response.**

https://www.nycers.org/sites/main/files/misc/appendix_a_legal_services_2018_final_-_legal_8015817.pdf



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Attachment A: Vendor Information Form

Vendor's Name: _____

Vendor's Designated Contact: _____

Vendor's Address: _____

Vendor's Telephone: _____

Vendor's Email: _____

Vendor's Fax: _____

Signature of Vendor: _____

Date: _____



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Attachment B: Cost Proposal

COST PROPOSAL FORM

Instructions: *The Cost Proposal must be a separate response from the Technical Proposal. Please provide a detail list of all Cost including but not limited to hardware, software installation, professional service and any travel.*

Vendor Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature of Vendor: _____

Date: _____



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Attachment C: Reference Form

Instructions: *Three (3) Customer references involving projects with the same scope of services in the last 3 years. NYCERS may elect to check references if the vendor is being considered for an award.*

Vendor Name: _____

1. Reference Company Name:
Reference Name and Title:
Reference Phone Number and Email Address:

2. Reference Company Name:
Reference Name and Title:
Reference Phone Number and Email Address:

3. Reference Company Name:
Reference Name and Title:
Reference Phone Number and Email Address:



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Attachment D: Vendor Acknowledgement of NY State Freedom of Information

To complete this form, please:

- Section I- check either Claim A or Claim B.
- Section II- complete this Section only if Claim B is checked.
- Section III- sign and date this form.

.....
Section I: Check one of the following:

- Claim A** The Vendor acknowledges that there are NO Trade Secrets contained in the proposal being submitted.
- Claim B** The Vendor acknowledges that there ARE Trade Secrets contained in the proposal being submitted.

.....
Section II (Use as much space for this section as needed. Separate page accepted)

Cite the specific portion(s) of the proposal for which an exemption is being requested.

Provide explicit justification for the exemption request

.....
Section III

Company Name: _____ **Date:** _____

Authorized Signature: _____ **Title:** _____

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



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Attachment E: Acknowledgement of Addenda

ACKNOWLEDGMENT OF ADDENDA

The proposer is to complete either Part I or Part II of this form, whichever is applicable, and include the signed and dated form with their Proposal submission. This form serves as the Proposer’s acknowledgment of the receipt of the Addenda to this Request for Proposals which may have been issued by NYCERS prior to the Proposal Due Date and Time.

Part I: Check here if applicable: ___

Listed below are the dates of issue for each Addendum received concerning this Request for Proposals:

- Addendum #1, dated: ___/___/___
- Addendum #2, dated: ___/___/___
- Addendum #3, dated: ___/___/___
- Addendum #4, dated: ___/___/___
- Addendum #5, dated: ___/___/___

Part II: Check here if applicable: ___

No Addendum was received in connection with this Request for Proposals.

Proposer’s Company Name: _____

Proposer’s Authorized Named Representative: _____

Address: _____

Title: _____

Signature: _____

Date: _____



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Attachment F: Iran Divestment Act

**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



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Attachment G: Doing Business Data Form

See next pages

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

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

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

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

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

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

Entity is a Non-Profit Yes No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

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

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____



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Attachment H: Affirmations & Broker's Forms

AFFIRMATION

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

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

Address _____
 City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

- B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

- C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By _____
 Signature

Title
 If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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



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CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) Copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.



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CITY OF NEW YORK

CERTIFICATION OF INSURANCE BY BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

 [Name of broker or agent (typewritten)]

 [Address of broker or agent (typewritten)]

 [Email address of broker or agent (typewritten)]

 [Phone number/Fax number of broker or agent (typewritten)]

 [Signature of authorized official, broker, or agent]

 [Name and title of authorized official, broker, or agent (typewritten)]

State of

County of) ss.:

Sworn to before me this _____ day of _____ 20_____

 NOTARY PUBLIC FOR THE STATE OF _____



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H. NYCERS Sample Contract

CONTRACT
BETWEEN
NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM
AND
[CONTRACTOR]



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THIS AGREEMENT (“Agreement”), dated _____, 2019, is made between the New York City Employees’ Retirement System (“NYCERS”), with offices located at 335 Adams Street, Brooklyn, New York 11201, and [Contractor Legal Name] (hereinafter “Contractor”), with offices located at [Contractor address].

