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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission Scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, January 25, 2012 at 10:00 A.M.

BOROUGH OF MANHATTAN Nos. 1 & 2 POST OFFICE GARAGE No. 1

CD 4 C 110374 ZSM
IN THE MATTER OF an application submitted by Post Office Garage, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 13-562 and 74-52 of the Zoning Resolution to allow an attended public parking garage with a maximum capacity of 309 spaces within an existing 8-story garage building including two cellar levels and to permit some of such spaces to be located on the roofs of such garage building, on property located at 340 West 31st Street (Block 754, Lot 63), in a C6-3X District.

Plans for this proposal are on file with the City Planning Commission and may be seen in Room 3N, 22 Reade Street, New York, N.Y. 10007.

No. 2

CD 4 C 120085 ZSM
IN THE MATTER OF an application submitted by Post Office Garage, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-54 of the Zoning Resolution to modify the rear yard requirements of Section 33-292 (Required yards along district boundary coincident with rear lot lines of two adjoining zoning lots) to allow a 20-foot rear yard 23 feet above curb level for an existing 8-story attended public parking garage building*, on property located at 340 West 31st Street (Block 754, Lot 63), in a C6-3X District.

*Note: A public parking garage is proposed under a related, concurrent application (C 110374 ZSM).

Plans for this proposal are on file with the City Planning Commission and may be seen in Room 3N, 22 Reade Street, New York, N.Y. 10007.

BOROUGH OF STATEN ISLAND No. 3 NEW CREEK BLUEBELT

CD 2 C 110343 PCR
IN THE MATTER OF an application submitted by the Department of Environmental Protection and the Department of Citywide Administrative Services, pursuant to Section 197-c

of the New York City Charter for the site selection and acquisition of properties generally bounded by Dongan Hills Avenue, Olympia Boulevard and Buel Avenue (Block 3708, Lots 35 and 43); including the bed of Olympia Boulevard from Dongan Hills Avenue to Buel Avenue; and a portion of the bed of Buel Avenue; for the storage and conveyance of storm water.

YVETTE V. GRUEL, Calendar Officer
City Planning Commission
22 Reade Street, Room 2E
New York, New York 10007
Telephone (212) 720-3370

j11-25

COMMUNITY BOARDS

■ PUBLIC HEARINGS

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 18 - Wednesday, January 18, 2012, 8:00 P.M., Kings Plaza Community Room, Flatbush Avenue and Avenue V, Brooklyn, NY

Mill Basin Projects C 120108ZMK

IN THE MATTER OF an application submitted by NYC Department of Small Business Services pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, changing from a C3 district to a C8-1 district property.

C 120111PPK

IN THE MATTER OF an application submitted by NYC Department of Small Business Services (SBS), pursuant to Section 197-c of the New York City Charter, for disposition of a city-owned property located at 2875 Flatbush Avenue, which includes the disposition of an easement.

C 070512MMK

IN THE MATTER OF an application submitted by NYC Department of Small Business Services pursuant to Sections 1302, 197-c and 199 of the New York City Charter for an amendment to the City Map including authorization for any disposition or acquisition of real property related thereto.

j12-18

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 08 - Thursday, January 19, 2012 at 7:30 P.M., Holliswood Hospital, 87-37 Palermo Street, Holliswood, NY

HeartShare Human Services Community Residence
200-23 Pompeii Road
As provided in Section 41-34 of the Mental Health Law, formal notification of the interest and intent of HeartShare Human Services of New York under the auspices of the New York State Office for People with Developmental Disabilities to establish a community residence for (6) six disabled

persons, a site evaluation has been conducted by an independent architect and it has been determined that the site is suitable for use as a community residence.

j13-19

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 08 - Wednesday, January 18, 2012, 7:30 P.M., Lander College for Men, 75-31 150th Street, Rm. 116, Flushing, NY

BSA# 128-10-BZ

147-58 77th Road
An application filed on behalf of the Jewish Center of Kew Gardens Hills, Inc., pursuant to Section 72-21 of the Zoning Resolution of the City of New York, to seek an amendment to the recently approved variance to permit the proposed (3) story and mezzanine level UG 4 Synagogue and associated religious school and Rabbi's apartment. The owner wishes to allow the increase in proposed building height, total floor area and to include an elevator lift for handicap access.

j12-18

CONSUMER AFFAIRS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, PURSUANT TO LAW, that the New York City Department of Consumer Affairs will hold a Public Hearing on Wednesday, January 18th, 2012 at 2:00 P.M., at 66 John Street, 11th floor, in the Borough of Manhattan, on the following petitions for sidewalk café revocable consent:

- 356 West 44th St. Restaurant Inc.
356 West 44th Street, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 40-01 Northern Boulevard Corp.
40-01 Northern Boulevard, in the Borough of Queens (To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- AAM Restaurant
415 Third Avenue, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Albachiara, LLC
10 Reade Street, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Angelo of Mulberry Street Inc.
146 Mulberry Street, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Apicio LLC
359 Six Avenue, in the Borough of Manhattan (To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Artopolis Café LTD.
1090 Amsterdam Avenue, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Bread Of Life, LLC
1712 Second Avenue, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Broadway & 166th, L.L.C.
3956 Broadway, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- Broadway & 166th, L.L.C.
3956 Broadway, in the Borough of Manhattan (To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- Carmine's Broadway Feast Inc.
2450 Broadway, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)

- 12) Classic Food Inc.
267 Columbus Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 13) CMR Corp.
249-251 Columbus Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 14) Dana's LLC
630 Ninth Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 15) First Dacia Corporation
4306 43rd Avenue, in the Borough of Queens
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 16) Kieffer & Norell LLC
2665 Broadway, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 17) Mafra Restaurant Corp.
180 Columbus Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 18) Marco Polo Take Out LLC
347 Court Street, in the Borough of Brooklyn
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 19) Mill Korean Restaurant Inc.
2895 Broadway, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 20) MXCO CAFÉ, LLC
1491 Second Avenue, in the Borough of Manhattan
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 21) My Most Favorite 72nd St. Corp.
247 West 72 Street, in the Borough of Manhattan
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 22) New Bella Luna, Inc.
584 Columbus Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 23) Noho Star Inc.
330 Lafayette Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 24) Pazzia LLC
1574 Second Avenue, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 25) PQ 53rd Street, Inc.
7 East 53rd Street, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 26) Salsa Salon, Inc.
47 East 12th Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 27) Sammy's S.B. Rest. Corp.
64 City Island Avenue, in the Borough of Bronx
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 28) SOI 30 Inc.
430 Third Avenue, in the Borough of Manhattan
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 29) Strokos Gourmet Deli Inc.
1090 Amsterdam Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 30) TB 584 Amsterdam Rest. Corp.
584 Amsterdam Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 31) The Original Vincent's Established 1904 Inc.
119 Mott Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 32) Thompson Rest. Inc.
358 West 44th Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 33) Vino Five Group, LLC
201 East 31st Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)

Individuals requesting Sign Language Interpreters should contact the Department of Consumer Affairs, Licensing division, 42 Broadway, 5th Floor, New York, NY 10004, (212) 487-4379, no later than five (5) business days before the hearing.

☛ j13

FRANCHISE AND CONCESSION REVIEW COMMITTEE

PUBLIC MEETING

NOTICE OF SPECIAL PUBLIC MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT the Franchise and Concession Review Committee (FCRC) will hold a Special Public Meeting on Wednesday, January 18, 2012 at 3:30 PM at 22 Reade Street, Spector Hall, Borough of Manhattan in the following matter: the New York City Department of Parks and Recreation is seeking FCRC approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a concession agreement with Trump Ferry Point LLC for the operation, management and

maintenance of an 18-hole Jack Nicklaus Signature golf course, driving range and ancillary facilities and the design, construction, operation, management and maintenance of a permanent clubhouse at Ferry Point Park, the Bronx, for one (1) twenty-year term. Compensation to the City will consist of the higher of the minimum annual fee (Years 1-4: no fee; Year 5: \$300,000; Year 6: \$310,000; Year 7: \$320,000; Year 8: \$330,000; Year 9: \$340,000; Year 10: \$360,000; Year 11: \$370,000; Year 12: \$380,000; Year 13: \$390,000; Year 14: \$400,000; Year 15: \$410,000; Year 16: \$420,000; Year 17: \$440,000; Year 18: \$450,000; Year 19: \$460,000; and Year 20: \$470,000) or an annual percentage of the gross receipts derived from the operation of the Licensed Premises (Years 1-4: 0%; Years 5-12: 7%, Years 13-15: 8%, and Years 16-20: 10%) plus 3% of sublicense gross receipts in Years 5-20.

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, NY 10007 (212) 788-7490 as soon as is practicable. TDD users should call Verizon relay service.

☛ j13-18

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **January 24, 2012 at 9:30 A.M.** in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

BINDING REPORT
BOROUGH OF QUEENS 12-6001 - Block, 5917, lot 1-Building 325 - Fort Totten Historic District
A Colonial Revival style artillery barracks and mess hall designed by the Office of the Quartermaster General and built in 1893-94, with an addition added in 1904. Application is to reconstruct the entryway, install a barrier-free access lift, and relocate the flagpoles. Community District 7.

BINDING REPORT
BOROUGH OF QUEENS 12-7189 - Block 5917, lot 1-Building 207 and 207A - Fort Totten Historic District
A Colonial Revival style semi-attached residence designed by the Office of the Quartermaster General and built in 1905. Application is to install a barrier-free access lift and ramps, and remove windows. Community District 7.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-5844 - Block 1144, lot 57-588 Vanderbilt Avenue - Prospect Height Historic District
A Romanesque Revival/Renaissance Revival style flats building designed by Timothy Remsen and built in 1891. Application is to legalize alterations to the stoop and replacement of ironwork without Landmarks Preservation Commission permits. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-5949 - Block 27, lot 7501-97-111 Water Street, aka 1-33 Main Street and 82-90 Plymouth Street - DUMBO Historic District
An Industrial neo-Classical style factory building designed by William Higginson and built in 1914. Application is to replace ground floor infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-6503 - Block 214, lot 15-12 Middagh Street - Brooklyn Heights Historic District
A 19th century carriage house. Application is to alter the ground floor. Community District 2.

BINDING REPORT
BOROUGH OF MANHATTAN 12-7224 - Block 1, lot 10-Governors Island - Governors Island Historic District
A portion of an island in New York Harbor containing fortifications and a range of military buildings dating from the early 19th century to the 1930s. Application is to alter landscape features, and install way finding signage, benches, lighting and alter railings. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-5760 - Block 179, lot 59-155 Franklin Street - Tribeca West Historic District
A store and loft building built in 1882 designed by George DaCunha with a neo-Grec style facade added in 1902. Application is to modify the penthouse. Zoned C6-2A. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-5206 - Block 195, lot 3-388 Broadway, aka 16 Cortlandt Alley - Tribeca East Historic District
An Italianate style store and loft building designed by King and Kellum and built in 1859. Application is to construct rooftop additions. Zoned C2-4. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-7481 - Block 605, lot 8-487 Hudson Street - Greenwich Village Historic District
A school building designed by Thomas M. Bell and built in the early 1950's with an adjacent playground. Application is to construct an addition on a portion of the playground. Zoned R6. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-7958 - Block 592, lot 79-123 Washington Place - Greenwich Village Historic District
A transitional Federal style rowhouse, built in 1831. Application is to construct a rear yard addition and excavate the rear yard. Zoned R6. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6750 - Block 617, lot 47-208 West 13th Street - Greenwich Village Historic District
An Italianate style school building built between 1869 and 1899. Application is to replace doors. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6141 - Block 583, lot 29-32 Morton Street - Greenwich Village Historic District
A utilitarian building designed by Hobart B. Upjohn and built in 1920. Application is to enlarge window openings. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6381 - Block 572, lot 66-47 West 8th Street - Greenwich Village Historic District
A Greek Revival style rowhouse built in 1845 and altered in the early 20th Century to accommodate stores at the first two floors. Application is to legalize facade alterations without Landmarks Preservation Commission permits and install new storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-8252 - Block 622, lot 17-396 Bleecker Street - Greenwich Village Historic District
A townhouse built in 1852-53. Application is to install storefronts. Zoned C1-6. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6965 - Block 590, lot 10-275 Bleecker Street - Greenwich Village Historic District
Extension II
A Federal/Italianate style rowhouse, built c.1818 and altered in 1876. Application is to legalize the re-cladding of the base of the building without Landmarks Preservation Commission permits. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-7038 - Block 522, lot 14-640 Broadway, aka 172 Crosby Street and 60-74 Bleecker Street - NoHo Historic District
A Classical Revival style store, loft, and office building designed by DeLemos and Cordes, and built in 1896-97. Application is to amend a Master Plan governing the future installation of storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-2910 - Block 719, lot 20-433 West 21st Street - Chelsea Historic District
An apartment house designed by Springsteen & Goldhammer and built in 1930. Application is to establish a master plan governing the future installation of through-the-window air conditioners. Community District 4.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6334 - Block 856, lot 9-11 East 26th Street, aka 6-8 East 27th Street - Madison Square North Historic District
A neo-Gothic style store and loft building designed by Rouse & Goldstone and built in 1912-13. Application is to replace storefront infill. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-4278 - Block 1120, lot 38-12 West 68th Street - Upper West Side/Central Park West Historic District
A Queen Anne style house designed by Louis Thouvard and built in 1895, with an attached studio building designed by Edwin C. Georgi and built in 1925. Application is to demolish a rooftop addition constructed without Landmarks Preservation Commission permits, and alter the facade and construct a new rooftop addition. Zoned R8 and R10A. Community District 7.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6926 - Block 1218, lot 29-101 West 87th Street - Upper West Side/Central Park West Historic District
A Modern style apartment building designed by Judith Edelman and built in 1984-87. Application is to alter the facade and to install a marquee. Zoned C1-9/R7-2. Community District 7.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6425 - Block 1406, lot 54-150 East 72nd Street - Upper East Side Historic District
Extension
A Renaissance Revival style apartment building designed by Schwartz & Gross, and built in 1913-14. Application is to construct an addition within the courtyard and install mechanical equipment. Zoned C1-5, R10A. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-7519 - Block 1459, lot 22-419 East 64th Street, aka 430 East 65th Street - City and Suburban Homes Company, First Avenue Estate - Individual Landmark
Two 6-story apartment buildings designed by Philip H. Ohm, built as part of the model tenement complex City and Suburban Homes First Avenue Estates in 1914-15, and altered in 2006. Application is to demolish the buildings, pursuant to RCNY 25-309 on the grounds that they generate an insufficient economic return. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-6786 - Block 1502, lot 47-62 East 91st Street - Carnegie Hill Historic District
A Renaissance Revival style rowhouse designed by Gilbert A. Schellenger and built in 1887-88. Application is to construct rear yard and rooftop additions. Zoned R8B. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-7736 - Block 2057, lot 32-471 West 140th Street - Hamilton Heights Historic District
A Beaux-Arts style town house, designed by George Ebert and built in 1901-1902. Application to legalize the construction of a rear two-story porch and painting the facade without Landmarks Preservation Commission permits. Community District 9.

