

FY 2013 Contract Documents Checklist

For FY 2013 Discretionary Contract package(s), the following documents are required. These documents (or links to them) are available on the [DYCD website](#). All signatures must be in **BLUE INK**.

Please Note: There are NEW Contract Documents for FY 2013 – please do not use any previous years' contract documents and please be sure you are completing the correct documents for your contract.

THREE (3) ORIGINALS (Please Note: You will need to make copies)

- Signature Page of the FY13 Discretionary Contract (signed)
- Notary Page of the FY13 Discretionary Contract (notarized)
- Affirmation Page of the FY13 Discretionary Contract (Signed)
- Board listing (signed and notarized)

ONE (1) ORIGINAL:

- [Budget](#), including all required attachments as needed (see budget instructions). Please note that the budget is not included in this package and must be completed by clicking on the [link](#).
 - o Consultant Agreement Forms (If Applicable)
 - o Subcontract Agreement Forms (If Applicable)
 - o Consultant/ Subcontractor Approval Form
- Exhibit A-1 - Work Scope and Program Summary
- Letter of Authorization and Board Resolution (Package contains sample, originals need to be on organizational letterhead, signed and notarized)
- Prequalification Status Certificate of No Change: If your organization has previously been Prequalified, you must return an original of this Certificate affirming that no material changes in programming or key staff have occurred since the last submission of the Prequalification/Recertification Application. If material changes in programming or key staff have occurred since the last submission, a full description of said changes must be attached and submitted with the Certificate.
- Conflict of Interest Disclosure Certification
- Disclosure & Compliance Certification
- Training Attendance Certification
- Certificate on Client Abuse/Neglect
- Doing Business Data Form
- Contracts over \$5,000 need to supply the most recent audit
- Certificate of Liability Insurance: The language required by NYC and DYCD on the Certificate can be found in the sample on the Discretionary web page. If you have not contracted with DYCD before, an original certificate must also be supplied directly emailed by your insurance carrier to ierenburg@dycd.nyc.gov.

PLEASE NOTE THE FOLLOWING:

- Your organization must be registered with the New York State Attorney General's Charities Bureau and be current with filings or provide an Exemption Form (Form must be signed & notarized).
- Your organization must be entered and validated in the [Payee Information Portal](#).
- If this is your first time doing business with the City, and you are receiving less than \$10,000, you must supply two (2) reference letters (One programmatic, one financial).
- All signatures must be in **BLUE INK**.

If you have any questions or would like to schedule an appointment, please contact us at discretionary@dycd.nyc.gov.



The City of New York
Department of Youth and Community Development

156 William Street
New York, NY 10038
212-442-5900 Fax: 212-442-5998

Jeanne B. Mullgrav
Commissioner

Department No.: _____
(DYCD USE ONLY)

Contract ID#: _____

Term of Agreement: _____

Total Contract Amount: _____

Name of Contractor: _____

Address: _____

Borough/Site: _____

Type of Service: _____ **Type of Procurement:** _____

FY 13 – FC Discretionary

AGREEMENT dated _____ between the **CITY OF NEW YORK ("CITY")** acting by and through its **Department of Youth and Community Development ("Department")** having its principal office located at 156 William Street, New York, New York 10038, and **("Contractor")**, a not-for-profit corporation having its principal office located at _____.

WHEREAS, Contractor is a community-based not-for-profit organization or other public service organization; and

WHEREAS, Contractor relies on funding from various sources in order to support its operations; and

WHEREAS, the City Council has, pursuant to Section 1-02(e) of the Procurement Policy Board Rules, appropriated Discretionary Funds to be applied for the enhancement of the services Contractor provides; and

WHEREAS, Contractor is ready, willing and able to use these Discretionary Funds to enhance its services;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 TERM

The term of this Agreement shall be from July 1, 2012 through June 30, 2013. The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination.

ARTICLE 2 SCOPE OF SERVICES

A. Contractor shall provide services in the manner and at the levels set forth in the attached Exhibits A-1 and A-2. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of the Contractor paid for through this Agreement.

B. Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes. There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

C. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants

unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

ARTICLE 3 FINANCIAL PROVISIONS

A. Maximum Reimbursable Amount

The Maximum Reimbursable Amount for this Agreement shall not exceed _____ inclusive of out of pocket expenses, in accordance with the budget contained in the attached Exhibit A-3. No liability shall be incurred by the City beyond the amount of such monies.

B. Invoices

Invoices shall be submitted no more frequently than once every 30 days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to the Contractor a payment of its approved charges in accord with the deliverable budget contained in Exhibit A-3. The Department shall advance an amount up to a maximum of one-sixth (1/6th) of the total contract amount in the initial payment. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the contract shall be contingent upon approval of the final report and bill by the Department.

C. Audit

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and the Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

A. Commercial General Liability Insurance

The Contractor shall maintain Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Concession. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001. Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2010. In the case where program services are to be offered at a New York City Department of Education (DOE) or a New York City Housing Authority

(NYCHA) facility, Contractor will also endorse in the Contractor’s general liability policy DOE or NYCHA, as the case may apply, as an Additional Insured. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. Policies of insurance required under this paragraph shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the Commissioner. Certificates of Insurance or certified copies of policies for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this Agreement. The Contractor shall provide the City with a copy of any policy required under this paragraph upon the demand for such policy by the Commissioner or the New York City Law Department.

B. Worker's Compensation and Disability Benefits

Contractor shall provide Workers’ Compensation Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Agreement. In addition, pursuant to Section 57 of the New York State Workers' Compensation Law, the Contractor shall submit the required proof of workers' compensation and disability benefits coverage to the Department or shall submit the required proof that workers' compensation and/or disability insurance coverage are not applicable, prior to the effective date of this Agreement.

C. Unemployment Insurance

Unemployment insurance coverage shall be obtained and provided by the Contractor for its employees.

D. Independent Contractor Status

Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York.

E. Employees of Contractor

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

F. Indemnification

Contractor shall defend, hold harmless and indemnify the City from liability upon any and all claims of any kind on account of injuries or death to any person or damages to property on account of any negligence, intentional tort, or failure to comply with the terms of this Agreement by the Contractor, its officers, trustees, employees, agents, servants, or independent contractors.