WITNESSETH:

WHEREAS, NYCERS has determined there is a need for the information technology services described in Article 4.2 of this Agreement (“IT Consultant Services”) from a (Position/Title) (the “IT Consultant”); and

WHEREAS, NYCERS has the authority to enter into this Agreement to purchase the IT Consultant Services in accordance with New York City Procurement Policy Board Rules (“PPB Rules”) and the terms and conditions set forth herein; and

WHEREAS, in accordance with the PPB Rules, NYCERS solicited proposals and selected the Contractor through a Request for Proposal (“RFP”) process; and

WHEREAS, NYCERS determined that the Contractor was the most responsible proposer whose proposal is the most advantageous to NYCERS and the City of New York, accounting for price and other factors or criteria as set forth in the RFP; and

WHEREAS, in consideration of the mutual stipulations and covenants contained herein, the Contractor agrees to provide the IT Consultant Services described in this Agreement and NYCERS agrees to accept such IT Consultant Services, at the prices stated herein, and in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM, TERMINATION , MODIFICATION OF AGREEMENT

- 1.1 This Agreement shall commence on [date] and terminate on [date], unless terminated earlier pursuant to Article 10 of Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services (“Appendix A”).
- 1.2 NYCERS shall have two (2) options to renew this Agreement for a period of up to one (1) year each at the termination of the Agreement. Notice to exercise NYCERS’ right to renew must be made in writing thirty (30) days prior to the termination date of this Agreement. All renewals shall be subject to substantially the same terms and price as the current Agreement.



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1.3 NYCERS may terminate this Agreement in accordance with Article 10 of Appendix.

ARTICLE II. PAYMENT

- 2.1 For the services set forth in the Agreement, in accordance with the Contractor's cost proposal, NYCERS shall pay an amount not to exceed **[\$yearly rate] per year** during the initial term, for the Services set forth in Article IV of this Agreement.
- 2.2 NYCERS shall pay the Contractor in accordance with the Prompt Payment provisions of the PPB Rules based on the weekly timesheets submitted by the IT Consultant.
- 2.3 Contractor agrees to accept electronic payments under this Agreement in accordance with Section 11.02 of Appendix A.

ARTICLE III. CONFLICTS

- 3.1 During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:
- This document
 - Exhibit 1: Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services
 - Exhibit 2: Iran Divestment Act Compliance Rider
 - Exhibit 3: Request for Proposal (RFP) - 12072019-FileNet
 - Exhibit 4: Contractor's Proposal
- 3.2 As used in Appendix A, the term "City" shall mean NYCERS or the City or both, depending on context, and the terms "Department" or "Agency" shall mean NYCERS.

ARTICLE IV. DELIVERABLES AND SERVICES

- 4.1 Contractor shall provide services necessary to migrate the current platform to a supported Microsoft platform (operating system and SQL database server) as per Section A of the Request for Proposal (included as Exhibit 4)



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ARTICLE V. COMPLIANCE WITH LOCAL LAWS

- 5.1 Pursuant to Local Law 34 of 2007, Contractor shall complete the Doing Business Data Form attached hereto as Attachment A and return it to NYCERS within 10 days of execution of this Agreement, unless notified by NYCERS that the Contractor is included in the most recent list issued by the Mayor's Office of Contract Services of Intergovernmental Vendors with Doing Business Data Forms on file.
- 5.2. In accordance with Local Laws 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
- 5.2.1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (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.
- 5.2.2. If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 5.2.1 of this Agreement, 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.
- 5.2.3 Contractor shall post a notice provided by the City (Attachment B) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:
- 5.2.3.1 How its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and
- 5.2.3.2 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



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reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