j10-24

TUESDAY, JANUARY 17, 2012

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, January 17, 2012 at 1:30 P.M.**, at the Landmarks Preservation Commission will conduct a *public hearing* in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmark and Landmark Site. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

ITEMS TO BE HEARD**PUBLIC HEARING ITEM NO.1**

LP-2492
PROPOSED EAST 10TH STREET HISTORIC DISTRICT,
Borough of Manhattan

Boundary Description

The proposed East 10th Street Historic District consists of the property bounded by a line beginning at the intersection of the northern curblines of East 10th Street and the eastern curblines of Avenue A, continuing northerly along the eastern curblines of Avenue A to its intersection with a line extending westerly from northern property line of 293 East 10th Street, easterly along the northern property line of 293 East 10th Street, northerly along a portion of the western property line of 295 East 10th Street, easterly along the northern property lines of 295 to 299 East 10th Street, southerly along a portion of the eastern property line of 299 East 10th Street, easterly along the northern property lines of 301 to 303 East 10th Street and a portion of the northern property line of 305 East 10th Street, northerly along a portion of the western property line of 305 East 10th Street, easterly along a portion of the northern property line of 305 East 10th Street and the northern property line of 307 East 10th Street, southerly along a portion of the eastern property line of 307 East 10th Street, easterly along the northern property line of 309 East 10th Street, southerly along a portion of the eastern property line of 311 to 319 East 10th Street, southerly along a portion of the eastern property line of 319 East 10th Street, easterly along the northern property line of 321 East 10th Street, northerly along a portion of the western property line of 323 East 10th Street, easterly along the northern property lines of 323 to 339 East 10th Street, southerly along a portion of the eastern property line of 339 East 10th Street, easterly along the northern property lines of 341 to 345 East 10th Street to the western curblines of Avenue B, southerly along the western curblines of Avenue B to its intersection with the northern curblines of East 10th Street, westerly along the northern curblines of East 10th Street to the point of the beginning.

PUBLIC HEARING ITEM No. 2

LP-2489
PROPOSED CROWN HEIGHTS NORTH III HISTORIC DISTRICT,
Borough of Brooklyn

Boundary Description

The Proposed Crown Heights North III Historic District consists of the properties bounded by a line beginning at the northeast corner of Kingston Avenue and Pacific Street, extending southerly across Pacific Street and along the eastern curblines of Kingston Avenue, crossing Dean Street and Bergen Street, to the southeast corner of Kingston Avenue and Bergen Street, and continuing westerly across Kingston Avenue to the southwest corner of Kingston Avenue and Bergen Street, southerly along the western curblines of Kingston Avenue to the northwest corner of Kingston Avenue and St. Mark's Avenue, easterly across Kingston Avenue to the northeast corner of Kingston Avenue and St. Mark's Avenue, southerly across St. Mark's Avenue and along the eastern curblines of Kingston Avenue, crossing Prospect Place and Park Place, to the southeast corner of Kingston Avenue and Park Place, westerly across Kingston Avenue, along the southern curblines of Park Place, and across Brooklyn Avenue to the southwest corner of Brooklyn Avenue and Park Place, southerly along the western curblines of Brooklyn Avenue to the point formed by its intersection with a line extending westerly from the southern property line of 277 Brooklyn Avenue, across Brooklyn Avenue and easterly along the southern property lines of 277 Brooklyn Avenue and 968 to 982 (block 1264, lot 116) Lincoln Place, southerly along the western property line of 982 Lincoln Place, northeasterly along the southern property lines of 982, 984 (block 1264, lot 17), and 986 (block 1264, lot 18) Lincoln Place, southerly along the western property line of 988 Lincoln Place, easterly along the southern property lines of 988 to 994 Lincoln Place, northerly along the eastern property line of 994 Lincoln Place, easterly along the southern property line of 996 Lincoln Place, northerly along the eastern property line of 996 Lincoln Place and across Lincoln Place to the northern curblines of Lincoln Place, easterly along said curblines and across Kingston Avenue to the northeast corner of Kingston Avenue and Lincoln Place, southerly across Lincoln Place and along the eastern curblines of Kingston Avenue, easterly along the southern property line of 285 Kingston Avenue, northerly along the eastern property lines of 285 and 283 Kingston Avenue, easterly along the southern property lines of 1050 to 1110 Lincoln Place, northerly along the eastern property line of 1110 Lincoln Place and across Lincoln Place to the northern curblines of Lincoln Place, easterly along said curblines to the northwest corner of Albany Avenue and Lincoln Place, northerly along the western curblines of Albany Avenue, westerly along the northern property line of 288 Albany Avenue, northerly along the eastern property line of 1107 Lincoln Place, westerly along the northern property lines of 1107 to 1103 Lincoln Place, northerly along the eastern property line of 1103 Lincoln Place, westerly along

the northern property lines of 1103 to 1097 Lincoln Place, southerly along the western property line of 1097 Lincoln Place, westerly along the northern property lines of 1095 to 1079 Lincoln Place, southerly along the western property line of 1079 Lincoln Place, westerly along the northern property line of 1077 Lincoln Place, southerly along the western property line of 1077 Lincoln Place, westerly along the northern property line of 1075 Lincoln Place, southerly along the western property line of 1075 Lincoln Place, westerly along the northern property line of 1073 Lincoln Place, southerly along the western property line of 1073 Lincoln Place, westerly along the northern property line of 1071 Lincoln Place, southerly along the western property line of 1071 Lincoln Place, westerly along the northern property line of 1069 Lincoln Place, southerly along the western property line of 1069 Lincoln Place, westerly along the northern property line of 1067 Lincoln Place, southerly along the western property line of 1067 Lincoln Place, westerly along the northern property lines of 1065 and 1063 Lincoln Place, northerly along the eastern property line of 1061 Lincoln Place, westerly along the northern property line of 1061 Lincoln Place, northerly along the eastern property line of 1059 Lincoln Place, westerly along the northern property lines of 1059 to 1049 Lincoln Place, southerly along the western property line of 1049 Lincoln Place, westerly along the northern property line of 267 Kingston Avenue and across Kingston Avenue to the western curblines of Kingston Avenue, northerly along the western curblines of Kingston Avenue, westerly along the northern property lines of 260 Kingston Avenue and 1025 to 979 Lincoln Place, northerly along the eastern property line of 1034 St. John's Place and across St. John's Place to the northern curblines of St. John's Place, easterly along the northern curblines of St. John's Place, northerly along the eastern property lines of 1045 St. John's Place and 1062-1062A Sterling Place and across Sterling Place to the northern curblines of Sterling Place, easterly along said curblines and across Kingston Avenue to the point formed by its intersection with a line extending northerly from the western property line of 1120 Sterling Place, southerly across Sterling Place and along the western property line of 1120 Sterling Place, easterly along the southern property line of 1120 Sterling Place, northerly along the eastern property line of 1120 Sterling Place, easterly along the southern property lines of 1134-1134A, 1136-1136A, and 1138-1138A Sterling Place, southerly along the western property lines of 36-36A to 48-48A Hampton Place, easterly along the southern property line of 48-48A Hampton Place, northerly along the western curblines of Hampton Place to the point formed by its intersection with a line extending westerly from the southern property line of 41-41A Hampton Place, easterly across Hampton Place and along the southern property line of 41-41A Hampton Place, northerly along the eastern property lines of 41-41A Hampton Place to 33-33A Hampton Place, easterly along the southern property lines of 1156 to 1180 Sterling Place, northerly along the eastern property line of 1180 Sterling Place and across Sterling Place to the northern curblines of Sterling Place, easterly along the northern curblines of Sterling Place, across Albany Avenue, and continuing along the northern curblines of Sterling Place, northerly along the eastern property lines of 253 Albany Avenue (aka 1201 Sterling Place) to 227 Albany Avenue (aka 1170 Park Place) to the southern curblines of Park Place, westerly along the southern curblines of Park Place and across Albany Avenue to the southwest corner of Albany Avenue and Park Place, northerly across Park Place and along the western curblines of Albany Avenue, westerly along the southern curblines of Prospect Place to the point formed by its intersection with a line extending southerly from the eastern lot line of 1111 Prospect Place, northerly across Prospect Place and along the eastern property line of 1111 Prospect Place, easterly along the southern property lines of 970 and 974 St. Mark's Avenue, northerly along the eastern property line of 974 St. Mark's Avenue, easterly along the southern property lines of 976 to 982 St. Mark's Avenue, northerly along the eastern property line of 982 St. Mark's Avenue, easterly along the southern curblines of St. Mark's Avenue to the southwest corner of St. Mark's Avenue and Albany Avenue, northerly across St. Mark's Avenue to the northwest corner of St. Mark's Avenue and Albany Avenue, westerly along the northern curblines of St. Mark's Avenue, northerly along the eastern property line of 947 St. Mark's Avenue, easterly along the southern property lines of 1352 to 1358 Bergen Street, northerly along the eastern property line of 1358 Bergen Street, across Bergen Street, and along the eastern property lines of 1357 Bergen Street and 1470 Dean Street, westerly along the southern curblines of Dean Street to the point formed by its intersection with a line extending southward from the eastern property line of 1465 Dean Street, northerly across Dean Street and along the eastern property line of 1465 Dean Street, westerly along the northern property line of 1465 Dean Street, northerly along the eastern property line of 1506 Pacific Street and across Pacific Street to the northern curblines of Pacific Street, easterly along the northern curblines of Pacific Street, northerly along the eastern property line of 1559 Pacific Street, westerly along the northern property lines of 1559 to 1515 Pacific Street, southerly along the western property line of 1515 Pacific Street, westerly along the northern property line of 1513 Pacific Street, southerly along the western property line of 1513 Pacific Street, westerly along the northern property lines of 1509 to 1505 Pacific Street, and southerly along the eastern curblines of Kingston Avenue to the point of beginning.

j9-17

TRANSPORTATION**■ PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945 commencing at 2:00 P.M. on Wednesday, January 18, 2012. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor SW, New York, NY 10041, or by calling (212) 839-6550.

#1 In the matter of a proposed revocable consent authorizing Even Clearer Skies, LLC to construct, maintain and use

planted areas on the north sidewalk of Ingraham Street, east of Knickerbocker Avenue, and on the east sidewalk of Knickerbocker Avenue, north of Ingraham Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2022 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

From the Approval Date to June 30, 2022 - \$246/annum.

the maintenance of a security deposit in the sum of \$2,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#2 In the matter of a modification of revocable consent authorizing New York University to construct, maintain and use an additional conduits under, along and across East 10th Street, east of Fifth Avenue, in the Borough of Manhattan. The proposed modified revocable consent is for a term of two years from the date of approval by the Mayor to June 30, 2014 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period July 1, 2011 to June 30, 2012 - \$45,332 + \$4,018/annum

(prorated from the date of Approval by the Mayor)

For the period July 1, 2012 to June 30, 2013 - \$50,402

For the period July 1, 2013 to June 30, 2014 - \$51,454

the maintenance of a security deposit in the sum of \$10,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#3 In the matter of a proposed revocable consent authorizing Royal Blue Realty Holdings Inc. to continue to maintain and use a planted area on the south sidewalk of Christopher Street between Washington and West Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2012 to June 30, 2022 and provides among other terms and conditions for compensation payable to the city according to the following schedule:

For the period from July 1, 2012 to June 30, 2022 - \$2,340/annum.

the maintenance of a security deposit in the sum of \$3,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#4 In the matter of a proposed revocable consent authorizing SDS Lincoln 155 LLC to construct, maintain and use fenced-in area on the north sidewalk of Cranberry Street, east of Willow Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2022 and provides among others terms and condition for compensation payable to the city according to the following schedule:

From the Approval Date to June 30, 2022 - \$25/annum

the maintenance of a security deposit in the sum of \$5,000 and filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#5 In the matter of a proposed revocable consent authorizing Metropolitan Transportation Authority-Long Island Rail Road to construct, maintain and use pipes, together with tree (3) manholes, under the north sidewalk of Pacific Avenue, east of Sixth Avenue, and under the west sidewalk of Vanderbilt Avenue, north of Pacific Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2022 and provides among others terms and condition for compensation payable to the city according to the following schedule:

From the Approval Date to June 30, 2012 - \$1,447/annum

For the period July 1, 2012 to June 30, 2013 - \$1,489

For the period July 1, 2013 to June 30, 2014 - \$1,531

For the period July 1, 2014 to June 30, 2015 - \$1,573

For the period July 1, 2015 to June 30, 2016 - \$1,615

For the period July 1, 2016 to June 30, 2017 - \$1,657

For the period July 1, 2017 to June 30, 2018 - \$1,699

For the period July 1, 2018 to June 30, 2019 - \$1,741

For the period July 1, 2019 to June 30, 2020 - \$1,783

For the period July 1, 2020 to June 30, 2021 - \$1,825

For the period July 1, 2021 to June 30, 2022 - \$1,867

the maintenance of a security deposit in the sum of \$5,000 and filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#6 In the matter of a modification of revocable consent authorizing Jeremy Lechtzin and Amy B. Klein to construct, maintain and use a fenced-in area on the north sidewalk of Hicks Street, east of Cranberry Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of seven years from the date of approval by the Mayor to June 30, 2019 and provides among others terms and condition for compensation payable to the city according to the following schedule:

From the Approval Date to June 30, 2019 - \$25/annum

the maintenance of a security deposit in the sum of \$8,000 and filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

d28-j18

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

SALE BY AUCTION

PUBLIC AUCTION SALE NUMBER 12001-J

NOTICE IS HEREBY GIVEN of a public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on Wednesday, January 25, 2012 (SALE NUMBER 12001-J). Viewing is on auction day only from 8:30 A.M. until 9:00 A.M. The auction begins at 9:00 A.M.