ARTICLE 5 CONFLICTS

A. Procurement of Agreement

Contractor represents and warrants that the Contractor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws (Admin. Code of the City of New York § 3-211 et seq. and Legislative Law §1-a et seq., respectively) and that any individual or organization who conducted any lobbying on Contractor’s behalf in order to solicit or secure this Agreement or the funding for this Agreement is disclosed on the attached Exhibit C. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. Conflict of Interest

1. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

2. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

3. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

4. Except as provided in Paragraph 5 below, the Contractor’s employees and members of their immediate families, as defined in Paragraph 6 below, may not serve on the Board of Directors of the Contractor (“Board”), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

5. If the Board has more than five (5) members, then Contractor’s employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor’s employees and members of their immediate families are prohibited from voting on any such

personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

6. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

ARTICLE 6 ASSIGNMENT, SUBCONTRACTING, AND USE OF CONSULTANTS

A. This Agreement shall not be assigned by the Contractor in whole or in part without the prior express written consent of the Department. Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. Contractor shall not employ any consultant (whether or not such consultant is a subcontractor) using funds obtained, in whole or in part, under this Agreement without the prior approval by the Department of the consultant. All subcontracts and consulting agreements paid for with funds obtained in whole or in part under this Agreement must be in writing.

B. Contractor must specifically identify in the scope of services and budget attached to this Agreement as Exhibits A-1, A-2 and A-3 the nature and value of any subcontract or consultant intended to be paid for with funds obtained, in whole or in part, under this Agreement. Contractor must supply a signed Disclosure and Compliance Certification form for each such subcontractor or consultant, in the form of Exhibit B to this Agreement. Prior to entering into any additional subcontract or consulting agreement intended to be paid for with funds obtained in whole or in part under this Agreement, the Contractor shall submit a written request for the approval of the proposed subcontractor or consultant to the Department, giving the name and address of the proposed subcontractor or consultant and the nature and value of the services that it is to perform and furnish, along with a signed Disclosure and Compliance Certification form. At the request of the Department, a copy of the proposed subcontract or consulting agreement shall be submitted to the Department. For subcontracts (including consultants who are subcontractors), the proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor or consultant has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the subcontractor or consultant after receiving all requested information. For proposed subcontracts and consultant agreements that do not exceed Twenty-five Thousand Dollars

(\$25,000), the Department’s approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department’s receipt of the written request for approval (including the signed Disclosure and Compliance Certification form) or, if applicable, within forty-five (45) Days of the Department’s acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. Nothing contained in the agreement between the Contractor and the subcontractor or consultant shall impair the rights of the City. Nothing contained in the agreement between the Contractor and the subcontractor or consultant, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor or consultant and the City. All subcontractors and consultants shall be specifically bound by Article 1 of Rider 1 attached to this Agreement; the City may enforce such provisions directly against the subcontractor or consultant as if the City were a party to the subcontract or consulting agreement.

D. For determining the value of a subcontract or consulting agreement, all subcontracts and consulting agreements with the same individual or entity shall be aggregated.

E. The Department may revoke the approval of a subcontractor or consultant granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor (including any consultant that is a subcontractor) to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. Individual employer-employee contracts are not subcontracts or consultant agreements subject to the requirements of this Section.

ARTICLE 7 MISCELLANEOUS

B. Non-Discrimination

The Contractor agrees not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the New York City Administrative Code.

C. Compliance with Law

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

D. Retention of Records

Contractor shall maintain for six years, after the final payment or termination of this Agreement, whichever is later, copies of all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies to the Department upon request. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format.

E. Conflict of Laws/Forum

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the Federal or State courts located in the City and County of New York.

F. PPB Rules

This contract is subject to the Rules of the Procurement Policy Board of the City of New York, Rules of the City of New York (RCNY), Title 9, §1-01 et seq. In the event of a conflict between the PPB Rules and a provision of this Agreement, the Rules shall take precedence.

G. Additional Applicable Laws and Provisions

This contract is subject to the Investigations Clause and the additional provisions set forth in the attached Rider 1. In addition, the Contractor shall complete and execute the attached Tax Affirmation.

H. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

City Contact:

New York City Department of Youth and Community Development
156 William Street
New York, New York 10038
Attn: General Counsel

Contractor Contact:

I. Merger

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 8 DISPUTE RESOLUTION

All disputes between the City and the supplier that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of Section 4-09 of the PPB Rules. The procedure for resolving all such disputes set forth in Section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this article and Section 4-09 of the PPB Rules shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK ACTING BY AND
THROUGH ITS DEPARTMENT OF
YOUTH AND COMMUNITY DEVELOPMENT

BY: _____

Michael Owh
General Counsel

Date

Approved as to Form and
Certified as to Legal Authority

Acting Corporation Counsel

CONTRACTOR

BY: _____

Signature of Authorized Agent

Name (Print)

Title (Print)

Fed. Employer I.D. No. or Soc. Sec. No.

Date

Department Contract Number

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this ____ day of _____ 20 ____, before me personally came Michael Owh, to me known and known to me to be the General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____ 20 ____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____; that he/she is _____ partner of
_____, a limited/general partnership existing under the laws of the State of
_____, the partnership described in and which executed the foregoing instrument; and
that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said
partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____, and that he/she is the individual whose name is
subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said
individual executed the instrument.

Notary Public or Commissioner of Deeds.

TAX AFFIRMATION

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

Full name of proposer or bidder _____

Address _____

City _____ State _____ Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

<input type="checkbox"/> A. Individual or Sole Proprietorship	<input type="checkbox"/> B. Partnership, Joint Venture or other unincorporated organization	<input type="checkbox"/> C. Corporation
Social Security No.	Employer Ident. No.	Employer Ident. No.
_____ - _____ - _____	_____ - _____ - _____	_____ - _____ - _____

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

RIDER 1

ARTICLE 1 INVESTIGATIONS CLAUSE

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

B. (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. (1) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

(2) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 5 below without the City incurring any penalty or damages for delay or otherwise.

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

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account

of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C(1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the contractor, or affecting the performance of this contract.

ARTICLE 2 VOTER REGISTRATION: NEW YORK CITY CHARTER §1057-a

A. Participating Agencies

Pursuant to Section 1057-a of the Charter of the City of New York, participating City agencies are required to include in all new or renewed agreements with contractors having regular contact with the public in the daily

administration of their business a mandate that they follow the guidelines of the Section. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; the community boards; the Department of Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Employment; the Department of Environmental Protection; the Department of Finance; the Department of Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Mental Health, Mental Retardation and Alcoholism Services; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor, if a contractor having regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

(1) The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

(2) The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with application, renewal or recertification for services and change of address relating to such services materials. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon request.