- 5.2.4 For the purposes of this Article, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- 5.2.5 This Article 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.
- 5.3 Article 5.2 is not applicable to this Agreement if it is valued at \$100,000 or less. Articles 5.2.1, 5.2.2, 5.2.4, and 5.2.5 are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Article 5.2.3 is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.
- 5.4 If this Agreement is a “City Service Contract,” as that term is defined in New York City Administrative Code section 6-109(a)(1) and it was not solicited pursuant to the finding of an emergency, Contractor shall comply with the attached Living Wage Rider. A City Service Contract is defined as an agreement in which the principle purpose of the agreement is to “provide homecare services, building services, day care services, head start services, services to persons with cerebral palsy, food services or temporary services where the value of the agreement is greater than the city's small purchases limit pursuant to section 314 of the city charter.” The definition of City Service Contract does not include contracts “with not-for-profit organizations, provided however, that this exception shall not apply to not-for-profit organizations providing homecare, headstart, day care and services to persons with cerebral palsy.”

ARTICLE VI. INSURANCE

- 6.1 Contractor shall ensure continuous insurance coverage in the manner, form, and limits required by Article 7 of Appendix A throughout the term of the Agreement. Where the word “City” appears in Article 7 of Appendix A, it shall be replaced by the phrase “City and NYCERS.” Where the phrase “City, including its officials and employees” or the phrase “City, together with its officials and employees” appears in Article 7 of Appendix A, it shall



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be replaced by the phrase “the City and NYCERS, including their respective officials, trustees, and employees.”

ARTICLE VII. INDEMNIFICATION

- 7.1 The parties shall abide by all indemnification provisions set forth in Appendix A. Where the word “City” appears in Article 8 of Appendix A, it shall be replaced by the phrase “City and NYCERS.” Where the phrase “City, its officers and employees” appears in Article 8 of Appendix A, it shall be replaced by the phrase, “the City and NYCERS, including their respective officials, trustees, and employees.”

ARTICLE VIII. CONFIDENTIALITY

- 8.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement (“Confidential Information”). The Contractor agrees that Confidential Information shall not be made available to any person or entity including but not limited to any agencies or employees of the City of New York without the prior written approval of NYCERS. The Contractor agrees to maintain the confidentiality of Confidential Information by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the Confidential Information contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of Section 5.08 of Appendix A, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such Confidential Information.
- 8.2. The Contractor shall restrict access to Confidential Information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all Confidential Information.
- 8.3. At the request of NYCERS, the Contractor shall return to NYCERS any and all Confidential Information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any Confidential Information, the Contractor shall notify NYCERS in writing and set forth the Confidential Information that it intends to retain and the reasons why it is legally required to retain such Confidential Information. The Contractor shall confer with NYCERS, in good faith, regarding any issues that arise from the Contractor retaining such Confidential Information. If NYCERS does not request such



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Confidential Information, or the law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02 of Appendix A.

- 8.4. For the avoidance of doubt, the Contractor shall abide by all confidentiality provisions set forth in Appendix A.

ARTICLE IX. NOTICES

- 9.1 Notices shall be provided in accordance with Section 14.04 of Appendix A, as follows:

If to NYCERS, to Stamatis “Tom” Kambouras, Chief Information Officer, NYCERS, 335 Adams Street, Brooklyn, New York 11201. Telephone: 347-643-3803.

If to Contractor, to [\[Contact Info\]](#)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing by their respective signatures.

Corporate Contractor
 Affix Corporate Seal:

[Contractor Name]

BY: _____

TITLE: _____

 FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM

BY: _____

TITLE: Executive Director _____

DATE: _____

Approved as to Form
 Certified as to Legal Authority

 Acting Corporation Counsel



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STATE OF NEW YORK)
 :SS:
 COUNTY OF NEW YORK)

On this _____ day of _____, 2019, before me personally came Melanie Whinnery known to me to be the Executive Director of New York City Employees' Retirement System, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

 NOTARY PUBLIC

STATE OF NEW YORK)
 SS:
 COUNTY OF NEW YORK)

On this _____ day of _____, 2019, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____, that s/he is the _____ of _____, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation ; and that s/he signed her/his name thereto by like order.

 NOTARY PUBLIC