LOCATION: 570 Kent Avenue, Brooklyn, NY (in the Brooklyn Navy Yard between Taylor and Clymer Streets).

A listing of vehicles to be offered for sale in the next auction can be viewed on our website, on the Friday prior to the sale date at: <http://www.nyc.gov/autoauction> or <http://www.nyc.gov/autoauctions>

Terms and Conditions of Sale can also be viewed at this site. For further information, please call (718) 417-2155 or (718) 625-1313.

j12-25

POLICE

OWNERS ARE WANTED BY THE PROPERTY CLERK DIVISION OF THE NEW YORK CITY POLICE DEPARTMENT.

The following listed property is in the custody, of the Property Clerk Division without claimants.

Recovered, lost, abandoned property, property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves.

Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.

INQUIRIES

Inquiries relating to such property should be made in the Borough concerned, at the following office of the Property Clerk.

FOR MOTOR VEHICLES

(All Boroughs):

- * College Auto Pound, 129-01 31 Avenue, College Point, NY 11354, (718) 445-0100
- * Gowanus Auto Pound, 29th Street and 2nd Avenue, Brooklyn, NY 11212, (718) 832-3852
- * Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2029

FOR ALL OTHER PROPERTY

- * Manhattan - 1 Police Plaza, New York, NY 10038, (212) 374-4925.
- * Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675.
- * Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806.
- * Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678.
- * Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484.

j1-d31

PROCUREMENT

"The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination. The contracting opportunities for construction/construction services and construction-related services that appear in the individual agency listings below reflect that commitment to excellence."

ADMINISTRATION FOR CHILDREN'S SERVICES

SOLICITATIONS

Human / Client Services

NON-SECURE DETENTION GROUP HOMES – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 06811N0004 – DUE 05-31-13 AT 2:00 P.M. – The Administration for Children's Services, Division of Youth and Family Justice is soliciting applications from organizations interested in operating non-secure detention group homes in New York City. This is an open-ended solicitation; applications will be accepted on a rolling basis until 2:00 P.M. on 5/31/13.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038.
Patricia Chabla (212) 341-3505; Fax: (212) 341-3625;
patricia.chabla@dfa.state.ny.us

j1-n14

INTENT TO AWARD

Services (Other Than Human Services)

RECORD STORAGE, PICK-UP AND DELIVERY SERVICES – Negotiated Acquisition – PIN# 06808N0004CNVN003 – DUE 01-23-12 AT 12:00 P.M. – ACS has a legal mandate to keep case records pursuant to the official retention schedule.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Administration for Children's Services, 150 Williams Street, 9th Floor, New York, NY 10007.
Beverly Matthews (212) 341-3464; Fax: (212) 341-9830;
beverly.matthews@dfa.state.ny.us

j13-20

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

PAPER, INDEX #4 (BRISTOL) RE-AD – Competitive Sealed Bids – PIN# 8571200100 – DUE 01-30-12 AT 10:30 A.M.
● **SAIC ELECTRONIC DOSIMETERS BRAND SPECIFIC** – Competitive Sealed Bids – PIN# 8571200267 – DUE 01-30-12 AT 10:30 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007.
Anna Wong (212) 669-8610; Fax: (212) 669-7603;
dcasdmssbids@dcas.nyc.gov

j13

AWARDS

Goods

NYS CONTR FOR SECURITY INTRUSION - NYPD – Intergovernmental Purchase – PIN# 8571200331 – AMT: \$3,294,520.93 – TO: Bluewater Communications Group, 110 Parkway Drive South, Suite A, Hauppauge, NY 11788. NYS Contract #PT64525.

Suppliers wishing to be considered for a contract with the Office of General Services of New York State are advised to contact the Procurement Services Group, Corning Tower Room 3711, Empire State Plaza, Albany, NY 12242 or by phone: 518-474-6717.

j13

VENDOR LISTS

Goods

EQUIPMENT FOR DEPARTMENT OF SANITATION – In accordance with PPB Rules, Section 2.05(c)(3), an acceptable brands list will be established for the following equipment for the Department of Sanitation:

- A. Collection Truck Bodies
- B. Collection Truck Cab Chassis
- C. Major Component Parts (Engine, Transmission, etc.)

Applications for consideration of equipment products for inclusion on the acceptable brands list are available from: Mr. Edward Andersen, Procurement Analyst, Department of Citywide Administrative Services, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-8509.

j5-d31

EDUCATION

CONTRACTS AND PURCHASING

SOLICITATIONS

Human / Client Services

UNIVERSAL PREKINDERGARTEN SERVICES – Request for Proposals – PIN# R0922040 – DUE 03-05-12 AT 4:00 P.M. – Appropriate Early Childhood Field Office. The proposal process is intended to identify eligible high-quality early childhood providers who are willing to collaborate with the Office of Early Childhood Education UPK Field Office(s) to implement the Universal Prekindergarten Program in New York City districts with a high need for prekindergarten seats. This RFP is open to providers serving any of New York City's 32 community school districts. However, providers serving districts 10, 12, 17, 19, 23, and sites accredited by the National Association for the Education of Young Children (NAEYC) are strongly encouraged to apply. This proposal seeks vendors who can provide a consistent weekly schedule for a half day program (2.5 hours per day, between 8:00 A.M. and 4:30 P.M., 5 days per week for 180 days of the school year). The information received through the proposal process will be used by a UPK Field Office to award a contract to an early childhood provider who demonstrates the ability to comply with the requirements of the New York City Department of Education's Universal Prekindergarten Program goals, objectives and regulations. The term of the contract will be July 1, 2012 to June 30, 2015 and, at the NYC DOE's option, the contract may be extended for two (2) additional one-year periods or one (1) additional period of two (2) years. Vendors with existing contracts with Administration for Children's Services (ACS) for Child Care and/or Head Start contracts will not be invited to respond to this Request for Proposal.

Vendors awaiting an EarlyLearn NYC contract decision may apply to this RFP, but proposals for sites being considered for EarlyLearn NYC will not be evaluated by the NYCDOE until after EarlyLearn NYC contracts are awarded sometime in March. Sites that are awarded an EarlyLearn NYC contract will not be considered for NYCDOE UPK contracts. Eligible vendors must have the following minimum qualifications: *A minimum of 12 months experience in providing the services proposed/requested prior to submission of this proposal as one of the following types of providers: Child Care Center, Family Child Care, Group Family Day Care, Head Start, Nursery School, Pre-School Special Education, Article 43 School-Based Pre-school Instructional Programs. *Community Based organizations affiliated with charter schools are eligible to apply if they have a minimum of 12 months experience serving early childhood ages (birth-5) and have one of above mentioned permits *A current and valid license, letter and/or permit issued by either the DOHMH Child Care Services Permit or the NYS Office of Children and Family Services Group Family Child Care License or the NYS Office of Children and Family Services Family Child Care Registration Article 43 School-Based Pre-school Instructional Program Filing Certificate. *Current and valid Insurance Certificate and Worker's Compensation Certificate. If you cannot download this RFP, please send an e-mail to VendorHotline@schools.nyc.gov with the RFP number and title in the subject. For all questions related to this RFP, please send an e-mail to MNeedle@schools.nyc.gov, DThompson9@schools.nyc.gov, SHargra@schools.nyc.gov with the RFP number and title in the subject line of your e-mail.

There will be a PRE-PROPOSAL Conference on February 6th, 2012 at Brooklyn Borough Hall - 209 Joralemon St., Brooklyn NY 11201 - Court Room, 9:00 A.M. - 11:00 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Appropriate Early Childhood Field Office. Vendor Hotline Phone: (718) 935-2300; vendorhotline@schools.nyc.gov

j13

RELATED SERVICES AND SCHOOL NURSING

SERVICES 2012-2015 – Request for Proposals – PIN# R0927040 – DUE 02-21-12 AT 1:00 P.M. – The New York City Department of Education (NYCDOE) is seeking proposals from experienced organizations eligible to provide services pursuant to an approved individualized Education Program (IEP) to school-age (age 5-21) and preschool age (age 3-5) students. In addition, the RFP seeks the provision of school nursing services for both special education and general education students. If you cannot download or receive the RFP electronically, call (718) 935-2300 or e-mail vendorhotline@schools.nyc.gov with the RFP number and title in the subject line of your e-mail. All RFP R0927 questions should be e-mailed to kcatania@schools.nyc.gov, pfrey@schools.nyc.gov, and amopper@schools.nyc.gov.

There will be a pre-proposal conference at 4:00 P.M. on January 17th, 2012 at Murray Bergtraum High School, Auditorium, 411 Pearl Street, NY, NY 10038.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Education, 65 Court Street, Room 1201 Brooklyn, NY 11201. Vendor Hotline (718) 935-2300
VendorHotline@schools.nyc.gov

j13

ENVIRONMENTAL PROTECTION

WASTEWATER TREATMENT

SOLICITATIONS

Services (Other Than Human Services)

TUG/TOWING SERVICES FOR MARINE VESSELS AT VARIOUS LOCATIONS IN NYC – Competitive Sealed Bids – PIN# 826121297TUG – DUE 02-02-12 AT 11:30 A.M. – CONTRACT 1297-TUG: Document Fee \$80.00. Project Manager, Jaun Manon, (212) 860-1614.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Environmental Protection, 59-17 Junction Boulevard, 17th Floor, Flushing, New York 11373. Greg Hall (718) 595-3236; ghall@dep.nyc.gov

j13

FIRE

SOLICITATIONS

Services (Other Than Human Services)

MAINTENANCE AND SUPPORT OF EMS COMPUTER AIDED DISPATCH SOFTWARE – Sole Source – Available only from a single source - PIN# 057110002849 – DUE 01-23-12 AT 4:00 P.M. – The New York City Fire Department intends to enter into Sole Source negotiations with Northrop Grumman Systems Corporation to provide ongoing maintenance and support for proprietary software pertaining to the emergency medical service computer aided dispatch system. Any firm that believes that it can also provide these specialized services is invited to do so in writing. The written request, by letter, must be received no later than January 23, 2012 by 4:00 P.M. Written requests shall be sent to: Fire Department of the City of New York, 9 MetroTech Center, 5th Floor, Brooklyn, New York 11201, Attn: J. Lipton, (718) 999-2590.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Fire Department, 9 MetroTech Center, 5th Floor, Brooklyn, NY 11201. Kristina LeGrand (718) 999-1231; Fax: (718) 999-0177; legrandm@fdny.nyc.gov

j9-13

HEALTH AND HOSPITALS CORPORATION

The New York City Health and Hospitals Corporation is regularly soliciting bids for supplies and equipment at its Central Purchasing Offices, 346 Broadway, New York City, Room 516, for its Hospitals and Diagnostic and Treatment Centers. All interested parties are welcome to review the bids that are posted in Room 516 weekdays between 9:00 a.m. and 4:30 p.m. For information regarding bids and the bidding process, please call (212) 442-4018.

j1-d31

SOLICITATIONS

Goods & Services

MERCI RETRIEVERS – Competitive Sealed Bids – PIN# 22212038 – DUE 01-27-12 AT 3:00 P.M. – No bids will be mailed out after 01-20-2012.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Erik Bryan (718) 579-5532; Fax: (718) 579-4746; erik.bryan@nychhc.org

j13

HEALTH AND MENTAL HYGIENE

INTENT TO AWARD

Human/Client Services

HEALTH BUCKS INCENTIVE PROGRAM – Renewal – PIN# 100CR008001R1X00 – DUE 01-18-12 AT 5:00 P.M. – The Department's Bureau of Health Promotion and Disease Prevention is renewing a contract between Farmer's Market Federation of New York to continue Health Bucks Incentive Program. This program is designed to introduce communities in the District Public Health Office catchment areas to healthy fresh produce via participating farmer's markets. Any vendor that believes it can also provide these services for such procurement in the future is invited to submit an expression of intent which must be received in writing no later than January 18th, 2012 at 5:00 P.M. at the address below.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Health and Mental Hygiene, ACCO, 42-09 28th Street, 17th Floor, CN30A, Long Island City, NY 11101. Cythnia Mont Burbon (347) 396-4242; cmontbur@health.nyc.gov

j13

AGENCY CHIEF CONTRACTING OFFICER

SOLICITATIONS

Human/Client Services

NEW YORK/NY III SUPPORTED HOUSING CONGREGATE – Competitive Sealed Proposals – Judgment required in evaluating proposals – PIN# 81608PO076300R0X00-R – DUE 09-18-12 AT 4:00 P.M. – The Department is issuing a RFP to establish 3,000 units of citywide supportive housing in newly constructed or rehabilitated single-site buildings for various homeless populations pursuant to the New York III Supported Housing agreement. The subject RFP will be open-ended and proposals will be accepted on an on-going basis. The RFP is available on-line at <http://www.nyc.gov/html/doh/html/acco/acco-rfp-nycongregate-20070117-form.shtml>. A pre-proposal conference was held on March 6, 2007 at 2:00 P.M. at 125 Worth Street, 2nd Floor Auditorium, New York, N.Y. Any questions regarding this RFP must be sent in writing in advance to Contracting Officer at the above address or e-mailed to the above address. All proposals must be hand delivered at the Agency Chief Contracting Officer, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132, no later than September 18, 2012.