(3) The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form, via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a bank on that system where such a form may be downloaded.

(4) The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage paid New York City Board of Elections voter registration form to or with its application, renewal, recertification and change of address forms.

(5) The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the New York City or New York State Board of Elections.

(6) For the purposes of Part A of this article, the word “contractor” shall be deemed to include subcontractors having regular contract with the public in the daily administration of their business.

(7) The provisions of Part A of this article shall not apply to services that must be provided to prevent actual or potential danger to life, health or safety of any individual or of the public.

C. Assistance in Completing Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

(2) In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

(3) If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

(4) The provision of Part B services by the Contractor may be subject to Department protocols, including one on confidentiality.

D. Required Statements

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

(2) No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

(3) The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

(4) The Contractor and the Contractor's employees shall not:

(a) seek to influence an applicant's political preference or party designation;

(b) display any political preference or party allegiance;

(c) make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

(d) make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this article are material conditions of this Agreement. In the event the Department receives information that the Contractor is in violation of the provisions of this article, the Department shall review such information and give the Contractor an opportunity to respond. If the Department finds that a violation has occurred, the Department shall have the right to terminate this Agreement and procure the services or work from another source in any manner the Department deems proper. In the event of such termination, the Contractor shall pay to the Department, or the Department in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the Department of completing performance of this Agreement either itself or by engaging another contractor or contractors.

ARTICLE 3 PARTICIPATION IN AN INTERNATIONAL BOYCOTT: NEW YORK CITY ADMINISTRATIVE CODE §6-114

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

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

ARTICLE 4 ELECTRONIC FUNDS TRANSFER

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

FY 13 – FC Discretionary

EXHIBIT A-1

DESIGNATED PROGRAM SERVICES OF FISCAL CONDUIT CONTRACTOR AND SUBCONTRACTOR(S)

Obligations of Fiscal Conduit Contractor and Subcontractor(s)

1. Contractor shall receive and disburse Discretionary Funds to pay approved expenses of the Designated Program Services, upon approval by the Department of a Subcontract ("Subcontract") with the respective Subcontractor, in the form attached in Exhibit A-2, as set forth in Article 3 Financial Provisions of the Agreement and herein. The Maximum Reimbursable Amount may include (i) costs of insurance incurred by Contractor for Subcontractor(s), and (ii) fee(s) for administrative services in an amount not to exceed the lesser of five (5) percent of the Maximum Reimbursable Amount or five thousand dollars (\$5,000), as set forth on Exhibit A-1-a Fiscal Conduit Fees.
2. Contractor shall itself comply and ensure that each Subcontractor complies with the following requirements:
 - a. If legal services to immigrants on matters of adjusting status are included in the Designated Program Services:
 - i. Contractor must either:
 - (1). have a person licensed to practice law in the State of New York who, within the past five (5) years, has acquired a minimum of two (2) years of legal experience in immigration law ("Attorney"), who may be either employed or retained as a consultant by Contractor or any Subcontractor, and who shall review and sign each application before it is filed and supervise the work of any non-attorney assigned to legal matters; or
 - (2) have a status of official recognition from the Board of Immigration Appeals ("BIA") for the agency, as well as have staff who are BIA-accredited and oversee the completion of, and sign each application before filing.
 - ii. Any Attorney or BIA-accredited staff responsible for completing, reviewing and signing the applications must have the opportunity to meet with each applicant during the process to address any issue(s) which might adversely affect the application.
 - iii. Professional Liability Insurance shall be maintained by the Contractor, any Subcontractor, or retained Attorney in the amount of at least one million dollars (\$1,000,000) per claim.
 - (1) The policy or policies shall include an endorsement to cover the liability assumed by the Contractor or any Subcontractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or any Subcontractor, or of anyone employed by the Contractor or any Subcontractor.
 - (2) Contractor or any Subcontractor shall provide to the Department, at the time of the request for approval of this Agreement or any Attorney retainer agreement, evidence of such Professional Liability Insurance on forms acceptable to the Department.
 - (3) Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, Contractor, any Subcontractor, or retained Attorney shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.
 - b. Contractor and each Subcontractor is a community based not-for-profit organization or other public service organization.
 - c. Designated Program Services reimbursed under this Agreement shall be of good quality, shall maximize the effectiveness of the Discretionary Funds awarded to them, and shall not be funded from any other public or private source.
 - d. Designated Program Services and the facility(s) in which they are provided shall have received, and shall maintain for the Term, all applicable certifications, licenses, permits, and governmental approvals.

FY 13 – FC Discretionary

- e. Eligibility for or participation in Designated Program Services shall not be restricted on the basis of race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation.
 - f. Designated Program Services shall not be targeted to specialized populations based on race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation without written authorization by the Department to do so.
 - g. Designated Program Services delivered in public or private schools:
 - i. Shall not be restricted to students who attend the school or their families;
 - ii. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
 - iii. shall be limited to out-of-school time activities or other proper public purposes; and
 - iv. shall be provided only at times other than the regularly scheduled school day.
3. Incidents shall be reported as follows:
- a. Contractor will notify the Department of any injury to any participant, employee, volunteer, officer, visitor, or any other person which occurs in connection with the Designated Program Services and of any damage to any program site or any damage to or theft of equipment purchased with Discretionary Funds. Telephone notification must be given to the Department within twenty-four (24) hours of the incident, followed by a written report on the Department's Incident Report Form delivered to the Department within three (3) working days.
 - b. Contractor will notify the Department of any incident or allegation of abuse of a participant by any staff, paid or volunteer, of Contractor or any Subcontractor. The term "abuse" here means any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. This notification must be made by telephone to the Department immediately upon discovery, followed by a written report on the Department's Incident Report Form within three (3) working days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

EXHIBIT A-1-b FISCAL CONDUIT CONTRACTOR INFORMATION		
Primary Name:		
Additional Name:		
Name of Executive Director:		
Office Location (Street Address & Suite Number):		
City:	State:	Zip:
General Telephone (1):		
General Telephone (2)		
Mailing Address:		
City:	State:	Zip:
Contact Name/Title:		
Contact Telephone:		
Contact Fax:		
Contact Email:		

Board Chairperson Contact Information
Name:
Address:
Telephone Number:
Email Address:

FY 13 – FC Discretionary

EXHIBIT A-2
SUBCONTRACT

Subcontractor EIN # _____

SUBCONTRACT

This Subcontract (“Subcontract”) is made as of the ____ day of _____, 20__, by and between _____, located at _____ (“Fiscal Conduit”), and _____, an organization located at _____ (“Subcontractor”).