As a minimum qualification requirement for (1) the serious and persistent mentally ill populations, the proposer must be incorporated as a not-for-profit organization, and (2) for the young adult populations, the proposer must document site control and identify the source of the capital funding and being used to construct or renovate the building.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Health and Mental Hygiene, ACCO, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132. Huguette Beauport (347) 396-6633; hbeauport@health.nyc.gov

a6-s17

HOUSING AUTHORITY

SOLICITATIONS

Construction/Construction Services

ROOF TANK RISERS AND UNDERGROUND WATER AND FIRE DISTRIBUTION PIPING AT BUTLER HOUSES – Competitive Sealed Bids – PIN# PL1122630 – DUE 02-07-12 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA. Documents can also be obtained by registering with I-supplier and downloading documents.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Housing Authority, 90 Church Street, 11th Floor, New York, NY 10007. Gloria Guillo, MPA, CPPO, (212) 306-3121; Fax: (212) 306-5151; gloria.guillo@nycha.nyc.gov

j13

HUMAN RESOURCES ADMINISTRATION

AGENCY CHIEF CONTRACTING OFFICER/CONTRACTS INTENT TO AWARD

Human/Client Services

EMERGENCY AND EXCEPTIONAL HOME ATTENDANT SERVICES – Negotiated Acquisition – PIN# 06910X0016CNVN005 – DUE 01-19-12 AT 5:00 P.M. – *For Informational Purposes Only* HRA intends to extend the contract with the following vendor:

Personal Touch Home Care of NY, Inc., located at 222-15 Northern Blvd., Bayside, NY 11361. E-PIN: 06910X0016CNVN005 - Contract Amount: \$0 (City Share), \$26,763,811.00 (*MMIS)

*Medicaid Management Information System

The Human Resources Administration/Home Care Services Program (HRA/HCSP) intends to enter into negotiation with one organization that currently provide Emergency and Exceptional Home Attendant Services to Medicaid Eligible Individuals who are considered to be "Difficult to Serve." This extension will allow HRA to continue to provide this mandated service while New York State transfer all eligible clients to Manage Long Term Care supervision. The contract term shall be from November 1, 2011 to December 31, 2013.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Human Resources Administration, 180 Water Street, 14th Floor, New York, NY 10038. Barbara Beirne (212) 331-3436; beirneb@hra.nyc.gov

j11-18

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

AWARDS

Services (Other Than Human Services)

ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS) – Negotiated Acquisition – PIN# 85811O0029001N001 – AMT: \$3,500,000.00 – TO: Universal Technologies, LLC, 194 Washington Avenue, Suite 610, Albany, NY 12210. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0026001N001 – AMT: \$9,000,000.00 – TO: PSI International, Inc., 4000 Legato Rd., Suite 850, Fairfax, VA 22033. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0023001N001 – AMT: \$3,500,000.00 – TO: PruTech Solutions, Inc., 555 US Highway 1 South, Suite 250, Iselin, NJ 08830. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0025001N001 – AMT: \$9,000,000.00 – TO: Kforce, Inc., 140 Broadway, 21st Floor, New York, NY 10005. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0030001N001 – AMT: \$9,000,000.00 – TO: GCOM Software, Inc., 24 Madison Avenue Ext., Albany, NY 12203. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85810O0040001N002 – AMT: \$3,500,000.00 – TO: Currier, McCabe and Associates, Inc., 700 Troy Schenectady Rd., Latham, NY 12110. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0022001N001 – AMT: \$3,500,000.00 – TO: Rangam Consultants, Inc., 370 Campus Drive, Suite 103, Somerset, NJ 08873. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0028001N001 – AMT: \$3,500,000.00 – TO: Trigyn Technologies, Inc., 100 Metroplex Drive, Edison, NJ 08817. Negotiated Acquisition Extension.

● **ENTERPRISE-WIDE STANDBY INFORMATION TECHNOLOGY AND TELECOMMUNICATION CONSULTING SERVICES (ITCS)** – Negotiated Acquisition – PIN# 85811O0024001N001 – AMT: \$3,500,000.00 – TO: Computer Task Group, Inc. (CTG), 800 Delaware Avenue, Buffalo, NY 14209. Negotiated Acquisition Extension.

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PARKS AND RECREATION

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction/Construction Services

RECONSTRUCTION OF P.S. 28 (ORVILLE AND WILBUR) PLAYGROUND AND ADA UPGRADES TO THE COMFORT STATION – Competitive Sealed Bids – PIN# 8462011M234C01 – DUE 02-15-12 AT 10:30 A.M. – Located West of St. Nicholas Avenue and South of West 156th Street, Manhattan, known as Contract #M234-109M. E-PIN: 84611B0228. This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 129 of 2005.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of NY, Parks and Recreation. A separate check/money order is required for each project. The Company name, address and telephone number as well as the project contract number must appear on the check/money order. Bidders should ensure that the correct company name, address, telephone and fax numbers are submitted by your company/messenger service when picking up bid documents.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, Olmsted Center, Room 64, Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov

j13

RECONSTRUCTION OF THE OIL TANK AND HEATING SYSTEM AT THE SEWAGE TREATMENT WORKS AND PARK SERVICE BUILDINGS IN PELHAM BAY PARK

– Competitive Sealed Bids – PIN# 8462012X039C01 – DUE 02-14-12 AT 10:30 A.M. – Located on the south side of City Island Road and Park Drive, The Bronx, known as Contract #X039-111M. E-PIN: 84612B0007.

"Bidders are hereby advised that this contract is subject to the Project Labor Agreement ("PLA") covering specified renovation and rehabilitation of City Owned Buildings and structures entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated local unions. Please refer to the bid documents for further information."

A pre-bid meeting is scheduled for Thursday, January 26, 2012 at the site at 11:30 A.M.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of NY, Parks and Recreation. A separate check/money order is required for each project. The Company name, address and telephone number as well as the project contract number must appear on the check/money order. Bidders should ensure that the correct company name, address, telephone and fax numbers are submitted by your company/messenger service when picking up bid documents.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, Olmsted Center, Room 64, Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov

j13

REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

OPERATION AND MAINTENANCE OF A CASUAL RESTAURANT, OUTDOOR CAFE AND BAR

– Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# M10-34-R – DUE 03-30-12 AT 3:00 P.M. – At Tavern on the Green, Central Park, Manhattan.

There will be a recommended site visit on Wednesday, February 1, 2012 at 10:00 A.M. We will be meeting at the restaurant entrance. If you are considering responding to this RFP, please make every effort to attend this recommended site visit.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) 212-504-4115.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, NY 10021. Charlotte Hall (212) 360-3407; Fax: (212) 360-3434; charlotte.hall@parks.nyc.gov

j10-24

SALE OF SPECIALTY FOOD FROM MOBILE FOOD UNITS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# CWP-2012-A – DUE 03-05-12 AT 3:00 P.M. – At various locations, Citywide.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) 212-504-4115.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, NY 10021. Charlotte Hall (212) 360-3407; Fax: (212) 360-1397; charlotte.hall@parks.nyc.gov

j12-26

SANITATION

AGENCY CHIEF CONTRACTING OFFICER

AWARDS

Construction / Construction Services

REQUIREMENTS CONTRACT FOR UPGRADING OF UNDERGROUND TANK MANHOLE COVERS AT DSNY FACILITIES, CITYWIDE – Competitive Sealed Bids – PIN# 82711RR00016 – AMT: \$474,986.00 – TO: AARCO Environmental Services Corp., 90 Gear Avenue, Lindenhurst, New York 11757. The contract was awarded on December 28, 2011. VSID#: 76165.

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CONTRACTS

SOLICITATIONS

Services (Other Than Human Services)

EXPORT OF MUNICIPAL SOLID WASTE FROM MANHATTAN – Competitive Sealed Bids – PIN# 82712WD00013 – DUE 02-23-12 AT 11:00 A.M. – Bid Estimate \$180,000,000.00. There is a \$100.00 refundable deposit for this bid document. Postal money order, please make payable to “Comptroller, City of New York.” VSID#: 78000.

The Department will hold a pre-bid conference on January 31, 2012 at 125 Worth Street, New York, NY 10013, 10:00 A.M. in Room 819. Any technical questions or correspondence must be addressed to: Agency contact person, Mr. Ralph DaMario, 125 Worth Street, Room 727, New York, NY 10013 or call Mr. DaMario at (646) 885-4708.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Department of Sanitation, 51 Chambers Street, Room 806, New York, NY 10007. Contracts Unit (212) 437-5057; Fax: (212) 788-7969; rbeza@dsny.nyc.gov. Additional #: (212) 437-5058.

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SMALL BUSINESS SERVICES

PROCUREMENT

INTENT TO AWARD

Human / Client Services

OUTCOME-FOCUSED SERVICES AND ASSISTANCE TO SMALL BUSINESSES AND ENTREPRENEURS AT NYC BUSINESS SOLUTIONS CENTERS (“BSCS” OR “CENTERS”) – Renewal – PIN# 801-SBS0155-A – DUE 01-20-12 AT 4:00 P.M. – The New York City Department of Small Business Services (“the Agency”) is seeking to renew the current contract pursuant to Section 4-04 of the Procurement Policy Board Rules with Brooklyn Alliance, Inc. (“the Contractor”), located at 25 Elm Place, Suite 200, Brooklyn, NY 11201, to provide services to businesses and job seekers at the Business Solutions Center located in Brooklyn (“Brooklyn Business Solutions Center”). The renewal period will be from January 1, 2012 to December 31, 2014.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038. Daryl Williams (212) 513-6000; Fax: (212) 618-8867; procurementhelpdesk@sbs.nyc.gov

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OUTCOME-FOCUSED SERVICES AND ASSISTANCE TO SMALL BUSINESSES AND ENTREPRENEURS AT NYC BUSINESS SOLUTIONS CENTERS (“BSCS” OR “CENTERS”) – Renewal – PIN# 801-SBS0155-B – DUE 01-20-12 AT 4:00 P.M. – The New York City Department of Small Business Services (“the Agency”) is seeking to renew the current contract pursuant to Section 4-04 of the Procurement Policy Board Rules with DB Grant Associates, Inc. (“the Contractor”), located at 60 Madison Avenue, Suite 705, New York, NY 10010, to provide services to businesses and job seekers at the Business Solutions Center located in The Bronx (“Bronx Business Solutions Center”). The renewal period will be from January 1, 2012 to December 31, 2014.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038. Daryl Williams (212) 618-8731; Fax: (212) 618-8867; dwilliams@sbs.nyc.gov

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TRANSPORTATION

TRAFFIC

SOLICITATIONS

Construction Related Services

FURNISH AND INSTALL FIBER OPTIC CABLE ALONG THE FDR DRIVE, MANHATTAN – Competitive Sealed Bids – PIN# 84111MBTR542 – DUE 02-13-12 AT 11:00 A.M. – A deposit of \$50.00 is required for the specification book in the form of a certified check or money order payable to: New York City Department of Transportation. No cash accepted. Company address, telephone and fax numbers are required when picking up contract documents. (Entrance is located on the South side of the Building facing the Vietnam Veterans Memorial). Proper government identification is required for entry to the building (driver’s license, passport, etc.).

A pre-bid meeting (optional) will be held on January 24, 2012 at 10:00 A.M. at 34-02 Queens Blvd., Long Island City, NY 11101. For additional information, please contact Frank Caiazzo at (718) 786-4061. Vendor Source ID#: 77959.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Department of Transportation, Office of the Agency Chief Contracting Officer, Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041. Bid Window (212) 839-9435.

• j13

AGENCY RULES

BUILDINGS

NOTICE

NOTICE OF ADOPTION OF RULE

NOTICE IS HEREBY GIVEN, pursuant to the authority vested in the Commissioner of the Department of Buildings by Section 643 of the New York City Charter and in accordance with Section 1043 of the Charter, that the Department of Buildings hereby adopts the amendment to Section 102-01 of subchapter B or Chapter 100 of Title 1 of the Official Compilation of the Rules of the City of New York, regarding the classification of violations under the New York City Electrical Code, Chapter 3 of Title 27 of the New York City Administrative Code.

This rule was first published on October 26, 2011 and a public hearing thereon was held on December 1, 2011.

Dated: January 5, 2012 /s/
New York, New York Robert D. LiMandri
Commissioner

STATEMENT OF BASIS AND PURPOSE

Statutory Authority

The following rule amendments are adopted pursuant to the authority of the Commissioner of Buildings under Sections 643 and 1043(a) of the New York City Charter.

Pursuant to Local Law 39 of 2011, under Section 27-3021.2 of the New York City Administrative Code (“Administrative Code”), the Department may use any enforcement actions available to it under Chapter 2 of Title 28 of the Administrative Code for violations of the provisions of the New York City Electrical Code (Chapter 3 of Title 27 of the Administrative Code). The portion of Local Law 39 of 2011 amending Section 27-3021.2 will become effective March 1, 2012.

The Rule

The rule amendments create violations for 35 different types of common Electrical Code conditions that Department of Building inspectors find in the field. These violations will discourage illegal work and provide incentives to electricians and others in the industry to comply with the standards and requirements of the Electrical Code. Currently Department of Building inspectors can only note that a condition must be corrected but cannot issue a violation to compel correction. This rule will also bring the electrical trade in line with the plumbing, mechanical, and construction trades which are all currently subject to violations.

The Department assigned a classification to each violation based on its seriousness. Under subsection (b) of the Rule the classifications are:

(1) Immediately Hazardous Violation (Class 1): Where the condition poses an immediately hazardous threat that severely affects life, health, safety, property, or the public interest, so as to warrant immediate corrective action.

(2) Major Violation (Class 2): Where the condition poses a threat that affects life, health, safety, property, or the public interest but does not warrant immediate corrective action.

(3) Lesser Violation (Class 3): Where the condition is neither an immediately hazardous nor a major violation.

Where there is more than one severity classification for the same charge, the issuing officer will determine which severity level to charge based on the condition observed.

Specifically, the amendments:

- Reference the Electrical Code and its provisions for the purposes of issuing ECB violations. The Electrical Code is contained in Chapter 3 of Title 27 of the NYC Administrative Code.

The administrative infractions are listed under their respective Administrative Code Section, 27-3XXX.

- Create a new subdivision of technical infractions

The technical infractions are listed under a new subdivision of “EC” infractions. In 2001, the Department first adopted the National Fire Protection Association’s NFPA 70 National Electrical Code (also known as the “National Electrical Code”) and then created NYC-specific amendments. Section 27-3025 of the NYC Administrative Code (also known as the “New York City amendments to the National Electrical Code”), together with the National Electrical Code, are also known as the “Electrical Code Technical Standards.”

- Create classifications and descriptions for the more common violations of the Electrical Code.

Section 1. Paragraph (2) of subdivision (i) of section 102-01 of subchapter B of chapter 100 of Title 1 of the Rules of the City of New York is amended and a new paragraph (8) is added, to read as follows:

(2) Chapter 1 of Title 27 of the NYC Administrative Code (also known as the “1968 Building Code”) and Chapter 3 of the same (also known as the “Electrical Code”). References to these chapters of title 27 of the NYC Administrative Code begin with “27-“ (for example, “27-371”). The citation “27-Misc.” refers to provisions of Title 27 that are not specifically designated elsewhere in the table.

(8) Electrical Code Technical Standards. References to sections of the National Fire Protection Association NFPA 70 National Electrical Code as adopted and/or amended by New York City begin with “EC” (for example, “EC 250.14”). The citation “EC-Misc” refers to provisions of the Electrical Code Technical Standards that are not specifically designated elsewhere in the table.

§ 2. Subdivision (j) of section 102-01 of subchapter B of chapter 100 of Title 1 of the Rules of the City of New York is amended by adding, in numerical order, new entries relating to the NYC Electrical Code, as follows:

Section of Law	Classification	Violation Description
27-3017	Class 1	Performed unlicensed electrical work.
27-3018(b)	Class 1	Electrical work without a permit.
27-3018(b)	Class 2	Electrical work without a permit.
27-3018(b)	Class 3	Electrical work without a permit.
27-3018(b)	Class 3	Failure to conspicuously post electrical work permit while work is in progress.
27-3018(b)	Class 1	Electrical work does not conform to approved submittal documents/amendments.
27-3018(b)	Class 2	Electrical work does not conform to approved submittal documents/amendments.
27-3018(b)	Class 3	Electrical work does not conform to approved submittal documents/amendments.
27-3018(i)	Class 2	Installed more than the authorized number of electric meters.
EC-Misc	Class 1	Miscellaneous violation of the Electrical Code Technical Standards.
EC-Misc	Class 2	Miscellaneous violation of the Electrical Code Technical Standards.
EC-Misc	Class 3	Miscellaneous violation of the Electrical Code Technical Standards.
EC 110.12	Class 3	Failure to close unused openings (knockouts) in outlet/panel box.
EC 110.14(A)	Class 2	Failure to properly connect conductors to terminals
EC 110.2(A)	Class 1	Unapproved/unsafe/unsuitable electrical equipment, apparatus, materials, devices, appliances or wiring in use
EC 110.2(A)	Class 2	Unapproved/unsafe/unsuitable electrical equipment, apparatus, materials, devices, appliances or wiring in use
EC 110.2(B)	Class 2	Constructed electrical installation without required commissioner’s approval per section.
EC 110.2	Class 2	Failure to use approved conductors and/or equipment.
EC 110.2	Class 3	Failure to use approved conductors and/or equipment.
EC 110.25	Class 1	Electrical closet not dedicated to electrical distribution equipment only.
EC 110.25	Class 2	Electrical closet not dedicated to electrical distribution equipment only.
EC 110.25	Class 3	Electrical closet not dedicated to electrical distribution equipment only.
EC 110.26	Class 2	Failure to provide/maintain sufficient access/work space about electrical equipment.
EC 210.12(B)	Class 2	Failure to provide Arc-fault circuit interrupter (AFCI) protection in dwelling units.
EC 210.52(A)	Class 3	Failure to provide proper spacing between receptacle outlets.
EC 210.8	Class 2	Failure to install Ground-fault circuit interrupter (GFCI) protection as required.
EC 230.72(A)	Class 1	Failure to properly group/label disconnects.
EC 230.72(A)	Class 2	Failure to properly group/label disconnects.

EC 240.3	Class 1	Failure to provide adequate circuit overcurrent protection device per table
EC 240.3	Class 2	Failure to provide adequate circuit overcurrent protection device per table
EC 240.3	Class 3	Failure to provide adequate circuit overcurrent protection device per table
EC 240.4	Class 1	Failure to protect conductor(s) against overcurrent per EC.
EC 240.4	Class 2	Failure to protect conductor(s) against overcurrent per EC.
EC 240.21	Class 2	Tap conductors not in compliance with section.
EC 250.4	Class 1	Failure to ground electrical systems
EC 250.4	Class 1	Failure to properly bond electrical systems.
EC 250.4	Class 2	Failure to properly bond electrical systems.
EC 250.4	Class 3	Failure to properly bond electrical systems
EC 250.4	Class 2	Failure to provide adequate grounding of electrical systems.
EC 250.64	Class 1	Failure to install grounding electrode conductor in accordance with section.
EC 300.10	Class 2	Fail to provide effective electrical continuity for metal raceways/enclosures/cable armor.
EC 300.11	Class 2	Failure to secure/support raceways/cable assemblies/boxes/ cabinets/ fittings.
EC 314.23	Class 3	Failure to secure electrical device enclosure per section requirement
EC 314.25	Class 2	Failure to provide cover/faceplate/lampholder/luminaire canopy for electrical outlet.
EC 358.12	Class 2	Prohibited use of electrical metallic tubing (EMT).
EC 358.30	Class 2	Failure to properly secure/support electrical metallic tubing (EMT)
EC 408.4	Class 3	Failure to provide required circuit directory/identification.
EC 410.30	Class 2	Luminaires and Lampholders not installed in an approved manner.
EC 590.4(G)	Class 2	Improper splicing of temporary wiring
EC 590.4(J)	Class 1	Failure to provide proper support for temporary wiring.
EC 590.4(J)	Class 1	Failure to protect temporary wiring from improper contact per section.

provided are asked to notify the Office of the Commissioner at the above address by January 31, 2012.

Written comments and a summary of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 A.M. and 5:00 P.M. at the office of Erik Joerss.

Statement of Basis and Purpose

Section 20-501(b) of the Administrative Code authorizes the Commissioner to adopt an inspection fee for licensed tow trucks not to exceed \$50. The proposed rule would impose such a fee to recoup the costs of administering the inspection, establish that the failure to present a tow truck for a scheduled inspection is considered a failure of that inspection, authorize an additional \$50 fee for each re-inspection required because of failure of an inspection, and specify that payment of the fee is required to receive a Department license plate. The proposed fee would not apply to tow trucks exempt from the licensing provisions of the Administrative Code pursuant to section 20-524, including tow trucks owned by school bus operators, rental agencies and public utility companies.

PROPOSED RULE

Section 1. Subdivision (m) of section 2-362 of Title 6 of the Rules of the City of New York is amended to read as follows:

(m) (1) The biennial fee for a license to engage in the business of towing shall be \$600.00. All licenses to engage in the business of towing issued pursuant to this subchapter shall expire on December thirty-first in odd numbered years, unless sooner suspended or revoked. In addition, there shall be a biennial fee of \$600.00 for each tow truck in excess of one and a \$50 fee for inspecting each tow truck for which the applicant seeks a Department license plate.

(2) When an applicant or licensee fails to present a tow truck for a scheduled inspection, the Department will deem the tow truck to have failed inspection.

(3) There shall be a \$50 fee for re-inspecting any tow truck that has failed an inspection.

(4) Upon payment of the license fee and the tow truck inspection fee or fees and compliance with all other applicable requirements of the Department, the Commissioner will issue to the applicant a license to engage in the business of towing vehicles together with one Department license plate for each tow truck covered by such license.

SPECIAL MATERIALS

ADMINISTRATION FOR CHILDREN'S SERVICES

NOTICE

In advance of the release of the Preventive Services for Teens Request for Proposal, the Administration for Children's Services (ACS) is issuing a concept paper representing the purpose and plan for this program. The Preventive Services for Teens concept paper will be posted on the ACS website <http://www.nyc.gov/acs>, under Business Opportunities, beginning January 14, 2012. Public comment is encouraged and should be emailed to ACS at teenconceptpaper@acs.nyc.gov. The concept paper will be posted until February 27, 2012.

j9-13

CAMPAIGN FINANCE BOARD

NOTICE

PURSUANT TO NEW YORK CITY CHARTER SECTION 1067, notice is hereby provided describing the organization of the New York City Campaign Finance Board (the "Board"). The Board consists of five members, two appointed by the mayor, two appointed by the speaker of the City Council, and a chairperson appointed by the mayor after consultation with the speaker. The Board employs an executive director. The staff of the Board is organized into the following units: Administrative Services, Auditing and Accounting, Candidate Services, Campaign Finance Administration, Communications, External Affairs, Legal, Management Analysis and Records Administration, Operations and Budget, Special Compliance and Policy Assurance, Systems Administration, and Voter Assistance. In addition, the Board receives advice and assistance on matters related to voter assistance from the Voter Assistance Advisory Committee.