Recitals:

- A. Fiscal Conduit has entered into Contract I.D. # _____ (“Contract”), with the New York City Department of Youth and Community Development (“DYCD”) to provide a youth or community development program (“Program”) with a budget approved by DYCD.
- B. Fiscal Conduit wishes to engage Subcontractor, an organization separate from and independent of Fiscal Conduit, to provide certain Program services not otherwise performed by Fiscal Conduit’s paid or unpaid staff, as set forth in Section 2, below (“Services”), and Subcontractor is able and willing to provide the Services.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Fiscal Conduit and Subcontractor hereby agree as follows:

- 1. **Term:** The Services shall be provided during the term of the Contract, beginning _____ and ending _____ (“Term”).
- 2. **Scope of Services:** Subcontractor shall provide the Services described in Subcontract Appendix I, Workscope, attached hereto and made a part hereof, in accordance with all applicable provisions of the Contract, which are incorporated by reference herein.
- 3. **Payment:**
 - a. Subject to DYCD approval of this Subcontract, including Subcontract Appendix II, Budget, attached hereto and made a part hereof, and the availability of Program budget funds, Fiscal Conduit shall pay Subcontractor as compensation for the Services an amount not to exceed _____ (“Budget Amount”).
 - b. Payments to Subcontractor shall be made on receipt by Fiscal Conduit of timely, accurate, and complete invoices for actual costs of line items set forth in the Budget.

4. **Representations and Warranties:**
 - a. Subcontractor is a community-based not for profit organization or other public service organization with officers and a Board of Directors whose names and addresses are listed on Subcontract Appendix III, Board of Directors, attached hereto.
 - b. Subcontractor maintains sufficient fiscal and organizational capacity to perform the Services.
 - c. No officer, director, or managerial employee of Subcontractor is employed by Fiscal Conduit or related by consanguinity, adoption, or affinity to any person engaged by Fiscal Conduit in any management capacity, including as an officer or member of Fiscal Conduit’s board of directors.

5. **Contractual Relationship:** Nothing in this Agreement shall create or imply a contractual relationship between DYCD and Subcontractor or operate to impair the rights of DYCD under the Contract.

6. **Termination:** This Agreement will be terminated, suspended, or modified:
 - a. After ten (10) days prior written notice by Fiscal Conduit to Subcontractor if:
 - (i) in the sole judgment of Fiscal Conduit or DYCD, Subcontractor has failed to perform in accordance with the terms and conditions of this Subcontract or the Contract, or
 - (ii) the Program budget is reduced;
 - b. Immediately upon termination of the Contract.

7. **Entire Agreement:** This Subcontract contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties or to vary any of the terms herein. Any waiver, alteration, modification, cancellation or replacement of this Subcontract must be agreed upon in writing by the parties and approved in writing, in advance, by DYCD.

APPENDICES

Subcontract Appendix I	Workscope
Subcontract Appendix II	Budget
Subcontract Appendix III	Board of Directors

IN WITNESS WHEREOF, the parties have executed the Subcontract on the date and year set opposite their respective authorized signatures.

Fiscal Conduit:

_____ **Date** By: _____
(Signature)

(Print Name)

(Title)

Subcontractor:

_____ **Date** By: _____
(Signature)

(Print Name)

(Title)

Approved:

Department of Youth and Community Development

By: _____

(Print Name)

Deputy Director, _____ Unit
(Title)

(Date)

FY 13 – FC Discretionary

INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

NOTARY PUBLIC

CORPORATE – WITH SEAL

STATE OF NEW YORK)
COUNTY OF _____)ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the above instrument, that he/she knows the seal of the 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 he/she signed his/her name thereto by like order.

NOTARY PUBLIC

CORPORATE – WITHOUT SEAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the foregoing agreement; that he/she signed his/her name thereto by order of the Board of Directors of said corporation, and that the corporation has no seal.

NOTARY PUBLIC UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me and known to me to be the _____ of the unincorporated association described in and which executed the foregoing agreement; and who acknowledged to me that he/she executed the foregoing agreement on behalf of said unincorporated association.

NOTARY PUBLIC

Subcontract Appendix I Workscope

Subcontractor Information

Organization Name:		EIN#:	
Program Name:		Phone #:	
Contact Person:		Email:	
Site Address:			

Community Board _____ **Council District** _____ **Citywide** _____ **Boroughwide** _____

PROGRAM AREAS: Place an “X” next to all items that apply.

- General Support of Existing Programs (rather than a specific program or activity)
 - General Administration
 - Personnel Expenses
 - Utilities
 - Rent
 - Other (Please describe): _____

- Program Services for Youth (only during non-school hours)
 - Homework Assistance and Educational Activities
 - Recreational and Sports Activities
 - Cultural Activities
 - General Youth Development Activities (*e.g.*, service-learning, values development, relationship building, development of social competencies, asset building, conflict resolution)
 - Leadership Skills
 - Personnel Expenses
 - Other (Please describe): _____

- Community Development Services
 - Social Services (*e.g.*, mentoring, volunteering activities, peer counseling)
 - Immigration Services
 - Neighborhood Beautification (*e.g.*, neighborhood garden, park clean-up)
 - Self-help Activities (*e.g.*, helping schools, veterans’ groups)
 - Personnel Expenses
 - Other (Please describe): _____

Summary of Designated Program Services

NOTE 1: Summary must be consistent with program description and line item budget and relate only to programs funded through this Agreement. (Attach additional pages if space is needed.)

NOTE 2: Per Article 2, Section C of this Agreement, charging any fee for participation in the programs funded through this Agreement is impermissible. Your organization must submit a “Fee Waiver Request” (see following page for details) and any fees and the amount must be disclosed in this Summary.

Number of participants/clients to be served: _____

Activities to be provided:

Uses of Discretionary Funds:

Requesting a Fee Waiver

If your organization charges any fees for the programs funded under this Agreement, per Article 2, Section C, you must submit a Fee Waiver Request in writing.

This request must include the following information:

- The total budget for the program (including the funds under this Agreement). This budget should be broken down, i.e. - space rental, equipment, salaries, etc.
- Total amount each participant is charged per week/month/year/season/etc.
- How the fee amount is determined
- The total number of participants in the program
- How the funds under this Agreement will be utilized
- How the organization deals with those who cannot pay the fee – is there a sliding scale based on income (if so, this should be detailed and a copy of any form(s) that the participants complete needs to be submitted); are a certain number of “free slots” available per year (if so, please state how many); are there scholarships (if so, how many and what is the criteria and selection process; a copy of the scholarship application needs to be submitted); or if there is some other method the organization utilizes, this should be detailed
- How the organization advertises the program – newspapers, flyers, online, etc.
- Any informational sheet(s) and any application for the program needs to be submitted with the Fee Waiver Request

This information should be on your organization’s letterhead and be submitted to DYCD for review. Be sure to include the name, telephone, fax and e-mail address of the appropriate person to contact at your organization should any additional information be required.

Your organization be notified by DYCD whether your Fee Waiver Request has been granted or not.

Enrollment and Activity Schedules

I. Programs providing regular, recurring services to clients/participants:

DEMOGRAPHICS: Indicate the # of clients/participants per:

Ethnicity	#	Age	#	Borough	#	Gender	#
White		0-4		Bronx		Male	
Black		5-9		Brooklyn		Female	
Hispanic		10-13		Manhattan			
Asian		14-15		Queens			
Native American		16-21		Staten Island			
Other		21+					

SCHEDULE:

Dates of Operation MM/DD/YY		Days of Week (e.g., M-F, Sa, Th)	
Hours of Day (e.g., 3-6pm)			

ENROLLMENT PLAN: Indicate the planned enrollment per quarter.

7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30	Total

TOTAL UNDUPLICATED ENROLLMENT: _____

II. Programs providing one-time, non-recurring services or activities:

ONE TIME EVENTS:

Date(s) of event: _____ Time: _____ Estimated Participants: _____

Location: _____

Department of Youth and Community Development Subcontract Appendix II Budget

Form Revised 12/08

DYCD ID #:

Budget Code:

Fiscal Conduit _____

Subcontract _____

Address: _____

Tel #: _____

Fax #: _____

Operating Period: _____

Through: _____

Account Code

Budget Category

1100 Salaries and Wages
1200 Fringe Benefits
1300 Central Insurance
2000 Non Staff Services
3000 OTPS
4000 Fiscal Conduit Fee

Budget Amount	Program Amount	Centrally Administered

TOTAL BUDGET AMOUNT

--	--	--

Description of Budget Categories:		
Code	Category	Description:
1100	Salaries and Wages	Employed staff
1200	Fringe Benefits	Includes Employers FICA, Unemployment Insurance, Medical and other related cost

FY 13 – FC Discretionary

1300	Central Insurance	Includes cost allocated to the Fiscal Conduit for enrollment in the Central Insurance Program. This is not reimbursable to Subcontractor or Fiscal Conduit.
2000	Non Staff Services	Includes costs such as Consultants programmatic in nature such as Coaches, Karate Instructors; In addition you may include Vendor Services which are non programmatic in nature such as Cleaning Services.
3000	OTPS	Includes costs such as Consumable Supplies, Equipment, Space Cost, Travel, Utilities, Telephone, Participant Cost, Postage, T-shirts, Uniforms, Admissions, Sports Equipment, Internet Usage, Food and refreshments etc.
4000	Fiscal Conduit Fee	Amount paid to Fiscal Conduit to administer this Agreement.

Salaries and Wages:

Title	Amount

Total

Note: Attach additional sheet if required

**EXHIBIT A-3
FISCAL CONDUIT CONTRACTOR BUDGET**

**EXHIBIT B
CONFLICT OF INTEREST
DISCLOSURE AND COMPLIANCE
CERTIFICATION FORM**

**CITY OF NEW YORK
EXHIBIT B
Conflict of Interest Disclosure Certification**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Consultant / Subcontractor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For the purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE CONSULTANT / SUBCONTRACTOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

_____ Name of Consultant / Subcontractor	_____ Signature of Consultant or Authorized Officer / Date
_____ Vendor's Address	_____ Print Name / Title of Signer (if not Consultant)
_____ City / State / Zip Code	_____ Consultant / Subcontract EIN / TIN
_____ Phone Number	_____ Email Address

Sworn to before me this ____ day of _____, 20 ____.

Notary Public

EXHIBIT C
LOBBYING CERTIFICATION FORM

EXHIBIT C

The City Council has asked City contracting agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Law requirements. If you have any questions concerning this form, please contact the agency awarding the contract associated with the discretionary award. For more information about lobbying filing requirements, please visit:http://www.cityclerk.nyc.gov/html/lobbying/lobbying_bureau.shtml.

LOBBYING CERTIFICATION

The undersigned affirms and declares that the Vendor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws. See Administrative Code of the City of New York (“Administrative Code”) § 3-211 et seq. and Legislative Law §1-a et seq., respectively. The Vendor’s registration status is disclosed below.

Legal Name of Vendor _____

Address _____

City _____ State _____ Zip _____

EIN/TIN _____ Tel. No. _____ E-mail _____

CHECK ALL THAT ARE APPLICABLE:

- Currently registered as a Lobbyist with the New York City Clerk in accordance with §3-213 of the Administrative Code as _____ [insert name(s) of individual or organization].**
- Currently in compliance with the filing requirements applicable to Clients pursuant to §3-217 of the Administrative Code as _____ [insert name(s) of individual or organization].**
- Currently registered as a Lobbyist with the New York State Joint Commission on Public Ethics pursuant to section 1-e of the Legislative Law.**
- Currently in compliance with the filing requirements applicable to Clients pursuant to section 1-j of the Legislative Law.**
- Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Administrative Code.**
- Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the NYS Legislative Law.**

NOTE: A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of Authorized Official

Signature of Authorized Official

Date

Instructions to complete the Board Listings

- A minimum of three (3) members is required for the Board of Directors.
- For each Board Member the following information must be included on the Board Listings:
 1. Full Legal Name of Board Member
 2. Position/Office on the Board
 3. Home OR Business Address and Phone Number
 4. Name of Employer
(if the Board Member is retired, a homemaker or self employed, state this)
- For Boards with less than five (5) members, employees of the organization and members of their immediate families may not serve on the Board of Directors without the express written consent of DYCD.
- For Boards with more than five (5) members, employees of the organization and members of their immediate families may serve on the Board of Directors provided that; (a.) the employees of the organization do not constitute more than one-third of the Board, and; (b.) the family members do not constitute a majority of the Board.
- No member of the Board may hold a position or job exercising any supervisory, managerial or other authority whatsoever over a member of his/her immediate family. For the purposes of this contract, a member of the Board of Directors is deemed to exercise authority over all employees of the organization.
- The Executive Director of the organization may not hold any other position or office on the Board of Directors.