j13

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

NOTICE

**OFFICIAL FUEL PRICE SCHEDULE NO. 6805
FUEL OIL AND KEROSENE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 1/9/2012
3187250	5.0	#1DULS	CITY WIDE BY DELIVERY	+1440 GAL.	3.5752 GAL.
3187250	6.0	#1DULS	P/U	+1440 GAL.	3.4502 GAL.
3187251	11.0	#1DULS >=80%	CITY WIDE BY DELIVERY	+1440 GAL.	3.7209 GAL.
3187251	12.0	#1DULS B100 <=20%	CITY WIDE BY DELIVERY	+1440 GAL.	4.9867 GAL.
3187251	13.0	#1DULS	P/U	+1440 GAL.	3.6366 GAL.
3187251	14.0	#1DULS B100 <=20%	P/U	+1440 GAL.	4.9023 GAL.
3087064	1.0	#1DULSB50	CITY WIDE BY TW	+0254 GAL.	4.1682 GAL.
3187221	1.0	#2	CITY WIDE BY DELIVERY	+1450 GAL.	3.1410 GAL.
3187221	4.0	#2 >=80%	CITY WIDE BY DELIVERY	+1450 GAL.	3.2062 GAL.
3187221	5.0	#2 B100 <=20%	CITY WIDE BY DELIVERY	+1450 GAL.	3.3307 GAL.
3187249	1.0	#2DULS	CITY WIDE BY DELIVERY	+1302 GAL.	3.2378 GAL.
3187249	2.0	#2DULS	P/U	+1302 GAL.	3.1963 GAL.
3187249	3.0	#2DULS	CITY WIDE BY DELIVERY	+1302 GAL.	3.2533 GAL.
3187249	4.0	#2DULS	P/U	+1302 GAL.	3.2163 GAL.
3187249	7.0	#2DULS >=80%	CITY WIDE BY DELIVERY	+1302 GAL.	3.2456 GAL.
3187249	8.0	#2DULS B100 <=20%	CITY WIDE BY DELIVERY	+1302 GAL.	3.3828 GAL.
3187249	9.0	#2DULS >=80%	P/U	+1302 GAL.	3.2063 GAL.
3187249	10.0	#2DULS B100 <=20%	P/U	+1302 GAL.	3.3398 GAL.
3187252	15.0	#2DULS	BARGE M.T.F. 111 & ST. GEORGE & WI	+1302 GAL.	3.2497 GAL.
3087065	2.0	#2DULSB50	CITY WIDE BY TW	+0185 GAL.	3.9683 GAL.
2887274	7.0	#2DULSDISP	DISPENSED	+1302 GAL.	3.5742 GAL.
3187222	2.0	#4	CITY WIDE BY TW	+1507 GAL.	2.9949 GAL.
3187222	3.0	#6	CITY WIDE BY TW	+1545 GAL.	2.9266 GAL.
3187263	1.0	JETA	FLOYD BENNETT	+1491 GAL.	3.7111 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6806
FUEL OIL, PRIME AND START**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 1/9/2012
3087154	1.0	#2	MANH	+1450 GAL.	3.2248 GAL.
3087154	79.0	#2	BRONX	+1450 GAL.	3.2248 GAL.
3087154	157.0	#2	BKLYN, QUEENS, SI	+1450 GAL.	3.3048 GAL.
3087225	1.0	#4	CITY WIDE BY TW	+1507 GAL.	3.4385 GAL.
3087225	2.0	#6	CITY WIDE BY TW	+1545 GAL.	3.3257 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6807
FUEL OIL AND REPAIRS**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 1/9/2012
3087115	1.0	#2	MANH & BRONX	+1450 GAL.	3.0502 GAL.
3087115	80.0	#2	BKLYN, QUEENS, SI	+1450 GAL.	3.0554 GAL.
3087218	1.0	#4	CITY WIDE BY TW	+1507 GAL.	3.3798 GAL.
3087218	2.0	#6	CITY WIDE BY TW	+1545 GAL.	3.3786 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6808
GASOLINE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 1/9/2012
3187093	5.0	E70	CITY WIDE BY TW	+0255 GAL.	2.5847 GAL.
2887274	6.0	PREM	CITY WIDE BY VEHICLE	+0591 GAL.	3.2913 GAL.
3187093	2.0	PREM	CITY WIDE BY TW	+0591 GAL.	2.9518 GAL.
3187093	4.0	PREM	P/U	+0591 GAL.	2.8727 GAL.
2887274	1.0	U.L.	MANH P/U BY VEHICLE	+0564 GAL.	3.2121 GAL.
2887274	2.0	U.L.	BX P/U BY VEHICLE	+0564 GAL.	3.1121 GAL.
2887274	3.0	U.L.	BR P/U BY VEHICLE	+0564 GAL.	3.1121 GAL.
2887274	4.0	U.L.	QNS P/U BY VEHICLE	+0564 GAL.	3.1121 GAL.
2887274	5.0	U.L.	S.I. P/U BY VEHICLE	+0564 GAL.	3.1121 GAL.
3187093	1.0	U.L.	CITY WIDE BY TW	+0564 GAL.	2.8009 GAL.

CONSUMER AFFAIRS

NOTICE

NOTICE OF PUBLIC HEARING

Subject: Notice of Public Hearing and Opportunity to Comment on Proposed Rule regarding the implementation of a \$50 inspection fee for all non-exempt tow trucks.

Date/Time: February 14, 2012 at 11:00 A.M.

Location: Department of Consumer Affairs
66 John Street, 11th Floor Hearing Room
New York, NY 10038

Contact: Erik Joerss
Director of City Legislative Affairs
Department of Consumer Affairs
42 Broadway,
8th floor
New York, N.Y. 10004
(212) 487-4248

Proposed Rule Amendment

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of the Department of Consumer Affairs by Section 20-501(b) of subchapter 31 of Chapter 2, Title 20 of the Administrative Code of the City of New York and in accordance with the requirements of Section 1043 of the New York City Charter that the Department intends to implement a \$50 inspection fee for tow trucks that are not exempt from the provisions of subchapter 31 pursuant to Section 20-524. This proposed rule was not included in the Department's most recent regulatory agenda because the need for it was not anticipated at the time the agenda was compiled.

Instructions

Written comments regarding this amendment may be sent to Erik Joerss by mail or electronically through NYC RULES www.nyc.gov/nycrules by February, 14, 2012.

Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be

3187093 3.0 U.L. P/U SPRAGUE ENERGY CORP. +.0564 GAL. 2.7248 GAL.

Please send Inspection Copy of Receiving Report for all Gasoline (E70, UL & PREM) delivered by Tank Wagon to DMSS/Bureau of Quality Assurance (BQA), 1 Centre St., 18th Floor, N.Y., N.Y. 10007.

Please be informed that the \$1.00 per gallon federal tax credit for blenders of biodiesel expired December 31, 2011. Beginning January 1, 2012, the price for biodiesel blended to create any biodiesel blend will be increased by \$1.00 per gallon and itemized as a separate line item on your invoice.

Please be informed that the federal tax credit of \$.45 per gallon on ethanol blended into gasoline expired on December 31, 2011. Beginning January 1, 2012, the price for ethanol will be increased by the amount of the lost tax credit and itemized as a separate line item on your invoice.

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CITY PLANNING COMMISSION

NOTICE

NEGATIVE DECLARATION

Project Identification
CEQR No. 12DCP079M
ULURP Nos. 120144ZRM,
120145ZMM
SEQRA Classification: Type I

Lead Agency
City Planning Commission
22 Reade Street
New York, NY 10007
Contact: Robert Dobruskin
(212) 720-3423

Name, Description and Location of Proposal:

Special Enhanced Commercial Districts 2 and 3

The Department of City Planning proposes a zoning text amendment (see Appendix 1) and a zoning map amendment to establish the Special Upper West Side Enhanced Commercial District – 2 (EC-2), and the Special Upper West Side Enhanced Commercial District – 3 (EC-3). The area to which the Special Districts would apply covers 77 blockfronts along Amsterdam and Columbus currently zoned C2-7A, R10A, R10A/C1-5, R10A/C2-5, C1-9, C2-8, R8/C1-5, R8A/C2-5, R9/C1-5, and C1-8A, and 73 blockfronts along Broadway currently zoned C4-6A, R9A/C1-5, and C2-8A. The proposed Special District regulations would be applicable to lots with a frontage on the following portions of Broadway, Amsterdam and Columbus Avenues: Broadway bounded by 72nd street and 110th street on the west side, and 74th street and 110th street on the east side; Amsterdam Avenue bounded by 75th street and 110th street on the west side, excluding blocks between 100th – 101st and 102nd – 103rd streets, and bounded by 73rd and 87th streets, and 105th and 109th streets on the east side of the avenue; Columbus Avenue bounded by 72nd and 87th streets.

The proposed Special Districts would promote a vibrant mix of uses in the Upper West Side in new buildings and enlargements through a combination of frontage limitations and transparency requirements. Along Broadway, banks will be limited to 25' of ground floor frontage and residential lobbies will be limited to 25' of ground floor frontage; along Amsterdam and Columbus, banks will be limited to 25' of ground floor frontage, residential lobbies will be limited to 15' of ground floor frontage, and all other commercial/community facility uses will be limited to 40' of frontage, with at least 2 establishments for every 50' of zoning lot frontage. Along all three avenues, transparency of at least 50% will be required in new buildings between 2' and 12' from the sidewalk. This proposal would not modify or expand the uses currently permitted under the existing zoning district regulations.

The Department of City Planning also proposes mapping a C1-5 commercial overlay in the affected area to the west side of Columbus Avenue to the middle of the block between 77th and 76th streets, to a length of 100' from 77th and to a depth of 100'. The area is currently zoned R10A with no overlay. The R10A would remain unchanged.

The analysis year for the proposed actions is 2022.

Statement of No Significant Effect:

The Environmental Assessment and Review Division of the Department of City Planning, on behalf of the City Planning Commission, has completed its technical review of the Environmental Assessment Statement, dated 12/20/2011, prepared in connection with the ULURP Application (ULURP No. 120144ZRM, ULURP No. 120145ZMM). The City Planning Commission has determined that the proposed action will have no significant effect on the quality of the environment.

Supporting Statement:

The above determination is based on an environmental assessment which finds that:

- No significant effects on the environment which would require an Environmental Impact Statement are foreseeable.

This Negative Declaration has been prepared in accordance with Article 8 of the Environmental Conservation Law 6NYCRR part 617.

Should you have any questions pertaining to this Negative Declaration, you may contact Celeste Evans at (212) 720-3321.

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FINANCE

PROPERTY

NOTICE

The City of New York releases a tentative property assessment roll every January that states what the assessed values are for real property. The public can view the roll for tax year 2012/13 starting on January 17, 2012 on Finance's website (nyc.gov/finance) and at the following location through March 1, 2012:

Manhattan City Register, 66 John Street, 13th Floor, New York, NY. Hours: 8:30 A.M. - 4:30 P.M.

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LABOR RELATIONS

NOTICE

Fire Alarm Dispatchers
2006-2010 Agreement

AGREEMENT entered into this 16th day of December, 2011 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the Fire Alarm Dispatchers Benevolent Association, Inc., (hereinafter referred to as the "Union"), for the period from September 13, 2006 to May 14, 2010.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

71010 Fire Alarm Dispatcher
71060 Supervising Fire Alarm Dispatcher (Levels I and II)

Section 2.

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof.

Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours except as provided for in Article IV, Section 1.

c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary

adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.

d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

During the term of this Agreement, the following basic salary rates shall prevail for Employees:

FIRE ALARM DISPATCHERS

	10/13/06	4/13/07	5/15/08	5/15/09
6th Grade	\$30,922	\$32,159	\$33,445	\$34,783
5th Grade	\$32,317	\$33,610	\$34,954	\$36,352
4th Grade	\$38,652	\$40,198	\$41,806	\$43,478
3rd Grade	\$40,197	\$41,805	\$43,477	\$45,216
2nd Grade	\$41,803	\$43,475	\$45,214	\$47,023
1st Grade	\$51,130	\$53,175	\$55,302	\$57,514

SUPERVISING FIRE ALARM DISPATCHER, LEVEL I

	10/13/06	4/13/07	5/15/08	5/15/09
4th Grade	\$52,632	\$54,737	\$56,926	\$59,203
3rd Grade	\$55,022	\$57,223	\$59,512	\$61,892
2nd Grade	\$57,420	\$59,717	\$62,106	\$64,590
1st Grade	\$59,812	\$62,204	\$64,692	\$67,280

SUPERVISING FIRE ALARM DISPATCHER, LEVEL II

	10/13/06	4/13/07	5/15/08	5/15/09
4th Grade	\$66,417	\$69,074	\$71,837	\$74,710
3rd Grade	\$68,031	\$70,752	\$73,582	\$76,525
2nd Grade	\$69,644	\$72,430	\$75,327	\$78,340
1st Grade	\$71,258	\$74,108	\$77,072	\$80,155

Section 3. Wage Increases

a. General Wage Increases

The general increase, effective as indicated, shall be:

- Effective October 13, 2006, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 2 percent.
- Effective April 13, 2007, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 4 percent.
- Effective May 15, 2008, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 4 percent.
- Effective May 15, 2009, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 4 percent.

b. The increase provided for in Section 3(a) above shall be calculated as follows:

- The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on October 12, 2006.
- The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 12, 2007.
- The general increase in Section 3(a)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on May 14, 2008.
- The general increase in Section 3(a)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on May 14, 2009.

c. i. The general increase provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rate", minimum "incumbent rates" and maximum rates (including levels), fixed for the applicable titles.

ii. The general increases provided for in Section 3. a. i. and 3. a. ii. only shall be applied to "additions to gross, but shall not exceed a cost of 0.11 percent of the December 31, 2005 payroll, including spinoffs and pensions.

d. New Hires

The following provisions shall apply to Employees newly

hired on or after September 1, 2004:

Upon completion of one year of active or qualified inactive service, such employee shall be paid the indicated rate for fifth grade. Upon completion of the second year, such employee shall be paid the indicated rate for the fourth grade.

Section 4.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 5.

In the case of an Employee on leave of absence without pay, the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article III.

Section 6.

The service increments listed below shall be paid to all eligible Employees upon completion of the specified years of "City" service in pay status in the pro-rated annual amounts listed below. Such Employees shall begin to receive such pro-rata payments on the Employee's anniversary date. The pro-rata payments provided for in this Section shall be deemed included in the base rate of the eligible Employee for all collective bargaining purposes. The provisions of Section 3(a) of this Agreement shall not apply to the service increment set forth in this Section 6.

Service Increments

	Effective		
	10/13/06	4/13/07	5/14/08
10 year	\$62	\$64	\$264
15 year	\$721	\$750	\$950 (a total of \$1,214)
20 year	\$601	\$625	\$823 (a total of \$2,037)

ARTICLE IV - SHIFT DIFFERENTIAL

Employees in the title of Fire Alarm Dispatcher and Supervising Fire Alarm Dispatcher, Level I shall continue to receive the adjusted factor with respect to the payment of Night Shift Differential of .0593.

Effective September 13, 2006, Employees in the title of Supervising Fire Alarm Dispatcher, Level II shall receive the adjusted factor with respect to the payment of Night Shift Differential of .0593 in lieu of any other shift differential.

Effective May 14, 2008, all employees represented in the Agreement shall receive shall receive the adjusted factor with respect to the payment of Night Shift Differential of .0600 in lieu of any other shift differential.

ARTICLE V - HOURS

The hourly work week for Fire Alarm Dispatcher and Supervising Fire Alarm Dispatcher shall be 40 hours. It is understood and agreed that Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I shall continue to work on the average of 40.32 hours per week.