BOARD OF DIRECTORS LISTING AND AFFIRMATION

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

Signature of Chairperson or Executive Director

_____ day of _____, _____

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 20__ by and between _____, located at _____ (“Contractor”) and _____, an individual whose address is _____ (“Consultant”).

RECITALS:

A. Contractor has entered into Contract I.D. #_____ (“Contract”) with the New York City Department of Youth and Community Development (“DYCD”) to provide a youth or community development program (“Program”) with a budget approved by DYCD.

B. The Contractor wishes to engage Consultant, an individual not otherwise employed by Contractor whose resume is attached in Appendix A, to perform certain Program services not otherwise performed by Contractor’s paid or unpaid staff, as set forth in Section 2 below (“Services”), and Consultant is able and willing to provide the Services.

NOW, THEREFORE, the parties agree to be bound as follows:

AGREEMENTS:

1. **Term:** The Services shall be provided beginning _____ and ending _____ (“Term”), during the term of the Contract.

2. **Scope of Services:** Consultant shall provide the Services set forth in the Workscope, attached hereto as Appendix A, in accordance with all applicable terms and conditions of the Contract.

3. **Payment:** Subject to approval of this Agreement and the availability of Program budget funds, Contractor shall pay Consultant at the rate of \$_____ per _____, not to exceed _____, for the Services.

4. **No Conflicts of Interest:** Neither the Consultant nor any member of the Consultant’s immediate family is employed by Contractor or related by consanguinity, adoption, or affinity to any person engaged by Contractor in any management capacity, including as an officer or member of Contractor’s board of directors.

5. **Contractual Relationship:** Nothing in this Agreement shall create or imply a contractual or employment relationship between Consultant and DYCD or operate to impair the rights of DYCD under the Contract.

6. **Termination:** This Agreement will terminate:
 - a. After ten (10) days prior written notice by
 - i. either party upon the failure of the other to perform as required by this Agreement, or
 - ii. Contractor upon a reduction of the Program budget;
 - b. Immediately upon termination of the Contract.

7. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, or to vary any of the terms herein. Any waiver, modification, cancellation or replacement of this Agreement, or any of its provisions, must be agreed upon in writing by the parties and shall not be effective without the prior written approval of DYCD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties undersigned have executed the Consultant Agreement effective as of date and year first written above.

Contractor

Consultant

BY: _____
Signature of Authorized Agent

BY: _____
Signature of Consultant

Name (Print)

Name (Print)

Title (Print)

Social Security Number

Date

Date

Approved:

**Department of Youth and
Community Development**

BY: _____

(print name)

Assistant Commissioner (or designee)

_____ Unit

Date

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____ (Consultant), to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

NOTARY PUBLIC

CORPORATE – WITH SEAL

STATE OF NEW YORK)
COUNTY OF _____)ss:

On this ____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the above instrument, that he/she knows the seal of the 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 he/she signed his/her name thereto by like order.

NOTARY PUBLIC

CORPORATE – WITHOUT SEAL

STATE OF NEW YORK)
COUNTY OF _____)

On this ____ day of _____ 20 ____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the foregoing agreement; that he/she signed his/her name thereto by order of the Board of Directors of said corporation, and that the corporation has no seal.

NOTARY PUBLIC

UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)
COUNTY OF _____)ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me and known to me to be the _____ of the unincorporated association described in and which executed the foregoing agreement; and who acknowledged to me that he/she executed the foregoing agreement on behalf of said unincorporated association.

NOTARY PUBLIC

CONSULTANT AGREEMENT

APPENDIX A WORKSCOPE

Consultant Name _____

Address _____ **State** _____ **Zip Code** _____

Contractor _____ **Contract ID #** _____

Description of Services:

Consultant Qualifications (attach resume):

Schedule (for each City fiscal year of the Agreement):

Service Period Start and End Dates	
No. Hours per Day	
No. Days per Week	
No. Weeks per Year	

Total Hours/Days/Weeks _____ **X Rate \$** _____ = **Amount Due \$** _____

**CITY OF NEW YORK
EXHIBIT B COVERSHEET
CONSULTANT / SUBCONTRACTOR APPROVAL FORM FOR DISCRETIONARY CONTRACTS**
Column on left denotes party responsible for completion of each section.

CONTRACT INFORMATION		
AGENCY	Agency:	Unit/Div:
	FMS Contract No.:	EPIN:
	Contractor Name:	EIN/SSN:
	Contract Value:	Registration Date:
	Contract Description:	

CONSULTANT / SUBCONTRACTOR INFORMATION			
If more than 4 consultants / subcontractors need approval please attach additional sheets.			
CONTACTOR	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
	Description of Agreement:		
	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
Description of Agreement:			
CONTACTOR	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
	Description of Agreement:		
	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
EIN/SSN:	E-Mail:		
Description of Agreement:			
CONTACTOR	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
	Description of Agreement:		
	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
EIN/SSN:	E-Mail:		
Description of Agreement:			

AGENCY APPROVAL		
AGENCY	Date of Receipt:	Date sent to City Council:
	Final Agency Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>	City Council Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>
	Signature:	Date:



Printed on paper containing 30% post-consumer material

CITY OF NEW YORK
EXHIBIT B
Conflict of Interest Disclosure Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Consultant / Subcontractor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For the purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE CONSULTANT / SUBCONTRACTOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

Name of Consultant / Subcontractor	Signature of Consultant or Authorized Officer / Date
Vendor's Address	Print Name / Title of Signer (if not Consultant)
City / State / Zip Code	Consultant / Subcontract EIN / TIN
Phone Number	Email Address

Sworn to before me this ____ day of _____, 20 ____.

Notary Public



Printed on paper containing 30% post-consumer material

Consultant Agreement Modification

(use for reducing amount owed to consultant only)

Contractor: _____ DYCD ID # _____

Consultant Name: _____

Address _____

_____ City State Zip Code

Reason for reduction: _____

Schedule (for each City fiscal year of the Agreement):

	Budgeted	Actual
Service Period Start and End Dates		
No. Hours per Day		
No. Days per Week		
No. Weeks per Year		

Budgeted Hours/Days/Weeks _____ X Rate \$ _____ = Budgeted Amount \$ _____

Actual Hours/Days/Weeks _____ X Rate \$ _____ = Actual Amount \$ _____

I _____ hereby certify that this modification reducing the hours/days/weeks worked by _____ (Consultant) accurately represents what was worked and what is owed to this Consultant.

Executive Director/Authorized Signatory Date

Print Name and Title

Notary Public
State of _____
County of _____
This _____ day of _____
20____

CERTIFICATION OF NO CONFLICT

I, _____, am employed by the City of New York ("City") at _____ ("Agency") in the position of _____. I also serve as an officer or director of _____ ("Contractor"), a not-for-profit organization eligible for a contract award from the City Department of Youth and Community Development ("DYCD").

I hereby certify that I have read City Charter §2604(c) (6) and that I am currently, and will remain for the term of any DYCD contract, in compliance with its restrictions. Specifically:

- 1) I have not taken and will not take a direct or indirect involvement in Contractor's business dealings with the City;
- 2) If Contractor has any business dealings with Agency, I have so informed Agency and received approval for my activities on behalf of Contractor;
- 3) All my activities on behalf of Contractor occur at times when I am not required to perform services for the City; and
- 4) I receive no salary or other compensation for my activities on behalf of Contractor.

I further certify that if, at any time during the term of any DYCD contract, I am not in compliance with the foregoing restrictions, I will immediately seek a waiver from the City Conflicts of Interest Board and refrain from such noncompliant activity unless and until a waiver is granted.

(Signature)

(Date)

Sworn to before me this _____ day
of _____, 20__.

NOTARY PUBLIC



Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

Prequalification Status Certificate of No Change

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DIRECTIONS: Please complete the statement below and return this certification to the City Contracting Agency. If there are any material changes to programming or key staff please attach an explanation to this form.

NOTE: If you have any questions about your prequalification status or the date of your last submission, please check the DYCD List of Prequalification Clearances at http://www.nyc.gov/html/dycd/html/resources/pql_discretionary_contracts.shtml.

I, _____, being duly sworn, state on behalf of the submitting organization that no material changes in programming or key staff have occurred since the last submission of the Prequalification/Recertification Application OR if material changes in programming or key staff have occurred since the last submission they are fully described on the attached __ pages. I understand that the City of New York will rely on the information supplied in this certification for discretionary funding purposes.

Name of Nonprofit Organization (Vendor)

Signature of Authorized Officer

Vendor's Address

Print Name / Title of Signer

City / State / Zip Code

Vendor's EIN

Phone Number

Email Address



NEW YORK CITY

DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

SERVING NEW YORK CITY YOUTH, FAMILIES, AND COMMUNITIES

156 William Street
New York, New York 10038
TTY 212.442.5903 www.nyc.gov/dycd

JEANNE B. MULLGRAV
Commissioner

INSTRUCTIONS FOR THE COMPLETION OF THE SIGNATURE OF AUTHORIZATION LETTER AND THE BOARD RESOLUTION

The purpose of the Signature Authorization Letter is to show authenticity to the NYC Comptroller's Office that the people who are signing the letter are the same as those signing the contracts and reviewing the invoices. The letter must be typed on the Vendor's letterhead. The signatures and notary stamp must be both clear and have original signatures.

The people, usually the Not-for-Profit Organization's officers or their designees, who are authorized to sign the letter are left to the discretion of the Board of Directors. The letter must be accompanied by the Vendor's most recent Board Resolution that states the Board's designees may act as their agent.

Samples of both the Letter of Authorization and the Board Resolution are attached. Should you have any questions regarding either of these documents, please contact your contract manager.



SAMPLE OF AN AFFADAVIT OF SIGNATURE AUTHORITY

**Your Letterhead
Address
(212) 555 - 5555**

I hereby authorize: _____, Executive Director/
Authorized Designee

Signature

_____, Chief Financial Officer/
Authorized Designee

Signature

Whose specimen signatures appear above to authenticate and certify to sign contracts and certify claims and other related documents under the provision of the Contract/PIN 260 _____ between the Department of Youth and Community Development and **(Your Agency)** _____ for the services provided during the period from July ____, 20__ to June 30, 20__.

State of New York

County of _____

This day of ____, XXXX

Signature of Vendor Official
(Person granting Authorization,
i.e Board Chairman)

Signature
(Notary/Commissioner of Deeds)

(Title of Vendor Official)

SAMPLE OF A BOARD RESOLUTION

RESOLUTION

RESOLVED, that this Board of Directors does hereby authorize and direct **Jim Jones**, Executive Director and **John Smith**, Chief Financial Officer to sign contracts and amendments to the contracts and to review claims on behalf of the **ABC** Not-for-Profit Corporation's Board of Directors

Constance Carter
Chairman of the Board of Directors

Reminders:

- Authorization must be on letterhead
- Person granting the authorization may not authorize himself/ herself
- Authorization must be given by Chairman of the Board
- Notary or Commissioner of Deeds must sign and stamp document.
- Must be original



Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

DISCLOSURE & COMPLIANCE CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Vendor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE VENDOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

Incorporation: Vendor is incorporated under NYS Not-for-Profit Corp. Law (✓ one) □ Yes □ No (explain below)

Explain corporate status if you are not incorporated under NPCL:

NOTE: INFORMATION CONCERNING THE VENDOR'S CORPORATE STATUS WILL BE USED BY THE CITY TO VERIFY COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR CHARITIES REGISTRATION, PAYMENT OF TAXES AND OTHER LEGAL MANDATES AND THIS CONTRACT WILL NOT BE ENTERED INTO UNLESS THE VENDOR IS IN COMPLIANCE.

Name of Vendor

Signature of Authorized Official/Date

Vendor's Address

Print Name/Title of Signer

City, State, Zip Code

Vendor's EIN

Sworn to before me this ___ day of ___, 20__

Notary Public





Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

New York State Charities Bureau Filing Certification

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I, _____ (authorized officer), being a duly authorized officer of this corporation, certify that _____ (legal name of organization), submitted the attached annual filing for the fiscal year ending ___/___/___ (date) to the New York State Attorney General's Office, Charities Bureau on ___/___/___ (date). The information submitted has been verified and continues to the best of my knowledge to be full, complete and accurate. I understand that the City of New York will rely on the information supplied in this certification to determine compliance with New York State laws.