ARTICLE VI - HOLIDAY PREMIUM

a. If an employee is required to work on any of the holidays listed below, provided the employee is in active pay status, the employee shall receive a fifty percent (50%) cash premium for all normally scheduled hours worked on the holiday.

Employees shall receive the following eleven (11) regular holidays with pay:

New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th (or other date established by N.Y.S. Legislature)
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

b. i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee shall be compensated for overtime in accordance with the provisions of Article VII.

ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium.

iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VII.

Applicability of Holiday Premium payment shall be for all scheduled (non-Overtime) hours worked within the actual holiday's calendar date.

ARTICLE VII - OVERTIME

In the event of any inconsistency between this Article and

standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. However, where the Fair Labor Standards Act ("FLSA") provides for more beneficial compensation than the overtime provisions of this Agreement such benefits shall be calculated on the basis of time actually worked.

Section 2.

- a. "Authorized voluntary overtime" shall be defined as overtime for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" shall be defined as overtime which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works overtime shall have the option of being compensated in time off at the applicable rates.
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article. It is understood that the change in tours for covering Supervising Fire Alarm Dispatchers Levels I and II and employees rescheduled for training is not a violation of this section.

Section 3.

For employees covered by the provisions of FLSA, overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time or cash provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

Section 4.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (¼) hour to the nearest one-quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 5.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

For employees whose basic work week is forty (40) hours:

$\frac{1}{2088}$	or	$\frac{1}{261 \times 8}$
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Section 6.

- a. The distribution and equalization of overtime shall be in accordance with the existing procedures contained in the annually issued Overtime Advisory (Subject: Distribution of Overtime), the most recent of which was issued 12/10/10, and the most periodically issued Overtime Advisory (Subject: Equalization of Overtime Advisory).
- b. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.

Section 7.

Employees recalled from home for overtime work, shall be guaranteed overtime in accordance with section 3 for at least four (4) hours provided the employee works the four (4) hours and the compensated hours begin from the reporting location.

Section 8.

- a. Compensatory time shall be administered in accordance with Dispatcher's Directive 84-7 dated and revised as of March 24, 1994.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, PreFLSA Compensatory Time Bank
 - ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank
 - iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986 non-FLSA compensatory time within the four (4) month

period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 9.

The Employer and the Union may agree to apply a variation of the overtime provisions of this Agreement.

Section 10.

Except in an emergency situation, when authorized and ordered by an agency head, or a designated representative, no employee shall be required to actually work more than one and one half (1.5) consecutive normal work shifts in any twentyfour (24) hour period.

ARTICLE VIII - TIME AND LEAVE

Section 1.

a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement.

Interpretations shall be defined as those rulings issued by the Commissioner of Citywide Administrative Services pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

b. The annual leave allowance for Employees in a title or an agency covered by the Leave Regulations shall accrue as follows:

Years of Service	Monthly Accrual	Allowance
Beginning of 15th year	18:00 hours	216:00 hours
Beginning with 8 year	16:40 hours	200:00 hours
Beginning with 5 year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

The following modifications shall apply to employees newly hired on or after September 1, 2004:

Years of Service	Monthly Accrual	Allowance
Beginning with 17th Year	18:00 hours	216:00 hours
Beginning with 14th Year	16:40 hours	200:00 hours
Beginning with 13th Year	16:00 hours	192:00 hours
Beginning with 12th Year	15:20 hours	184:00 hours
Beginning with 11th Year	14:40 hours	176:00 hours
Beginning with 10th Year	14:00 hours	168:00 hours
Beginning with 9th Year	13:20 hours	160:00 hours
Beginning with 8th Year	12:40 hours	152:00 hours
Beginning with 7th Year	12:00 hours	144:00 hours
Beginning with 6th Year	11:20 hours	136:00 hours
Beginning with 5th Year	10:40 hours	128:00 hours
First Year	10:00 hours	120:00 hours

Section 2.

a. Annual leave shall be scheduled in accordance with existing procedures and the vacation chart.

Annual leave will accrue on a "Calendar Year" basis (May of the existing year through April of the following year). Accrual balance as of April of each year will consist of accruals from the prior 12-months, and will be used as the basis for scheduling annual leave during the "Leave Year", which will begin on May 1 of the current year and continue through April 30 of the following year. Annual leave accruals that are in excess of leave balances normally accrued within a 12-month period, and are in excess of the current year accrual by a least six months accrual may be used in units of six (6) hours, upon approval.

It shall be the policy of the employer to allow employees to use, during their current leave year, the amount of annual leave accruable during the last 12-month May through April Leave year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in "the 10 group/year vacation chart" and the needs of the agency. Exceptions to this policy shall be on a reasonable and casebycase basis.

- i. The Vacation Chart, which contains a ten-year repeating cycle, is designed to permit members with a 27-day vacation allowance to receive 18 12-hour tours of annual leave. Members with 25 days allowance will receive 16 12-hour tours of annual leave plus 8 hours. Members with 20 days vacation allowance will receive 13 12-hour tours of annual leave plus 4 hours. 12-Hour tours for members with less than 20 days allowance or accrual will be scheduled in accordance with direction from Headquarters.
- ii. Since the vacation chart could not be designed to encompass all the different vacation allowances, Chief Dispatchers

shall compute the return date of each member's annual leave.

- iii. Vacation Letters for Fire Alarm Dispatchers have been allocated on a borough basis and Supervising Fire Alarm Dispatchers-I have been allocated on a citywide basis. Vacation Letters are used to follow the 10-year cycle of the Vacation Chart and shall be permanent for transferred personnel. Vacation Letters may be changed at the discretion of management for detailed personnel. Permanent Vacation Letters do not follow personnel transferred from one borough to another, and may be changed by Fire Department management for detailed personnel at the beginning of and during a Leave Year.
- iv. Vacation leaves shall be taken in conformance with the vacation chart, except for approved Vacation Mutual Exchanges.
- v. Mutual exchange will be permitted consistent with the exchange of either part of a vacation letter split.
- vi. Chief Dispatchers shall forward for approval by Headquarters properly completed Vacation Mutual Exchanges on the required forms. Requests shall be verified for accuracy and conformance to the vacation letter allocation chart for each of the two mutual participants. Headquarters will notify respective Chief Dispatchers of approval and/or denials.
- vii. No more than two (2) Fire Alarm Dispatchers from the 6-groups scheduled to work on each 12-hour tour shall be on leave simultaneously, except when scheduled vacations require exceeding the limitation of two dispatchers. The types of leaves may consist of any combination of annual or discretionary leaves with the restriction that if two persons are on scheduled vacations no compensatory time leave requests shall be approved.

In order to provide the necessary flexibility to maintain adequate staffing in the event of sick leaves or other emergencies, leave approval-except for scheduled vacations- may be limited to one Fire Alarm Dispatcher from the 6-groups scheduled to work on each 12-hour tour, for the duration of the emergency.

- b. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975, and the FLSA.

Section 3.

- a. Approved sick leave may be used in units of one (1) hour.
- b. Except as provided below, employees shall be credited with an eight hour day of sick leave per month. Approved sick leave may be used as it accrues.
- i. For any employees newly hired on or after September 1, 2004, a maximum sick leave accrual of ten (10)- 8 hour days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) - 8 hour days per annum.

Section 4.

By June 1st of each year all employees shall be given an annual statement of all leave balances as of the preceding April 30th (sick leave, annual leave, compensatory time, holiday leave credits).

Section 5.

- a. i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
- ii. (1) Notwithstanding the provisions of Section 5(a)(i), Effective September 1, 2004, employees may use three (3) days per year

from their sick leave balances for the care of ill family members.

- (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
- (3) Effective September 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*
- b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
- i. An employee requests sick leave for more than three (3) consecutive work days; or
- ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or
- iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."
- c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) day.
- e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:
- | | | | |
|---------|---------|------------------|---------|
| 3 years | 21 days | 7 years | 49 days |
| 4 years | 28 days | 8 years | 56 days |
| 5 years | 35 days | 9 years | 63 days |
| 6 years | 42 days | 10 years or more | 70 days |
- f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.
- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a

medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 6.

The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 7.

- a. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.
- b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

Section 8.

Employees who are on agency approved work-study paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted in this Agreement.

Section 9.

Notwithstanding anything to the contrary contained in the *Time and Leave Rules* which are incorporated by reference therein, and in lieu thereof, the Fire Department shall promulgate a ten (10) year/Letter vacation chart for Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I.

Section 10. Line of Duty Injury Due to Assault

Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

If a permanent employee who has five (5) years or more of service does not have sufficient leave credit to cover the employee's absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

If an employee is granted a leave of absence with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay received pursuant to this Section and medical disbursements, if any, made by the Employer, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Section 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 11. Line of Duty Injury Other than Assault

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as

compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 12.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim.

Failure to notify the employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resort to previous steps.

Section 13.

Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the Employer's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

Section 14.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 12 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 15.

If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

The employing agency shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

Section 16.

- a. Every employee is obligated to report for work as scheduled.
- b. Lateness shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.
- c. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- d. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- e. Contractual provisions or agency policies regarding lateness or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 15.

f. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

g. The Agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

Section 17.

a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) - 8 hour day of terminal leave for each two (2) - 8 hour days of accumulated sick leave up to a maximum of one hundred-twenty (120) - 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After September 1, 2004:

- b. Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) - 8 hour day of terminal leave for each three (3) - 8 hour days of accumulated sick leave up to a maximum of one hundred-twenty (120) - 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely to the Commissioner of Labor Relations.
- d. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age, either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.
- b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).
- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 19.

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.
- c. When a death in an employee's family occurs while

the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 20.

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2(h) of the Civil Service Law, are determined not to have been in violation of Section 210.

Section 21.

If at any time during the period of this Agreement the parties agree that it is impracticable to recruit for certain titles covered by this Agreement, the employer with the agreement of the Union may apply a variation of the provisions contained in Article VIII of this Agreement for those titles.

ARTICLE IX - HEALTH INSURANCE

Section 1.

The existing Labor-Management Health Insurance Policy Committee, with representation from the Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

Section 2.

- a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:
 - i. a onetime choice;
 - ii. exercisable only after one year of retirement; and
 - iii. exercisable at any time without regard to contract periods.

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Employer shall request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums were also paid by the Employer. The Employer shall upon request provide the employee with a letter to the carrier indicating the effective dates of coverage under the New York City Employee Health Benefits Program.

Section 4.

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

Section 5.

The Commissioner of Labor Relations and the Commissioner of Citywide Administrative Services will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

Section 6.

At the present time, the Employer is providing certain electronic data and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such electronic data and information will be borne by the entity requesting same.

ARTICLE X - CAR ALLOWANCES

Section 1.

Employees who are receiving a per diem allowance in lieu of a mileage allowance for authorized and actual use of their own cars may elect reimbursement on a standard mileage basis. Such election shall be irrevocable.

Effective as of the dates set forth below, compensation to

employees for authorized and required use of their own cars shall be at the indicated rate. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

Effective November 26, 1999 28¢ per mile

ARTICLE XI - PERSONNEL AND PAY PRACTICES

Section 1.

All regular paychecks of City employees shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

Section 2.

Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Agreement to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the Commissioner of Citywide Administrative Services immediately following continuous City service, all sick leave and annual leave balances shall be transferred with the employee.

Section 3.

a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

- i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
- ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

Section 4.

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.
- b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.
- c. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 5.

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation. Present agency agreements on this subject shall not be affected by this Section.

Section 6.

Consistent with, and subject to security requirements, paychecks shall be released on the preceding day as soon as possible after 3:00 P.M. for all employees who would not normally receive their paychecks during their working hours on the scheduled payday.

Section 7.

Agencies shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the Comptroller. Authorized carfare and telephone expenses shall be reimbursed within

one month of submission of an appropriate claim for reimbursement.

Section 8.

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York. If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 10.

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable agreement or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 11.

The Employer shall make every reasonable effort to provide adequate notice of employee salary garnishments.

Section 12.

No employee shall receive a lower basic salary rate following promotion than the basic salary rate received preceding the promotion.

Section 13.

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employee's Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this Section.

Section 14.

The Employer shall distribute material describing pension benefits and provisions to all newly hired employees who are covered at the time of appointment by the employing Agency.

Section 15.

- a. If an employee's paycheck is lost by the Employer, the Employer shall secure a supplementary paycheck for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.
- b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

Section 16.

When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and the employee shall be informed of this right. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

Section 17.

- d. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- e. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

Section 18.

The certified Union shall be provided with a copy of the applicable personnel rules, regulations, policies and procedures as distributed by the agency.

Section 19.

At the time of the final approval of an agreement, the Employer shall notify NYCERS of an adjustment in compensation to be included in retirement benefits.

Employees who have retired or left employment for other reasons shall be paid negotiated increases, premium pay, shift differential, overtime, and any other monies due them as soon as possible.

Section 20. Notice of Major Renovations

Effective November 26, 1999, Agencies shall give the Union notice two weeks in advance of the commencement of any major renovation (i.e., funded through the Capital Budget) of an agency facility.

Section 21. Functional Transfers

- h. For the purposes of Article XVII (Disciplinary Procedure for Provisional Employees), time served immediately prior to a functional transfer of a provisional employee in the employee's former agency shall count as time served in the employee's new agency.
- i. For the purposes of Article XVIII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 22. Conflict of Interest Board Submissions

When permitted by law, the Employer may withhold the final paycheck of an employee who is required by law to file a report with the Conflict of Interest Board upon the termination of employment until the employee has submitted such report.

ARTICLE XII - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced,

the Employer shall review the employee's personnel folder and remove any of the herein-described material which has not been seen by the employee.

An employee shall be permitted to view the employee's personnel folder once a year and when an adverse personnel action is initiated against the employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

Section 2.

If an employee finds in the employee's personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967, the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XIII - CIVIL SERVICE, CAREER DEVELOPMENT

Section 1.

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency with such vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five (5) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this Section.

Section 2.

a. The duly certified union representative shall be given a copy of proposed changes in job specifications for any title certified to such union for its perusal at least seven (7) working days in advance of the final approval of such changes.

b. Notice of final revisions shall be distributed to the agency and shall be posted in appropriate areas for thirty (30) days.

Section 3.

After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law.

Section 4.

An employee on a promotion list who is on a leave of absence without pay shall be notified prior to promotions being made past the employee's list number at the last address of record on file with the City Department of Citywide Administrative Services.

Time served by an employee in a higher assignment level of the employee's permanent title shall count towards the lock in of the employee's salary at a lower level of that title.

Section 5.

The hiring agency or Department of Citywide Administrative Services, as applicable, shall notify all eligibles at least one week in advance of scheduled hiring or promotional pools or interviews from civil service lists.

ARTICLE XIV - UNION RIGHTS

Section 1.

a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.

b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.

c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

Section 2.

The certified union shall have reasonable access to its dues checkoff authorization cards in the custody of the Employer.

Section 3.

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 4.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will

issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

The Employer shall furnish to a certified union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year. This information shall be furnished to a certified union through the Municipal Labor Committee.

Section 6.

a. Any certified union, for the purposes of this Agreement, which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.

b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

ARTICLE XV - WELFARE FUND

Section 1.

In accordance with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 Citywide Agreement* negotiated pursuant to Section 1173-4.3 (a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or its successor Agreement(s), the Welfare Fund provisions of that *Citywide Agreement* as amended or any successor(s) thereto shall apply to Employees covered by this Agreement.

Section 2.

The unions agree to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Employee to widow(ers), domestic partners and/or children of any Employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

ARTICLE XVI - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination; and
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the employee's permanent title or which affects the Employee's permanent status.
- f. A claimed wrongful disciplinary action taken against an eligible provisional Employee of a Mayoral Agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1 d, 1e and 1f of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at Step I.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance.

Step I - The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II - An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III - An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV - An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the

Employer. The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

In any case involving a grievance under Section 1e of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A - Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in STEP A above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

STEP B (i) - If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B (ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall review the grievance and shall issue a written reply to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment.

STEP C - If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D - If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 5.

In any case involving a grievance under Section 1.f. of this Article, the "Disciplinary Procedure for Provisional Employees," including side-letter, appended, shall govern.

Section 6.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure. Such group grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits including time limits set forth in this Article shall apply. All other individual

grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 7.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP III of the Grievance Procedure; or if a satisfactory STEP III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at STEP IV of the Grievance Procedure.

Section 8.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under STEP IV.

Section 9.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given fortyeight (48) hours' notice of all grievance hearings.

Section 10.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 11.

- a. Any grievance relating to a claimed improper holding of an open-competitive rather than promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the employer and the Union.

Section 12.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 13. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. Selection and Scheduling of Cases:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the

scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. Conduct of Hearings:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

Section 14. FLSA Dispute Procedure

- a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of the Fair Labor Standards Act ("FLSA Controversy") shall be submitted by a claimant in accordance with this section.
- b. Any FLSA Controversy must be presented in writing and in the form prescribed by the FLSA Panel no later than sixty days after the date on which such FLSA Controversy arose.
- c.
 - i. Any FLSA Controversy arising out of a claimed wrongful computation of benefits shall be submitted by an employee in writing to the applicable agency head or designee for review and resolution. A copy shall also be submitted to the Office of Labor Relations and to the Union. The agency shall have thirty days to resolve the matter and issue a written decision; such period may be extended by mutual agreement of the parties.
 - ii. If the matter is not satisfactorily resolved at the agency level, the claimant may, within two weeks after receipt of the agency determination, appeal the matter to the FLSA Panel in writing.
- d. The FLSA Panel shall consist of a representative designated by the Municipal Labor Committee and a representative designated by the Commissioner of the Office of Labor Relations of the City of New York. The FLSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.
- e. Any FLSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the FLSA shall be submitted by an employee in writing to the FLSA Panel.

The Panel shall take any steps necessary for a proper disposition of any FLSA Controversy and shall issue a written determination within sixty days following the date of submission thereof. The FLSA Panel's time may be extended by mutual agreement of the parties. The decision of the Panel shall be final.

- f. Notwithstanding the provisions of this Section 14, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

ARTICLE XVIII - JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting full-time employees in competitive class, non-competitive class, and labor classes the following procedures shall be used:

READER'S GUIDE

The City Record (CR) is published each business day and includes notices of proposed New York City procurement actions, contract awards, and other procurement-related information. Solicitation notices for most procurements valued at or above \$100,000 for information technology and for construction and construction related services, above \$50,000 for other services, and above \$25,000 for other goods are published for at least one day. Other types of procurements, such as sole source, require notice in The City Record for five consecutive days. Unless otherwise specified, the agencies and offices listed are open for business Monday through Friday from 9:00 A.M. to 5:00 P.M., except on legal holidays.

NOTICE TO ALL NEW YORK CITY CONTRACTORS

The New York State Constitution ensures that all laborers, workers or mechanics employed by a contractor or subcontractor doing public work are to be paid the same wage rate that prevails in the trade where the public work is being done. Additionally, New York State Labor Law §§ 220 and 230 provide that a contractor or subcontractor doing public work in construction or building service must pay its employees no less than the prevailing wage. Section 6-109 (the Living Wage Law) of the New York City Administrative Code also provides for a "living wage", as well as prevailing wage, to be paid to workers employed by City contractors in certain occupations. The Comptroller of the City of New York is mandated to enforce prevailing wage. Contact the NYC Comptroller's Office at www.comptroller.nyc.gov, and click on Prevailing Wage Schedules to view rates.

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION-RELATED SERVICES

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination.

VENDOR ENROLLMENT APPLICATION

New York City procures approximately \$17 billion worth of goods, services, construction and construction-related services every year. The NYC Procurement Policy Board Rules require that agencies primarily solicit from established mailing lists called bidder/proposer lists. Registration for these lists is free of charge. To register for these lists, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application, which can be found online at www.nyc.gov/selltonyc. To request a paper copy of the application, or if you are uncertain whether you have already submitted an application, call the Vendor Enrollment Center at (212) 857-1680.

SELLING TO GOVERNMENT TRAINING WORKSHOP

New and experienced vendors are encouraged to register for a free training course on how to do business with New York City. "Selling to Government" workshops are conducted by the Department of Small Business Services at 110 William Street, New York, NY 10038. Sessions are convened on the second Tuesday of each month from 10:00 A.M. to 12:00 P.M. For more information, and to register, call (212) 618-8845 or visit www.nyc.gov/html/sbs/nycbiz and click on Summary of Services, followed by Selling to Government.

PRE-QUALIFIED LISTS

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstances. When an agency decides to develop a pre-qualified list, criteria for pre-qualification must be clearly explained in the solicitation and notice of the opportunity to pre-qualify for that solicitation must be published in at least five issues of the CR. Information and qualification questionnaires for inclusion on such lists may be obtained directly from the Agency Chief Contracting Officer at each agency (see Vendor Information Manual). A completed qualification questionnaire may be submitted to an Agency Chief Contracting Officer at any time, unless otherwise indicated, and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings (OATH). Section 3-10 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists. For information regarding specific pre-qualified lists, please visit www.nyc.gov/selltonyc.

NON-MAYORAL ENTITIES

The following agencies are not subject to Procurement Policy Board Rules and do not follow all of the above procedures: City University, Department of Education, Metropolitan Transportation Authority, Health & Hospitals Corporation, and the Housing Authority. Suppliers interested in applying for inclusion on bidders lists for Non-Mayoral entities should contact these entities directly at the addresses given in the Vendor Information Manual.

PUBLIC ACCESS CENTER

The Public Access Center is available to suppliers and the public as a central source for supplier-related information through on-line computer access. The Center is located at 253 Broadway, 9th floor, in lower Manhattan, and is open Monday through Friday from 9:30 A.M. to 5:00 P.M., except on legal holidays. For more information, contact the Mayor's Office of Contract Services at (212) 341-0933 or visit www.nyc.gov/mocs.

ATTENTION: NEW YORK CITY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

Join the growing number of Minority and Women-Owned Business Enterprises (M/WBEs) that are competing for New York City's business. In order to become certified for the program, your company must substantiate that it: (1) is at least fifty-one percent (51%) owned, operated and controlled by a minority or woman and (2) is either located in New York City or has a significant tie to New York City's business community. To obtain a copy of the certification application and to learn more about this program, contact the Department of Small Business Services at (212) 513-6311 or visit www.nyc.gov/sbs and click on M/WBE Certification and Access.

PROMPT PAYMENT

It is the policy of the City of New York to pay its bills promptly. The Procurement Policy Board Rules generally require that the City pay its bills within 30 days after the receipt of a proper invoice. The City pays interest on all late invoices. However, there are certain types of payments that are not eligible for interest; these are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year: in January and in July.

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City's website at www.nyc.gov/selltonyc

COMMON ABBREVIATIONS USED IN THE CR

The CR contains many abbreviations. Listed below are simple explanations of some of the most common ones appearing in the CR:

ACCO	Agency Chief Contracting Officer
AMT	Amount of Contract
CSB	Competitive Sealed Bid including multi-step
CSP	Competitive Sealed Proposal including multi-step
CR	The City Record newspaper
DP	Demonstration Project
DUE	Bid/Proposal due date; bid opening date
EM	Emergency Procurement
FCRC	Franchise and Concession Review Committee
IFB	Invitation to Bid
IG	Intergovernmental Purchasing
LBE	Locally Based Business Enterprise
M/WBE	Minority/Women's Business Enterprise
NA	Negotiated Acquisition
OLB	Award to Other Than Lowest Responsive Bidder/Proposer
PIN	Procurement Identification Number
PPB	Procurement Policy Board
PQL	Pre-qualified Vendors List
RFEI	Request for Expressions of Interest
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
SS	Sole Source Procurement
ST/FED	Subject to State and/or Federal requirements

KEY TO METHODS OF SOURCE SELECTION

The Procurement Policy Board (PPB) of the City of New York has by rule defined the appropriate methods of source selection for City procurement and reasons justifying their use. The CR procurement notices of many agencies include an abbreviated reference to the source selection method utilized. The following is a list of those methods and the abbreviations used:

CSB	Competitive Sealed Bidding including multi-step <i>Special Case Solicitations/Summary of Circumstances:</i>
CSP	Competitive Sealed Proposal including multi-step
CP/1	Specifications not sufficiently definite
CP/2	Judgement required in best interest of City
CP/3	Testing required to evaluate
CB/PQ/4	
CP/PQ/4	CSB or CSP from Pre-qualified Vendor List/ Advance qualification screening needed
DP	Demonstration Project
SS	Sole Source Procurement/only one source
RS	Procurement from a Required Source/ST/FED
NA	Negotiated Acquisition <i>For ongoing construction project only:</i>
NA/8	Compelling programmatic needs
NA/9	New contractor needed for changed/additional work
NA/10	Change in scope, essential to solicit one or limited number of contractors

NA/11	Immediate successor contractor required due to termination/default <i>For Legal services only:</i>
NA/12	Specialized legal devices needed; CSP not advantageous
WA	Solicitation Based on Waiver/Summary of Circumstances (<i>Client Services/CSB or CSP only</i>)
WA1	Prevent loss of sudden outside funding
WA2	Existing contractor unavailable/immediate need
WA3	Unsuccessful efforts to contract/need continues
IG	Intergovernmental Purchasing (award only)
IG/F	Federal
IG/S	State
IG/O	Other
EM	Emergency Procurement (award only): An unforeseen danger to:
EM/A	Life
EM/B	Safety
EM/C	Property
EM/D	A necessary service
AC	Accelerated Procurement/markets with significant short-term price fluctuations
SCE	Service Contract Extension/insufficient time; necessary service; fair price <i>Award to Other Than Lowest Responsible & Responsive Bidder or Proposer/Reason (award only)</i>
OLB/a	anti-apartheid preference
OLB/b	local vendor preference
OLB/c	recycled preference
OLB/d	other: (specify)

HOW TO READ CR PROCUREMENT NOTICES

Procurement notices in the CR are arranged by alphabetically listed Agencies, and within Agency, by Division if any. The notices for each Agency (or Division) are further divided into three subsections: Solicitations, Awards; and Lists & Miscellaneous notices. Each of these subsections separately lists notices pertaining to Goods, Services, or Construction.

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section.

At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified unless a different one is given in the individual notice. In that event, the directions in the individual notice should be followed.

The following is a SAMPLE notice and an explanation of the notice format used by the CR.

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

BUS SERVICES FOR CITY YOUTH PROGRAM – Competitive Sealed Bids – PIN# 056020000293 – DUE 04-21-03 AT 11:00 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.
<i>Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing providing Agency contact information
	NYPD, Contract Administration Unit 51 Chambers Street, Room 310 New York, NY 10007. Manuel Cruz (646) 610-5225.
☛	Indicates New Ad
m27-30	Date that notice appears in The City Record