Required Attachments

(please check all that were submitted)

- Copy of check or money order dated ___/___/___ that paid the total of all applicable filing fees
CHAR500
IRS 990, IRS 990-EZ or IRS 990-PF
Financial Statements (check only one)
Financial Statements Reviewed by a Certified Public Accountant (If organization received \$100,001 to \$250,000 in annual support and revenues within the fiscal year)
Financial Statements Independently Audited by a Certified Public Accountant (If organization received more than \$250,000 in annual support and revenues within the fiscal year)

Legal Name of Vendor

Signature of Authorized Officer / Date

Phone Number

Print Name / Title of Signer

Vendor's Address

Email

City / State / Zip Code

Vendor's EIN

Submit signed Certification with all attachments to the Mayor's Office of Contract Services
Attn: Lishawn Alexander | CBO Analyst | Fax: (212) 312-0997 | Email: cbo@cityhall.nyc.gov



**Mayor's Office of
Contract Services**

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

Training Attendance Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DIRECTIONS:

Please complete the statement below and return this certification to the City Contracting Agency, in lieu of a copy of the City of New York Capacity Building Training Certificate of Completion. If the attendee has their Certificate of Completion, a copy of that Certificate must be submitted to the City Contracting Agency and this form is not necessary.

I certify that the senior manager or board member listed below completed a Capacity Building Training for Council-Funded Community Partners on ____/____/____. Furthermore, I certify that _____ continues to serve as an employee or a board member.

Attendee's Name

Attendee's Title

Phone Number of Training Attendee

Email Address of Training Attendee

Legal Name of Vendor

Vendor's EIN

Vendor's Address

Signature of Authorized Official/ Date

City, State, Zip Code

Print Name/ Title of Signer

Submit signed certification to the City Agency that requested it.



Certification Regarding Substantiated Cases of Client Abuse or Neglect

The City requires each organization with which it contracts for the provision of human client services to: 1) certify that no substantiated case of client abuse or neglect by any employee of the organization (including a foster parent, if applicable) occurred during the latest 12 month period; OR 2) disclose each such substantiated case and provide a brief description of the case, the date of occurrence, level of severity and the case disposition, including an explanation of the action taken against the offender(s) and, if applicable, the organization. Complete the form below to certify or disclose, as applicable.

- This is to certify that no substantiated case of client abuse or neglect by any employee (including foster parents) of the organization named below has occurred during the latest 12 month period.
- This is to disclose that ___ case(s) of client abuse or neglect by an employee(s) of the organization named below was/were substantiated as having occurred during the latest 12 month period. An attachment to this form provides for each such substantiated case: a brief description of the case, the date of occurrence, level of severity and the case disposition, including an explanation of the action taken against the offender(s) and, if applicable, the organization.

Name of Organization (Print) _____

Name of Authorized Representative (Print) _____

Title of Authorized Representative (Print) _____

Signature of Authorized Representative _____

Date ___/___/___



Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one): <input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i> <input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i> <input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i>
--

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

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

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



PRODUCER

INSURED

NAME OF CBO

ADDRESS

CITY, STATE, ZIP CODE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY		07/01/11	07/01/12	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMPIOP AGG \$ 3000000 Emp Ben. 1000000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY				
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

SAMPLE OF CERTIFICATE OF GENERAL LIABILITY INSURANCE

TO BE SUBMITTED BY A CBO NOT PARTICIPATING IN CIP

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of New York, including its officials and employees, is included as Additional Insured for liability arising out of the operations of the named insured with coverage at least as broad as the most recently issued ISO Form CG 20 10. # 1

CERTIFICATE HOLDER

The City of New York

CITYO05

2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NAME OF CBO
ADDRESS
CITY, STATE, ZIP CODE

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		07/01/11	07/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COM/POP AGG \$ 3000000 Emp Ben. 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

SAMPLE OF CERTIFICATE OF GENERAL LIABILITY INSURANCE

TO BE SUBMITTED BY A CBO NOT PARTICIPATING IN CIP AND PROVIDING SERVICES AT DOE OR NYCHA SITES (OR BOTH)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of New York and the Board of Education of the City School District of the City of New York [or New York City Housing Authority] are included as Additional Insured for liability arising out of the operations of the named insured with coverage at least as broad as the most recently issued ISO form CG 20 10. # 1

CERTIFICATE HOLDER

The City of New York

CITY005

2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Instructions for completing Exhibit A-1 – Designated Program Services Workscope

Please be sure to read the Requirements for All Designate Program Services as it contains terms your organization must abide by under this contract. Each section of the Exhibit A-1 must be fully completed in order for your contract to be accepted.

Designated Program Services Overview (page 1)

You must complete this form providing the program name, program contact person with telephone and e-mail address and the site address the program is run at.

- If your program operates at multiple sites, you must detail each site address
- If your organization runs multiple programs funded in whole or in part by City Council Discretionary Funds, you must complete one (1) Overview for each program
- You must indicate whether the program services you are providing are Community Board, Council District, Borough or Citywide in scope
- You must select each program area that applies to the program(s) your organization is offering

Summary of Designated Program Services (page 2)

You must complete one (1) Summary of Designated Program Services for each program your organization operates that will be funded in whole or in part by City Council Discretionary Funds.

Please note: The program services your organization provides must match the purpose of funds for your discretionary allocation as detailed by City Council in the Schedule C or subsequent Transparency Resolution.

- You must indicate the number of participants/clients served by your program(s)
- You must fully detail and explain the activities/services your program(s) will provide including hours and dates of operation and location. Please be sure to distinguish between office hours and program hours of operation
- You must detail and explain how the discretionary funds will be used by your program(s)

Enrollment and Activity Schedules (page 3)

You must complete one (1) Schedule for each program your organization operates that will be funded in whole or in part by City Council Discretionary Funds. The information you provide in this section must correlate with the information provided in the Summary of Designated Program Services.

- Demographics – You must provide a demographic breakdown of the participants to be served by your program(s) according to ethnicity, age, geographic location and gender
- Schedule – You must provide the dates your program is in operation (from when, until when), the days of the week your program is offered and the hours of the day. As above, please distinguish between office hours and program hours of operation

Please Note: School Day programs serving school age children are not permitted - Enrollment Plan – You must provide a breakdown of the number of participants your program will serve for each quarter of the fiscal year. The total number should match the number of participants indicated in the Summary of Designated Program Services.

- One Time Events – If your program offers single or multiple one-time events in lieu of or in conjunction with regularly scheduled dates of operation, you must detail the dates, times, locations and number of participants expected for each such event.

If you have any questions or need any assistance please contact your Contract Specialist or e-mail discretionary@dycd.nyc.gov.

Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
----------------	--	--

1

2

3

4

5

6

Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date